AGENDA ITEM: 8 b DATE: 05/11/2016

SEQUOIA UNION HIGH SCHOOL DISTRICT Redwood City, California 94062

TO: Board of Trustees DATE: May 11, 2016

FROM: James Lianides, SUBJECT: Personnel Recommendations

Superintendent for May 11, 2016

Roard Meeting

Board Meeting

Employ	<u>yment –</u>	Certi	ticate <u>d</u>

Kari	 M	Teacher - Physics	1.0 fte	08/15/16	Probationary 1
Michael	M	Teacher - English	1.0 fte	08/15/16	Probationary 2
JC	M	Summer School Principal	1.0 fte	07/05/16-07/22/16	
Anton	M	Teacher – English	1.0 fte	08/1 5/ 16	E.C. 44909
Amelia	W	Teacher - Social Science	1.0 fte	08/15/16	Probationary 1
Robert	S	Teacher - Mathematics	1.0 fte	08/15/16	E.C. 44920
Kenneth	E	Teacher - Science	1.0 fte	08/15/16	Probationary 1
Bianka	E	Teacher - Education Specialist	1.0 fte	08/15/16	Probationary I
Beatriz	S	Teacher - English	1.0 fte	08/15/16	Probationary 1
Elizabeth	D	Instructional Coach	.4 fte	08/15/16	Tenured
Lisa	D	Teacher - Education Specialist	1.0 fte	08/15/16	Probationary 1
Kiersten	M	Teacher - Mathematics	1.0 fte	08/15/16	E.C. 44909
Cynthia	C	Teacher - English	1.0 fte	08/15/16	Probationary 1
Gregg	M	Teacher – Mathematics	.4 fte	08/15/16	E.C. 24212
Felicia	D	Instructional Coach	,6 fte	08/15/16	Tenured
	Michael JC Anton Amelia Robert Kenneth Bianka Beatriz Elizabeth Lisa Kiersten Cynthia Gregg	Michael M JC M Anton M Amelia W Robert S Kenneth E Bianka E Beatriz S Elizabeth D Lisa D Kiersten M Cynthia C Gregg M	Michael M Teacher - English JC M Summer School Principal Anton M Teacher - English Amelia W Teacher - Social Science Robert S Teacher - Mathematics Kenneth E Teacher - Science Bianka E Teacher - Education Specialist Beatriz S Teacher - English Elizabeth D Instructional Coach Lisa D Teacher - Education Specialist Kiersten M Teacher - Mathematics Cynthia C Teacher - English Gregg M Teacher - Mathematics	MichaelMTeacher - English1.0 fteJCMSummer School Principal1.0 fteAntonMTeacher - English1.0 fteAmeliaWTeacher - Social Science1.0 fteRobertSTeacher - Mathematics1.0 fteKennethETeacher - Science1.0 fteBiankaETeacher - Education Specialist1.0 fteBeatrizSTeacher - English1.0 fteElizabethDInstructional Coach.4 fteLisaDTeacher - Education Specialist1.0 fteKierstenMTeacher - Mathematics1.0 fteCynthiaCTeacher - English1.0 fteGreggMTeacher - Mathematics.4 fte	Michael M Teacher - English 1.0 fte 08/15/16 JC M Summer School Principal 1.0 fte 07/05/16-07/22/16 Anton M Teacher - English 1.0 fte 08/15/16 Amelia W Teacher - Social Science 1.0 fte 08/15/16 Robert S Teacher - Mathematics 1.0 fte 08/15/16 Kenneth E Teacher - Science 1.0 fte 08/15/16 Bianka E Teacher - Education Specialist 1.0 fte 08/15/16 Beatriz S Teacher - English 1.0 fte 08/15/16 Elizabeth D Instructional Coach .4 fte 08/15/16 Lisa D Teacher - Education Specialist 1.0 fte 08/15/16 Kiersten M Teacher - Mathematics 1.0 fte 08/15/16 Cynthia C Teacher - English 1.0 fte 08/15/16 Gregg M Teacher - Mathematics .4 fte 08/15/16

Request to Rescind Leave of Absence for the 2016-17 School Year

Garvey Linda C Teacher -Social Science 20% leave Section 9.1.1-(A-1)

Request for Reduced Teaching Assignment for 2016-2017 School Year

Dumanske John M Teacher - Mathematics 40% leave Garvey Linda C Teacher - Social Science 20% leave

Approved Requests for Leave of Absence for the 2015-16 School Year

Kuttan Laetitia S Teacher - World Languages 100% leave Section 9.1.1-(A-1)

Approved Requests for Leave of Absence for the 2016-17 School Year

Delgado	Manuel	M	Teacher – Mathematics/Computer	20% leave	Section 9.1.1-(A-1)
McMills	Manja	M	Teacher – Mathematics	40% leave	Section 9.1.1-(A-1)
Nixon	Molly	W	Teacher - World Languages	20% leave	Section 9.1.1-(A-1)
Simpson	Lisa	C	Teacher – English	40% leave	Section 9.1.1-(A-1)

Janusim M. Lux Jacqueline McEvoy, Assistant Superintendent

Notice of Termination-Certificated

Harriss	James	M	Teacher – Science	End of Temp. Assign.	1.0 fte	06/03/16
Knowles Hinrichs	Joshua	S	Teacher – English	End of Temp. Assign.	.6 fte	06/03/16
Lane Hallquist	Theresa	S	Teacher - Education Specialist	Retirement	1.0 fte	06/03/16
Mick	Jennifer	W	Teacher - Education Specialist	Resignation	1.0 fte	06/03/16
Picchi	Stephen	S	Teacher - Physical Education	Retirement	.6 fte	06/03/16
Taylor	Amy	S	Teacher – English	End of Temp. Assign.	1.0 fte	06/03/16
Welch	Marian	W	Teacher - Speech & Language	Retirement	1.0 fte	06/03/16

Certificated Staff hired for Summer School 2016

N:	ame	Site	Nai	me	Site	Nam	e	Site
Bauer	Charles	M	Holst :	Erin	S	Price	Susan	M
Brand	David	S	House	Diana	W	Relator	Anthony	S
Chiang	Mindy	С	Howard	Kayla	S	Sattler	Danielle	S
Cleary	Stephanie	M	Lucia	Stephen	С	Seremet	Andrea	M
Cristerna	Art	M	Magallanes	Jessica	S	Shelley	Dylan	S
Day	Nancy	M	Martin	Nancy	S	Simpson	Jamie	C
Di Cicco	Marcello	M	Molieri	Mike	M	Skillin	Adili	S
Dilley	Adrian	S	Nguyen	Hai	C	Talesnick	Alissa	S
Favro	Marie	D	O'Hern	Kelley	S	Taylor-Smith	Jennifer	D
Gerth	Anton	M	Oliveira	Irene	C	Tiab	Djamel	M
Gilfillan	Crystal	M	Owens	Stephanie	M	Ziles	Kimberly	S
Gross	Peter	S	Peters	Elizabeth	S		_	

SEQUOIA UNION HIGH SCHOOL DISTRICT Redwood City, California 94062

TO:	Board of Trustees			DATE:	May 11	, 2016
FROM:	James Lianides, Superintendent			SUBJECT:	for May	nel Recommendations y 11, 2016 Meeting
Employment	– Classified					
Alvarez	Gonzalo	M	Community Liaison	Short-Term	1.0 fte	04/20/16
Danitz	Nisa	D	Student Worker	Student	0.5 fte	03/29/16
Frias	Selena	M	Secretary	Short-Term	1.0 fte	04/12/16
Gortner	Lori	D	SCIA – Sub	Short-Term	1.0 fte	03/02/16
Kleeman	Alice	M	School Secretary	Short-Term	1.0 fte	03/01/16
Lopez	Tavish	W	Lay Reader	Short-Term	0.5 fte	10/01/15
Mendoza	Luis	D	Grounds Worker Sub	Short-Term	1.0 fte	04/14/16
Morales	Saul	M	IA II	Short-Term	0.5 fte	03/01/16
Orozco	Beatriz	W	Lay Reader	Short-Term	0.5 fte	04/11/16
Ramirez-Rosil	lo Abigail	D	Accounting Clerk	Short-Term	1.0 fte	04/25/16
Rodriguez Alvarez	Luis	S	Student Worker	Student	0.5 fte	02/01/16
Notice of Ter	minations					
Brodsky	Shauna	D	Mental Health Case Wor	rker Resign	ation 1	.0 fte 06/21/16
Medina Castro	Esmeralda	S	Food Service Cashier	Resign	ation 0	.5 fte 02/08/16
Murry	Gloria	S	IA II	Retire	ment 1	.0 fte 06/03/16
Price	Scott	M	IA II - Short-Term	Resign	ation 1	.0 fte 03/31/16
<u>Employment</u>	– Summer School					
Gildo	Brenda	M	IA	Employee	1.0 fte	
Marroquin	Eddy	W	Campus Security Aide	Employee	1.0 fte	
Taimani	Ofa	M	Campus Security Aide	Employee	1.0 fte	06/13/16

Textbook Clerk

Zapeda

Rosario

W

Employee

1.0 fte 06/13/16

Notice of Terminatio	ns – Adult Sch	<u>1001</u>			
Bilbao	Nancy	Α	ESL Teacher	Resignation	1.0 fte 04/22/16
Corrington	Eric	Α	Fee-Based Teacher	Cancelled	1.0 fte 04/22/16
Jaime	Maria	Α	Parent Ed Teacher	Cancelled	1.0 fte 04/22/16
Raney	Roslyn	Α	Fee Based Teacher	Cancelled	1.0 fte 04/22/16
Reis	Brian	Α	ESL Sub Teacher	Termination	1.0 fte 04/22/16
Rozmus	Kelly	Α	ESL Sub Teacher	Termination	1.0 fte 04/22/16
Samowski	Brenda	Α	High School Diploma Sub	Termination	1.0 fte 04/22/16
Shapses	Dennis	Α	Fee-Based Teacher	Cancelled	1.0 fte 04/22/16
Uddyback-Mullings	Linda	Α	High School Diploma Teacher	Termination	1.0 fte 04/22/16
Yusem	David	Α	Fee-Based Teacher	Cancelled	1.0 fte 04/22/16
Ventura	Margarita	Α	Parent Ed Teacher	Cancelled	1.0 fte 04/22/16
Wang	Tze-Chieh	Α	Fee-Based Teacher	Cancelled	1.0 fte 04/22/16

Jacqueline McEvoy, Assistant Superintendent



Sequoia Union High School District

Job Description

JOB TITLE:	Grounds Maintenance Lead
REPORTS TO:	Director Maintenance and Operations
CLASSIFICATION:	Classified / M&O
SALARY SCHEDULE:	18.5
WORK - YEAR / HOURS:	12 months / 7.5 hours
LOCATION:	District
BOARD APPROVAL:	5/11/16

DEFINITION

Under direction, to provide lead supervision to grounds maintenance work and improvement of District grounds; to perform skilled grounds maintenance work involving the use of larger equipment such as tractors, dump trucks, forklifts, and riding mowers; to design, install and maintain irrigation systems; and to perform related work as assigned.

DISTINGUISHING CHARACTERISTICS

This is a lead level classification providing lead supervision to others with responsibility for work planning and direction. This classification works under general supervision and principles and practices of the trade.

EXAMPLES OF DUTIES

- · Plans, lays out and orders materials for large grounds maintenance projects such as major renovations or expansions;
- Prioritizes daily work, and provides lead direction to grounds maintenance workers on large projects;
 - Orders supplies and maintains inventory of standard grounds maintenance supplies and equipment; Inspects completed work and monitors progress of projects;
 - Monitors plant and lawn conditions and determines appropriate responses related to pest control, fertilizer, and irrigation; notifies supervisor of major problems;
- · Assigns, directs and reviews the work of grounds maintenance workers, including directing work of a crew;
- · Operates Class C license dump trucks, and Bobcats and tractors with hydraulic/PTO equipment including backhoe, loader, scraper, tiller, aerator, hole auger, and other power equipment;
- Scrapes areas to prepare fields and tracks using tractor with scraper; lays out and prepares new athletic fields to meet tournament regulations; seeds large areas using hydro-seeders;
- · Operates street sweeper, turf vacuum and blowers to clear leaves and debris;
- Designs, lays out, installs, repairs and adjusts irrigation systems including calculating pressures, required coverage and volume, determining appropriate sprinklers devices, operating trenchers, installing plastic pipe and devices, wiring, and setting controllers;
- · Applies fertilizers to large field areas using truck attachment;
- · May mix and apply pre-emergent and contact herbicides using truck mounted sprayer;
- · Operates forklift to load, unload and store palletized grounds keeping supplies;
- Plants trees, shrubs and lawns;

- Trims trees using chainsaws and power pruners; trims and shapes bushes; cuts up, chips, and removes debris using saws, and trucks;
- · Edges and dethatches lawn areas using walk-behind equipment and trimmers;
- · Performs operator maintenance such as sharpening, adjusting, and checking and adding fluids;
- · Uses shovels, picks, rakes, saws, pruners, hoes and other hand equipment as needed in grounds maintenance and preparation of new fields or systems.

QUALIFICATIONS

Knowledge of:

Use and operation of larger grounds-related equipment and accessories such as dump trucks, tractors/bobcats, backhoes, loaders, augers, forklifts and riding mowers.

Use and maintenance of basic hand and power tools used in grounds keeping.

Methods and materials used in grounds keeping.

Irrigation system design, installation and maintenance.

Plant irrigation and nutrient requirements.

Principles and practices of pruning.

Safe working practices related to power equipment and pesticides, including protective clothing and devices.

Skill in:

Providing instructions; planning, prioritizing, directing, monitoring and reviewing work; and training employees.

Maintaining basic records.

Operating dump trucks, tractors and their attachments, forklifts, riding mowers, and other larger grounds keeping related equipment; smaller equipment such as blowers, chainsaws, weed and trimmers; and performing operator maintenance of same.

Pruning, shaping and trimming shrubs and trees.

Planning, installing and maintaining irrigation systems, and determining plant requirements.

Applying fertilizers, herbicides and insecticides.

Establishing and maintaining effective working relationships with those contacted in the course of the work.

A typical way of gaining the knowledge and skills outlined above is:

Equivalent to completion of sufficient formal and/or informal education to provide the necessary skills, and two years of grounds maintenance related experience which has involved the use of larger, driven equipment such as tractors.

PHYSICAL REQUIREMENTS

The physical abilities required of this classification may include the following:

- Lifting and carrying up to 50 pounds repeatedly.
- · Strength and stamina to perform sustained strenuous manual labor including pushing and digging.
- · Mobility to walk, climb, bend, stoop, kneel, and reach.
- · Carry backpack mounted equipment such as blowers.
- · Manual dexterity to operate and performance operator maintenance to hand and power tools.
- · Vision sufficient to monitor condition of grounds and operate power equipment.

- · Speech and hearing sufficient to receive instructions and relay information.
- Work in exposure to weather, pollens, debris, pesticides as controlled by protective gear, and equipment noise, vibration, jolting, fumes and fluids.

OTHER REQUIREMENTS

Must possess a valid California driver's license and have a satisfactory driving record.

Must be forklift certified.

Must possess a valid California Pesticides Applicator License or certificate (state law only requires a certificate if working for a company or institution).

EQUIPMENT SURPLUS DISPOSITION REQUEST

Site:	DC Department: Tood Services Date: 3/23/16							
Quantity	Description	Additional Note	Original P.O. #	Serial #	SUHSD I.D.#	Suggested Disposition		
1	PONCUSTIC UF-6000			LFP475003	5 8	reissue		
	Ponassaic UF-6000 Fax Machine							
<u> </u>		<u> </u>						
*Donatio	n: (If selected under suggested disposi	tion) Indicate	e non-profit	group requested:				
					sing Dept. & W			
Dept. He	The Brand		_	Board date:				
Principal	The Mark to the state of the st		_	_	•			
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	TO Hop		-					
Director	of Purchasing			By:				

EQUIPMENT SURPLUS DISPOSITION REQUEST

Site:	Sognora	45	Departm	nent:	UPA	ا Date: ک	1/27/16
Quantity	Descri	ption	Additional Note	Original P.O. #	Serial #	SUHSD I.D. #	Suggested
	Ricca & Sons	ption Upright Rand	Donated to PA Dapt.	NA	67319	NA NA	Disposition
						-	
onation: (If	selected under sugg	ested disposition)	Indicate nor	າ-profit gro	up requested.		
pt. Head _	Misher	K.	phee har)			
ncipal	7	5.1	Priest		ard date:5/	Dept. & W/H use	only
	gy (if applicable)				H action:		
	if applicable)	Dir. IT			te:		
ector of Pur	chasing			В	y:		

EQUIPMENT SURPLUS DISPOSITION REQUEST

	Departm	ent:	SPED	Date:	2/8/16	
Description	Additional Note	Original P.O.#	Serial #	SUHSD I.D.#	Suggested Disposition	
stander			none	none	donate?	
wheelchair trays	older		none	none	donate?	
7 Tables 1						
				<u> </u>		
4.4						
			······································			
	L					
		wheelchair trays older	wheelchair trays older	wheelchair trays older none	wheelchair trays older none none	



Site:	Carlmont	Department:	ΙΤ	Date:	4/25/2016
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Qty	Description	Serial #	SUHSD ID#	Suggested Disposition	Additional Note(s)
1	Magnavox Boombox	KTO29743140264	N/A	Recycle/Dispose	DR
1	HP Scan Jet	SG9T110MS	N/A	Recycle/Dispose	
1	HP Scan Jet	UZM186763	N/A	Recycle/Dispose	
1	HP Laserjet 4000	USCC041650	33352	Recycle/Dispose	
1	HP Laserjet 4000	USNC099810	31899	Recycle/Dispose	
1	HP Laserjet	CNJ1T10185	1686	Recycle/Dispose	
1	HP Laserjet	CNJ1T09793	1602	Recycle/Dispose	
1	HP Laserjet	USGN021629	N/A	Recycle/Dispose	
1	HP Office jet	SGG0411326	38072	Recycle/Dispose	
1	HP Office jet	SGG0CE3INR	35067	Recycle/Dispose	
44	UPS w/o Battery	N/A	N/A	Recycle/Dispose	Batteries Not Included
			<u></u>		

Additional equipment? X If checked, attach files (using paperclip to the right)

Dept. Head (if applicable)	Josh Engling	4/25/2016	Purchasing Department & W/H Use Only		
Principal	DocuSigned by:	4/25/2016	May 11, 2016 Board Date:		
Technician (if applicable)	Docusigned by: Daryl Ambruso	4/25/2016	W/H Action:		
Dir of Tech (if applicable)	DocuSigned by:	4/25/2016	Date:		
Dir. of Purchasing	Docusigned by:	4/26/2016	Ву:		



Site:	Carlmont	Department:	IT	Date:	
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Qty	Description	Serial #	SUHSD ID#	Suggested Disposition	Additional Note(s)
1	Smart Projector	B012CD19DE0179	12160	Recycle/Dispose	DR
1	Smart Projector	B012ED26D0258	14888	Recycle/Dispose	
1	Smart Projector	B012EB25D0228	15359	Recycle/Dispose	
1	Panasonic LCD Projector	SE4360488	37594	Recycle/Dispose	
1	Panasonic LCD Projector	SE4450230	37695	Recycle/Dispose	
1	Panasonic LCD Projector	SG4150075	32710	Recycle/Dispose	
1	Panasonic LCD Projector	SE4360453	37595	Recycle/Dispose	
1	Califone Cassette Player	HI32095	35270	Recycle/Dispose	
1	Kodak Slide Projector	229390	N/A	Recycle/Dispose	
1	Eiki Overhead Projector	30812095	N/A	Recycle/Dispose	
1	Panasonic VHS Recorder	D8WA12001	4362	Recycle/Dispose	
1	Panasonic VHS Recorder	D8WA11873	N/A	Recycle/Dispose	
1	Smart Document Camera	E01B033335	12813	Recycle/Dispose	
1	Elmo Overhead Projector	133680	N/A	Recycle/Dispose	
1	Elmo Overhead Projector	370810	N/A	Recycle/Dispose	

Additional equipment? If checked, attach files (using paperclip to the right)

Dept. Head (if applicable)	Purchasing Department & W/H Use Only
Principal	Board Date:
Technician (if applicable)	W/H Action:
Dir of Tech (if applicable)	Date:
Dir. of Purchasing	Ву:



Site:	District	Department:	TIS	Date:	5/3/2016
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Qty	Description	Serial #	SUHSD ID#	Suggested Disposition	Additional Note(s)
1	Panasonic DP3520 copier	1CG3LR00040-201	02 3 0537	Recycle/Dispose	NA

Additional equipment?

If checked, attach files (using paperclip to the right)

Dept. Head (if applicable)	DocuSigned by:	5/3/2016	Purchasing Department & W/H Use Only		
Principal	1652B08A8B2F404		Board Date:	May 11, 2016	
Technician (if applicable)	Docusigned by: Eilen Carp	5/3/2016	W/H Action:		
Dir of Tech (if applicable)	DocuSigned by:	5/3/2016	Date:		
Dir. of Purchasing	Docusigned by:	5/3/2016	Ву:		



Site:	Sequoia		Department:	Technology	Date:	4/14/2016	
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Qty	Description	Serial #	SUHSD ID#	Suggested Disposition	Additional Note(s)
1	HP Laserjet 4000 Series	USEK102854	32332	Recycle/Dispose	DR
1	Brother Printer	U61506K6J291276	39218	Recycle/Dispose	
1	Brother Printer	U61506K6J296390	N/A	Recycle/Dispose	
1	HP Laserjet 4000 Series	USSC017008	32378	Recycle/Dispose	
1	HP Laserjet 1505	UND3C01909	N/A	Recycle/Dispose	
1	HP Laserjet 1320	CNDC52H0DH	N/A	Recycle/Dispose	
1	HP Laserjet 4200 Series	USGNM05700	N/A	Recycle/Dispose	
1	HP Laserjet 4000 Series	USQX068294	34058	Recycle/Dispose	
1	Sony DVD/VCR	0705505		Recycle/Dispose	
1	Brother DCP-8060	U61506K6JZ91276	39218	Recycle/Dispose	
1	Brother DCP-8060	U61034H4J329639	0 N/A	Recycle/Dispose	
1	Brother MFC 8440	U61034H4J322183	N/A	Recycle/Dispose	
1				Recycle/Dispose	
1				Recycle/Dispose	
1				Recycle/Dispose	

Additional equipment? X If checked, attach files (using paperclip to the right)

Dept. Head (if applicable)	DocuSigned by:	4/14/2016	Purchasing Department & W/H Use Only		
Principal	DocuSigned by:	4/14/2016	05-11-2016 Board Date:		
Technician (if applicable)	Docusigned by: Daryl Ambruso	4/14/2016	W/H Action:		
Dir of Tech (if applicable)	—DocuSigned by:	4/15/2016	Date:		
Dir. of Purchasing	Docusigned by:	4/15/2016	Ву:		



Site:	Sequoia	Department:	Technology	Date:	
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Qty	Description	Serial #	SUHSD ID#	Suggested Disposition	Additional Note(s)
1	Voyager PC	20711017	40291	Recycle/Dispose	DR
1	Voyager PC	207111031	40299	Recycle/Dispose	
1	Voyager PC	20710502	40276	Recycle/Dispose	
1	Voyager PC	20711025	40295	Recycle/Dispose	
1	Voyager PC	20711020	40289	Recycle/Dispose	
1	Voyager PC	20710516	40281	Recycle/Dispose	1
1	Voyager PC	20711022	40292	Recycle/Dispose	
1	Voyager PC	20707595	40191	Recycle/Dispose	
1	Voyager PC	20704278	39611	Recycle/Dispose	
1	Voyager PC	20713694	1149	Recycle/Dispose	
1	USMach PC	200808-13	37900	Recycle/Dispose	
1	HP 6200	MXL9341MPL	11228	Recycle/Dispose	
1	HP Compaq 8000	MXL0280558L	12248	Recycle/Dispose	
1	Dell Optiplex PC	B5SVR91	38419	Recycle/Dispose	
1	Dell Optiplex PC	B5BWN91	38344	Recycle/Dispose	

Additional equipment? X If checked, attach files (using paperclip to the right)

Dept. Head (if applicable)	Purchasing Department & W/H Use Only		
Principal	Board Date:		
Technician (if applicable)	W/H Action:		
Dir of Tech (if applicable)	Date:		
Dir. of Purchasing	ву:		



Site:	Sequoia	Department:	Technology	Date:		
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Qty	Description	Serial #	SUHSD ID#	Suggested Disposition	Additional Note(s)
1	Dell Optiplex PC	C45VR91	38419	Recycle/Dispose	DR
1	Dell Optiplex PC	CWBWN91	38323	Recycle/Dispose	
1	Dell Optiplex PC	BRBWN91	38345	Recycle/Dispose	
1	SR Systems PC	N/A	2000	Recycle/Dispose	
1	SR Systems PC	N/A	1923	Recycle/Dispose	
1	SR Systems PC	N/A	1916	Recycle/Dispose	
1	SR Systems PC	N/A	10006	Recycle/Dispose	
1	SR Systems PC	N/A	10012	Recycle/Dispose	
1	SR Systems PC	N/A	1921	Recycle/Dispose	
1	SR Systems PC	N/A	1933	Recycle/Dispose	
1	SR Systems PC	N/A	10007	Recycle/Dispose	
1	SR Systems PC	N/A	N/A	Recycle/Dispose	
1	3M Overhead Projector	70019069	N/A	Recycle/Dispose	
1	3M Overhead Projector	70141483	N/A	Recycle/Dispose	
1	Smart Projector	B012CG09A0374	12426	Recycle/Dispose	

Additional equipment? X If checked, attach files (using paperclip to the right)

Dept. Head (if applicable)	Purchasing Department & W/H Use Only		
Principal	Board Date:		
Technician (if applicable)	W/H Action:		
Dir of Tech (if applicable)	Date:		
Dir. of Purchasing	Ву:		



Site:	Sequoia	Department:	Technology	Date:	

Qty	Description	Serial #	SUHSD ID#	Suggested Disposition	Additional Note(s)
1	Smart Projector	11931098	10216	Recycle/Dispose	DR
1	Smart Projector	B012DI27J0217	14449	Recycle/Dispose	
1	Smart Projector	BV12DE07J0407	N/A	Recycle/Dispose	
1	Smart Projector	B012DG06K0290	14339	Recycle/Dispose	
1	Smart Projector	B012BH2300653	13240	Recycle/Dispose	
1	Hitachi Projector	H7H003884	1014	Recycle/Dispose	
1	Hitachi Projector	F6F017259	38682	Recycle/Dispose	
1	Epson Projector	KM3F01355LL	11789	Recycle/Dispose	
1	Epson Projector	KM3F013536L	11788	Recycle/Dispose	
1	Toshiba Projector	42737613	10333	Recycle/Dispose	
1	JVC VCR/DVD	10153537	N/A	Recycle/Dispose	
1	Panasonic VCR	H9KN01759	33967	Recycle/Dispose	
1	Samsung DVD/VCR	61DW401839N	N/A	Recycle/Dispose	
1	Phillips DVD/VCR	D51A1309003232	N/A	Recycle/Dispose	
1	Sony DVD/VCR	0705505	N/A	Recycle/Dispose	

Additional equipment? X If checked, attach files (using paperclip to the right)

Dept. Head (if applicable)	Purchasing Department & W/H Use Only	
Principal	Board Date:	
Technician (if applicable)	W/H Action:	
Dir of Tech (if applicable)	Date:	
Dir. of Purchasing	Ву:	

Agenda Ite	em: <u>8e(i)</u>
Date:	5/11/16

AMENDMENT TO AGREEMENT BETWEEN THE SEQUOIA UNION HIGH SCHOOL DISTRICT AND NATIONAL AQUATIC SERVICES

THIS AMENDMENT TO THE AGREEMENT entered into this 11TH day of APRIL, 2016, by and between the Sequoia Union High School District, hereinafter called the "District," and NATIONAL AQUATIC SERVICES, hereinafter called "Contractor:"

WITNESSETH

WHEREAS, the District and Contractor entered into an Agreement on NOVEMBER 19. 2015 pursuant to which Contractor agreed to provide labor and material for replacement of pool pumps at Sequoia, Menlo-Atherton, Carlmont and Woodside High Schools for \$126,426.00 for the period from July 1, 2015 through June 30, 2016; and

WHEREAS, the District and the Contractor now desire to amend the Agreement to increase the maximum amount payable under the Agreement by \$40,513.84, from \$126,426.00 to \$166,939.84 for labor and material services to remove and dispose of old pool backwash controllers and replace with new CS400 backwash controllers, filters, install voltage transformers, electrical, clean flow meters, test equipment and provide training to staff members.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. All other terms and conditions of the Agreement dated NOVEMBER 19, 2015 shall remain unchanged and in full force and effect.

SEQUOIA UNION HIGH SCHOOL DISTRICT

By:

Date:

Sean J. Senior President

NATIONAL AQUATIC SERVICES

By: 5/6/16

Agenda Item:	Be(2)
5	11111/2

AGREEMENT

This Agreement made and entered into this 19th day of November, 2015, between the Sequoia Union High School District, San Mateo County, California ("District"), and National Aquatic Services ("Contractor").

Contractor and District agree as follows:

ARTICLE 1 - THE PROJECT. Contractor agrees to obtain all necessary permits and licenses as are required by law, furnish all labor and materials, including required tools, implements, and appliances and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, material, men, subcontractors, artisans, machinists, teamsters, and laborers required in the bid proposal, all in strict compliance with the plans, drawings, and other Contract Documents, required for the Project:

Sequoia Union High School District

Pool Pump Replacements at: Carlmont, Menlo Atherton, Sequoia and Woodside High Schools

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, transportation, and other facilities and services necessary for the proper execution and completion of the Project. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees and shall not employ on the Project any unfit person or anyone not skilled in the task assigned.

ARTICLE 2 - THE AGREEMENT: The Contractor and the District agree that the Contract Documents are composed of all those documents described in paragraph 2.1 of the General Conditions, all of which are incorporated herein by reference. The specifications and drawings are to be read together such that any work exhibited in the drawings and not mentioned in the specifications, or vice versa, is to be executed as if both mentioned in the specifications and set forth in the drawings to the true intent and meaning of the said drawings and specifications, when taken together. But no part of said specifications that is in conflict with any portion of this Agreement shall be considered as part of this Agreement.

ARTICLE 3 - CONTRACTOR'S LICENSE: Contractor shall have, and maintain in good standing, and require the same of all its subcontractors, the appropriate classification of California State contractor's license during the entire term of this Project. Contractor confirms that, pursuant to SB 854, it has registered with the California Department of Industrial Relations (DIR) and that it has, through the date of this Agreement, paid all annual renewal fees due to the DIR. Contractor shall pay all annual renewal fees to the DIR that come due during the term of the Agreement.

ARTICLE 4 - COMPLETION DATE / NOTICE TO PROCEED: Contractor agrees that all work required to be performed by the Contract Documents shall be completed by the milestone dates specified in the "Scope of Work" documents. Contractor acknowledges that it shall be liable for liquidated damages as set forth in this Agreement if the Project is not completed by these dates.

If the Notice to Proceed and/or the Agreement is issued more than ten (10) but less than ninety (90) days after the "Letter of Intent to Award Contract", Contractor's sole remedy shall be an extension to the Completion Date, measured by the number of days beyond ten (10) it took to issue the Notice to Proceed. In such instances, Contractor shall not be entitled to any monetary damages or other compensation for lost profit or overhead or for increased cost of performance.

The term "day" as used in the Contract Documents shall mean calendar day.

ARTICLE 5 - CONTRACT SUM: The contract sum is the total amount payable by the District to Contractor for the performance of work under the Contract Documents. The contract sum is One Hundred Twenty Six Thousand, Four Hundred Twenty Six Dollars (\$126,426 00) ("Contract Sum"), unless modified in accordance with the Contract Documents.

ARTICLE 6 - LIQUIDATED DAMAGES: The Completion Date specified in Article 4 is of the essence of the Agreement. The Contractor shall complete the Project by the date specified in Article 4 unless the District agrees in writing to an extension of time.

Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the District would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the District would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of school activities, costs of administration, inspection, supervision and the loss suffered by the public within the District.

Accordingly, the parties agree that the amount herein set forth shall be presumed to be the amount of damages which the District shall directly incur upon failure of the Contractor to complete the Project within the time specified: Five Hundred Dollars (\$500.00), plus the extra inspection costs incurred by the District, during or as a result of each calendar day by which the substantial completion of the Project is delayed beyond the date specified in Article 4 of the Agreement and Five Hundred (\$500.00), plus the extra inspection costs incurred by the District, during or as a result of each calendar day by which final completion of the Project is delayed beyond the date specified in the Article 4 of the Agreement.

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

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

ARTICLE 7 - EARLY COMPLETION: Regardless of the cause therefore, the Contractor may not maintain any claim or cause of action against the District for damages incurred as a result of its failure or inability to complete its work on the Project in a shorter period than established in Article 4 of this Agreement, the parties stipulating that such period is a reasonable time within which to perform the work on the Project.

ARTICLE 8 – PAYMENT: The District agrees to pay the Contractor in current funds for the performance of the Agreement the amount proposed in this bid, including approved change orders, and to make payments on account thereof as follows: Each calendar month, ninety-five percent (95%) of the value, proportionate to the amount of the Agreement, or labor and materials incorporated in the Project up to the first day of that month as estimated by the District, and Architect, less the aggregate of previous payments. On substantial completion of the entire Project, a sum sufficient to increase the total payments to ninety-five percent (95%) of the contract sum set forth in Article 5 of this Agreement, and thirty-five (35) days after the Notice of Completion has been recorded, provided the Project to be fully completed and the Agreement fully performed, the balance due under the Agreement. The payment of progress payments by the District shall not be construed as an acceptance of the work done up to the time of such payments, except as to such matters as are open and obvious. The entire Project is to be subjected to inspection

and approval of the District or Architect to defects not obvious upon inspection during the progress of the work at the time when it shall be claimed by the Contractor that the Agreement is completed. The District and Architect shall exercise all reasonable diligence in the discovery, and report to the Contractor as the Project progresses, materials and labor which are not satisfactory to the District, so as to avoid unnecessary trouble and cost to the Contractor in making good defective parts or work.

In accordance with the provisions of Public Contract Code section 22300, the District shall, at the request and expense of the Contractor, permit the substitution of securities or the funds equivalent to the amount of monies withheld as retention from progress payments.

ARTICLE 9 - EARLY TERMINATION: Notwithstanding any provision herein to the contrary, if for any fiscal year of this Agreement the governing body of the District fails to appropriate or allocate funds for future periodic payments under the Agreement after exercising reasonable efforts to do so, may, upon thirty (30) days written notice, order work on the project to cease. The District will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

ARTICLE 10 - TERMINATION FOR CAUSE: If Contractor (1) should be adjudged bankrupt (2) should make a general assignment for the benefit of its creditors; (3) should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workers or proper materials; (4) should fail to make prompt payment to subcontractors or for material or labor; (5) persistently disregards laws, ordinances or the instructions of the District; or if any of its subcontractors should persistently violate any of the provisions of the Agreement; or (6) a receiver should be appointed on account of Contractor's insolvency, then the District may serve written notice upon the Contractor and its surety of its intention to terminate the Agreement. Unless, within five (5) days after the serving of such notice, such violations shall cease and satisfactory arrangements for corrections thereof be Agreement shall, upon the expiration of said five (5) days, at the District's option, terminate.

In the event of any such termination, the District shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Agreement; provided, however, that if the surety, within ten (10) days after the serving upon it of Notice of Termination, does not give the District written notice of its intention to take over and perform the Agreement or does not commence performance within ten (10) days from the date of the serving of such notice, the District may take over the Project and prosecute the same to completion by Agreement or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and the surety shall be liable to the District for any excess cost occasioned the District thereby. In such event, the District may without liability for so doing, take possession of and utilize in completing the Project, such materials, appliances and other property belonging to the Contractor as may be on the site of the Project and necessary therefore. In such case the Contractor shall not be entitled to receive any further payment until the Project is finished. If the unpaid balance of the contract sum shall exceed the expense of finishing the Project, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the District.

ARTICLE 11 - PERFORMING A PORTION OF THE WORK: If the Contractor fails to correct defective work or persistently fails to carry out the work in accordance with the Contract Documents, the District, by written order, may order the Contractor to stop the work, or any portion thereof, until the cause of such order has been eliminated. The District shall not have any duty to stop the work for the benefit of the Contractor or any other person or entity. If the District chooses to correct or carry out the work itself, it shall normally give the Contractor seven (7) days after providing written notice to commence and continue correction of such default or neglect with diligence and promptness. If, however, the condition constitutes an emergency which may subject the District to penalties or termination of the Project by outside jurisdictional agencies, the District may do so without notice to the Contractor. In either case, an appropriate change order shall be issued, deducting, from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's and

consultants' additional services made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and its surety shall pay the District the difference.

ARTICLE 12 - <u>USE OF SUBCONTRACTORS</u>: Contractor agrees that, as required by State law and the Instruction to Bidders, all subcontractors which will perform work on this project shall be listed on the Dasignation of Subcontractors form, provided with the Contract Documents.

ARTICLE 13 - PREVAILING WAGE RATES: In accordance with the provisions of section 1720, et seq., of the California Labor Code, the Director of the California Department of Industrial Relations has determined the general prevailing rates or wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in section 1770, et seq., of the California Labor Code. Pursuant to the California Labor Code, the general prevailing rate of per diem wages and for holiday and overtime work shall be paid to all workers employed by the Contractor selected for this project. Copies of prevailing rates of per diem wages are available upon request at the District's Offices or at www.dir.ca.gov. If this project is state funded, the Department of Industrial Relations will monitor and enforce compliance with applicable prevailing wage requirements on this project through the Compliance Monitoring Unit (CMU) and enforce compliance with applicable prevailing wage requirements in accordance with the California Labor Code, including sections 1771, 1774, 1776, 1777.5, 1813, and 1815. Further Information regarding this requirement is available at https://www.dir.ca.gov/t8/16450.html.

Contractor may be responsible for paying subcontractor's employees' prevailing wages if it does not comply with the provisions of Labor Code sections 1770, at seq.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupants of all laborers, workers and mechanics employed by it in connection with the execution of this Agreement or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the District, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. Attention is directed to the provisions in section 1777.5 and section 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under it.

Pursuant to Senate Bill (SB) 854, Contractor will electronically submit certified payroll records to the Labor Commissioner/DIR unless the Labor Commissioner excuses Contractor from this requirement. The parties understand and agree that the project will be subject to compliance monitoring and enforcement by the DIR.

This Agreement may be subject to a labor compliance program, as described in Section 1771.5 of the Labor Code. As required by law, the Department of Industrial Relations will monitor and enforce compliance with applicable prevailing wage requirements.

ARTICLE 14 - WORKING HOURS: In accordance with the provisions of the California Labor Code, eight (8) hours labor shall constitute a day's work, and no laborer, workman or mechanic in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the work contemplated by this Agreement, shall be required to or permitted to work more than eight (8) hours in one calendar day or rate set forth in the California Labor Code. The Contractor and each subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by it in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the District, or its officers or agents and to the Chief of the Division of Labor Standards Enforcement of the Department of Industrial Relations, its deputies or agents; and it is hereby further agreed that Contractor shall forfeit as a penalty to the District the sum of twenty-five dollars (\$25.00) for each laborer, workman or mechanic who is required or permitted to labor more than eight (8) hours a day or forty (40) hours a week in violation of this Article 14.

ARTICLE 15 - EMPLOYMENT OF APPRENTICES: Contractor agrees to comply with all provisions of the law regarding the employment of apprentices, including, but not limited to Labor Code §§ 1773.3, apprentices in apprenticeable occupations in a ratio of not less than one (1) apprentice hour for each five (5) journeyman hours, unless an exemption is granted, and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work on the grounds of race, religious creed, color, national origin, ancestry, sex, or age. Only apprentices who are in training under written apprenticeship agreements will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions for all apprenticeable occupations rests with the Contractor.

ARTICLE 16 - INSURANCE:

Comprehensive or commercial general liability (CGL) insurance, on Insurance Office Services Form CG 00 01 (or a form at least as broad as Form CG 00 01) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project and location or the general aggregate limit shall be twice the eequired occurrence limit.

Automobile Liability Insurance, on Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) with limits no less than \$5,000,000 per accident for bodily injury and property damage.

Workers' Compensation, including Employers' Liability Insurance, as required by the State of California with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 each accident, injury or disease. The Contractor shall require subcontractors to provide workers' compensation insurance for all subcontractors' employees engaged in Work under the subcontract. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. If the Contractor fails to maintain such insurance, the District, at its sole option and without incurring any further obligation to provide insurance, may take out Workers' Compensation insurance to cover any compensation payable under the provisions of the Act by reason of any employee of the Contractor or a subcontractor being injured or killed, and to deduct the amount of the premium for such insurance from any sums due the Contractor. If injury occurs to any employee of the Contractor for which the employee, or its dependents in the event of its death, is entitled to compensation from the District under the provisions of said Act, or from the sums due the Contractor under these Contract Documents

the District may deduct and retain an amount sufficient to cover such compensation or payment of such compensation.

The Contractor shall sign and file with the District the following certification prior to performing the Work of the Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of the Contract."

Builder's Risk/All Risk: The District during the progress of the Work and until the District's final acceptance of the Work upon completion of the entire Contract, shall maintain Builder's Risk/"All Risk," course-of-construction insurance, issued on a completed value basis on all insurable Work included under the Contract Documents, including completed Work and Work in progress to the full insurable value of the entire Work which is the subject of this Agreement. Coverage is to provide extended coverage and insurance against vandalism, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, collapse, wind, lightning, smoke, riot, debris removal including demolition, and compensation for the Architect's services and expenses required as a result of insured loss.

<u>Fire insurance on all Work subject to loss or damage by fire.</u> Contractor shall maintain fire insurance in an amount of fire insurance shall be sufficient to protect the Project and all appurtenant structures against loss of damage in full until the Work is accepted by the District.

Coverage for debris removal limits not less than \$1,000,000. In the event that the Contractor is performing abatement of hazardous or contaminated materials work or employs a subcontractor or entity for abatement of hazardous or contaminated materials, environmental liability and pollution insurance, with limits not less than \$1,000,000. The policy shall be written on an occurrence form and any deductible shall not exceed \$25,000.

Minimum Amounts Required. The amounts of insurance coverage stated above re the minimums that Contractor is required to procure and maintain. If Contractor maintains higher limits than the minimums stated above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

<u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Required Endorsements. The insurance policies required in this Agreement shall contain or shall be endorsed to contain the following provisions:

- (a) The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with work or operation and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad s ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 if later revisions are used):
- (b) For any claims relate to the Project, the Contractor's insurance coverage shall be primary insurance s respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it; and

(c) Each insurance policy required by this Agreement shall provide that coverage shall not be canceled, except with notice to the District.

Acceptability of Insurance companies shall be legally licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All insurance companies shall have an "A-VII" in Bests Rating Guide and shall be satisfactory to the District,

Each policy shall name the District, the Architect, the District's Consultants, and all authorized agents and representatives, and members, directors, officers, trustees agents and all employees of any of them as additional insured and shall be issued by carrier(s) satisfactory to the District and licensed through the Department of Insurance to conduct insurance business in California.

<u>Waiver of Subrogation:</u> Contractor hereby waives the right of subrogation which any insurer of may acquire from Contractor by virtue of payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents, and subcontractors.

In the event of any damage, not insured by the District, as identified in this agreement under Builder's Risk/All Risk section, it shall be the Contractor's responsibility to perform at its expense all required repair and replacement including damage to adjacent areas.

Verification of Coverage. Before commencement of the Work under this Agreement, certificates of insurance shall be furnished to the District, with complete copies of policies to be furnished to the District promptly upon request. All policies of insurance, exclusions, deductibles, self-insured retentions, and certificates shall be reviewed by, and satisfactory to the District before Contractor commences work on the Project. Approval of the insurance by the District shall not relieve or decrease the extent to which the Contractor or subcontractor of any tier may be held responsible for payment of any and all damages resulting from its action, inaction or operations. Further, failure by Contractor to obtain the required documents prior to work beginning on the Project shall not relieve the Contractor of the obligation to obtain them or constitute a waiver by the District of Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Agreement, at any time.

Liability insurance shall be on an occurrence basis. The coverage afforded thereby shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices. Certificates and insurance policies shall include the following clause: "This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice." If, at any time during the life of this Agreement, the Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Agreement may, at District's sole option, be discontinued immediately, and all payments due or that become due under the Agreement will be withheld, until notice is received by the District as provided hereinabove that such insurance has been restored to full force and effect and that the premiums therefrom have been paid for a period satisfactory to the District

Any failure to maintain any item of the required insurance may, at District's sole option, be considered material breach of the Agreement and, in such an event, the District may immediately terminate this Agreement.

Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement and Contractor shall ensure that the District is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as ISO Form CG 20 38 04 13.

ARTICLE 17 - INDEMNIFICATION AGAINST LIABILITY: Notwithstanding any other provision of the Contract Documents, Contractor agrees to indemnify, defend and save harmless the District, its Governing Board, related entities and divisions, officers, agents, consultants and employees from and against any and all claims, demands, losses, defense costs, or liabilities of any kind or nature which they may sustain or incur or which may be imposed upon them for injury to or death of persons, damage to property, or delay or damage to another contractor, or for attorneys fees incurred in defending or prosecuting suits to enforce laws relating to public works contracts, resulting or arising out of, or in any manner connected with Contractor or Contractor's agents, employees or subcontractors' performance or failure to perform under the terms of the Contract Documents, excepting only liability arising out of the sole negligence or willful misconduct of the District. The parties stipulate that any such claims, demands, losses, defense costs, or liabilities would be above, beyond, and entirely separate from, those damages which would be liquidated pursuant to Article 6.

ARTICLE 18 - MISCELLANEOUS PROVISIONS:

- a. <u>Entire Agreement</u>: This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement between the parties, oral or written, including the District's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The District makes no representations or warranties, express or implied, not specified in this Agreement.
- b. <u>Execution of Other Documents</u>: The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- c. <u>Execution in Counterparts</u>: This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
- d. <u>Binding Effect:</u> Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.
- e. <u>Severability</u>: If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- f. <u>Amendments</u>: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- g. <u>Assignment of Agreement</u>: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the District.
- h. <u>Written Notice</u>: Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail or couner to the last business address known to it who gives the notice.

employee engaged in the Contraction limited to, the California	scrimination: It is the policy of the nasing contracts there shall be no discribe Project because of race, color, ancitor agrees to comply with applicable fear Fair Employment and Housing Act. Is subcontractors employed on the Project	rimination against any prospe estry, national origin, sex or r ederal and California laws inc In addition, the Contractor ag	ective or active eligious creed.
IN WITNESS WHERE	DF the parties have executed this Agree	ement on the date first hereins	above written.
Contractor, hereby als 3700 concerning Worke	o certifying awareness of and compli-	ance with Labor Code Secti	ons 1861 and
Ву:	Signature	Vov 23, 2015 Date	
Type or Print Name:	Sean J Senior		
Official Capacity:	Iresident	(Affix Corporate Seal)	
By: Type or Print Name:	Signatura Seuror	<i>Nav.</i> 23 , 2 Date	<u>0</u> 15
Official Capacity:	Treasurer,		
Note to Contractor:			
of the chairman of the	tions, the contract must be signed by the board, president or vice president; incial officer. The signatures must be a	the second signature must t	be that of the
b. If <u>Partnersh</u> acknowledged by a No	<u>ip,</u> all partners should sign under the _l tary Public and seal attached.	partnership name. The signa	tures must be
Sequoia Union High Sc	chool District		
By: James Lianides District Superinte	ndent	Date	

Agenda Item: ______

Warrant				Warrant	
Date	Fund	Object	Vendor	Number	Amount
01 GENER	AL FUN	<u>ND</u>			_
4/1/2016	01	3401	CALIF. SCHOOLS DNTL COALITION	645384	578.70
		HLTH 8	& WELFARE BNFT CERT-3401 TOTAL		578.70
4/1/2016	01	3402	CALIF. SCHOOLS DNTL COALITION	645384	347.22
			& WELFARE BNFT CLASS-3402 TOTAL		347.22
4/6/2016	01	3701	PUBLIC EMPLOYEES' RETIREMENT S	646259	705.27
4/13/2016	01	3701	NORMA FARRELL	647789	1,099.14
4/15/2016	01	3701	SUSAN FAN	648408	261.18
4/15/2016	01	3701	WARREN JENSEN	648415	839.20
4/15/2016	01	3701	WILLIAM F. POULSON	648456	727.30
4/19/2016	01	3701	SARAH CANE	649079	1,657.36
			EE BENEFITS CERT-3701 TOTAL		5,289.45
4/6/2016	01	3702	PUBLIC EMPLOYEES' RETIREMENT S	646259	618.21
			EE BENEFITS, CLASS-3702 TOTAL		618.21
4/19/2016	01	4110	CHINESE LANGUAGE EDUCATION &	649080	2,419.89
4/19/2016	01	4110	VISTA HIGHER LEARNING INC.	649128	125.91
4/20/2016	01	4110	CALIFORNIA STATE BOARD OF EQUA	649539	5.32
			OOKS-4110 TOTAL		2,551.12
4/1/2016	01	4210	GALE	645418	528.27
4/20/2016	01	4210	CALIFORNIA STATE BOARD OF EQUA	649539	12.60
4/22/2016	01	4210	PERMA BOUND	650086	924.49
4/26/2016	01	4210	PERMA BOUND	651604	1,052.17
4/1/2016	0.1		BOOKS-4210 TOTAL	<45000	2,517.53
4/1/2016	01	4310	B & H VIDEO	645382	5,690.47
4/1/2016	01	4310	BIO-RAD LABORATORIES	645383	981.12
4/1/2016	01	4310	SEHI COMPUTER PRODUCTS INC	645396	142.56
4/1/2016	01	4310	SERVICE PRESS INC	645397	27.25
4/1/2016	01	4310	JAYSON WALLER	645399	144.51
4/1/2016	01	4310	JILL BAUMGARTEL	645408	31.96
4/1/2016	01	4310	DIANA BEERS BIG CERAMIC STORE LLC	645409	556.87
4/1/2016 4/1/2016	01 01	4310 4310	RUDOLF OLIVER BOCK	645410 645411	1,962.75 385.17
4/1/2016	01	4310	CDW	645413	215.64
4/1/2016	01	4310	MICHELE CHANDLER	645414	600.00
4/1/2016	01	4310	FISHER SCIENTIFIC-EDUCATIONAL	645423	299.69
4/1/2016	01	4310	FLINN SCIENTIFIC INC	645426	159.17
4/1/2016	01	4310	SARAH FRIVOLD	645427	86.38
4/1/2016	01	4310	BRITTANY GORMAN	645430	193.07
4/1/2016	01	4310	MACBEATH HARDWOOD CO INC	645433	3,295.25
4/1/2016	01	4310	RO * CO FILMS EDUCATIONAL	645438	113.55
4/1/2016	01	4310	MARY KATHERINE SHEEHAN	645442	101.19
4/1/2016	01	4310	CLARE SZYDLOWSKI	645444	143.54
4/1/2016	01	4310	SARAH VERGARA	645445	55.31
4/1/2016	01	4310	VS ATHLETICS INC	645446	459.42
4/1/2016	01	4310	TAYLOR WHITE	645447	470.52
4/1/2016	01	4310	STEVEN WONG	645448	42.48
4/12/2016	01	4310	ETHAN SANFORD	647357	997.52
4/13/2016	01	4310	JENNAFER A. CARSON	647744	114.90
4/13/2016	01	4310	COLORADO TIME SYSTEMS	647746	2,769.25
4/13/2016	01	4310	GOETZ BROS	647750	664.90
4/13/2016	01	4310	TAJA HENDERSON	647755	79.00
4/13/2016	01	4310	LESLIE HERNDON	647756	248.29
4/13/2016	01	4310	HEWLETT PACKARD	647757	3,330.88

Warrant				Warrant	
Date	Fund	Object	Vendor	Number	Amount
4/13/2016	01	4310	LEARNING A-Z LLC	647761	198.00
4/13/2016	01	4310	SAFEWAY	647792	649.96
4/15/2016	01	4310	GOVCONNECTION INC.	648368	13,150.97
4/15/2016	01	4310	SEHI COMPUTER PRODUCTS INC	648399	4,285.55
4/15/2016	01	4310	MADELIENE BESSE	648404	53.26
4/15/2016	01	4310	FHA-HERO: THE CALIFORNIA	648410	733.30
4/15/2016	01	4310	AVA JAVID	648414	172.86
4/15/2016	01	4310	JW PEPPER & SONS INC	648416	259.83
4/15/2016	01	4310	ERIN KILTY	648417	803.61
4/15/2016	01	4310	CARA KLACKLE	648418	89.89
4/15/2016	01	4310	JOHN ARNER	648423	55.36
4/15/2016	01	4310	SIGMA-ALDRICH INC.	648445	606.81
4/19/2016	01	4310	M-F ATHLETIC	649061	107.89
4/19/2016	01	4310	DIANE MAZZEI	649062	264.36
4/19/2016	01	4310	EVELYN VALENCIA	649071	30.48
4/19/2016	01	4310	CHARLES VELSCHOW	649072	65.40
4/19/2016	01	4310	FLINN SCIENTIFIC INC	649107	5,442.73
4/19/2016	01	4310	JAIME ABDILLA	649113	133.57
4/19/2016	01	4310	CENTRAL BUSINESS EQUIPMENT	649114	2,846.97
4/19/2016	01	4310	COMP VIEW INC	649115	818.16
4/19/2016	01	4310	DAN RAFFA	649120	3.26
4/19/2016	01	4310	GREGORY SCHAAL	649122	53.63
4/19/2016	01	4310	SCREEND PRINTZ	649123	1,485.80
4/19/2016	01	4310	JOSHUA SHERIDAN	649125	180.00
4/19/2016	01	4310	TE TON-THO	649126	59.11
4/19/2016	01	4310	FAITH WEINSTOCK VELSCHOW	649127	270.59
4/20/2016	01	4310	HM RECEIVABLES CO LLC	649514	386.88
4/20/2016	01	4310	MUSSON THEATRICAL T.V. & FILM	649515	194.89
4/20/2016	01	4310	GWEN SIDLEY	649520	98.28
4/20/2016	01	4310	ANDYMARK INC.	649530	352.21
4/20/2016	01	4310	ARAMARK UNIFORM SERVICES	649531	69.42
4/20/2016	01	4310	JILL BAUMGARTEL	649534	226.79
4/20/2016	01	4310	BIO COMPANY INC	649535	171.39
4/20/2016	01	4310	RUDOLF OLIVER BOCK	649536	40.00
4/20/2016	01	4310	BRIDGEPOINT MUSIC LLC	649537	1,587.41
4/20/2016	01	4310	CALIFORNIA STATE BOARD OF EQUA	649539	13.43
4/22/2016	01	4310	BLICK ART MATERIALS	650049	207.71
4/22/2016	01	4310	BRODART COMPANY	650051	226.72
4/22/2016	01	4310	BULBMAN INC	650063	94.61
4/22/2016	01	4310	DANIELLE O'NEIL	650075	107.79
4/22/2016	01	4310	JULIE PAOLI	650077	210.26
	01	4310	BETH MCALLISTER	651600	159.28
	01	4310	TOM SLATER	651611	42.98
4/26/2016	01	4310	FLORENCE TUBIANA	651612	163.50
4/26/2016	01	4310	CHRISTLE WATERS	651613	432.91
4/26/2016	01	4310	LESLIE WITH	651614	174.30
4/26/2016	01	4310	FELIX GANDARA-GUZMAN	651620	91.49
4/27/2016	01	4310	SEQUOIA UHSD REVOLVING FUND	652347	471.01
4/27/2016	01	4310	DAVID SHANNON	652350	181.13
4/29/2016	01	4310	SAFEWAY	652804	49.02
	01	4310	ANN AKEY	652810	90.21
	01	4310	SALVADORA CALONJE	652813	56.06 70.37
4/29/2016	UI	4310	BEN CANNING	652814	70.37

Warrant				Warrant	
Date	Fund	Object	Vendor	Number	Amount
4/29/2016	01	4310	JENNAFER A. CARSON	652815	19.58
4/29/2016	01	4310	MOZELLE MATTHE DA COSTA PINTO	652818	390.76
4/29/2016	01	4310	CAMERON DODGE	652819	187.72
4/29/2016	01	4310	BRITTANY GORMAN	652821	586.15
4/29/2016	01	4310	RIKA HIRATA	652822	159.92
4/29/2016	01	4310	MARK LEEPER	652823	1,450.60
4/29/2016	01	4310	PAULO LOPEZ	652824	58.61
4/29/2016	01	4310	JILL BAUMGARTEL	652827	290.40
4/29/2016	01	4310	ERIKA BLAND	652828	90.51
4/29/2016	01	4310	BETH MCALLISTER	652845	207.31
4/29/2016		4310	SEHI COMPUTER PRODUCTS INC	652851	4,136.07
4/29/2016	01	4310	SARAH VERGARA	652853	79.36
			JCTIONAL SUPPLIES-4310 TOTAL		70,811.00
4/13/2016	01	4311	SAFEWAY	647792	274.74
			- REINFORCERS-4311 TOTAL		274.74
4/1/2016	01	4351	JACQUELINE MCEVOY	645390	141.68
4/1/2016	01	4351	SEHI COMPUTER PRODUCTS INC	645396	143.03
4/1/2016	01	4351	FRY'S	645428	359.89
4/13/2016	01	4351	HOME DEPOT CREDIT SERVICES	647748	926.73
4/13/2016	01	4351	GEOFF HORN	647758	18.63
4/13/2016	01	4351	HOME DEPOT CREDIT SERVICES	647778	118.94
4/13/2016	01	4351	SAFEWAY	647792	19.55
4/15/2016	01	4351	GOVCONNECTION INC.	648368	86.55
4/15/2016	01	4351	SEHI COMPUTER PRODUCTS INC	648399	511.65
4/15/2016	01	4351	BONNIE HANSEN	648411	11.97
4/15/2016	01	4351	BONNIE HANSEN	648425	222.57
	01	4351	PC & MAC EXCHANGE	648441	1,122.70
4/15/2016		4351	SCHOOL HEALTH CORPORATION	648444	147.02
4/19/2016		4351	GOETZ BROS	649102	434.37
4/19/2016 4/20/2016		4351	JONES CAMPBELL ACT PUBLICATIONS	649117 649529	118.82
4/20/2016	01	4351 4351	CALIFORNIA STATE BOARD OF EQUA	649539	250.00 146.11
4/20/2016	01	4351	BOLANDER & SONS	650050	1,032.38
4/26/2016	01	4351	HOME DEPOT CREDIT SERVICES	651592	448.08
4/26/2016	01	4351	SIMONE RICK-KENNEL	651608	120.95
4/26/2016		4351	SERVICE PRESS INC	651610	27.25
	01	4351	TOM SLATER	651611	159.51
4/26/2016	01	4351	AARON CAMPBELL	651617	662.19
4/26/2016	01	4351	US BANK	651626	59,903.93
4/27/2016	01	4351	SEQUOIA UHSD REVOLVING FUND	652347	21.26
4/27/2016	01	4351	HOME DEPOT CREDIT SERVICES	652361	527.87
4/27/2016	01	4351	JP DIGITAL IMAGING INC.	652363	89.10
4/29/2016	01	4351	SEHI COMPUTER PRODUCTS INC	652851	591.91
			ES REGULAR-4351 TOTAL		68,364.64
4/1/2016	01	4352	MARSHA'S LUNCHBOX	645389	653.61
4/1/2016	01	4352	LAURA PERDIKOMATIS	645392	19.47
4/1/2016	01	4352	JOSE A RUIZ	645403	1,620.00
4/1/2016	01	4352	MARIN ALDRICH	645406	29.21
4/1/2016	01	4352	ADELE ALVAREZ	645407	86.74
4/1/2016	01	4352	JILL BAUMGARTEL	645408	47.27
4/1/2016	01	4352	DONNA DEKOM	645421	27.42
4/1/2016	01	4352	WHITNEY FITZGERALD	645425	23.97
4/1/2016	01	4352	ALICIA GONZALEZ	645429	57.44

Warrant				Warrant	
Date	Fund	Object	Vendor	Number	Amount
4/1/2016	01	4352	DIANE MAZZEI	645434	296.08
4/1/2016	01	4352	MENLO ATHERTON STUDENT BODY	645435	150.00
4/1/2016	01	4352	MARY LYDON PHOENIX	645436	58.57
4/1/2016	01	4352	SIMONE RICK-KENNEL	645437	368.29
4/1/2016	01	4352	MIGUEL RODRIGUEZ	645439	29.99
4/13/2016	01	4352	JENNAFER A. CARSON	647744	786.40
4/13/2016	01	4352	SAFEWAY	647792	574.68
4/15/2016	01	4352	JENNAFER A. CARSON	648405	144.88
4/15/2016	01	4352	BONNIE HANSEN	648411	63.53
4/15/2016	01	4352	WALTER T. HAUB	648412	117.65
4/15/2016	01	4352	BRANDON LEE	648419	127.88
4/15/2016	01	4352	BONNIE HANSEN	648425	64.15
4/15/2016	01	4352	WALTER T. HAUB	648426	52.30
4/15/2016	01	4352	JOSE A RUIZ	648443	360.00
4/19/2016	01	4352	LAURA PERDIKOMATIS	649065	155.03
4/19/2016	01	4352	EVELYN VALENCIA	649071	247.93
4/19/2016	01	4352	ZORINA MATAVULJ	649118	395.18
4/19/2016	01	4352	WENDY PORTER	649119	135.88
4/19/2016	01	4352	DAN RAFFA	649120	50.00
4/19/2016	01	4352	JOSE A RUIZ	649121	180.00
4/19/2016	01	4352	FAITH WEINSTOCK VELSCHOW	649127	193.36
4/20/2016	01	4352	AVANTI PIZZA FRESH PASTA LLC	649533	58.34
4/20/2016	01	4352	JILL BAUMGARTEL	649534	225.96
4/20/2016	01	4352	DIANE BURBANK	649538	326.27
4/26/2016	01	4352	DIANE MAZZEI	651599	34.64
4/27/2016	01	4352	SEQUOIA UHSD REVOLVING FUND	652347	170.78
4/29/2016	01	4352	SAFEWAY	652804	772.98
4/29/2016	01	4352	ANN AKEY	652810	149.70
4/29/2016	01	4352	JENNAFER A. CARSON	652815	856.48
4/29/2016	01	4352	JONI GORDON	652834	508.05
4/29/2016	01	4352	GREG PATNER	652848	50.26
4/29/2016	01	4352	GWEN SIDLEY	652852	248.27
		FOOD;	MEETINGS-4352 TOTAL		10,518.64
4/1/2016	01	4353	UNITED REFRIGERATION INC	645404	3,116.15
4/1/2016	01	4353	BUDGET BLINDS OF BURLINGAME	645420	600.59
4/1/2016	01	4353	SINGLE CYLINDER REPAIR	645443	294.29
4/13/2016	01	4353	GARDENLAND POWER EQUIPMENT	647752	1,111.72
4/13/2016	01	4353	ALAN STEEL & SUPPLY CO	647767	109.22
4/13/2016	01	4353	CAL-STEAM INC	647768	4,503.83
4/13/2016	01	4353	GARDENLAND POWER EQUIPMENT	647774	112.77
4/13/2016	01	4353	GOLDEN BAY GLASS INC.	647775	46.74
4/13/2016	01	4353	HASSETT HARDWARE	647776	422.10
4/13/2016	01	4353	HEATING SUPPLY COMPANY	647777	63.11
4/13/2016	01	4353	INTEGRATED ACCESS SECURITY	647779	48.94
4/13/2016	01	4353	INTERSTATE BATTERIES	647780	57.23
4/15/2016	01	4353	BAYSHORE SUPPLY	648373	856.95
4/15/2016	01	4353	CREST/GOOD MANUFACTURING CO IN	648374	1,275.10
4/15/2016	01	4353	EWING IRRIGATION PRODUCTS	648375	1,588.60
4/15/2016	01	4353	GRAINGER W.W	648376	3,383.68
4/15/2016	01	4353	KELLY-MOORE PAINT COMPANY IN	648378	2,327.90
4/15/2016	01	4353	WALTER T. HAUB	648426	27.88
4/19/2016	01	4353	DERRICK CLARK	649100	41.68
4/20/2016	01	4353	PENINSULA BUILDING MATERIALS C	649516	61.20

Warrant				Warrant	
Date	Fund	Object	Vendor	Number	Amount
4/20/2016	01	4353	PRAXAIR	649518	3,719.30
4/20/2016	01	4353	ROBERTS & BRUNE	649519	117.91
4/20/2016	01	4353	UNITED REFRIGERATION INC	649522	534.78
4/20/2016	01	4353	O. K. LUMBER COMPANY	649525	1,312.37
4/20/2016	01	4353	SHERWIN WILLIAMS	649527	611.38
4/20/2016	01	4353	TOOLAND	649528	921.01
4/20/2016	01	4353	CALIFORNIA STATE BOARD OF EQUA	649539	5.62
4/22/2016	01	4353	GENERAL HARDWARE & BUILDERS SU	650053	245.96
4/22/2016	01	4353	GRANITE ROCK	650054	525.31
4/22/2016	01	4353	HILL'S POOL SERVICE	650055	1,014.70
4/22/2016	01	4353	KELLY-MOORE PAINT COMPANY IN	650056	223.84
4/22/2016	01	4353	LYNGSO GARDEN MATERIALS	650057	109.55
4/22/2016	01	4353	FERGUSON ENTERPRISES INC #795	650064	117.05
4/22/2016	01	4353	HORIZON	650065	122.79
4/22/2016		4353	LANDON/UNIVERSAL POOL CENTER	650066	478.18
	01	4353	ROYAL WHOLESALE ELECTRIC	650071	1,801.16
	01	4353	WILCO SUPPLY	650081	1,516.35
4/22/2016	01	4353	PACE SUPPLY CORP	650085	4,647.79
4/26/2016	01	4353	ESBRO CHEMICAL	651582	3,237.01
4/26/2016	01	4353	EWING IRRIGATION PRODUCTS	651583	1,484.64
4/26/2016	01	4353	GRAINGER W.W	651584	3,876.72
4/26/2016	01	4353	GRAY'S PAINT AND WALLPAPER	651585	597.14
	01	4353	ORCHARD SUPPLY HARDWARE	651586	635.47
4/26/2016		4353	CAL-STEAM INC	651590	3,827.94
4/29/2016	01	4353	CINTAS FIRST AID & SAFETY	652830	120.54
	0.4		GRNDS SUPPLIES-4353 TOTAL	- 40 40 -	51,854.19
4/15/2016	01	4357	DAVID ALVARADO	648402	75.31
4/1/2016	0.1		4357 TOTAL	C15205	75.31
4/1/2016	01	4361	SCHAEFFER MANUFACTURING CO	645395	390.24
4/26/2016	01	4361	STATE BOARD OF EQUALIZATION	651595	145.11
4/1/2016	Λ1		UBRICANT-4361 TOTAL	(45204	535.35
4/1/2016	01	4362	REDWOOD GENERAL TIRE FUBES-4362 TOTAL	645394	638.55
4/12/2016	Λ1	4363	CAR WASH UNLIMITED CORP	647742	638.55
4/13/2016 4/13/2016	01 01	4363	CROMER EQUIPMENT	647743 647747	573.71 291.64
4/13/2016		4363	LAWSON PRODUCTS INC	647759	19.42
4/13/2016		4363	EASOM TOOLS LLC	647773	566.96
4/15/2016	01	4363	INTERSTATE ALL BATTERY CENTER	648370	2,735.51
4/20/2016	01	4363	CALIFORNIA STATE BOARD OF EQUA	649539	62.52
	01	4363	LAWSON PRODUCTS INC	650067	31.83
	01	4363	NAPA AUTO PARTS	650074	424.59
4/26/2016		4363	HOME DEPOT CREDIT SERVICES	651592	197.46
4/26/2016		4363	CROMER EQUIPMENT	651618	284.21
4/27/2016		4363	NORCAL KENWORTH	652349	3,041.86
4/29/2016	01	4363	PETERSON POWER SYSTEMS INC.	652838	817.29
4/2//2010	01		UPPLIES/REPAIRS-4363 TOTAL	032030	9,047.00
4/1/2016	01	4400	B & H VIDEO	645382	229.99
4/1/2016	01	4400	CDW	645413	1,090.00
4/15/2016		4400	GOVCONNECTION INC.	648368	4,182.70
	01	4400	PCD	648388	975.55
4/19/2016	01	4400	HEWLETT PACKARD	649103	3,077.01
4/19/2016	01	4400	GOVCONNECTION INC.	649109	32,205.38
	01	4400	CALIFORNIA STATE BOARD OF EQUA	649539	57.60

Warrant	Б 1	01: 4	V. I	Warrant	
Date 4/22/2016	Fund	Object	Vendor	Number	Amount
4/22/2016	01	4400	APPLE COMPUTER DITALIZED FOLUDMENT 4400 TOTAL	650047	1,353.51
4/13/2016	01	5204	.PITALIZED EQUIPMENT-4400 TOTAL JUDI AHONEN	647783	43,171.74 119.39
4/13/2016	01	5204	MARIE FAVRO	647788	119.59
4/15/2016	01	5204	ANNA ROGER	648391	66.04
4/15/2016	01	5204	JAMES WILLIS	648395	86.72
4/15/2016	01	5204	BAYLEN LEMELLE	648420	55.08
4/15/2016	01	5204	KIM HUGHES	648427	319.41
4/22/2016	01	5204	MARCUS BRIDGES	650062	224.61
4/22/2016	01	5204	JESSICA MASS	650072	82.46
4/27/2016	01	5204	SEQUOIA UHSD REVOLVING FUND	652347	98.05
4/29/2016	01	5204	EDITH BENNETT	652812	81.08
4/29/2016	01	5204	NATASHA RIVERA	652850	86.30
., 2,, 2010	01		GE-5204 TOTAL	00200	1,329.68
4/13/2016	01	5205	GAIL HALE	647753	232.13
4/15/2016	01	5205	FRANCISCO NEGRI	648386	108.44
4/15/2016	01	5205	CHRISTOPHER RUBIN	648392	273.28
4/15/2016	01	5205	SHELLEY COLEMAN	648407	361.07
4/15/2016	01	5205	WALTER T. HAUB	648412	45.00
4/15/2016	01	5205	GEORGIA S JACK	648413	230.66
4/15/2016	01	5205	SARAH VERGARA	648450	259.73
4/15/2016	01	5205	CATHERINE WACHTLER	648451	133.00
4/15/2016	01	5205	ATIBA WILLIAMS	648452	177.70
4/19/2016	01	5205	JAN-NICHOLAS MUYS	649063	379.73
4/19/2016	01	5205	MELISSA PEREZ	649066	80.00
4/19/2016	01	5205	JUSTIN RAISNER	649068	109.24
4/19/2016	01	5205	JOEL REBELLO	649069	262.44
4/19/2016	01	5205	STEPHANIE ZILLES	649073	56.85
4/19/2016	01	5205	NATIONWIDE COLLEGE TOURS	649075	11,000.00
4/19/2016	01	5205	BRITTANY GORMAN	649108	2,869.00
4/19/2016	01	5205	DAVID WEYANT	649129	564.69
4/20/2016	01	5205	TERESA YEAGER	649513	888.42
4/22/2016	01	5205	CASCWA	650052	40.00
4/26/2016	01	5205	BRETT OLSSON	651601	126.40
4/26/2016	01	5205	JENNY ORTEZ	651602	348.20
4/26/2016		5205	GAIL OYTAS	651603	505.51
4/26/2016	01	5205	KAREN RAMROTH	651606	1,558.00
4/26/2016	01	5205	STEPHEN READY	651607	1,469.00
4/26/2016	01	5205	SIMONE RICK-KENNEL	651608	229.90
4/26/2016	01	5205	SAN MATEO COUNTY OFFICE OF EDU	651609	200.00
4/27/2016	01	5205	SEQUOIA UHSD REVOLVING FUND	652347	133.76
4/27/2016	01	5205	DAVID SHANNON	652350	404.94
4/27/2016	01	5205	CASSIA BRADBURY	652357	177.74
4/27/2016	01	5205	CRISTINA CABELLO	652358	103.77
4/27/2016	01	5205	ELANA HENDERSON	652360	633.99
4/27/2016	01	5205	KIM HUGHES	652362	95.19
4/29/2016	01	5205	COUNTY SCHOOL SERVICE FUND	652831	3,120.00
4/29/2016	01	5205	JAVIER GALAVIZ	652833	169.34
4/29/2016	01	5205	MELINDA MCDONALD	652846	414.69
4/29/2016	01	5205	VICTORIA MITCHELL	652847	202.44
4/12/2016	Λ1		RENCES-5205 TOTAL	647704	27,964.25
4/13/2016	01	5501	PG & E	647794	25,564.03
4/20/2016	01	5501	PG & E	649517	8,665.63

Warrant				Warrant	
Date	Fund	Object	Vendor	Number	Amount
4/29/2016	01	5501	PG & E	652849	481.80
4/25/2010	01		01 TOTAL	032047	34,711.46
4/13/2016	01	5502	PG & E	647794	62,092.98
4/20/2016	01	5502	PG & E	649517	31,759.23
4/29/2016	01	5502	PG & E	652849	2,743.84
.,2,,2010	01		RICITY-5502 TOTAL	0020.9	96,596.05
4/1/2016	01	5503	CALIFORNIA WATER SERVICE CO.	645412	5,431.27
4/13/2016	01	5503	CALIFORNIA WATER SERVICE CO.	647785	241.93
4/13/2016	01	5503	CITY OF REDWOOD CITY	647787	6,773.85
4/15/2016	01	5503	AMERICAN WATER SERVICES INC	648379	883.23
4/15/2016	01	5503	MID-PENINSULA WATER DISTRICT	648440	3,303.25
4/19/2016	01	5503	CALIFORNIA WATER SERVICE CO.	649099	13,167.06
., 19, 2010	01		R-5503 TOTAL	0.5055	29,800.59
4/13/2016	01	5505	CITY OF REDWOOD CITY	647787	2,367.47
., 10, 2010	01		2-5505 TOTAL	0.7,07	2,367.47
4/15/2016	01	5506	RECOLOGY SILICON VALLEY	648390	203.09
4/15/2016	01	5506	RECOLOGY SAN BRUNO	648442	12,770.33
4/22/2016	01	5506	RECOLOGY SAN BRUNO	650088	2,610.00
4/22/2010	01		GE-5506 TOTAL	050000	15,583.42
4/13/2016	01	5603	HAULAWAY STORAGE CONTAINERS	647754	336.28
4/13/2016	01	5603	CONTAINER SOLUTIONS INC	647771	261.60
4/19/2016	01	5603	NATIONAL CONSTRUCTION RENTALS	649064	186.30
4/29/2016	01	5603	CONTAINER SOLUTIONS INC	652816	261.60
4/2//2010	01		MENT RENTAL-5603 TOTAL	032010	1,045.78
4/1/2016	01	5607	A & D AUTOMATIC GATE COMPANY	645380	6,797.61
4/1/2016	01	5607	R & S ERECTION OF SAN MATEO	645393	385.00
4/15/2016	01	5607	JENSEN LANDSCAPE SERVICES INC	648371	14,982.41
4/27/2016	01	5607	CLEAN HARBORS ENVIRONMENTAL SV	652359	2,940.63
4/27/2016	01	5607	ALL FENCE COMPANY	652799	9,235.00
4/29/2016	01	5607	BROTHERS SERVICES	652800	7,500.00
4/29/2010	01		GRNDS OUTSIDE SRVC-5607 TOTAL	032800	41,840.65
4/19/2016	01	5640	CENTRAL BUSINESS EQUIPMENT	649114	6,500.00
4/19/2010	01		R MAINT CONTRACTS-5640 TOTAL	049114	6,500.00
4/1/2016	01	5641	FITGUARD	645424	544.86
4/1/2016	01	5641	SAMY'S CAMERA INC	645440	474.00
		5641	CAR WASH UNLIMITED CORP	647743	396.80
4/13/2016					
4/13/2016	01	5641	CROMER EQUIPMENT	647747 647770	2,433.03
4/13/2016	01	5641	CAR WASH UNLIMITED CORP DEGREE HVAC INC.		807.94
4/13/2016	01	5641		647772	160.00
4/15/2016	01	5641	IMAGE AUTO	648377	4,356.82
4/15/2016	01	5641	NUMOTION MUSSION THE ATRICAL TAX 8 FH M	648397	570.02
4/20/2016	01	5641	MUSSON THEATRICAL T.V. & FILM	649515	229.24
4/22/2016	01	5641	ALPHA ENTERPRISE CORP	650045	590.29
4/22/2016	01	5641	METROMOBILE COMMUNICATIONS	650070	1,340.00
4/26/2016	01	5641	IMAGE AUTO	651621	532.39
4/26/2016	01	5641	KELLY'S TRUCK REPAIR	651622	2,554.47
4/27/2016	01	5641	WESTERN INDUSTRIAL MACHINE REP	652351	565.33
4/27/2016	01	5641	CAR WASH UNLIMITED CORP	652354	610.65
4/29/2016	01	5641	GYMDOC INC.	652836	240.00
4/1/2011	0.1		REPAIR OUTSIDE SRVC-5641 TOTAL	C1511C	16,405.84
4/1/2016	01	5804	DEPARTMENT OF JUSTICE	645416	2,032.00
4/15/2016	01	5804	PACK AND MAIL EXPRESS	648387	1,122.00
4/26/2016	01	5804	PREFERRED ALLIANCE	651605	358.50

Warrant				Warrant	
Date	Fund	Object	Vendor	Number	Amount
4/29/2016	01	5804	US HEALTHWORKS MEDICAL GROUP	652839	400.00
		MEDIC	AL EXAMS/X-RAYS-5804 TOTAL		3,912.50
4/15/2016	01	5807	PATRICIA SOLANO	648447	975.84
4/19/2016	01	5807	SHAMO EDUCATIONAL CONSULTING	649124	2,500.00
4/20/2016	01	5807	ACKNOWLEDGE ALLIANCE	649508	14,250.00
4/29/2016	01	5807	ACKNOWLEDGE ALLIANCE	652826	14,250.00
		CONSU	LTANTS FOR FIRST \$25,000-5807 TOTAL		31,975.84
4/19/2016	01	5810	SAN MATEO DAILY JOURNAL	649070	480.00
		ADVER	TISING-5810 TOTAL		480.00
4/13/2016	01	5811	G & K SERVICES INC	647751	419.64
4/26/2016	01	5811	G & K SERVICES INC	651619	343.80
4/29/2016	01	5811	G & K SERVICES INC	652803	7,426.41
		LAUND	RY CONTRACTS-5811 TOTAL		8,189.85
4/13/2016	01	5812	CALIFORNIA SECURITY ALARMS	647769	3,909.87
4/29/2016	01	5812	CALIFORNIA SECURITY ALARMS	652802	3,599.37
		SECURI	TY SERVICES-5812 TOTAL		7,509.24
4/1/2016	01	5813	VIENA VAKA	645386	1,260.00
4/1/2016	01	5813	JOHN F. MYLOD	645391	1,000.00
4/1/2016	01	5813	SERVICE PRESS INC	645397	118.27
4/1/2016	01	5813	SMITH'S GOPHER TRAPPING	645398	790.00
4/1/2016	01	5813	ACE TUTORING SERVICES	645405	1,740.00
4/1/2016	01	5813	RUDOLF OLIVER BOCK	645411	1,540.00
4/1/2016	01	5813	COUNTY SCHOOL SERVICE FUND	645415	12,000.00
4/1/2016	01	5813	FOLGER GRAPHICS	645417	760.65
4/1/2016	01	5813	FEDEX	645422	64.66
4/1/2016	01	5813	1 ONLINE TUTORING LLC	645432	1,850.24
4/1/2016	01	5813	LORRAINE B DESSER SCHULZE	645441	450.00
4/6/2016	01	5813	PUBLIC EMPLOYEES' RETIREMENT S	646259	4,832.11
4/12/2016		5813	PROFESSIONAL TUTORS OF AMERICA	647356	2,091.00
4/13/2016	01	5813	ACE IT! TUTORING POWERED BY	647742	1,470.66
4/13/2016	01	5813	LEADER SERVICES	647760	520.26
4/13/2016	01	5813	LUND-PEARSON-MCLAUGHLIN	647763	660.00
4/13/2016	01	5813	THE LEARNING CURVE	647764	367.50
4/13/2016	01	5813	CALIFORNIA INTERSCHOLASTIC	647784	400.00
4/15/2016	01	5813	GRANT-LINK	648369	1,200.00
	01	5813	CARTER REDDY & ASSOCIATES INC	648406	188.99
	01	5813	SIGNATURE WIRELESS GROUP	648446	77.48
4/15/2016	01	5813	UNITED PARCEL SERVICES	648449	155.59
4/15/2016	01	5813	SERVICE PRESS INC	648457	658.75
	01	5813	PREMIER FOOD SAFETY	649067	397.50
4/19/2016	01	5813	ADRIAN J. AMANDI	649078	25,157.06
4/19/2016	01	5813	COMCAST	649101	318.47
4/19/2016		5813	KLEIN EDUCATIONAL SYSTEMS INC	649104	800.00
	01	5813	MICHAEL ISAACS	649110	1,756.00
4/19/2016		5813	COPY-PROS ASSOCIATES	649116	1,285.31
4/19/2016		5813	FAITH WEINSTOCK VELSCHOW	649127	2,000.00
4/20/2016		5813	ADRIAN J. AMANDI	649509	15,493.75
4/20/2016		5813	ROBOMATTER INC	649512	599.00
4/22/2016		5813	AMERICAN FIDELITY ASSURANCE CO	650046	27,322.63
4/22/2016		5813	BAY CITIES PATROL	650060	300.00
4/22/2016		5813	UNITED PARCEL SERVICES	650080	68.98
4/22/2016		5813	PREMIER HEALTHCARE SERVICES	650087	7,772.00
4/26/2016	01	5813	SERVICE PRESS INC	651610	87.20

Warrant				Warrant	
Date	Fund	Object	Vendor	Number	Amount
4/27/2016	01	5813	SEQUOIA UHSD REVOLVING FUND	652347	106.03
4/27/2016	01	5813	ELISA M. NINO-SEARS	652348	12,498.00
4/29/2016	01	5813	THE BANK OF NEW YORK MELLON	652805	650.00
4/29/2016	01	5813	BAY AREA AIR QUALITY MGMT DIST	652811	3,717.00
4/29/2016	01	5813	CSM CONSULTING	652817	10,000.00
4/29/2016	01	5813	JONDA L FARRIS	652820	3,022.13
4/29/2016	01	5813	PAULO LOPEZ	652824	52.52
4/29/2016	01	5813	CENTRAL COAST SECTION - CIF	652829	375.00
4/29/2016	01	5813	FAST MAIL SPECIALISTS LLC	652832	240.00
4/29/2016	01	5813	GRANT-LINK	652835	1,300.00
		OTHER	CONTRACTS/SERVICES-5813 TOTAL		149,514.74
4/1/2016	01	5834	MERCURY TOURS	645402	6,323.46
4/15/2016	01	5834	DIANE LEVINTHAL	648381	1,428.22
4/15/2016	01	5834	SAMTRANS	648398	7,768.60
4/15/2016	01	5834	BETSY GROTTE	648424	242.14
4/22/2016	01	5834	MV TRANSPORTATION	650083	3,190.00
4/26/2016	01	5834	QUALITY ASSURANCE TRAVEL	651623	1,280.00
4/29/2016	01	5834	PENINSULA TOUR	652837	5,040.00
		CONTR	ACT TRANSPORTATION-5834 TOTAL		25,272.42
4/13/2016	01	5840	LOZANO SMITH LLP	647762	9,267.00
		LEGAL	EXPENSE-5840 TOTAL		9,267.00
4/13/2016	01	5841	ROBERT CHAFFEE	647786	1,846.74
4/15/2016	01	5841	ERIC & BROOKE GRAFSTROM	648380	3,170.00
		TUITIO	N-EDUCATIONAL COSTS-5841 TOTAL		5,016.74
4/1/2016	01	5845	ACHIEVE	645381	97,238.00
4/1/2016	01	5845	MAXIM HEALTHCARE SERVICES INC	645401	4,650.00
4/15/2016	01	5845	PROJECT SIX	648372	8,935.00
4/15/2016	01	5845	A.C.T.S	648401	732.00
4/20/2016	01	5845	SONIA SHANKMAN ORTHOGENIC	649521	4,261.73
4/20/2016	01	5845	MORGAN CENTER	649524	52,052.50
4/20/2016	01	5845	OAK HILL SCHOOL	649526	5,831.00
4/22/2016	01	5845	BEACON SCHOOL	650061	5,236.00
4/22/2016	01	5845	MAXIM HEALTHCARE SERVICES INC	650073	7,000.00
4/22/2016	01	5845	OAK HILL SCHOOL	650076	6,159.00
4/22/2016	01	5845	STARFISH THERAPIES	650079	162.00
4/22/2016	01	5845	PACE	650084	9,462.65
4/22/2016	01	5845	SECOND START LEARNING DISAB	650089	7,236.00
4/22/2016	01	5845	SPECTRUM CENTER SCHOOLS	650090	30,835.79
4/26/2016	01	5845	ACHIEVE	651588	63,702.10
4/26/2016	01	5845	THE AVALON ACADEMY	651589	9,037.75
4/26/2016	01	5845	CATHEDRAL HOME FOR CHILDREN	651591	3,173.00
4/26/2016	01	5845	PROJECT SIX	651593	8,935.00
4/27/2016	01	5845	RISE INSTITUTE	652346	43,803.00
		NON-PU	JBLIC SCHL TUITION-5845 TOTAL		368,442.52
4/13/2016	01	5901	SPRINT	647793	2,231.33
4/15/2016	01	5901	AT&T	648403	12,450.28
4/19/2016	01	5901	AT&T	649098	380.06
4/19/2016	01	5901	A T & T	649112	19.84
4/20/2016	01	5901	AT&T	649532	1,340.53
4/22/2016	01	5901	AT&T	650048	995.64
4/22/2016	01	5901	AT&T	650059	2,560.56

Warrant				Warrant	
Date	Fund	Object	Vendor	Number	Amount
4/27/2016	01	5901	AT&T	652353	1,033.56
4/27/2016	01	5901	AT&T	652356	8,488.63
		PHONE	S-5901 TOTAL		29,500.43
4/13/2016	01	5902	SPRINT	647793	-89.96
4/15/2016	01	5902	AT&T	648403	-6,241.00
4/19/2016	01	5902	AT&T	649098	-150.06
4/19/2016	01	5902	COMCAST	649101	-182.72
4/20/2016	01	5902	AT&T	649532	-337.15
4/22/2016	01	5902	AT&T	650048	-772.60
4/22/2016	01	5902	AT&T	650059	-681.54
4/27/2016	01	5902	AT&T	652353	-71.34
4/27/2016	01	5902	AT&T	652356	-1,801.86
		REBAT	E-5902 TOTAL		-10,328.23
4/15/2016	01	5912	FEDEX	648409	461.47
		POSTA	GE-5912 TOTAL		461.47
4/19/2016	01	6200	WESTON MILES ARCHITECTS INC	649088	1,500.00
4/22/2016	01	6200	AMERICAN REPROGRAPHICS COMPANY	650040	36.84
		BLDGS	AND IMPROV OF BLDGS-6200 TOTAL		1,536.84
4/13/2016	01	6510	CENTRAL BUSINESS EQUIPMENT	647745	7,624.55
		EQUIPN	MENT REPLACEMENT-6510 TOTAL		7,624.55
4/1/2016	01	8096	EVEREST PUBLIC HIGH SCHOOL	645454	270,031.20
4/1/2016	01	8096	SUMMIT PREPARATORY CHARTER HS	645455	326,135.20
		IN LIEU	J PROPERTY TAX-8096 TOTAL		596,166.40
4/15/2016	01	8650	PRETRE-LOUNT FAMILY TRUST	648389	800.00
4/15/2016	01	8650	LEUKEMIA & LYMPHOMA SOCIETY	648421	600.00
4/19/2016	01	8650	FORCE NORTH	649081	1,800.00
		LEASES	S AND RENTALS-8650 TOTAL		3,200.00
4/19/2016	01	8677	BELMONT-REDWOOD SHORES ELEM. S	649106	610.98
		INTERA	AGENCY SVCS BETW LEA-8677 TOTAL		610.98
4/15/2016	01	8699	SHAZIA JANG	648422	48.00
4/27/2016	01	8699	SEQUOIA UHSD REVOLVING FUND	652347	644.00
		ALL OT	THER LOCAL REVENUE-8699 TOTAL		692.00
4/15/2016	01	9320	SOUTHWEST SCHOOL AND OFFICE SU	648393	205.51
4/15/2016	01	9320	VERITIV OPERATING COMPANY	648394	4,169.25
4/15/2016	01	9320	TADCO SUPPLY INC	648448	1,635.00
4/15/2016	01	9320	VERITIV OPERATING COMPANY	648458	2,052.11
4/22/2016	01	9320	SOUTHWEST SCHOOL AND OFFICE SU	650078	3,393.83
		STORES	S-9320 TOTAL		11,455.70
4/6/2016	01	9564	PUBLIC EMPLOYEES' RETIREMENT S	646259	1,334,722.29
4/22/2016	01	9564	ALTA MONTCLAIR	650091	1,000.00
		EMPLO	YER H&W SUSP ACCT-9564 TOTAL		1,335,722.29
4/22/2016	01	9565	EMPLOYMENT DEVELOPMENT DEPT	650092	10,497.10
		EMPLO	YER U.I. SUSP ACCT-9565 TOTAL		10,497.10
4/1/2016	01	9571	CALIF. SCHOOLS DNTL COALITION	645384	78,340.15
		EMPLO	YER DENTAL SUSP ACCT-9571 TOTAL		78,340.15
4/1/2016	01	9572	CALIFORNIA SCHOOLS VISION	645385	10,010.20
4/29/2016	01	9572	CALIFORNIA SCHOOLS VISION	652801	9,906.97
		EMPLO	YER VISION SUSP ACCT-9572 TOTAL		19,917.17
4/19/2016	01	9573	KEENAN & ASSOCIATES	649087	1,592.25
		EMPLO	YER LIFE INS SUSP ACCT-9573 TOTAL		1,592.25
4/19/2016	01	9574	HEALTH AND HUMAN RESOURCE	649086	898.60
		HORIZO	ON HEALTH SUSP ACCT-9574 TOTAL		898.60

Math	Warrant				Warrant	
	Date	Fund	Object	Vendor	Number	Amount
4.72.0.2.10	4/19/2016	01			649085	,
4127/2016 01 9589	4/20/2016	01			649539	
Variable Variable						
	4/27/2016	01				
4/1/2016 09 4310 AMIKA GUILLAUME 645431 203.80 4/19/2016 09 4310 LAURA NUNEZ 649074 152.80 4/19/2016 09 4310 FAN CLOTH 651594 754.00 4/26/2016 09 4310 SEQUOIA UHSD REVOLVING FUND 651596 131.34 4/29/2016 09 4310 SEQUOIA UHSD REVOLVING FUND 651596 131.34 4/29/2016 09 4351 SEQUOIA UHSD REVOLVING FUND 651596 13.24 4/1/2016 09 4351 MINUTEMAN PRESS 645400 185.02 4/1/2016 09 4351 BOLANDER & SONS 650058 136.67 4/26/2016 09 4351 SEQUOIA UHSD REVOLVING FUND 651596 12.24 4/13/2016 09 4352 SOFIA HIBBS 647766 88.13 4/26/2016 09 4352 SEQUOIA UHSD REVOLVING FUND 651596 46.74 4/26/2016 09 5204 SEQUOIA UHSD REVOLVING FUND 651596 <td>00 CHADT</td> <td>ED COL</td> <td></td> <td></td> <td>AL</td> <td>1,858.62</td>	00 CHADT	ED COL			AL	1,858.62
4/19/2016 09 4310 LAURA NUNEZ 649074 152.40 4/19/2016 09 4310 JEANETTE LOK 649083 508.26 4/26/2016 09 4310 SEQUOIA UHSD REVOLVING FUND 651596 131.34 4/26/2016 09 4310 SEQUOIA UHSD REVOLVING FUND 651596 131.34 4/26/2016 09 4310 SEHI COMPUTER PRODUCTS INC 652855 250.99 4/1/2016 09 4351 MINUTEMAN PRESS 645400 185.02 4/1/2016 09 4351 MINCA GUILLAUME 645431 106.67 4/22/2016 09 4351 BOLANDER & SONS 650058 136.49 4/26/2016 09 4351 SEQUOIA UHSD REVOLVING FUND 651596 415.76 4/13/2016 09 4352 SEQUOIA UHSD REVOLVING FUND 651596 46.74 4/26/2016 09 5204 SEQUOIA UHSD REVOLVING FUND 651596 48.60 4/22/2016 09 5204 SEQUOIA UHSD REVOLVING FUND	· ·				645421	202.00
4/19/2016 09						
4/26/2016 09 4310 SEQUOIA UHSD REVOLVING FUND 651596 131.34 4/29/2016 09 4310 SEQUOIA UHSD REVOLVING FUND 651596 131.34 4/29/2016 09 4310 SEQUOIA UHSD REVOLVING FUND 651596 131.34 4/29/2016 09 4351 MINUTEMAN PRESS 645400 185.02 4/1/2016 09 4351 AMIKA GUILLAUME 645431 106.67 4/22/2016 09 4351 BOLANDER & SONS 650058 136.49 4/26/2016 09 4351 SEQUOIA UHSD REVOLVING FUND 651596 -12.42 SUPPLIES REGULAR-4351 TOTAL 415.76 4/13/2016 09 4352 SOFIA HIBBS 647766 88.13 4/26/2016 09 4352 SOFIA HIBBS 647766 88.13 4/26/2016 09 4352 SAFEWAY 652367 183.12 FOOD;METTINGS-4352 TOTAL 317.99 4/26/2016 09 5204 SEQUOIA UHSD REVOLVING FUND 651596 46.74 4/27/2016 09 5204 SEQUOIA UHSD REVOLVING FUND 651596 48.60 4/22/2016 09 5205 STANFORD UNIVERSITY 650082 450.00 4/29/2016 09 5205 STANFORD UNIVERSITY 650082 450.00 4/29/2016 09 5501 PG & E						
4/26/2016 09 4310 SEQUOIA UHSD REVOLVING FUND 651596 131.34 4/29/2016 09 4310 SEHI COMPUTER PRODUCTS INC 652855 250.99 14/2016 09 4351 MINUTEMAN PRESS 645400 185.02 41/2016 09 4351 MINUTEMAN PRESS 645400 185.02 41/2016 09 4351 BOLANDER & SONS 650058 136.49 4/26/2016 09 4351 SEQUOIA UHSD REVOLVING FUND 651596 -12.42 50.00 4351 SEQUOIA UHSD REVOLVING FUND 651596 -12.42 41/3/2016 09 4352 SEQUOIA UHSD REVOLVING FUND 651596 46.74 4/26/2016 09 4352 SEQUOIA UHSD REVOLVING FUND 651596 46.74 4/27/2016 09 4352 SEQUOIA UHSD REVOLVING FUND 651596 46.74 4/26/2016 09 4352 SEQUOIA UHSD REVOLVING FUND 651596 46.74 4/26/2016 09 5205 STANFORD UNIVERSITY 650082 450.00 MILEAGE-\$204 TOTAL 48.60 4/29/2016 09 5205 STANFORD UNIVERSITY 650082 450.00 429/2016 09 5501 PG & E						
4/29/2016 09						
NSTRUCTIONAL SUPPLIES-4310 TOTAL 2,000.79						
4/1/2016 09 4351 MINUTEMAN PRESS 645400 185.02	4/29/2016	09			652855	
4/1/2016 09 4351 AMIKA GUILLAUME 645431 106.67 4/22/2016 09 4351 BOLANDER & SONS 650058 136.49 4/26/2016 09 4351 SEQUOIA UHSD REVOLVING FUND 651596 12.42 4/13/2016 09 4352 SOFIA HIBBS 647766 88.13 4/26/2016 09 4352 SOFIA HIBBS 647766 88.13 4/26/2016 09 4352 SAFEWAY 652367 183.12 4/26/2016 09 4352 SAFEWAY 652367 183.12 4/26/2016 09 5204 SEQUOIA UHSD REVOLVING FUND 651596 48.60 MILEAGE-5204 TOTAL 317.99 4/22/2016 09 5205 STANFORD UNIVERSITY 650082 450.00 4/29/2016 09 5501 PG & E	4/1/2016	00			(45400	
4/22/2016 09 4351 BOLANDER & SONS 136.49 4/26/2016 09 4351 SEQUOIA UHSD REVOLVING FUND 651596 -12.42 4/13/2016 09 4352 SOFIA HIBBS 647766 88.13 4/26/2016 09 4352 SEQUOIA UHSD REVOLVING FUND 651596 46.74 4/27/2016 09 4352 SEQUOIA UHSD REVOLVING FUND 651596 46.74 4/27/2016 09 4352 SEQUOIA UHSD REVOLVING FUND 651596 46.74 4/26/2016 09 5204 SEQUOIA UHSD REVOLVING FUND 651596 48.60 MILEAGE-5204 TOTAL 48.60 4/22/2016 09 5205 STANFORD UNIVERSITY 65082 450.00 4/29/2016 09 5501 PG & E						
4/26/2016 09						
SUPPLIES REGULAR-4351 TOTAL 415.76						
4/13/2016 09 4352 SOFIA HIBBS 647766 88.13 4/26/2016 09 4352 SEQUOIA UHSD REVOLVING FUND 651596 46.74 4/27/2016 09 4352 SAFEWAY 652367 183.12 FOOD; MEETINGS-4352 TOTAL 317.99 4/26/2016 09 5204 SEQUOIA UHSD REVOLVING FUND 651596 48.60 MILEAGE-5204 TOTAL 48.60 4/22/2016 09 5205 STANFORD UNIVERSITY 650082 450.00 CONFERENCES-5205 TOTAL 450.00 4/29/2016 09 5501 PG & E 652854 271.07 4/29/2016 09 5502 PG & E 652854 4.817.67 4/13/2016 09 5502 PG & E 652854 4.817.67 4/13/2016 09 5503 AMERICAN WATER SERVICES INC 647790 1.444.72 4/15/2016 09 5506 RECOLOGY SAN BRUNO 648453 2.184.00 GARBAGE-5506 TOTAL 2.184.00 4/13/2016 09 5603 HAULAWAY STORAGE CONTAINERS 647765 89.88 4/19/2016 09 5807 ELEVATED ACHIEVEMENT GROUP INC 649082 9,000.00 6/13/2016 09 5812 CALIFORNIA SECURITY ALARMS 647781 35.00 4/27/2016 09 5812 CALIFORNIA SECURITY ALARMS 647781 35.00 4/27/2016 09 5813 PUBLIC EMPLOYEES' RETIREMENT S 646260 125.23 4/19/2016 09 5813 BANKA MICHELLE NESSLER 649130 630.00 4/19/2016 09 5813 BANKA MICHELLE NESSLER 649130 630.00 4/19/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21,000.00 4/19/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21,000.00 4/20/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21,000.00 4/20/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21,000.00 4/20/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21,000.00 4/20/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21,000.00 4/20/2016 09 5901 AT&T	4/26/2016	09			651596	
4/26/2016 09 4352 SEQUOIA UHSD REVOLVING FUND 651596 46.74 4/27/2016 09 4352 SAFEWAY 652367 183.12 FOOD;MEETINGS-4352 TOTAL 317.99 4/26/2016 09 5204 SEQUOIA UHSD REVOLVING FUND 651596 48.60 4/22/2016 09 5205 STANFORD UNIVERSITY 650082 450.00 CONFERENCES-5205 TOTAL 450.00 200 200 271.07 271.07 4/29/2016 09 5501 PG & E 652854 271.07 4/29/2016 09 5502 PG & E 652854 271.07 4/29/2016 09 5502 PG & E 652854 4.817.67 4/13/2016 09 5503 AMERICAN WATER SERVICES INC 647790 1,444.72 4/15/2016 09 5506 RECOLOGY SAN BRUNO 648453 2,184.00 4/13/2016 09 5603 HAULAWAY STORAGE CONTAINERS 647765 89.88 EQUIPMENT RENTAL-5603 TOTAL	4/12/2016	00			(177()	
4/27/2016 09						
4/26/2016 09 5204 SEQUOIA UHSD REVOLVING FUND 651596 48.60 MILEAGE-5204 TOTAL 48.60 4/22/2016 09 5205 STANFORD UNIVERSITY 650082 450.00 CONFERENCES-5205 TOTAL 450.00 4/29/2016 09 5501 PG & E	4/27/2016	09			03/2307	
MILEAGE-5204 TOTAL 48.60	4/26/2016	00			(5150(
4/22/2016 09 5205 STANFORD UNIVERSITY 650082 450.00 4/29/2016 09 5501 PG & E 652854 271.07 4/29/2016 09 5502 PG & E 652854 4,817.67 4/29/2016 09 5502 PG & E 652854 4,817.67 4/13/2016 09 5503 AMERICAN WATER SERVICES INC 647790 1,444.72 4/13/2016 09 5506 RECOLOGY SAN BRUNO 648453 2,184.00 4/13/2016 09 5603 HAULAWAY STORAGE CONTAINERS 647765 89.88 EQUIPMENT RENTAL-5603 TOTAL 89.88 4/19/2016 09 5807 ELEVATED ACHIEVEMENT GROUP INC 649082 9,000.00 4/13/2016 09 5812 CALIFORNIA SECURITY ALARMS 647781 35.00 4/27/2016 09 5812 CALIFORNIA SECURITY ALARMS 652366 36.75 5ECURITY SERVICES-5812 TOTAL 71.75 4/6/2016 09 5813 PUBLIC EMPLOYEES RETIREMENT S 646260 125.23 4/13/2016 09 5813 BIANKA MICHELLE NESSLER 649130 630.00 4/19/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21.000.00 4/20/2016 09 5901 AT&T 652364 327.68 4/27/2016 09 5901 AT&T 652364 327.68 4/6/2016 09 5964 PUBLIC EMPLOYEES RETIREMENT S 646260 39,132.61	4/20/2010	09			031390	
CONFERENCES-5205 TOTAL 450.00	4/22/2016	00			650092	
A A A A A B B B B B	4/22/2010	09			030082	
GAS-5501 TOTAL 271.07 4/29/2016 09 5502 PG & E 652854 4,817.67 4/13/2016 09 5503 AMERICAN WATER SERVICES INC 647790 1,444.72 4/15/2016 09 5506 RECOLOGY SAN BRUNO 648453 2,184.00 4/13/2016 09 5603 RECOLOGY SAN BRUNO 648453 2,184.00 4/13/2016 09 5603 HAULAWAY STORAGE CONTAINERS 647765 89.88 4/19/2016 09 5807 ELEVATED ACHIEVEMENT GROUP INC 649082 9,000.00 4/13/2016 09 5812 CALIFORNIA SECURITY ALARMS 647781 35.00 4/27/2016 09 5812 CALIFORNIA SECURITY ALARMS 652366 36.75 4/6/2016 09 5813 PUBLIC EMPLOYEES' RETIREMENT S 646260 125.23 4/13/2016 09 5813 RONALDO ESTEVAM DE SA 647749 600.00 4/19/2016 09 5813 BIANKA MICHELLE NESSLER 649130 630.00	4/29/2016	00			652854	
A/29/2016 O9	4/27/2010	0)			032034	
ELECTRICITY-5502 TOTAL 4,817.67 4/13/2016 09 5503 AMERICAN WATER SERVICES INC 647790 1,444.72 4/15/2016 09 5506 RECOLOGY SAN BRUNO 648453 2,184.00 4/13/2016 09 5603 HAULAWAY STORAGE CONTAINERS 647765 89.88 EQUIPMENT RENTAL-5603 TOTAL 89.88 89.88 89.88 4/19/2016 09 5807 ELEVATED ACHIEVEMENT GROUP INC 649082 9,000.00 64/13/2016 09 5812 CALIFORNIA SECURITY ALARMS 647781 35.00 4/13/2016 09 5812 CALIFORNIA SECURITY ALARMS 652366 36.75 SECURITY SERVICES-5812 TOTAL 71.75 4/6/2016 09 5813 PUBLIC EMPLOYEES' RETIREMENT S 646260 125.23 4/19/2016 09 5813 BIANKA MICHELLE NESSLER 649130 630.00 4/19/2016 09 5813 BHAREIKAR ROBINSON 649131 520.00 4/20/2016 09 5813 BAY AREA COMMUNITY RE	4/29/2016	09			652854	
4/13/2016 09 5503 AMERICAN WATER SERVICES INC 1,444.72 1,444.70 1,444.72 1,444.70 1,444.72 1,444.70	4/2//2010	0)			032034	
WATER-5503 TOTAL	4/13/2016	09			647790	
4/15/2016 09 5506 RECOLOGY SAN BRUNO 648453 2,184.00 4/13/2016 09 5603 HAULAWAY STORAGE CONTAINERS 647765 89.88 4/19/2016 09 5807 ELEVATED ACHIEVEMENT GROUP INC 649082 9,000.00 CONSULTANTS FOR FIRST \$25,000-5807 TOTAL 9,000.00 4/13/2016 09 5812 CALIFORNIA SECURITY ALARMS 647781 35.00 4/27/2016 09 5812 CALIFORNIA SECURITY ALARMS 652366 36.75 SECURITY SERVICES-5812 TOTAL 71.75 4/6/2016 09 5813 PUBLIC EMPLOYEES' RETIREMENT S 646260 125.23 4/13/2016 09 5813 RONALDO ESTEVAM DE SA 647749 600.00 4/19/2016 09 5813 BIANKA MICHELLE NESSLER 649130 630.00 4/20/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21,000.00 4/27/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21,000.00 4/27/2016 09 5901 AT&T 652364 327.68 <td>1/13/2010</td> <td>0)</td> <td></td> <td></td> <td>011170</td> <td></td>	1/13/2010	0)			011170	
GARBAGE-5506 TOTAL 2,184.00	4/15/2016	09			648453	
4/13/2016 09 5603 HAULAWAY STORAGE CONTAINERS 647765 89.88 EQUIPMENT RENTAL-5603 TOTAL 89.88 4/19/2016 09 5807 ELEVATED ACHIEVEMENT GROUP INC 649082 9,000.00 CONSULTANTS FOR FIRST \$25,000-5807 TOTAL 9,000.00 4/13/2016 09 5812 CALIFORNIA SECURITY ALARMS 647781 35.00 4/27/2016 09 5812 CALIFORNIA SECURITY ALARMS 652366 36.75 SECURITY SERVICES-5812 TOTAL 71.75 4/6/2016 09 5813 PUBLIC EMPLOYEES' RETIREMENT S 646260 125.23 4/13/2016 09 5813 RONALDO ESTEVAM DE SA 647749 600.00 4/19/2016 09 5813 BIANKA MICHELLE NESSLER 649130 630.00 4/19/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21,000.00 4/20/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 22,875.23 4/27/2016 09 5901 AT&T 652364 327.68 PHONES-5901 TOTAL 327.68 4/6/2016 09 9564 PUBLIC EMPLOYEES' RETIREMENT S 646260 39,132.61						
EQUIPMENT RENTAL-5603 TOTAL 89.88 4/19/2016 09 5807 ELEVATED ACHIEVEMENT GROUP INC 649082 9,000.00 CONSULTANTS FOR FIRST \$25,000-5807 TOTAL 9,000.00 4/13/2016 09 5812 CALIFORNIA SECURITY ALARMS 647781 35.00 4/27/2016 09 5812 CALIFORNIA SECURITY ALARMS 652366 36.75 SECURITY SERVICES-5812 TOTAL 71.75 4/6/2016 09 5813 PUBLIC EMPLOYEES' RETIREMENT S 646260 125.23 4/13/2016 09 5813 RONALDO ESTEVAM DE SA 647749 600.00 4/19/2016 09 5813 BIANKA MICHELLE NESSLER 649130 630.00 4/19/2016 09 5813 SHAREIKA R ROBINSON 649131 520.00 4/20/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21,000.00 4/27/2016 09 5901 AT&T 652364 327.68 4/6/2016 09 9564 PUBLIC EMPLOYEES' RETIREMENT S 646260 <td>4/13/2016</td> <td>09</td> <td></td> <td></td> <td>647765</td> <td>,</td>	4/13/2016	09			647765	,
4/19/2016 09 5807 ELEVATED ACHIEVEMENT GROUP INC CONSULTANTS FOR FIRST \$25,000-5807 TOTAL 649082 9,000.00 4/13/2016 09 5812 CALIFORNIA SECURITY ALARMS 647781 35.00 4/27/2016 09 5812 CALIFORNIA SECURITY ALARMS 652366 36.75 SECURITY SERVICES-5812 TOTAL 71.75 4/6/2016 09 5813 PUBLIC EMPLOYEES' RETIREMENT S 646260 125.23 4/13/2016 09 5813 RONALDO ESTEVAM DE SA 647749 600.00 4/19/2016 09 5813 BIANKA MICHELLE NESSLER 649130 630.00 4/19/2016 09 5813 SHAREIKA R ROBINSON 649131 520.00 4/20/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21,000.00 OTHER CONTRACTS/SERVICES-5813 TOTAL 22,875.23 4/27/2016 09 5901 AT&T 652364 327.68 PHONES-5901 TOTAL 327.68 4/6/2016 09 9564 PUBLIC EMPLOYEES' RETIREMENT S 646260 39,132.61						
CONSULTANTS FOR FIRST \$25,000-5807 TOTAL 9,000.00 4/13/2016 09 5812 CALIFORNIA SECURITY ALARMS 647781 35.00 4/27/2016 09 5812 CALIFORNIA SECURITY ALARMS 652366 36.75 SECURITY SERVICES-5812 TOTAL 71.75 4/6/2016 09 5813 PUBLIC EMPLOYEES' RETIREMENT S 646260 125.23 4/13/2016 09 5813 RONALDO ESTEVAM DE SA 647749 600.00 4/19/2016 09 5813 BIANKA MICHELLE NESSLER 649130 630.00 4/19/2016 09 5813 SHAREIKA R ROBINSON 649131 520.00 4/20/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21,000.00 4/27/2016 09 5901 AT&T 652364 327.68 4/27/2016 09 5904 PUBLIC EMPLOYEES' RETIREMENT S 646260 39,132.61	4/19/2016	09	-		649082	
4/13/2016 09 5812 CALIFORNIA SECURITY ALARMS 647781 35.00 4/27/2016 09 5812 CALIFORNIA SECURITY ALARMS 652366 36.75 SECURITY SERVICES-5812 TOTAL 71.75 4/6/2016 09 5813 PUBLIC EMPLOYEES' RETIREMENT S 646260 125.23 4/13/2016 09 5813 RONALDO ESTEVAM DE SA 647749 600.00 4/19/2016 09 5813 BIANKA MICHELLE NESSLER 649130 630.00 4/19/2016 09 5813 SHAREIKA R ROBINSON 649131 520.00 4/20/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21,000.00 OTHER CONTRACTS/SERVICES-5813 TOTAL 22,875.23 4/27/2016 09 5901 AT&T 652364 327.68 PHONES-5901 TOTAL 327.68 4/6/2016 09 9564 PUBLIC EMPLOYEES' RETIREMENT S 646260 39,132.61			CONSU	LTANTS FOR FIRST \$25,000-5807 TOTAL		
4/27/2016 09 5812 CALIFORNIA SECURITY ALARMS 652366 36.75 4/6/2016 09 5813 PUBLIC EMPLOYEES' RETIREMENT S 646260 125.23 4/13/2016 09 5813 RONALDO ESTEVAM DE SA 647749 600.00 4/19/2016 09 5813 BIANKA MICHELLE NESSLER 649130 630.00 4/19/2016 09 5813 SHAREIKA R ROBINSON 649131 520.00 4/20/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21,000.00 OTHER CONTRACTS/SERVICES-5813 TOTAL 22,875.23 4/27/2016 09 5901 AT&T 652364 327.68 PHONES-5901 TOTAL 327.68 4/6/2016 09 9564 PUBLIC EMPLOYEES' RETIREMENT S 646260 39,132.61	4/13/2016	09			647781	
4/6/2016 09 5813 PUBLIC EMPLOYEES' RETIREMENT S 646260 125.23 4/13/2016 09 5813 RONALDO ESTEVAM DE SA 647749 600.00 4/19/2016 09 5813 BIANKA MICHELLE NESSLER 649130 630.00 4/19/2016 09 5813 SHAREIKA R ROBINSON 649131 520.00 4/20/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21,000.00 OTHER CONTRACTS/SERVICES-5813 TOTAL 22,875.23 4/27/2016 09 5901 AT&T 652364 327.68 PHONES-5901 TOTAL 327.68 4/6/2016 09 9564 PUBLIC EMPLOYEES' RETIREMENT S 646260 39,132.61	4/27/2016	09	5812	CALIFORNIA SECURITY ALARMS	652366	
4/13/2016 09 5813 RONALDO ESTEVAM DE SA 647749 600.00 4/19/2016 09 5813 BIANKA MICHELLE NESSLER 649130 630.00 4/19/2016 09 5813 SHAREIKA R ROBINSON 649131 520.00 4/20/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21,000.00 OTHER CONTRACTS/SERVICES-5813 TOTAL 22,875.23 4/27/2016 09 5901 AT&T 652364 327.68 PHONES-5901 TOTAL 327.68 4/6/2016 09 9564 PUBLIC EMPLOYEES' RETIREMENT S 646260 39,132.61			SECUR	ITY SERVICES-5812 TOTAL		71.75
4/19/2016 09 5813 BIANKA MICHELLE NESSLER 649130 630.00 4/19/2016 09 5813 SHAREIKA R ROBINSON 649131 520.00 4/20/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21,000.00 OTHER CONTRACTS/SERVICES-5813 TOTAL 22,875.23 4/27/2016 09 5901 AT&T 652364 327.68 PHONES-5901 TOTAL 327.68 4/6/2016 09 9564 PUBLIC EMPLOYEES' RETIREMENT S 646260 39,132.61	4/6/2016	09	5813	PUBLIC EMPLOYEES' RETIREMENT S	646260	125.23
4/19/2016 09 5813 SHAREIKA R ROBINSON 649131 520.00 4/20/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21,000.00 OTHER CONTRACTS/SERVICES-5813 TOTAL 22,875.23 4/27/2016 09 5901 AT&T 652364 327.68 PHONES-5901 TOTAL 327.68 4/6/2016 09 9564 PUBLIC EMPLOYEES' RETIREMENT S 646260 39,132.61	4/13/2016	09	5813	RONALDO ESTEVAM DE SA	647749	600.00
4/19/2016 09 5813 SHAREIKA R ROBINSON 649131 520.00 4/20/2016 09 5813 BAY AREA COMMUNITY RESOURCES 649510 21,000.00 OTHER CONTRACTS/SERVICES-5813 TOTAL 22,875.23 4/27/2016 09 5901 AT&T 652364 327.68 PHONES-5901 TOTAL 327.68 4/6/2016 09 9564 PUBLIC EMPLOYEES' RETIREMENT S 646260 39,132.61				BIANKA MICHELLE NESSLER		
OTHER CONTRACTS/SERVICES-5813 TOTAL 22,875.23 4/27/2016 09 5901 AT&T 652364 327.68 PHONES-5901 TOTAL 327.68 4/6/2016 09 9564 PUBLIC EMPLOYEES' RETIREMENT S 646260 39,132.61	4/19/2016	09		SHAREIKA R ROBINSON	649131	
OTHER CONTRACTS/SERVICES-5813 TOTAL 22,875.23 4/27/2016 09 5901 AT&T 652364 327.68 PHONES-5901 TOTAL 327.68 4/6/2016 09 9564 PUBLIC EMPLOYEES' RETIREMENT S 646260 39,132.61				BAY AREA COMMUNITY RESOURCES	649510	
4/27/2016 09 5901 AT&T 652364 327.68 PHONES-5901 TOTAL 327.68 4/6/2016 09 9564 PUBLIC EMPLOYEES' RETIREMENT S 646260 39,132.61			OTHER	CONTRACTS/SERVICES-5813 TOTAL		
4/6/2016 09 9564 PUBLIC EMPLOYEES' RETIREMENT S 646260 39,132.61	4/27/2016	09	5901	AT&T	652364	
			PHONE	S-5901 TOTAL		327.68
EMPLOYER H&W SUSP ACCT-9564 TOTAL 39,132.61	4/6/2016	09	9564	PUBLIC EMPLOYEES' RETIREMENT S	646260	39,132.61
			EMPLO	OYER H&W SUSP ACCT-9564 TOTAL		39,132.61

Warrant				Warrant	
Date	Fund	Object	Vendor	Number	Amount
4/22/2016	09	9565	EMPLOYMENT DEVELOPMENT DEPT	650093	394.11
			OYER U.I. SUSP ACCT-9565 TOTAL		394.11
4/1/2016	09	9571	CALIF. SCHOOLS DNTL COALITION	645387	3,703.68
			OYER DENTAL SUSP ACCT-9571 TOTAL		3,703.68
4/27/2016	09	9572	CALIFORNIA SCHOOLS VISION	652365	431.26
			OYER VISION SUSP ACCT-9572 TOTAL		431.26
4/15/2016	09	9573	KEENAN & ASSOCIATES	648430	47.25
			OYER LIFE INS SUSP ACCT-9573 TOTAL		47.25
4/15/2016	09	9574	HEALTH AND HUMAN RESOURCE	648429	34.30
4/15/2016	00		ON HEALTH SUSP ACCT-9574 TOTAL	< 10.120	34.30
4/15/2016	09	9575	THE HARTFORD-PRIORITY ACCTS.	648428	79.65
4/20/2016	00		ORD SUSPENSE ACCT-9575 TOTAL	640540	79.65
4/20/2016	09	9580	CALIFORNIA STATE BOARD OF EQUA	649540	134.60
11 4 5 1 11 11	EDIIG		TAX LIAB ACCT-9580 TOTAL		134.60
11 ADULT			CELLI COMPLITED PRODUCTS INC	(4920)	1.057.20
4/15/2016	11	4351	SEHI COMPUTER PRODUCTS INC	648396	1,057.38
4/20/2016	11	4351	CENTRAL BUSINESS EQUIPMENT	649511	1,031.85
1/07/0017			ES REGULAR-4351 TOTAL	650070	2,089.23
4/27/2016	11	5205	JONATHAN FU	652372	409.24
4/12/2016			RENCES-5205 TOTAL	645505	409.24
4/13/2016	11	5501	PG & E	647795	362.97
4/29/2016	11	5501	PG & E	652856	60.82
1/12/2016			01 TOTAL	< 15505	423.79
4/13/2016	11	5502	PG & E	647795	2,045.42
4/29/2016	11	5502	PG & E	652856	34.61
4/1/2016			RICITY-5502 TOTAL	645410	2,080.03
4/1/2016	11	5503	CALIFORNIA WATER SERVICE CO.	645419	192.06
4/13/2016	11	5503	CALIFORNIA WATER SERVICE CO.	647791	60.48
4/27/2016	11	5503	CALIFORNIA WATER SERVICE CO.	652371	136.61
4/15/2016			R-5503 TOTAL	640454	389.15
4/15/2016	11	5506	RECOLOGY SAN BRUNO	648454	242.67
4/20/2016	1.1		GE-5506 TOTAL	640511	242.67
4/20/2016	11	5640	CENTRAL BUSINESS EQUIPMENT	649511	1,000.00
4/12/2016	1.1		R MAINT CONTRACTS-5640 TOTAL	647790	1,000.00
4/13/2016	11	5812	CALIFORNIA SECURITY ALARMS	647782	85.00
4/27/2016	11	5812	CALIFORNIA SECURITY ALARMS	652370	85.00
4/5/2016	11		ITY SERVICES-5812 TOTAL PUBLIC EMPLOYEES' RETIREMENT S	646041	170.00
4/20/2016	11 11	5813 5813	LORI MCCORMICK	646041 649523	29.77 712.50
	11		SUSAN C. HUANG		
4/22/2016	11	5813		650068 651587	126.10
4/26/2016	11	5813 OTHER	SUSAN C. HUANG CONTRACTS/SERVICES-5813 TOTAL	031387	1,800.00
4/19/2016	11	5901	AT&T	649105	2,668.37 127.72
4/26/2016	11	5901	AT&T	651624	140.25
4/20/2016	11	5901	AT&T	652368	1,110.48
7/2//2010	1.1		S-5901 TOTAL	032300	1,110.46 1,378.45
4/5/2016	11	9564	PUBLIC EMPLOYEES' RETIREMENT S	646041	9,302.26
7/3/2010	1.1		OYER H&W SUSP ACCT-9564 TOTAL	0+00+1	9,302.26 9,302.26
4/22/2016	11	9565	EMPLOYMENT DEVELOPMENT DEPT	650094	144.33
7/22/2010	1.1		OYER U.I. SUSP ACCT-9565 TOTAL	030074	144.33 144.33
4/1/2016	11	9571	CALIF. SCHOOLS DNTL COALITION	645388	810.18
T/ 1/ 2010	11		OYER DENTAL SUSP ACCT-9571 TOTAL	073300	810.18
		2.,11	TEREBUILD DOD! MOOI-75/1 TOTAL		010.10

Warrant		01.1		Warrant	
Date	Fund	Object	Vendor	Number	Amount
4/27/2016	11	9572 EMPLO	CALIFORNIA SCHOOLS VISION OYER VISION SUSP ACCT-9572 TOTAL	652369	115.51 115.51
4/15/2016	11	9573	KEENAN & ASSOCIATES	648433	30.00
		EMPLO	OYER LIFE INS SUSP ACCT-9573 TOTAL		30.00
4/15/2016	11	9574	HEALTH AND HUMAN RESOURCE	648432	7.84
		HORIZ	ON HEALTH SUSP ACCT-9574 TOTAL		7.84
4/15/2016	11	9575	THE HARTFORD-PRIORITY ACCTS.	648431	53.10
		HARTF	ORD SUSPENSE ACCT-9575 TOTAL		53.10
4/20/2016	11	9580	CALIFORNIA STATE BOARD OF EQUA	649541	8.98
		SALES	TAX LIAB ACCT-9580 TOTAL		8.98
13 CAFET	ERIA FU	J <u>ND</u>			
4/29/2016	13	4351	NORA DECARO	652825	39.02
		SUPPLI	ES REGULAR-4351 TOTAL		39.02
4/15/2016	13	4390	TRANSILWRAP	648455	5,215.52
4/29/2016	13	4390	NORA DECARO	652825	135.51
4/29/2016	13	4390	SYSCO FOOD SERVICES	652857	975.88
		NON-FO	OOD SUPPLIES-4390 TOTAL		6,326.91
4/19/2016	13	4700	NEW YORK PIZZA	649076	13,024.20
4/19/2016	13	4700	PACIFIC COAST BAKING CO INC	649077	2,266.61
4/19/2016	13	4700	EARTH GRAINS BAKING CO.	649084	1,004.88
4/26/2016	13	4700	PACIFIC COAST BAKING CO INC	651615	1,359.84
4/29/2016	13	4700	CRYSTAL CREAMERY	652806	5,781.24
4/29/2016	13	4700	FOOD 4 THOUGHT LLC	652808	5,713.90
4/29/2016	13	4700	GOLD STAR FOODS INC.	652809	5,208.66
4/29/2016	13	4700	NORA DECARO	652825	275.65
4/29/2016	13	4700	SYSCO FOOD SERVICES	652857	7,012.90
		FOOD-4	4700 TOTAL		41,647.88
4/26/2016	13	5204	SEQUOIA UHSD REVOLVING FUND	651597	148.23
		MILEA	GE-5204 TOTAL		148.23
4/26/2016	13	5641	VORTEX COLORADO INC	651616	725.60
4/27/2016	13	5641	SEAL PACK	652352	1,062.84
4/27/2016	13	5641	CANNON APPLIANCE	652374	891.98
4/29/2016	13	5641	F & M PACKAGING MACHINERY INC.	652807	509.00
		EQUIP	REPAIR OUTSIDE SRVC-5641 TOTAL		3,189.42
4/6/2016	13	5813	PUBLIC EMPLOYEES' RETIREMENT S	646261	63.98
4/29/2016	13	5813	SAN MATEO COUNTY ENVIRONMENTAL	652840	2,004.00
		OTHER	CONTRACTS/SERVICES-5813 TOTAL		2,067.98
4/6/2016	13	9564	PUBLIC EMPLOYEES' RETIREMENT S	646261	19,992.27
		EMPLO	OYER H&W SUSP ACCT-9564 TOTAL		19,992.27
4/22/2016	13	9565	EMPLOYMENT DEVELOPMENT DEPT	650095	212.14
		EMPLO	OYER U.I. SUSP ACCT-9565 TOTAL		212.14
4/27/2016	13	9572	CALIFORNIA SCHOOLS VISION	652373	557.65
		EMPLO	OYER VISION SUSP ACCT-9572 TOTAL		557.65
4/15/2016	13	9573	KEENAN & ASSOCIATES	648436	73.09
		EMPLO	OYER LIFE INS SUSP ACCT-9573 TOTAL		73.09
4/15/2016	13	9574	HEALTH AND HUMAN RESOURCE	648435	22.54
			ON HEALTH SUSP ACCT-9574 TOTAL		22.54
4/15/2016	13	9575	THE HARTFORD-PRIORITY ACCTS.	648434	159.30
			ORD SUSPENSE ACCT-9575 TOTAL		159.30
	RED M	AINTENA	ANCE FUND		
4/20/2016	14	5607	R.P. COATINGS INC	649542	17,600.00
4/26/2016	14	5607	B.T. MANCINI CO. INC	651627	2,743.00
		BLDG/C	GRNDS OUTSIDE SRVC-5607 TOTAL		20,343.00

Warrant				Warrant	
Date	Fund	Object	Vendor	Number	Amount
21 BUILD		-			
4/1/2016	21	4351	ACT COMPUTER SERVICES	645451	3,760.50
4/1/2016	21	4351	AMERICAN REPROGRAPHICS COMPANY	645452	228.41
4/1/2016	21	4351	OJO TECHNOLOGY INC	645453	6,355.25
4/26/2016	21	4351	SEQUOIA UHSD REVOLVING FUND	651598	31.22
			ES REGULAR-4351 TOTAL		10,375.38
4/26/2016	21	5107	JACK SCHREDER & ASSOCIATES	651576	4,458.75
		SUBAG	GREEMENTS FOR CONSULTS -5107 TO	TAL	4,458.75
4/27/2016	21	5603	MOBILE MINI INC	652376	322.10
4/29/2016	21	5603	MOBILE MODULAR	652843	4,725.00
		EQUIPN	MENT RENTAL-5603 TOTAL		5,047.10
4/26/2016	21	5607	B.T. MANCINI CO. INC	651628	3,129.15
		BLDG/0	GRNDS OUTSIDE SRVC-5607 TOTAL		3,129.15
4/26/2016	21	5810	BAY AREA NEWS GROUP - EAST BAY	651629	2,663.96
		ADVER	TISING-5810 TOTAL		2,663.96
4/1/2016	21	5813	ACT COMPUTER SERVICES	645451	5,640.75
4/1/2016	21	5813	AMERICAN REPROGRAPHICS COMPANY	645452	171.51
4/5/2016	21	5813	PUBLIC EMPLOYEES' RETIREMENT S	646042	11.28
4/12/2016	21	5813	ARBORIST ONSITE CORP	647358	2,500.00
4/19/2016	21	5813	WESTON MILES ARCHITECTS INC	649092	174,135.00
4/19/2016	21	5813	AMERICAN REPROGRAPHICS COMPANY	649094	138.08
4/19/2016	21	5813	WESTON MILES ARCHITECTS INC	649096	2,843.75
4/22/2016	21	5813	QUALITY SYS INSTALLATIONS LTD	650042	9,305.00
4/26/2016	21	5813	WESTON MILES ARCHITECTS INC	651581	132,549.25
4/29/2016	21	5813	FIRST AMERICAN TITLE	652842	500.00
		OTHER	CONTRACTS/SERVICES-5813 TOTAL		327,794.62
4/1/2016	21	6200	SANDIS	645449	2,170.00
4/1/2016	21	6200	HMC GROUP	645450	366,898.22
4/1/2016	21	6200	AMERICAN REPROGRAPHICS COMPANY	645452	1,494.02
4/12/2016	21	6200	ALLAN FRANCE	647359	18,055.00
4/15/2016	21	6200	BHM CONSTRUCTION INC	648384	134,373.32
4/15/2016	21	6200	MICHAEL HENLEY & COMPANY LLC	648385	6,120.00
4/19/2016	21	6200	CALIFORNIA BANK OF COMMERCE	649089	14,566.95
4/19/2016	21	6200	LPA INC	649090	363,390.01
4/19/2016	21	6200	SAUSAL CORPORATION	649091	276,771.96
4/22/2016	21	6200	INGRAM FIRE PROTECTION INC	650041	624.00
4/26/2016	21	6200	CONSTRUCTION SPECIALTIES LTD	651574	856,111.00
4/26/2016	21	6200	HMC GROUP	651575	3,500.00
4/26/2016	21	6200	LPA INC	651577	45,463.25
4/26/2016	21	6200	MICHAEL HENLEY & COMPANY LLC	651578	6,393.75
4/26/2016	21	6200	SPENCER ASSOCIATES	651579	34,312.00
4/27/2016	21	6200	SAN MATEO COUNTY ENVIRONMENTAL	652377	1,626.00
4/27/2016	21	6200	SANDIS	652378	560.00
4/29/2016	21	6200	AMERICAN REPROGRAPHICS COMPANY	652841	13,949.99
		BLDGS	AND IMPROV OF BLDGS-6200 TOTAL		2,146,379.47
4/12/2016	21	6201	HMC GROUP	647360	392.16
4/19/2016	21	6201	LPA INC	649090	-108,960.38
4/26/2016	21	6201	SPENCER ASSOCIATES	651630	41,578.00
		ARCHI	FECT CONTR INCREMENT ONE-6201 TOTA	AL	-66,990.22
4/15/2016	21	6202	ALTEN CONSTRUCTION INC.	648382	975,401.51
4/15/2016	21	6202	BANK OF MARIN	648383	51,336.93
4/19/2016	21	6202	LPA INC	649090	111,680.72
4/19/2016	21	6202	CALIFORNIA BANK OF COMMERCE	649095	11,150.08

Warrant				Warrant	
Date	Fund	Object	Vendor	Number	Amount
4/19/2016	21	6202	SAUSAL CORPORATION	649097	211,851.60
4/26/2016	21	6202	ADVANCED INSPECTIONS INC	651572	24,440.00
4/26/2016	21	6202	DAN BUTLER	651573	16,560.00
4/26/2016	21	6202	HMC GROUP	651575	7,557.48
4/26/2016	21	6202	LPA INC	651577	16,435.45
4/26/2016	21	6202	MICHAEL HENLEY & COMPANY LLC	651578	9,000.00
4/26/2016	21	6202	SPENCER ASSOCIATES	651579	15,474.55
4/26/2016	21	6202	TESTING ENGINEERS INC.	651580	26,727.50
		ARCHI	TECT CONTR INCREMENT TWO-6202 TO	ΓAL	1,477,615.82
4/5/2016	21	9564	PUBLIC EMPLOYEES' RETIREMENT S	646042	3,525.30
		EMPLO	YER H&W SUSP ACCT-9564 TOTAL		3,525.30
4/22/2016	21	9565	EMPLOYMENT DEVELOPMENT DEPT	650096	93.74
		EMPLO	YER U.I. SUSP ACCT-9565 TOTAL		93.74
4/27/2016	21	9572	CALIFORNIA SCHOOLS VISION	652375	61.61
			YER VISION SUSP ACCT-9572 TOTAL		61.61
4/15/2016	21	9573	KEENAN & ASSOCIATES	648439	7.50
		EMPLO	YER LIFE INS SUSP ACCT-9573 TOTAL		7.50
4/15/2016	21	9574	HEALTH AND HUMAN RESOURCE	648438	5.88
		HORIZO	ON HEALTH SUSP ACCT-9574 TOTAL		5.88
4/15/2016	21	9575	THE HARTFORD-PRIORITY ACCTS.	648437	35.40
			ORD SUSPENSE ACCT-9575 TOTAL		35.40
4/20/2016	21	9580	CALIFORNIA STATE BOARD OF EQUA	649543	477.00
			TAX LIAB ACCT-9580 TOTAL		477.00
25 CAPITA					
4/26/2016	25	4351	JONES CAMPBELL	651631	37,245.83
			ES REGULAR-4351 TOTAL		37,245.83
4/27/2016	25	5601	HAULAWAY STORAGE CONTAINERS	652379	829.92
			LEASES-5601 TOTAL		829.92
4/19/2016	25	5813	WESTON MILES ARCHITECTS INC	649093	21,000.00
4/22/2016	25	5813	QUALITY SYS INSTALLATIONS LTD	650043	5,500.00
			CONTRACTS/SERVICES-5813 TOTAL		26,500.00
4/22/2016	25	6200	SPENCER ASSOCIATES	650044	1,750.00
4/29/2016	25	6200	ALLAN FRANCE	652844	920.00
			AND IMPROV OF BLDGS-6200 TOTAL		2,670.00
4/22/2016	25	9565	EMPLOYMENT DEVELOPMENT DEPT	650097	0.38
25 00 001	F		YER U.I. SUSP ACCT-9565 TOTAL		0.38
35 CO SCH				< 5 00.00	51.51
4/22/2016	35	4351	HOME DEPOT CREDIT SERVICES	650069	51.74
1/2 / /201 /	2.5		ES REGULAR-4351 TOTAL	<51 < 0.5	51.74
4/26/2016	35	5901	AT&T	651625	36.71
4/22/2016	25		S-5901 TOTAL	650000	36.71
4/22/2016	35	9565	EMPLOYMENT DEVELOPMENT DEPT	650098	0.46
40 CDECLA	I PINI	_	YER U.I. SUSP ACCT-9565 TOTAL		0.46
40 SPECIA				640111	10 110 05
4/19/2016	40	4351	JONES CAMPBELL	649111	12,110.85
4/10/2016	40	4400	ES REGULAR-4351 TOTAL	C40111	12,110.85
4/19/2016	40		JONES CAMPBELL DITAL IZED FOLUDIMENT 4400 TOTAL	649111	4,042.65
4/22/2017	40		PITALIZED EQUIPMENT-4400 TOTAL	650000	4,042.65
4/22/2016	40	9565 EMDLO	EMPLOYMENT DEVELOPMENT DEPT	650099	0.05
4/20/2016	40		YER U.I. SUSP ACCT-9565 TOTAL	640544	0.05
4/20/2016	40	9580	CALIFORNIA STATE BOARD OF EQUA	649544	872.01
			TAX LIAB ACCT-9580 TOTAL		872.01
		DISTRI	CT TOTAL		7,451,568.38

SEQUOIA UNION HIGH SCHOOL DISTRICT Interest Earnings - Fiscal Year 2015-16

4		REVOLVING	QUARTERLY		. Beer amount one	
01	GENERAL FUND	7.646	32.047	37.686	3 173	SO SE2
60	EAST PALO ALTO ACADEMY		81			81
11	ADULT EDUCATION FUND		1,385		,	1.385
13	CAFETERIA FUND		(210)	,		(210)
14	DEFERRED MAINTENANCE FUND		19,131	1	•	19.131
17	SPECIAL RESERVE FUND OTHER THAN CAPITAL PROJECTS		2,844	1		2.844
20	SPECIAL RESERVE POST EMPLOYMENT BENEFITS		15,103		1	15.103
21	BUILDING FUND		328,406		1	328.406
25	CAPITAL FACILITIES FUND		17,667		1	17,667
35	CO SCHOOL FACILITIES FUND	ı	13,733		ŀ	13.733
40	SPECIAL RESERVE FUND CAPITAL PROJECTS		11,088			11,088
	Total	7,646	441,274	37,686	3,173	489.779



Sandie Arnott

TREASURER- TAN COLLECTOR

TREASURER - TAN COLLECTOR - REVENUE SERVICES

Charles M. Toystein ASSISTANT TREASURER.

Robin N. Elliott ASSISTANT TAY COLLECTOR.

DATE:

April 11, 2016

TO:

San Mateo County Pool Participants

FROM:

Sandie Arnott. Treasurer-Tax Collector

SUBJECT:

March, 2016 – Monthly/Quarterly Investment Report

Gross earnings for the month ending March 31, 2016 were 0.991%. Gross earnings for the quarter ending March 31, 2016 were 0.934%. The Current Average Maturity of the portfolio is 1.25 years with an average duration of 1.21 years. The Current Par Value of the pool is \$4.645 Billion. The largest non-government aggregate position is currently Wells Fargo at 3.23%. The portfolio continues to hold no derivative products.

The San Mateo County Pool complies with Government Code Section 53646, which requires the ability to meet its expenditure requirements for the next six months.

I certify, and our investment advisor, PFM Asset Management, confirms these reports are in compliance with the investment policy dated Calendar Year 2016. Please visit our website if you wish to review PFM's monthly compliance report: http://www.sanmateocountytreasurer.org/PFMReports.html

If you have any questions regarding any of these reports, please call Charles Tovstein at (650) 363-4228 or myself at (650) 363-4470.

Best regards,

Sandie Arnott

Treasurer-Tax Collector

COUNTY OF SAN MATEO ESTIMATED SUMMARY OF POOL EARNINGS MARCH 2016

	Par Value	Gross <u>Earnings</u>
Fixed Income Securities Maturing > 1 year		
U S Treasury Notes	525,000,000	\$409,090.57
U S Treasury Notes-Floater	,	, ,
Federal Agencies	944,856,000	614,588.00
Corporate Notes	340,595,000	401,398.03
Floating Rate Securities	185,000,000	127,645.48
	1,995,451,000	\$1,552,722.08
Short Term Securities Maturing < 1 year		
J S Treasury Notes	50,000,000	33,164.13
Federal Agencies	1,575,431,000	475,346.92
Corporate Notes	151,500,000	82,518.05
Floating Rate Securities	163,000,000	101,704.57
_AIF	65,000,000	21,693.99
Commercial Paper	285,000,000	107.748.61
Certificate of Deposit	80,000,000	35,446.72
J S Treasury Bills	25,000,000	6,350.69
Repurchase Agreements	255,500,000	2,129.17
	2,650,431,000	\$866,102.85
Total Accrued Interest	4,645,882,000	\$2,418,824.93
Realized Gain/Loss & Interest Received		
J S Treasury Notes		\$997,941.10
Federal Agencies		263,023.00
Corporate Notes		27,875.28
Floating Rate Securities		54,058.08
Repurchase Agreements		83,671.54
Total Realized Income		\$1,426,569.00
TOTAL DOLLAR EARNINGS		\$3,845,393.93
AVERAGE BALANCE		\$4,581,388,501.64
GROSS EARNINGS RATE / GROSS DOLLAR EARNINGS ADMINISTRATION FEES	0.991%	\$3,845,393.93 (\$446,247.27)
		<u> </u>

COUNTY OF SAN MATEO SUMMARY OF POOL EARNINGS Q3 2015-2016

	Par Value	Gross <u>Earnings</u>
ixed Income Securities Maturing > 1 year		
J S Treasury Notes	525,000,000	\$783,366.00
Federal Agencies	944,856,000	1,491,372.70
Corporate Notes	340,595,000	971,626.18
Floating Rate Securities	185,000,000	252,776.22
	1,995,451,000	\$3,499,141.10
Short Term Securities Maturing < 1 year		
J S Treasury Notes	50,000,000	97,352.76
Federal Agencies	1,575,431,000	952,994.36
Corporate Notes	151,500,000	201,929.10
Floating Rate Securities	163,000,000	201,196.06
_AIF	65,000,000	54,480.87
Commercial Paper	285,000,000	225,162.50
Certificate of Deposit	80,000,000	79,804.64
J S Treasury Bills	25,000,000	10,652.78
Repurchase Agreements	255,500,000	2,129.17
topulario i i i i i i i i i i i i i i i i i i	2,650,431,000	\$1,825,702.24
Total Accrued Interest	4,645,882,000	\$5,324,843.34
Realized Gain/Loss & Interest Received	4,645,882,000	.,,,
Realized Gain/Loss & Interest Received J S Treasury Notes	4,645,882,000	\$2,672,596.99
Realized Gain/Loss & Interest Received J S Treasury Notes Federal Agencies	4,645,882,000	\$2,672,596.99 1,311,544.15
Realized Gain/Loss & Interest Received J S Treasury Notes Federal Agencies Corporate Notes	4,645,882,000	\$2,672,596.99 1,311,544.15 612,698.69
Realized Gain/Loss & Interest Received J S Treasury Notes Federal Agencies Corporate Notes Floating Rate Securities	4,645,882,000	\$2,672,596.99 1,311,544.15 612,698.69 312,983.16
Realized Gain/Loss & Interest Received J S Treasury Notes Federal Agencies Corporate Notes Floating Rate Securities LAIF	4,645,882,000	\$2,672,596.99 1,311,544.15 612,698.69 312,983.16 8,577.54
Realized Gain/Loss & Interest Received J S Treasury Notes Federal Agencies Corporate Notes Floating Rate Securities _AIF Commercial Paper	4,645,882,000	\$2,672,596.99 1,311,544.15 612,698.69 312,983.16 8,577.54 86,464.02
Realized Gain/Loss & Interest Received J S Treasury Notes Federal Agencies Corporate Notes Floating Rate Securities _AIF Commercial Paper Certificate of Deposit	4,645,882,000	\$2,672,596.99 1,311,544.15 612,698.69 312,983.16 8,577.54 86,464.02 15,455.25
Realized Gain/Loss & Interest Received J S Treasury Notes Federal Agencies Corporate Notes Floating Rate Securities LAIF Commercial Paper Certificate of Deposit J S Treasury Bills	4,645,882,000	\$2,672,596.99 1,311,544.15 612,698.69 312,983.16 8,577.54 86,464.02 15,455.25 4,537.77
Realized Gain/Loss & Interest Received J S Treasury Notes Federal Agencies Corporate Notes Floating Rate Securities _AIF Commercial Paper	4,645,882,000	\$2,672,596.99 1,311,544.15 612,698.69 312,983.16 8,577.54 86,464.02 15,455.25
Realized Gain/Loss & Interest Received J S Treasury Notes Federal Agencies Corporate Notes Floating Rate Securities _AIF Commercial Paper Certificate of Deposit U S Treasury Bills Repurchase Agreements	4,645,882,000	\$2,672,596.99 1,311,544.15 612,698.69 312,983.16 8,577.54 86,464.02 15,455.25 4,537.77 316,243.90
Realized Gain/Loss & Interest Received J S Treasury Notes Federal Agencies Corporate Notes Floating Rate Securities _AIF Commercial Paper Certificate of Deposit U S Treasury Bills Repurchase Agreements Total Realized Income	4,645,882,000	\$2,672,596.99 1,311,544.15 612,698.69 312,983.16 8,577.54 86,464.02 15,455.25 4,537.77 316,243.90 \$5,341,101.47
Realized Gain/Loss & Interest Received U. S. Treasury Notes Federal Agencies Corporate Notes Floating Rate Securities LAIF Commercial Paper Certificate of Deposit U. S. Treasury Bills Repurchase Agreements Total Realized Income	0.934%	\$2,672,596.99 1,311,544.15 612,698.69 312,983.16 8,577.54 86,464.02 15,455.25 4,537.77 316,243.90 \$5,341,101.47
Realized Gain/Loss & Interest Received J S Treasury Notes Federal Agencies Corporate Notes Floating Rate Securities LAIF Commercial Paper Certificate of Deposit U S Treasury Bills Repurchase Agreements Total Realized Income TOTAL DOLLAR EARNINGS		\$2,672,596.99 1,311,544.15 612,698.69 312,983.16 8,577.54 86,464.02 15,455.25 4,537.77 316,243.90 \$5,341,101.47 \$10,665,944.81

Carlmont High School

- \$5,000 from Carlmont Sports Boosters to Athletics
- \$4,170 from Carlmont Sports Boosters to Boys Volleyball
- \$1,320 from Carlmont Sports Boosters to Boys Lacrosse
- \$1,000 from an anonymous donor to the Girls Lacrosse team
- \$1,000 from Carlmont Sports Boosters to swimming

Menlo Atherton High School

- \$17,393 from M-A Athletic Boosters for coaching stipends
- \$6,102 from Snap-Raise for M-A Wrestling
- \$2,000 from the M-A PTA for AP test fee supplementation
- \$2,000 from Silicon Valley Community Foundation for two (2) \$1,000 Community Service scholarships for graduating seniors
- \$2,000 from the Knapp family for M-A Boys Volleyball
- \$1,125 from Stephen & Adrienne Fioretti for Basketball Coaching stipends
- \$1,000 from William Beasley for Basketball coaching stipends
- \$1,000 from anonymous donor for Baseball
- \$1,000 from Brian and Jennifer Rodrigues for Baseball
- \$1,000 from Peter & Margaret Perrone for Basketball coaching stipends
- \$1,000 from William C. Edwards for KCEA
- \$1,000 from Georg & Birgitt Schuele for Band
- \$750 from Guy Plumbing & Heating Inc. for Baseball
- \$535 from Steve Bruce for Track/Field
- \$522 from Ms. Carolee Levick Hazard for Girls Basketball
- \$500 from Robert & Jackie MacDonald for Track/Field coaching stipend
- \$500 from anonymous donor for Baseball
- \$500 from anonymous donor for Baseball
- \$500 from anonymous donor for Baseball
- \$500 from CA Association of DECA, Inc. for the DECA club
- \$500 from Redwood Chapter, National Junior Basketball for M-A sports

- \$300 from Keith Bley for Baseball
- \$287 from Jefrey Kline for Girls Basketball
- \$275 from Christine P. Scofield for Track/Field
- \$270 from Randy & Elizabeth Tinsley for Track/Field
- \$270 from Julie J. Davis for Track/Field
- \$270 from Scott G. & Deborah K. Eagle for Track/Field
- \$270 from Daniel C. & Kimberly H. Steere for Track/Field
- \$270 from Jill R. Maines for Track/Field
- \$270 from Jane & Man-Wah Tan for Track/Field coaching stipend
- \$250 from Douglas J. MC Mahon for KCEA
- \$250 from Amy Oro & Anthony Oro for Boys Soccer
- \$250 from the Discher family for Baseball
- \$250 from Kristi & Scott Waldron for Track/Field coaching stipend
- \$250 from Roger & Elizabeth Toguchi for bus passes
- \$250 from Cindy Lao Hua for Baseball
- \$250 from Facebook for BSU
- \$250 from Andres & Renee Pech for Wrestling
- \$250 from M-A Foundation for the Future for Robotics
- \$250 from Greg Baty for Baseball
- \$250 from Olga Pulido-Crowe & Robert Crowe for Girls Basketball
- \$250 from Danny and Leslie Burke for Baseball
- \$250 from Parimal and Jessica Patel for Dance
- \$250 from Robert H. & Esther Dicks for

- \$473 from Darin & Carla Sparrow for Girls Basketball
- \$450 from Peninsula Bay Chapter of Links for BSU
- \$441 from Charmaine Conui for Girls Basketball
- \$425 from Jeff & Elizabeth Tripaldi for Basketball Coaching stipends
- \$400 from The Sequoias Portola Valley Resident Association for Band
- \$400 from Robert Olshausen & Lisa Decosta for Baseball
- \$400 from Martin Lars & Charlotta Anderlind for Cheer coaching stipend
- \$370 from Synthia Wong for Track/Field
- \$356 from Yolande King for Girls Basketball
- \$341 from David & Kate Kennedy for Girls Basketball
- \$330 from Aaron & Sandra Payne Timm for Track/Field coaching stipend
- \$320 from Earl L. & Maria D. Hilton for boys soccer
- \$300 from Christine Franco for Track/Field coaching stipend
- \$300 from Scott & Mary Brady for Girls Basketball
- \$300 from Steven Hoyem & Jessica Evert for Girls Basketball

- boys golf tournament fees
- \$250 from the Kirkpatrick family for Boys Golf
- \$245 from Gordon Paul & Frances Diane Gray for Track/Field
- \$235 from Dennis Chan for Track/Field
- \$228 from Patrick & Helen Plewman for Girls Basketball
- \$216 from Judy & Andrew Kirkpatrick for Girls Basketball
- \$210 from the Quinn family for Track/Field
- \$200 from Bradley & Suzanne Taylor for Track/Field coaching stipend
- \$200 from Wesley Guy & Maily Ha Brewer for Track/Field coaching stipend
- \$200 from Sarah Wright for Baseball
- \$200 from Soctt w. & Jill M. Stanley for Track/Field
- \$200 from BITWIZ, INC for cheer
- \$200 from Julie Ann Lowery-Min & David Min for Track/Field coaching stipend
- \$200 from Kristina Anne Nasr for Track/Field coaching stipend
- \$200 from Robert J. Mason & Margaret Mason for KCEA
- \$200 from P Town Push Rods for Baseball
- \$200 from David G. Frausto for KCEA
- \$200 from J.L. Lewis for KCEA
- \$200 from Robert L. Shedo for KCEA
- \$200 from Car Crazy Promotions for Baseball

Sequoia High School

- \$2,794 from the Unitarian Fellowship of Redwood City for dream Club.
- \$2,000 from Mr. and Mrs. Bittner for Bittner Family Scholarship
- \$1,000 from Vidler Water Co. for Mitchell Scholarship
- \$1,000 from Pico Holdings, Inc. for Mitchell Scholarship
- \$1,000 from Mr. and Mrs. Wong for the Wong Family Scholarship
- \$1,000 from Mr. and Mrs. Milne for Golf
- \$1,000 from Friends of Kids for the Tommy Thompson Scholarship
- \$100 from Mr. and Mrs. Singh for boys Soccer

- \$400 from the Sequoia Class of 1975 for 1975 Alumni Scholarship
- \$250 from the Fukuji Family for Baseball
- \$250 from Mr. and Mrs. Mathieu for Baseball
- \$250 from Mr. Wangsness for Baseball
- \$250 from the Desbrisay Family for Baseball
- \$200 from SHS Alumni for French Club
- \$150 from Mr. and Mrs. MacAvoy for Dream Club
- \$120 from Mr. and Mrs. Shing for Wrestling
- \$100 from Mr. and Mrs. Russell for Class of 1975 Scholarship

- \$100 from Mr. and Mrs. Beatty for Tennis Club
- \$100 from Mr. and Mrs. True for Softball
- \$100 from Mr. and Mrs. Digel for Track
- \$100 from Jose Avina for Boys soccer
- \$100 from Mr. and Mrs. Southward for 1975 Alumni Scholarship
- \$100 from Ms. Garcia for Boys Soccer

Redwood High School

- \$2,119 Environmental Volunteers for field trip transportation expenses
- \$350 University of California Davis school incentive
- \$306 The Heal Project for field trip expenses.
- \$249 Anonymous for field trip transportation expenses
- \$221 The Home Depot rebate
- \$203 Environmental Volunteers for field trip transportation expenses

Woodside High School

- \$10,350 from Athletic Boosters for Baseball, Girl Soccer, Swim and Badminton
- \$10,000 from Randy Gabrielson for Baseball
- \$5,600 from WHS Athletic Booster for Girls Soccer, Boys Basketball, Wrestling, & Baseball
- 4,000 from Patrica Cooley for Wetzel Scholarship
- \$2,000 from Silicon Valley for Scholarship fund
- \$1,000 from Friends of Kids for Men's Soccer Team
- \$1,000 from San Francisco Forty Niners Foundation for Football
- \$1,000 from Friends of Kids Inc for Boys Soccer Team
- \$1,000 from Intuitive Surgical for Robotics
- \$1,000 from Michael White for Boys Lacrosse

- \$500 from Friends of Kids for Men's Basketball Team
- \$500 from Rober & Sarah Blatner for Robotics
- \$500 from Robert Handler for Robotics
- \$500 from Friends of Kids Inc for Boys Basketball
- \$250 from Mounted Patrol Troop of Sam Mateo for Student body Fundraiser
- \$250 from Sakura Teppanyaki and Sushi for Prom
- \$250 from WHS Athlectic Booster for Music Dept
- \$250 from Karen Schwartz for Boy Lacrosse
- \$200 from Bouwien HGC Luppes for Boys Lacrosse
- \$100 from Joseph Mejia for Football
- \$100 from K. Tsuchiyose for Woodside World

BOARD OF TRUSTEES SEQUOIA UNION HIGH SCHOOL DISTRICT RESOLUTION NO. 1571

RESOLUTION EXEMPTING THE SEQUOIA UNION HIGH SCHOOL DISTRICT FROM APPLICATION OF THE CITY OF MENLO PARK ZONING ORDINANCES PURSUANT TO GOVERNMENT CODE SECTION 53094 FOR CONSTRUCTION OF CLASSROOM FACILITIES AND ASSOCIATED SITE IMPROVEMENTS AT NEW SMALL SCHOOL, LOCATED AT 150

JEFFERSON DRIVE, MENLO PARK, CALIFORNIA

RESOLVED, by the Board of Trustees of the Sequoia Union High School District ("District") that:

WHEREAS, California Government Code section 53094 authorizes the Governing Board of a school district, by a two-thirds vote, to render a city's zoning ordinances inapplicable to the proposed use of property by the school district; and

WHEREAS, the District intends to construct the New Small School project on property owned by the District at 150 Jefferson Dr. Menlo Park, California ("Project"); and

WHEREAS, the District and the Project are subject to numerous state requirements and state oversight regarding construction of the Project, which requirements are designed to ensure that school construction projects are safe and promote the public interest; and

WHEREAS, by allowing for exemptions from local zoning ordinances based on educational purposes, the State Legislature has recognized that school construction is subject to comprehensive control by the state, and compliance with local ordinances could give rise to redundancy and unnecessary cost, as well as delays; and

WHEREAS, the District has balanced the interests of the public, including those of the District and the City of Menlo Park, and determined that the interests of the public are best served by the District exercising its power under Education Code section 53094 to exempt the Project from any applicable City zoning ordinances; and

WHEREAS, in making this determination, the Governing Board recognizes that this exemption does not apply to non-classroom facilities, as defined in section 53094 of the Government Code.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND RESOLVED by the Governing Board of Sequoia Union School District as follows:

- 1. The foregoing recitals are true and correct.
- 2. By this Resolution, pursuant to Government Code Section 53094, the District renders the zoning ordinances of the City of Menlo Park inapplicable to the Project, except to the extent that the Project includes non-classroom facilities or requires application of city ordinances regulating drainage improvements and conditions, road improvements and conditions or grading plans as these relate to the design and construction of off-site improvements which affect drainage, road conditions or grading. In adopting this Resolution, the Governing Board will consider the specific requirements and conditions of city zoning ordinances relating to the design and construction of on-site improvements.
- 3. Any and all unprivileged written documents, communications and resolutions, including all planning documents with respect to the Project, are incorporated by reference as evidence in support of the findings set forth herein, including any and all staff reports relating to this Resolution.

- 4. The Superintendent, or the Superintendent's designee, is directed to notify the City of Menlo Park of this action within ten (10) days of the Board's approval of this Resolution by delivering a copy of this Resolution to the City.
- 5. The Superintendent, or the Superintendent's designee, is authorized and directed to take such further action(s) as may be necessary and appropriate to carry out the intent of this Resolution.
- 6. This Resolution shall take effect immediately upon its adoption.

ASSED, APPROVED AND ADOPTED by the Governing Board of the Sequoia Union High School District on this <u>11t</u>
ay of <u>May</u> , 2016 by the following vote:

	AYES:	
	- -	
	NOES: _	
	ABSENCES:	
ATTEST:		
Clerk to the Board of Trustees		

BOARD OF TRUSTEES, SEQUOIA UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 1572 RESOLUTION OF INTENTION TO LEVY ASSESSMENTS FOR FISCAL YEAR 2016-17, PRELIMINARILY APPROVING ENGINEER'S REPORT, AND PROVIDING FOR NOTICE OF HEARING FOR THE SEQUOIA UNION HIGH SCHOOL DISTRICT MAINTENANCE ASSESSMENT DISTRICT

RESOLVED, by the Board of Trustees (the "Board") of the Sequoia Union High School District, County of San Mateo, State of California, that:

- 1. On July 17, 1991, by its Resolution No. 816, this Board ordered the formation of and levied the first assessment within the Sequoia Union High School District Maintenance Assessment District 1991 (the "Maintenance District") pursuant to the provisions of the Landscaping and Lighting Act of 1972.
- 2. On May 21, 1997, the assessments were supported by a weighted majority of assessment ballots received in an assessment ballot proceeding conducted pursuant to the requirements of Article XIIID of the California Constitution.
- 3. On March 9, 2016, this Board adopted Resolution No. 1569, A Resolution Directing Preparation of the 2016-17 Annual Report for the Sequoia Union High School District Maintenance Assessment District. Pursuant to this resolution, SCI Consulting Group, the Engineer of Work, prepared a report in accordance with Article XIID of the California Constitution and Section 22565, *et seq.*, of the California Streets and Highways Code (the "Report"). The Report has been made, filed with the secretary of the board and duly considered by the Board and is hereby deemed sufficient and preliminarily approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under and pursuant to the foregoing resolution.
- 4. It is the intention of this Board to levy and collect assessments within the Maintenance District for fiscal year 2016-17. Within the Maintenance District, the existing and proposed improvements, and any substantial changes proposed to be made to the existing improvements, are generally described on Exhibit "A" attached and by this reference made a part of this resolution.
- 5. The Maintenance District consists of the lots and parcels shown on the boundary map of the Maintenance District on file with the secretary of the board of the Sequoia Union High School District, and reference is hereby made to such map for further particulars.

- 6. Reference is hereby made to the Engineer's Report for a full and detailed description of the improvements, the boundaries of the Maintenance District and the proposed assessments upon assessable lots and parcels of land within the Maintenance District. The Engineer's Report identifies all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed.
- 7. The assessments are not proposed to increase from the previous year's assessments.
- 8. Notice is hereby given that on June 15, 2016, at the hour of 5:30 o'clock p.m. at the Sequoia Union High School District Office, 480 James Avenue, Birch Conference Room, Redwood City, California; the Board will hold a public hearing to consider the ordering of the improvements and the levy of the proposed assessments.
- 9. Prior to the conclusion of the hearing, any interested person may file a written protest with the secretary of the board, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by such owner. Such protest or withdrawal of protest should be mailed to the Sequoia Union High School District, 480 James Avenue, Redwood City, CA 94062, attention Enrique Navas.
- 10. The secretary of the board shall cause a notice of the hearing to be given by publishing a copy of this resolution once, at least ten (10) days prior to the date of the hearing above specified, in a newspaper circulated in the Sequoia Union High School District.

PASSED AND ADOPTED this 11th day of May, 2016, by the following vote:

Secretary to the Board of Trustees	
ATTEST:	
ABSTAIN:	
ABSENT:	
NOES:	
AILS.	

AVEC .

EXHIBIT A

CAMPUS AREAS DESIGNATED TO BE UPGRADED AND MAINTAINED

UNDER MAINTENANCE ASSESSMENT DISTRICT

Carlmont High School 1400 Alameda de las Pulgas Belmont, California 94002-3585

Menlo-Atherton High School 555 Middlefield Road Atherton, California 94025-3484

Redwood High School 1968 Old Country Road Redwood City, California 94063-1099

Sequoia High School 1201 Brewster Avenue Redwood City, California 94062-1378

Woodside High School 199 Churchill Avenue Woodside, California 94062-2306

Agenda Item:	87(2)
Date:	5/11/16



SEQUOIA UNION HIGH SCHOOL DISTRICT

MAINTENANCE ASSESSMENT DISTRICT

ENGINEER'S REPORT

FY 2016-17

PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND ARTICLE XIIID OF THE CALIFORNIA CONSTITUTION

ENGINEER OF WORK:

SCICOnsultingGroup

4745 MANGELS BOULEVARD

FAIRFIELD, CALIFORNIA 94534

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FAX 707.430.4319

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SEQUOIA UNION HIGH SCHOOL DISTRICT

BOARD OF TRUSTEES

Alan Sarver, President Carrie Du Bois, Vice President Chris Thomsen, Clerk Georgia Jack, Trustee Allen Weiner, Trustee

SUPERINTENDENT

Jim Lianides

ASSISTANT SUPERINTENDENT, ADMINISTRATIVE SERVICES

Enrique Navas

ENGINEER OF WORK

SCI Consulting Group Lead Assessment Engineer, John Bliss, M.Eng., P.E. THIS PAGE INTENTIONALLY LEFT BLANK

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OVERVIEW

The Sequoia Union High School District (the "District") owns school buildings, turf and play areas, public grounds, and/or other facilities at five locations, serving an area of over 73,000 parcels. In 1991, property owners approved the Sequoia Union High School District Maintenance Assessment District ("Assessment District") which provides funding to maintain and improve the school grounds, playfields, recreational facilities and other permanent public improvements in the Sequoia Union High School District. In 1997, the assessments were supported by a weighted majority of assessment ballots received in an assessment ballot proceeding conducted pursuant to Proposition 218. This Engineer's Report has been prepared to establish the basis for the continuation of the assessments for fiscal year 2014-15.

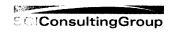
ASSESSMENT CONTINUATION

In each year for which the assessments will be levied, the Board must direct the preparation of an Engineer's Report, budgets and proposed assessments for the upcoming fiscal year. After the Engineer's Report is completed, the Board may preliminarily approve the Engineer's Report and proposed assessments and establish the date for a public hearing on the continuation of the assessments. This Report was prepared pursuant to the direction of the Board.

This Engineer's Report ("Report") was prepared to establish the budget for the improvements and services that would be funded by the proposed 2016-17 assessments, determine the benefits received by property from the improvements and services within the Assessment District and the method of assessment apportionment to lots and parcels within the Assessment District. This Report and the proposed assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIIID of the California Constitution (the "Article").

If the Board approves this Engineer's Report and the proposed assessments by resolution, a notice of public hearing must be published in a local paper at least 10 days prior to the date of the public hearing. The resolution establishing the date for a public hearing is used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for June 15, 2016. At this hearing, the Board will consider approval of a resolution confirming the assessments for fiscal year 2016-17. If the assessments are so confirmed and approved, the levies will be submitted to the San Mateo County Controller by August 2016 for inclusion on the property tax roll for Fiscal Year 2016-17.



LEGAL ANALYSIS

Proposition 218

The assessments are levied consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now codified as Articles XIIIC and XIIID of the California Constitution. Proposition 218 governs the levy of assessments to fund the cost of providing services and improvements, as well as maintenance and operation expenses for public improvement which benefit the assessed property.

Proposition 218 prescribes a number of important requirements, including property-owner balloting for the imposition, increase and extension of assessments and the preparation of this Engineer's Report, and these requirements are satisfied by the process used to establish and continue the assessments.

SILICON VALLEY TAXPAYERS ASSOCIATION, INC. V SANTA CLARA COUNTY OPEN SPACE AUTHORITY

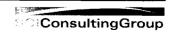
In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA vs. SCCOSA"). This ruling is the most current legal guidance clarifying the requirements of Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the assessment district

This Engineer's Report has been prepared to follow the guidance provided by the SVTA vs. SCCOSA decision for complying with the requirements of Article XIIIC and XIIID of the California Constitution. Specifically, as described in this Engineer's Report the improvements to be funded are clearly defined; the benefiting property in the Assessment District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the Assessment District and such special benefits provide a direct advantage to property in the Assessment District that is not enjoyed by the public at large or other property. There have been a number of clarifications made to the analysis, findings and supporting text in this Report to ensure that this consistency is well communicated.

DAHMS V. DOWNTOWN POMONA PROPERTY

On June 8, 2009, the 4th Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, *Dahms* became good law and binding precedent for assessments. In *Dahms* the court upheld an assessment that was



100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

BONANDER V. TOWN OF TIBURON

On December 31, 2009, the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

BEUTZ V. COUNTY OF RIVERSIDE

On May 26, 2010, the 4th District Court of Appeal issued a decision on the Steven Beutz v. County of Riverside ("Beutz") appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

COMPLIANCE WITH CURRENT LAW

This Engineer's Report is consistent with the requirements of Article XIIIC and XIIID of the California Constitution and with the *SVTA* decision because the Improvements to be funded are clearly defined; the Improvements are directly available to and will directly benefit property in the Assessment District; and the Improvements provide a direct advantage to property in the Assessment District that would not be received in absence of the assessments.

This Engineer's Report is consistent with *Beutz, Dahms* and *Greater Golden Hill* because the Improvements will directly benefit property in the Assessment District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and proportional special benefit to each property.

DISTRICT SCHOOL FACILITIES

The Sequoia Union High School District owns school buildings, turf and play areas, public grounds, and/or other facilities at the following locations:

- 1. Carlmont High School, 1400 Alameda de las Pulgas, Belmont
- 2. Menlo-Atherton High School, 555 Middlefield Road, Atherton
- 3. Redwood High School, 1968 Old County Road, Redwood City
- 4. Sequoia High School, 1201 Brewster Avenue, Redwood City
- 5. Woodside High School, 199 Churchill Avenue, Woodside

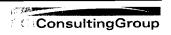
The proposed work and improvements (the "Improvements") to be undertaken by the Sequoia Union High School District Maintenance Assessment District and financed by the levy of the Sequoia Union High School District Mantenance Assessment District annual assessment provide special benefit to Assessor Parcels within the District as defined in the Method of Assessment herein. The Improvements are generally described below.

The improvements to be undertaken by the District are described as installation, maintenance and servicing of public recreational facilities and improvements, including but not limited to, turf and play areas, landscaping, irrigation systems, lighting, fencing, basketball courts, tennis courts, running tracks, security guards, graffiti removal and repainting, swimming pools, recreational facilities, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the Sequoia Union High School District.

As applied herein, "Installation" means the construction of recreational improvements, including, but not limited to, land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks and drainage, lights, playground equipment, play courts and public restrooms.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including, cultivation, irrigation, trimming, spraying, fertilization, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of electric current, or energy, gas or other source for illumination for any public lighting facilities or for the lighting or operation of any fountains, or the maintenance of any other improvements.



Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes if any pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any balloting process held for the approval of a new or increased assessment. (Streets & Highways Code §22526).

The assessment proceeds will be exclusively used for Improvements within the Assessment District plus Incidental expenses. Reference is made to the list of school buildings, turf and play areas, public grounds, and/or other facilities listed in the previous page of this Report which specifically identifies the locations of the permanent public facilities to be funded by the assessment proceeds.

For further detail, including specific expenditure and improvement plans by school site, refer to the plans and specifications for these improvements on file with the Assistant Superintendent, Administrative Services of the Sequoia Union High School District.

FIGURE 1 - ESTIMATE OF COSTS, FISCAL YEAR 2016-17

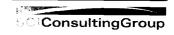
	Total	District	
	Maintenance &	Contribution for	
	Improvement Cost	General Benefit	MAD Budget
Capital Improvement & Maintenance Expenditures			
Field Renovations & Maintenance	\$1,266,203	\$1,000,000	\$266,203
Irrigation of Fields	\$95,000	\$30,000	\$65,000
Maintenance & Operation	\$907,561	\$400,318	\$507,243
Night Lighting Improvements for Community Eve	nts \$55,000	\$25,000	\$30,000
Subtotal	\$2,323,764	\$1,455,318	\$868,446
Incidental Expenses			
Assessment Administration/Contingency			\$20,900
County Collection			\$46,808
Subtotal	\$0	\$0	\$67,708
TOTAL BUDGET	\$2,323,764	\$1,455,318	\$936,154

ASSESSMENT TO SFE

Zone of	Total	Assessment	
Benefit	SFE Units	per SFE	Total *
Zone A	77,728.52	\$11.70	909,424
Zone B	3,044.36	\$8.78	26,729
Total	80,772.88		936,153

Notes to Estimate of Cost:

- 1. The item, "Total Maintenance and Improvement Cost" would provide funding for enhanced maintenance of all school grounds and recreation facilities on a daily basis, seven days per week and includes mowing turf, trimming and caring for landscaping, fertilization and aeration of grounds and playfields, routine maintenance and safety inspections, painting, replacing/repairing broken or damaged equipment, trash removal and cleanup, irrigation and irrigation system maintenance, and other services as needed.
- 2. As determined in the section entitled "Method of Apportionment," at least 55% of the cost of Improvements must be funded from sources other than the assessments to cover any general benefits from the Improvements. Therefore, out of the total cost of Improvements of \$2,323,764, the District must contribute at least \$1,278,070 from sources other than the assessments. The District will contribute \$1,455,318, which more than covers any general benefits from the Improvements.
- 3. The Act requires that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the Assessment District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the fiscal year, July 1, must be carried over to the next fiscal year.



METHOD OF APPORTIONMENT

This section of the Engineer's report explains the special and general benefits to be derived from the proposed Improvements and the methodology used to apportion the total assessment to properties within the Assessment District.

The Assessment District consists of all Assessor Parcels within the boundaries of the Sequoia Union High School District as defined by the County of San Mateo tax code areas. The method used for apportioning the assessment is based upon the proportional special benefits conferred to the properties in the Assessment District over and above the general benefits conferred to real property in the Assessment District or to the public at large. Special benefit is calculated for each parcel in the Assessment District using the following process:

- 1. Identification of all benefit factors derived from the Improvements
- 2. Calculation of the proportion of these benefits that are general
- 3. Determination of the relative special benefit within different areas within the Assessment District
- 4. Determination of the relative special benefit per property type
- 5. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type, property characteristics, and improvements on property

DISCUSSION OF BENEFIT

In summary, the assessments can only be levied based on the special benefit to property. Any and all general benefit must be funded from another source. This special benefit is received by property over and above any general benefits from the Improvements. With reference to the requirements for assessment, Section 22573 of the Landscaping and Lighting Act of 1972 states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Proposition 218, as described in Article XIIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the assessment cannot exceed the reasonable cost of the special benefits:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."



Since assessments are levied on the basis of special benefit, they are not a tax and are not governed by Article XIIIA of the California Constitution.

The SVTA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative benefits from a service or improvement are general benefits. The SVTA decision also provides specific guidance that park improvements can provide a direct advantage and special benefit to property that is proximate to a park or recreational facility:

"The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values)."

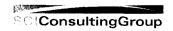
Finally, Proposition 218 twice uses the phrase "over and above" general benefits in describing special benefit. (Art. XIIID, sections 2(i) & 4(f).)

ZONES OF BENEFIT

The Sequoia Union High School District's recreational facilities and grounds, as identified in the Plans and Specifications, are open to the community and are used extensively throughout the year. The District's facilities are relatively uniformly distributed throughout the District with the exception of the far western and southern areas of the District which are rural in nature, are relatively less proximate to the improvements and have relatively less direct access to the improvements.

Accordingly, the Maintenance Assessment District is divided into zones of benefit. Zone A consists of all parcels within the District that have the highest level of proximity and access to the improvements. Within this zone of benefit, all similar properties within this zone of benefit are equally benefited because the increased benefits of proximity are generally offset increased negative factors such as increased traffic, noise, etc. that derives to parcels from increased proximity to the improvements. As a result, the increased benefit that comes from being relatively closer to a District facility is generally offset by increased vehicle and pedestrian traffic. Consequently, since all parcels in Zone A have good access and proximity to the District's grounds and recreational facilities and the benefits to relatively closer proximity are offset by other factors; the benefit is generally equal for equivalent parcels.

Zone B includes all parcels within the far western and southern areas of the District that are relatively less proximate to and have relatively less direct access to the improvements. These parcels are deemed to receive a relative special benefit that is 75% that of similar parcels located in Zone A.



The Zones of Benefit are outlined on the Assessment Diagram and are listed for each parcel on the Assessment Roll.

Within Zone A the increased benefits of greater proximity to the improvements are generally offset by increased negative factors such as increased traffic, noise, etc. that derives to parcels from increased proximity. As a result, the increased benefit that comes from being relatively closer to a District facility within a given Zone of Benefit is generally offset by other factors. Consequently, since all parcels in a Zone of Benefit have good access and proximity to the District's grounds and recreational facilities and the benefits of relatively closer proximity are offset by other factors, the benefit is generally equal for equivalent parcels within a Zone of Benefit.

SPECIAL BENEFIT FACTORS

In order to allocate the proposed assessments, the Engineer begins by identifying the types of special benefit arising from the Improvements that would be provided to property within the District. These categories of special benefit, which have been updated to reflect a recent analysis of special benefits from the Improvements, are summarized as follows:

- Extension of a property's outdoor areas for properties within the Assessment District
- 2. Proximity and access to improved outdoor grounds and recreation facilities
- 3. Improved views

The special benefits from the Improvements are further detailed below:

EXTENSION OF A PROPERTY'S OUTDOOR AREAS FOR PROPERTIES WITHIN THE ASSESSMENT DISTRICT

The District's sites in the Assessment District provide larger outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties with good and close proximity to the Improvements.

An analysis of the service radii for the Improvements, as discussed in the previous Zones of Benefit section, finds that properties in Zone A enjoy the distinct and direct advantage of being close and proximate to District sites within the Assessment District and that properties in Zone B also enjoy good proximity to the Improvements. Other properties outside the Assessment District do not enjoy this proximity that provides the effective extension of usable land area and, therefore do not receive this special benefit. The properties in the Assessment District therefore uniquely and specially benefit from the extension of usable and improved outdoor and recreational areas provided by the Improvements.

PROXIMITY AND ACCESS TO IMPROVEMENTS

Only the specific properties within close proximity to the Improvements are specially benefited and assessed in the Assessment District. Therefore, property in the Assessment District enjoys unique and valuable proximity and access to the Improvements that the public at large and other properties do not share.

In absence of the assessments, the Improvements would not be provided, because alternative funding sources are not available. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by certain parcels in the Assessment District, they provide a direct advantage and special benefit to assessed property in the Assessment District.

IMPROVED VIEWS

The District, by providing the Improvements at its sites provides improved views to properties in the Assessment District. The benefiting properties in the Assessment District enjoy close and unique proximity, access and views of the Improvements; therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the Assessment District.

GENERAL VERSUS SPECIAL BENEFIT

Article XIIIC of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide "an indirect, derivative advantage" to properties and result from the overall public benefits of the improvements.

In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

A formula to estimate the general benefit is listed below:

Special benefit, on the other hand, is defined in the state constitution as "a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large." The SVTA v. SCCOSA decision suggests that a special benefit is conferred to a property if it "receives a direct advantage from the improvement (e.g., proximity to a park)." In this Report, as noted, certain properties in the Assessment District have close and unique proximity, views and access to the Improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. As discussed below, the overwhelming proportion of the benefits conferred to property is special, and is only minimally received by property outside the Assessment District or the public at large.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided within the assessment district. It is also important to note that the improvements and services funded by the assessments in Pomona are similar to the improvements and services funded by the Assessments described in this Engineer's Report and the Court found these improvements and services to be 100% special benefit. Also similar to the assessments in Pomona, the Assessments described in this Engineer's Report fund improvements and services directly provided within the Assessment District and every benefiting property in the Assessment District enjoys proximity and access to the Improvements. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this Report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

CALCULATING GENERAL BENEFIT

In this section, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

BENEFIT TO PROPERTY OUTSIDE THE ASSESSMENT DISTRICT

Properties within the Assessment District receive the special benefits from the Improvements because properties in the Assessment District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, properties outside the boundaries of the Assessment District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside

the Assessment District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments.

A measure of the benefit to property outside the Assessment District is the percentage of parcels that are within two miles of one or more of the schools but are outside the Assessment District because, after the parcels in the Improvement District, these parcels are the most proximate to the Improvements. The general benefit to property outside of the Assessment District is calculated as follows with the parcel and data analysis performed by SCI Consulting Group.

ASSUMPTIONS:

6,201 PARCELS OUTSIDE THE DISTRICT AND WITHIN TWO MILES OF A DISTRICT SCHOOL

73.536 PARCELS IN THE ASSESSMENT DISTRICT

CALCULATION

GENERAL BENEFIT TO PROPERTY OUTSIDE THE ASSESSMENT DISTRICT = (6,201/(73,536+6,201) = 7.8%

Although it can reasonably be argued that Improvements inside, but near the District boundaries are offset by similar park and recreational improvements provided outside, but near the District's boundaries, we use the more conservative approach of finding that 7.8% of the Improvements may be of general benefit to property outside the Assessment District.

BENEFIT TO PROPERTY INSIDE THE DISTRICT THAT IS INDIRECT AND DERIVATIVE

The District's grounds and recreational facilities provide a general benefit to the property inside the District in the form of educational and recreational opportunities for students. The measure of this general benefit is the periods during which the District's grounds and facilities are used for educational purposes and are, therefore, not available to be used as a public recreation resource. This general benefit cannot be and is not funded by the Assessment.

The cost of improving and maintaining the grounds and facilities for use and enjoyment by property owners, residents, employees and customers in the District is a special benefit to property in the District because the Improvements confer the special benefit factors described above. This special benefit can be measured by the proportionate amount of time the District's grounds and facilities are available for use and enjoyment by property owners, residents, customers and employees.

The percentage of time that the District's facilities are available for public use is approximately 67%. Therefore, 67% of the cost of improvement and maintenance of the District's grounds and facilities is of special benefit to property in the District. The remaining 33% of the cost of maintenance and improvements is for the educational purposes of the District which confer general benefits to the community. The cost of these general benefits cannot be funded by the assessments, therefore 33% of the improvement budget cannot be funded by the Assessment.

Another measure of the general benefits to property within the Assessment District is the percentage of land area within the assessed areas of the Assessment District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 2% of the land area in the assessed areas is used for such regional purposes, so this is another measure of the general benefits to property within the Assessment District.

Combining these two measures, we find that 35% of the benefits are general benefits to property within the Assessment District.

BENEFIT TO THE PUBLIC AT LARGE

The general benefit to the public at large can be estimated by the proportionate amount of time that the District's parks and recreational facilities are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. Surveys of park and recreation facility usage for similar public facilities conducted by SCI Consulting Group have found that approximately 5% of the usage of the Improvements is by those who do not live, work or shop within District boundaries. When people outside the Assessment District use the Districts public lands and facilities, they diminish the availability of the Improvements for people within the Assessment District. Therefore, another 5% of general benefits are allocated for people within the Assessment District. Combining these two measures of general benefits, we find that 10% of the benefits from the Improvements are general benefits to the public at large.

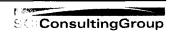
Total hours available = 365 days x 12 hours/day = 4,380 hours.

Hours for educational use (general benefit) = 178 days x 8 hours/day = 1,424 hours.

Hours available for public use = 4,380 total hours – 1,424 hours = 2,956 hours.

Percentage of time for public use = 2,956 hours / 4,380 total hours =

67%.



¹ The percentage of time that the grounds and facilities are available for public use is calculated based on the number of daylight hours in a year that the facilities are available for public use divided by the total number of daylight hours in a year. This calculation is as follows:

TOTAL GENERAL BENEFITS

Using a sum of these three measures of general benefit, we find that approximately 53% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

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GENERAL BENEFIT =

7.8 % (OUTSIDE THE DISTRICT)
+ 35.0 % (INSIDE THE DISTRICT - INDIRECT AND DERIVATIVE)
+ 10.0 % (PUBLIC AT LARGE)

= 52.8 % (TOTAL GENERAL BENEFIT)
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Although this analysis finds that 52.8% of the assessment may provide general benefits, the Assessment Engineer establishes a requirement for a minimum contribution from sources other than the assessments of 55%. This minimum contribution above the measure of general benefits will serve to provide additional coverage for any other general benefits.

The District's proposed budget for maintenance and improvement of its grounds and facilities is \$2,323,764, and the District's contribution to the maintenance and improvement of its grounds and facilities for the general benefits conferred by its educational programs is \$1,455,318. This general benefit contribution by the District equates to approximately 63% of the total budget for maintenance and improvement of grounds and facilities and more than offsets the cost of the general benefits resulting from the improvements. The remaining portion of the budget that is funded by the assessment is for the special benefits conferred on property in the District.

METHOD OF ASSESSMENT

As previously discussed, the assessments provide specific Improvements that confer direct and tangible special benefits to properties in the Assessment District. These benefits can partially be measured by the occupants on property in the Assessment District because such parcel population density is a measure of the relative benefit a parcel receives from the Improvements. Therefore, the apportionment of benefit is partially based the population density of parcels.

It should be noted that many other types of "traditional" assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Moreover, assessments have a long history of use in California and are in large part based on the principle that benefits from a service or

improvement funded by assessments that is enjoyed by tenants and other non-property owners ultimately is conferred directly to the underlying property.¹

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer's Report, all properties are designated a SFE value, which is each property's relative benefit in relation to a single family home on one parcel. The "benchmark" property is the single family detached dwelling which is one Single Family Equivalent or one SFE.

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, an assessment only for all residential improved property was considered but was determined to be inappropriate because commercial, industrial and other properties also receive direct benefits from the Improvements.

Moreover, a fixed or flat assessment for all properties of similar type was deemed to be inappropriate because larger properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. (For two properties used for commercial purposes, there is clearly a higher benefit provided to the larger property in comparison to a smaller commercial property because the larger property generally supports a larger building and has higher numbers of employees, customers and guests that would benefit from proximity and improved access to well maintained and improved parks and recreational facilities. So the potential population of employees or residents is a measure of the special benefits received by the property.) Larger parcels, therefore, receive an increased benefit from the assessments.

Finally, the special benefits derived from the Improvements are conferred on property and are not based on a specific property owner's use of the Improvements, or a specific property owner's occupancy of property or the property owner's demographic status such as age or number of dependents. However, it is ultimately people who value the special benefits described above and use and enjoy the District's recreational facilities. In other

¹. For example, in *Federal Construction Co. v. Ensign (1922) 59 Cal.App. 200 at 211*, the appellate court determined that a sewer system specially benefited property even though the direct benefit was to the people who used the sewers: "Practically every inhabitant of a city either is the owner of the land on which he resides or on which he pursues his vocation, or he is the tenant of the owner, or is the agent or servant of such owner or of such tenant. And since it is the inhabitants who make by far the greater use of a city's sewer system, it is to them, as lot owners or as tenants, or as the servants or agents of such lot owners or tenants, that the advantages of actual use will redound. But this advantage of use means that, in the final analysis, it is the lot owners themselves who will be especially benefited in a financial sense."

words, the benefits derived to property are related to the average number of people who could <u>potentially</u> live on, work at, or otherwise <u>could</u> use a property, not how the property is currently used by the present owner. Therefore, the number of people who could or potentially live on, work at or otherwise use a property is one indicator of the relative level of benefit received by a property.

In conclusion, the Assessment Engineer determined that the appropriate method of assessment apportionment should be based on the location of property, type and use of property, the relative size of the property, its relative population and usage potential and its proximity to Improvements. This method is further described below.

RESIDENTIAL PROPERTIES

Certain residential properties that contain a single residential dwelling unit are assigned 1.0 SFE. Traditional houses, zero-lot line houses, and townhomes are included in this category of single family residential property.

As stated previously, the special benefits derived from the Maintenance Assessment District are conferred on property and are not based on any one property owner's use of the Improvements. However, it is ultimately people who enjoy the special benefits described above, use the District's grounds and facilities and control property values by placing a value on special benefits to be provided by the Improvements. Moreover, the opportunity to use and enjoy the improvements, which is a special benefit to properties in the Recreation Assessment District, is related to the number of people who potentially live on, work at or otherwise use a property. Therefore, the assessments are proportionately related to the relative number of people who live on, work at or otherwise use a property.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the Improvements in proportion to the number of dwelling units that occupy each property and the average number of people who reside in multi-family residential units versus the average number of people who reside in a single family home. These demographic factors for the County of San Mateo are depicted below. The SFE factors for a condominium, multi-family units and mobile home parcels are also shown below.

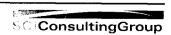


FIGURE 2 - RESIDENTIAL ASSESSMENT FACTORS

	Total	Occupied	Persons	SFE
PROPERTY TYPE	Population	Households	per Household	Factor*
Single Family Residential	412,685	140,248	2.94	1.0
Condominium**	54,284	19,331	2.81	0.9
Multi-Family Residential	158,004	65,981	2.39	0.8
Mobile Home on Separate Lot	5,695	3,238	1.76	0.6

Source: 1990 Census, San Mateo County

COMMERCIAL/INDUSTRIAL PROPERTIES

The SFE values for commercial and industrial land uses are also based on the relative number of people who work at or otherwise use the property. Employee generation factors for commercial and industrial land use from the San Diego Association of Governments Traffic Generators Study (SANDAG Study) are the basis for determining relative benefit because these factors were approved by AB530 for use in justifying commercial and industrial school facilities fees and are considered to be a good representation of the average number of employees per acre of land area for commercial and industrial properties.

The average lot size for a single family home is approximately 0.18 acres and the average number of people residing in a single family home is 2.94. Therefore, the average number of residents per acre of residential property is approximately 16.

SFE values for commercial and industrial land uses are based on the equivalence of special benefit on a land area basis between single family residential property and the average commercial/industrial property. The average number of employees per acre for commercial and industrial property is 35, which is twice the population density of single family residential property. Therefore, a commercial or industrial property with an average of 2 employees receives a similar special benefit as a residential property with 1 resident.

Likewise, the average single family home with an SFE value of 1 has approximately 3 residents. A commercial or industrial property receiving equivalent special benefit would have approximately 6 employees. This factor of equivalence of benefit between 1 resident to 2 employees is the basis for allocating commercial/industrial benefit. Figure 3, on the below, shows the average employees per acre of land area for commercial and industrial properties and lists the relative SFE factors for each land use.

^{*} The SFE factor for condominium, multi-family and mobile home parcels is based on the ratio of average persons per household for the property type versus the average persons per household for a single family residential home.

^{**} The SFE factor for condominium properties was rounded down to .90 because the relative benefit to condominium units is typically 90% of that for single family homes.

FIGURE 3 - COMMERCIAL ASSESSMENT FACTORS

Type of Commercial/Industrial Land Use	Average Employees Per Acre *	SFE Units per 1/4 Acre
Commercial	24	1.0
Office	68	2.8
Shopping Center	24	1.0
Industrial	24	1.0
Self Storage or Parking Lot	1	0.04

Source: San Diego Association of Governments Traffic Generators Study.

OTHER PROPERTIES

All properties that are benefited are assessed. Agricultural parcels without living units, utilities, certain parcels owned by public agencies, church properties, common area parcels, vacant parcels, cemeteries and schools are generally available to provide recreational or scenic benefits to the community. As such, they tend to provide similar benefits as the District's properties that would be improved by the Maintenance Assessment District. Any benefits they could receive are generally offset by the same benefits they provide. Moreover, parcels owned by a public agency or charitable organization have no assessed value and therefore do not receive the special benefit of specifically increased property values from the Maintenance Assessment District. These parcels are, therefore, not specially benefited and are not assessed.

MAXIMUM BENEFIT

Parcels of a larger size tend to have open space or other recreational facilities specifically for use of residents or employees. The benefit from the Maintenance Assessment District to these larger parcels tends to be offset by the benefit provided by the increased size of the parcel; therefore, no parcel receives a benefit greater than 5 times the benefit to a single family residential home. Consequently, the maximum benefit for any parcel is determined to be 5 SFE.

ASSESSMENT

Figure 5, on the following page, lists the formula used to calculate SFE's and the rate of assessment for each land Use Code established by the County of San Mateo. The primary factors used to determine assessments are property usage, number of residential units, and parcel size. The assessment for each parcel is listed on the Assessment Roll in the following Section. The assessments are based on the formulas summarized previously and contained in Figure 5 and the relevant zone of benefit for each parcel.

APPEALS AND INTERPRETATION

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of

assessment, may file a written appeal with the Assistant Superintendent, Administrative Services or his or her designee. The Assistant Superintendent, Administrative Services or his or her designee will promptly review the appeal and any information provided by the property owner. If the Assistant Superintendent, Administrative Services or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the Assistant Superintendent, Administrative Services or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the Assistant Superintendent, Administrative Services or his or her designee, shall be referred to the Board of Trustees of the Sequoia Union High School District and the decision of the Board of Trustees of the Sequoia Union High School District shall be final.

FIGURE 4 - DETAIL OF SINGLE FAMILY EQUIVALENTS BY ASSESSOR USE CATEGORY

Use			
Code	Land Use	SFE Factor	SFE Units *
00	Vacant		0.0
01	Single Family Residence	Dwelling	1.0
02	Two Living Units or Duplex	Dwelling	1.6
03	Three Living Units or Triplex	Dwelling	2.4
04	Four Living Units or Fourplex	Dwelling	3.2
05	Five or More Living Units	Dwelling	.80 per DU
06	Hotels/Motels	1/4 acre	•
07	The state of the s		1.0 per 1/4 acre
	Mobilehome (not on Owned Parcel)	Dwelling	See MH Park
08	Boarding House	Dwelling	.80 per DU
09	Mobilehome Park	1/4 acre	1.0 per 1/4 acre
11	Stores, 1 Story	1/4 acre	1.0 per 1/4 acre
12	Store & Office	1/4 acre	1.0 per 1/4 acre
13	Store or Office & Residence	res + 1/4 acre	1 + 1 per 1/4 acre
14	Supermarket	1/4 acre	1.0 per 1/4 acre
15	Department Store	1/4 acre	1.0 per 1/4 acre
16	Shopping Center	1/4 acre	1.0 per 1/4 acre
17	Office Building, 1 Story	1/4 acre	2.8 per 1/4 acre
18	Office Building, Multi-Story	1/4 acre	2.8 per 1/4 acre
19	Professional Building	1/4 acre	2.8 per 1/4 acre
21	Restaruants	1/4 acre	1.0 per 1/4 acre
22	Indoor Recreation	1/4 acre	1.0 per 1/4 acre
23	Finacncial	1/4 acre	1.0 per 1/4 acre
24	Service Shops	1/4 acre	1.0 per 1/4 acre
25	Service Stations	1/4 acre	1.0 per 1/4 acre
26	Auto Sales, Repair	1/4 acre	1.0 per 1/4 acre
27	Parking Lots	1/4 acre	.04 per 1/4 acre
28	Wholesale Outlets	1/4 acre	1.0 per 1/4 acre
29	Schools (Private, for profit)	1/4 acre	1.0 per 1/4 acre
31	Light Manufacturing & Industrial	1/4 acre	1.0 per 1/4 acre
32	Heavy Industry	1/4 acre	1.0 per 1/4 acre
33	Lumber Yard, Mills	1/4 acre	1.0 per 1/4 acre
34	Packing, Cotton Gins	1/4 acre	1.0 per 1/4 acre
35	Canneries	1/4 acre	1.0 per 1/4 acre
36	Food Processing	1/4 acre	1.0 per 1/4 acre
37	Mineral Processing	1/4 acre	1.0 per 1/4 acre
38	Warehouse	1/4 acre	1.0 per 1/4 acre
39	Open Storage	1/4 acre	1.0 per 1/4 acre
00	Open ownage	1/4 acre	1.0 per 1/4 acre

^{*} Maximum SFE for any parcel is 5

FIGURE 4 - DETAIL OF SINGLE FAMILY EQUIVALENTS BY ASSESSOR USE CATEGORY - CONT.

Use			
Code	Land Use	SFE Factor	SFE Units *
40	Row Crops	Dwelling	1.0 per DU
41	Row Crops & Dry Farm	Dwelling	1.0 per DU
42	Timber Preserve Zone, Vacant	Dwelling	1.0 per DU
43	Timber Preserve Zone, Improved	Dwelling	1.0 per DU
44	Agricultural Preserve, Vacant	Dwelling	1.0 per DU
45	Agricultural Preserve, Improved	Dwelling	1.0 per DU
46	Dry Farm, Pasture	Dwelling	1.0 per DU
47	Grazing	Dwelling	1.0 per DU
48	Wooded, Timber	Dwelling	1.0 per DU
49	Brush, Barren	Dwelling	1.0 per DU
50	Vacant under 40 Acres	1/4 acre	0 per 1/4 acre
51	Rural Single Family Residence, Under 5 Acres	Dwelling	1.0
52	Rural Single Family Residence, 5 to 40 Acres	Dwelling	1.0
53	Rural Single Family Residence, 0 to 40 Acres	Dwelling	1.0
54	Multiuse Improvements, under 5 Acres	Dwelling	1.0 per 1/4 acre
55	Multiuse Improvements, 5 to 40 Acres	Dwelling	1.0 per 1/4 acre
56	Multiuse Improvements, 0 to 40 Acres	Dwelling	1.0 per 1/4 acre
57	Auxiliary Farm Improvements	1/4 acre	0 per 1/4 acre
58	Miscellaneous Ag. Improvements	1/4 acre	0 per 1/4 acre
59	Nurseries & Greenhouse	1/4 acre	1.0 per 1/4 acre
61	Drive In Theater	1/4 acre	1.0 per 1/4 acre
62	Airport	1/4 acre	1.0 per 1/4 acre
63	Marina	1/4 acre	1.0 per 1/4 acre
64	Clubs, Lodges, Dance Halls	1/4 acre	1.0
65	Auditorium, Stadium, Pier	1/4 acre	1.0 per 1/4 acre
66	Golf Course (Buildings)	1/4 acre	1.0 per 1/4 acre
67	Race Track	1/4 acre	1.0 per 1/4 acre
68	Camp	1/4 acre	1.0 per 1/4 acre
69	Park	1/4 acre	0 per 1/4 acre

^{*} Maximum SFE for any parcel is 5

FIGURE 4 - DETAIL OF SINGLE FAMILY EQUIVALENTS BY ASSESSOR USE CATEGORY - CONT.

Use Code	Land Use	SFE Factor	SFE Units *
70	Undefined Institutional	1/4 acre	0 per 1/4 acre
.71	Church	1/4 acre	0 per 1/4 acre
72	School	1/4 acre	0 per 1/4 acre
73	College	1/4 acre	0 per 1/4 acre
74	Hospital	1/4 acre	0 per 1/4 acre
75	Nursing, Convalescent Resthome & Orphanges	1/4 acre	0 per 1/4 acre
76	Post Office	1/4 acre	0 per 1/4 acre
77	Mortuaries, Cemeteries, & Mausoleums	1/4 acre	0 per 1/4 acre
78	Community Center	1/4 acre	0 per 1/4 acre
79	Commercial, Industrial, Miscellaneous	1/4 acre	1 per 1/4 acre
81	Utility Water Company, Radio Station	1/4 acre	0 per 1/4 acre
82	Mining	1/4 acre	0 per 1/4 acre
83	Gas & Oil Wells	1/4 acre	0 per 1/4 acre
84	Pipelines, Canals	1/4 acre	0 per 1/4 acre
85	Right of Way	1/4 acre	0 per 1/4 acre
86	Water Rights	1/4 acre	0 per 1/4 acre
87	Underwater, Marsh	1/4 acre	0 per 1/4 acre
88	Highway & Streets	1/4 acre	0 per 1/4 acre
89	Residential Miscellaneous	1/4 acre	0 per 1/4 acre
91	More than One Detached Living Unit	Dwelling	1.0
92	Single Family Residence Converted to Two Units	Dwelling	1.6
93	Single Family Residence and Duplex or Triplex	Dwelling	.80 per DU
94	Two Duplexes	Dwelling	3.2
95	Any Combination not Covered in Use 91, 92, 93 or 94, four o	Dwelling	.80 per DU
96	One Fourplex plus any Other Combination of Units such as a	Dwelling	.80 per DU
97	Residential Condominium	Dwelling	0.9
98	Cooperative	Dwelling	.80 per DU
99	Retired Parcel		0

^{*} Maximum SFE for any parcel is 5

WHEREAS, on March 9, 2016 the Board of Trustees of the Sequoia Union High School District, Redwood City, California, pursuant to the provisions of the Landscaping and Lighting Act of 1972, adopted its Resolution Directing Preparation of the 2016-17 Annual Report of the Sequoia Union High School District Maintenance Assessment District for the proposed improvements and changes in existing public improvements, more particularly therein described;

WHEREAS, the Resolution directed the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs, a diagram for the assessment district and an assessment of the estimated costs of the improvements upon all assessable parcels within the assessment district, to which Resolution and the description of the proposed improvements therein contained, reference is hereby made for further particulars;

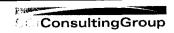
NOW, THEREFORE, the undersigned, by virtue of the power vested in me under the Act and the order of the Board of Trustees of the Sequoia Union High School District, hereby make the following assessment to cover the portion of the estimated cost of the Improvements, including the maintenance and servicing thereof and the costs and expenses incidental thereto to be paid by the assessment district.

The amount to be paid for the Improvements, including the maintenance and servicing thereof and the expenses incidental thereto, to be paid by the assessment district for the fiscal year 2016-17 is generally as follows:

FIGURE 5 – SUMMARY OF COSTS, FY 2016-17

	FY 2016-17
	Budget
Capital Improvement & Maintenance Expenditures	\$2,323,764
Less: School District Contribution for General Benefits	(\$1,455,318)
Net Cost of Improvement & Maintenance Expenditures	\$868,446
Incidental Expenses	\$67,708
NET AMOUNT TO ASSESSMENTS	\$936,154

As required by the Act, an Assessment Diagram is hereto attached showing the exterior boundaries of the Maintenance Assessment District as the same existed at the time of the passage of the Resolution. The distinctive number of each parcel or lot of land in the Maintenance Assessment District is its Assessor Parcel Number appearing on the Assessment Roll.



And I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including maintenance and servicing thereof, upon the parcels or lots of land within the Maintenance Assessment District, in accordance with the special benefits to be received by each parcel or lot, from the maintenance of the improvements, and more particularly set forth in the Cost Estimate hereto attached and by reference made a part hereof.

The assessment is made upon the parcels or lots of land within the Maintenance Assessment District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of San Mateo for the fiscal year 2016-17. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

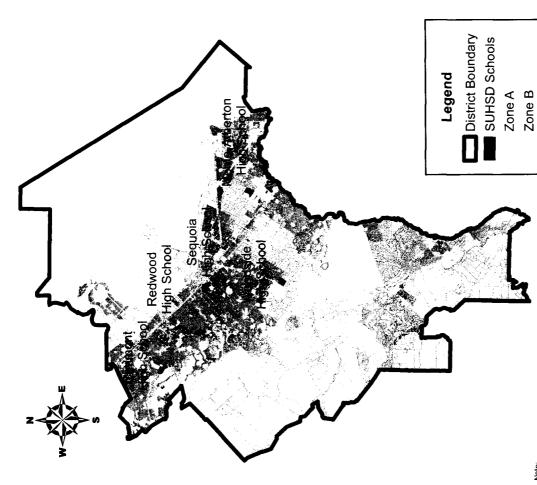
I hereby place opposite the Assessor Parcel Number for each parcel within the Assessment Roll, the amount of the assessment for the fiscal year 2016-17 for each parcel or lot of land within the Maintenance Assessment District.

Dated: March 29, 2016

Engineer of Work

John Bliss, License No. C052091





FILED IN THE OFFICE OF THE SECRETARY OF THE BOARD OF TRUSTEES OF THE SEQUOIA UNION HIGH SCHOOL DISTRICT, COUNTY OF SAN MATEO, 2016. CALIFORNIA, THIS

SECRETARY OF THE BOARD OF TRUSTEES

RECORDED IN THE OFFICE OF THE SECRETARY OF THE ASSISTANT SUPERINTENDENT, ADMINISTRATIVE SERVICES OF THE SEQUOIA UNION HIGH SCHOOL DISTRICT, COUNTY OF SAN MATEO, CALIFORNIA THIS DAY OF

ASSISTANT SUPERINTENDENT, ADMIN. SERVICES

AN ASSESSMENT WAS CONFIRMED AND LEVIED BY
THE BOARD OF TRUSTEES OF THESEQUOIA UNION
HIGH SCHOOL DISTRICT, COUNTY OF SAN MATEO, ON
THE LOTS, PIECES AND PARCELS OF LAND ON THIS
ASSESSMENT DIAGRAM ON THE
2015 FOR THE FISCAL YEAR 2016-17 AND SAID ASSESSMENT
DIAGRAM AND THE ASSESSMENT ROLL FOR SAID
FISCAL YEAR WERE FILED IN THE OFFICE OF THE
COUNTY AUDITOR OF THE COUNTY OFSAN MATEO
ON THE
DAY OF
REFERENCE IS HEREBY MADE TO SAID RECORDED
ASSESSMENT ROLL FOR THE EXACT AMOUNT OF EACH
ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND.

SECRETARY OF THE BOARD OF TRUSTEES

NOTE:
REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS
OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE
COUNTY OF SANMATEO FOR A DETAILED
DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY
PARCEL SHOWN HEREIN, THOSE MAPS SHALL GOVERN
FOR ALL DETAILS CONCERNING THE LINES AND
DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS
DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS
DEATTHEID IN SAID MAPS BY ITS DISTINCTIVE ASSESSORS
PARCEL NUMBER

PREPARED BY SCI CONSULTING GROUP 4745 MANGELS BOULEVARD FAIRFIELD CA 94534 707-430-4300

ASSESSMENT DIAGRAM
Sequoia Union High School District
Maintenance Assessment District

ASSESSMENT ROLL FISCAL YEAR 2016-17

Reference is hereby made to the Assessment Roll in and for the assessment on file in the office of the Secretary of the Board of Trustees, as the Assessment Roll is too voluminous to be bound with this Engineer's Report.

Agenda Ite	m:81	
Date:	5/11/16	

SEQUOIA UNION HIGH SCHOOL DISTRICT INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into effective NOVEMBER 1, 20 15 (the "Effective Date"), by and between the Sequoia Union High School District ("District") and Derivi Castellanos Architects ("Contractor").

- Contractor Services. In consideration of the payments set forth herein and in Exhibit B, Contractor shall
 perform services for the District in accordance with the terms, conditions, and specifications set forth
 herein and in Exhibit A.
- 2. <u>Contractor Qualifications.</u> Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contractor Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.
- 3. Term. This Agreement shall begin on July 1 , 20 15, and shall terminate upon completion of the Services, but no later than June 30 , 20 16 ("Term"), unless the Agreement is terminated sooner as set forth in Paragraph 4 below. There shall be no extension of the Term of this Agreement unless the extension is pursuant to a duly executed written amendment to this Agreement.
- 4. <u>Termination</u>. Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party; however the parties may agree in writing to a shorter time period for the effectiveness of such termination. The District's Superintendent or the Superintendent's designee shall have the authority to terminate this Agreement on behalf of the District. Notwithstanding the foregoing, District may terminate this Agreement effective immediately and at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, Contractor or the Contractor Parties commits any act or omission that exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of said notice.
- 5. <u>Availability of funds.</u> The District may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or district funds, by providing written notice to Contractor as soon as is reasonably possible after the District learns of said unavailability of outside funding.
- 6. Payment. In consideration of the Services described in this Agreement, District agrees to pay Contractor at the rate of \$ N/A per NA, as described in Exhibit B to this Agreement. The rate shall not be increased by Contractor over the course of this Agreement unless set forth in a duly executed written amendment to this Agreement. Total payment by District to Contractor shall not exceed \$20,000.00 District agrees to pay Contractor within sixty (60) days of receipt of an invoice from Contractor in a form reasonably acceptable to the District, including any additional supporting documentation reasonably requested by District. Any work performed by Contractor in excess of said amount shall not be compensated.
- 7. <u>Indemnity.</u> Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, and members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this

Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services. Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

- 8. Equipment and Materials. Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor of the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by District and in such case must be promptly remedied or replaced by Contractor at no additional cost to District and subject to District's reasonable satisfaction.
- 9. Insurance. Without in any way limiting Contractor's liability or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000.00 each occurrence and \$2,000,000.00 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, et seq., if applicable; and neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If any of the required insurance is not reinstated. District may, at its sole option, terminate this Agreement, All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.
- 10. Independent Contractor Status. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that s/he and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.
- 11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.
- 12. <u>Fingerprinting/Criminal Background Investigation Certification.</u> Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the

boxes below, Contractor hereby represents and warrants to District the following:
A. Contractor and/or the Contractor Parties shall <u>have no contact</u> with District students at any time during the Term of this Agreement or the Contractor and/or Contractor Parties will have contact with District students only when under the observation of a District employee.
B. The following Contractor/Contractor Parties will have contact with District students during the term of this Agreement while not under the observation of a District employee:
[Attach and sign additional pages, as needed.]
C. C (Required only if Box 12.B is checked.) All of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.
Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify the District's Assistant Superintendent of Human Resources and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible. The Parties further understand and agree that the District's Superintendent or the Superintendent's designee may, at any time, provide written notice withdrawing consent to any of Contractor's employees performing services under this Agreement when, in the reasonable discretion of the Superintendent, it is inappropriate for Contractor's employee to continue providing services under this Agreement owing to criminal convictions or other misconduct or other factors deemed relevant by the Superintendent.
Tuberculosis Certification. Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements as set forth below. Specifically, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following: A. Contractor and/or Contractor Parties will not be present on a District school site and will not have contact with District students during the term of this Agreement.
B. Contractor and/or Contractor Parties shall be present on a District school site and have contact with District students no more than two times in any month during the Term of this Agreement.
C. The following Contractor and/or Contractor Parties shall or may be on a District school site and have contact with District students three or more times per month during the term of this Agreement and, at no cost to District, they have received a TB test that complies with the requirements of California Education Code section 49406:
. [Attach and sign additional pages, as needed.]
Contractor shall maintain on file the certificates showing that the Contractor Parties was examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact 3

13.

- with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.
- 14. <u>Labor Code.</u> Contractor shall comply with all applicable provisions of the Labor Code, Section §1720-1861, AB 1506 and the District's Labor Compliance Program, State of California (prevailing wages). Approved wage scales are on the internet at www.dir.ca.gov
- 15. <u>Confidential Information.</u> Contractor shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than providing Services under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.
- 16. <u>Assignment/Successors and Assigns.</u> Contractor shall not assign or transfer by operation of law or otherwise any of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District, which consent shall be provided at the District's sole discretion. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
- Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of
 competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this
 Agreement.
- 18. <u>Amendments.</u> The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
- 19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of San Mateo, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- 20. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.
- 21. Compliance with laws; Payment of Permits/Licenses. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, district, and municipal laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and the Family Educational Rights and Privacy Act of 1974 (FERPA), and all federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, and the Individuals With Disabilities Education Act, as amended. Such services shall also be performed in accordance with all applicable ordinances, regulations, policies and procedures of the District and its governing board.

In the event of a conflict between the terms of this Agreement and federal, state, district, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

Contractor shall comply with all state fingerprint laws, including Education Code 45125.1.

- 22. Retention of Records, Right to Monitor and Audit.
 - (a) CONTRACTOR shall maintain all required records for three (3) years after the DISTRICT makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the District, a Federal grantor agency, and the State of California.
 - (b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the DISTRICT.
 - (c) CONTRACTOR agrees to provide to DISTRICT, to any federal or state department having monitoring or review authority, to DISTRICT's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeless of services performed.
- Non-Discrimination. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to District upon request. There shall be no discrimination against any person under this Agreement because of race, color, national origin, age, ancestry, age, disability (physical or mental), religion, sex, sexual orientation, gender identity, marital or domestic partner status, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information of such persons. Further, Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- 24. <u>Attorney Fees.</u> If any legal action is taken to enforce the terms of this Agreement, each party shall bear its own legal expenses related to such action.
- 25. <u>Liability of District.</u> Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.
- 26. <u>Time.</u> Time is of the essence to this Agreement.
- 27. <u>Waiver.</u> No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.
- 28. Entire Agreement. This Agreement, including Exhibits and Attachments attached hereto and incorporated herein by reference, is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
- Ambiguity. The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
- 30. <u>Execution of Other Documents.</u> The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or

appropriate to give full force and effect to the terms and intent of this Agreement.

- Execution in Counterparts/Authority and Electronic Signatures. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. The parties agree that this Agreement may be negotiated, concluded and consummated by electronic means and that electronic forms of signature, including facsimiles, are acceptable and valid. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
- 32. <u>Warranty of Authority.</u> The persons indicated below are legally authorized to execute this Agreement on behalf of the respective parties, and to bind the respective parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:	CONTRACTOR:
SEQUOIA UNION HIGH SCHOOL DISTRICT	Derivi Castellanos Architects
Ву:	By:
Name: James Lianides	Name: Juan Barroso
Title: Superintendent	Title: Managing Partner
Address and Contact for District Notices:	Address and Contact for Contractor Notices:
Sequoia Union High School District	924 N. Yosemite Street
480 James Avenue	Stockton, CA 95203
Redwood City, CA 94062	
Attention: Walter Haub	Attention: Juan Barroso
Site/Dept: Maintenance	

EXHIBIT "A"

In consideration of the payments set forth in Exhibit "B", (Contractor) shall provide the following services:

Kick-off meeting with Client to establish project goals and solicit ideas/needs

Facilitate energy benchmarking/analysis for one site as necessary

Facilitate input from stakeholders to develop potential project list and prioritization (one meeting with District and Charter School) Provide recommendations to facilitate compliance with Prop 39 guidelines

Services related to operation of the Energy Expenditure Plan (EEP) will include: field surveying, preliminary engineering to define the scope of potential projects, cost estimating related to the proposal projects, energy savings calculations, Savings to Investment Ratio (SIR) calculations iterative review with District of potential prioritization strategies, submission of EEP to the California Energy Commission (CEC), respond to comments/questions from CEC to facilitate approval of EEP.

Prepare Energy Expenditure Plan for Years 1 - 3 (combined as one submittal), to include up to two potential projects and submit potential projects and submit to California Energy Commission (CEC)

Potential projects; (1) replacement of one boiler. (2) replacement of two air conditioning units

Perform services consistent with CEC Guidelines adopted December 19, 2013

Hourly Billing Rates

EXHIBIT "B"

In consideration of the services provided by (Contractor), in Exhibit "A", Sequoia Union High School District shall pay (Contractor) based on the following fee schedule:

riburi, billing naces	
Partner/Principal	\$200.00
ARCHITECTURAL SERVICES	
Sr. Architect	\$170.00
Architect	\$150.00
Project Coordinator	\$110.00
Sustainability/LEED Coordinator	\$110.00
BIM/VDC Coordinator	\$110.00
Designer II	\$100.00
Designer I	\$90.00
Drafter	\$80.00
Intern	\$70.00
Clerical Assistant	\$55.00
Consultants	actual cost +10%
PROJECT MANAGEMENT/CONSULTING SERVICE	ES
Funding Advisor	\$200.00
Sr. Project Manager	\$170.00
Project Manager	\$150.00
Energy Project Manager	\$150.00
Cost Estimator	\$150.00
Project Coordinator	\$110.00
Energy Project Coordinator	\$110.00
Intern	\$70.00
Clerical Assistant	\$55.00

Reimbursable costs shall be billed at actual cost plus 10% and include reproductions, office consumables, mileage, shipping, telephone, software services, meeting costs, travel time, lodging, other miscellaneous services and expenses required to accomplish the work. Mileage will be reimbursed at the IRS standard milega rate. These expenses shall not be considered a part of the overall maximum fee. All invoices are due and payable within 30 days of invoice date. All invoices for which payment is not received within 45 days will be assessed a 1.5% per month late charge (18% Annual Percentage Rate.) This fee schedule is subject to adjustment every year on January 1st.

Agenda It	tem:	8ma	
Date:	5/	11/16	

AMENDMENT TO AGREEMENT BETWEEN THE SEQUOIA UNION HIGH SCHOOL DISTRICT AND G & K SERVICES

THIS AMENDMENT TO THE AGREEMENT entered into this 27TH day of APRIL, 2016, by and between the Sequoia Union High School District, hereinafter called the "District," and G & K SERVICES, hereinafter called "Contractor;"

WITNESSETH

WHEREAS, the District and Contractor entered into an Agreement on AUGUST 4TH, 2015 pursuant to which Contractor agreed to provide uniform laundry services for Maintenance, Grounds and Transportation for \$34,000.00 for the period from July 1, 2015 through June 30, 2016; and

WHEREAS, the District and the Contractor now desire to amend the Agreement to increase the maximum amount payable under the Agreement by \$8,400.00, from \$34,000.00 to \$42,400.00.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. All other terms and conditions of the Agreement dated AUGUST 4^{TH} , 2015 shall remain unchanged and in full force and effect.

SEQUOIA UNION HIGH SCHOOL DISTRICT

By:

Date:

Mike Hill - Route Manager

G & K Services

Dy.

Date: 4-77-16

Agenda It	em: <u>8m(2</u>	
Date:	5/11/16	

Date: ____

AGREEMENT BETWEEN THE SEQUOIA UNION HIGH SCHOOL DISTRICT

AND

G & K SERVICES, INC.

THIS AGREEMENT, entered into this 4^{th} day of August, 2015, by and between the SEQUOIA UNION HIGH SCHOOL DISTRICT, hereinafter called "District," and G & K SERVICES, INC., hereinafter called "Contractor;"

WITNESSETH

WHEREAS, The District may contract with independent contractors for the furnishing of services such as those that Contractor proposes to provide to the District;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing uniform faundry services for District Maintenance, Grounds and Transportation staff.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference

Exhibit A = G & K Services, Inc. Agreement

Exhibit 8 ~ G & K Services, Inc. Addendum - Maintenance Department

Exhibit C = G & K Services, Inc. Addendum - Grounds Department

Exhibit D = G & K Services, Inc. Addendum = Transportation Department

2. Services to be performed by Contractor

in consideration of the payments set forth herein and in Exhibits B, C, & D, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and exhibit "A." District shall make payment to Contractor based on the rates and in the manner specified in Exhibits B, C, & D. The District reserves the right to withhold payment if the District determines that the quantity or quality of the work performed is unacceptable. In no event shall the District's total fiscal obligation under this Agreement exceed Thirty Four Thousand Dollars and 00/100, \$34,000.00.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 20.15 through June 30, 20.16.

This Agreement may be terminated by, the District Superintendent or his/her designee at any time without a requirement of good cause upon thirty (45) days' written notice to the other party.

5. Availability of funds

The District may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or district funds, by providing written notice to Contractor as soon as is reasonably possible after the District learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the District and that Contractor acquires none of the rights, privileges, powers, or advantages of District employees.

7. Hold Harmless

Contractor shall indemnify and save harmless District, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of District, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontractor with a third party to provide services required by Contractor under this Agreement without the prior written consent of District. Any such assignment or subcontract without the District's prior written consent shall give District the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the District, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the District with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual

hability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the District of any pending change in the limits of hability or of any cancellation or modification of the policy.

- (1) Worker's Compensation and Employer's Liability Insurance. The Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and it will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) <u>Liability insurance</u> The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability
 \$1,000,000

 (b) Motor Vehicle Liability Insurance
 \$1,000,000

District and its officers, agents, employees and screams shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the District, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the District or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the Sequoia Union High School District at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement

10. Compliance with laws; Payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, district, and municipal laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HiPPA) and the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and all federal regulations promugalted thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, and the "Individuals With Disabilities Education Act, as amended," Such services shall also be performed in accordance with all applicable ordinances, regulations, policies and procedures of the District and its governing board.

In the event of a conflict between the terms of this Agreement and federal, state, district, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance

Contractor shall comply with all state fingerprint laws, including education Code 45125.1.

11. Retention of Records, Right to Monitor and Audit

- (a) CONTRACTOR shall maintain all required records for three (3) years after the DISTRICT makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the District, a Federal grantor agency, and the State of California.
- (b) Reporting and Record Keeping CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the DISTRICT.
- (c) CONTRACTOR agrees to provide to DISTRICT, to any federal or state department having monitoring or review authority, to DISTRICT's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeless of services performed.

12. Merger Clause

This Agreement, together with the G & K Services, Inc. Agreement attached hereto as Exhibit A and incorporated herein by reference, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of this body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

13. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

14. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of District, to: Walter Haub, Director of Facilities Sequoia Union High Schol District 480 James Avenue Redwood City, California 94062

In the case of Contractor, to:

Mike Hill - Route Manager G & K Services, Inc. 3444 Depot Road Hayward, California, 94545

SEQUOIA UNION HIGH SCHOOL DISTRICT

Budget Code: 01 8150-0-0000-8115-5811-900

01-9010 0-8100-8210-5811-900

01-7230-0-0000-3600-5811-800

01-7240-0-5001-3600-5811-800

01-7230-0-0000-3600-5811-894

01-0000-0-0000-3600-5811-800

Contractor's Signature

Date: 9-10-15

Revised 08 04-2015



CYBER HIGH USE LICENSE AND SERVICE AGREEMENT

("Agreement")

Legal Doc. No. of this Signed Agreement:_____

COVER

CLIENT	FCSS/CYBER HIGH
"Client": Sequoia Union High School District Attn: Dr. James Lianides, Superintendent, or Authorized Designee 480 James Ave., Redwood City, CA 94062 Phone: (650) 369-1411 FAX: (650) 306-8870 Email: jlianides@seq.org	"FCSS" or "Cyber High": Fresno County Superintendent of Schools Attn: Jan Biggs, Senior Administrator, Support Services Fresno County Office of Education 2840 E. Floradora Ave., Fresno, CA 93703 Phone: (559) 265-4050 FAX: (559) 264-8326 Email: jbiggs@fcoe.org

CONTRACT TERM (see § 3.1)

"Effective Date": August 1, 2016 "Termination Date": July 31, 2017

CYBER HIGH PRODUCTS. FCSS shall provide to Client each "Cyber High Product" that is marked below, collectively "Cyber High Products" (mark each applicable):

X District or COE Level Agreement _ School Site Level Agreement _ Other:_

All High School Students Enrolled at the Following Sites/Programs are to be Included Under this Agreement:

Aspire East Palo Alto Phoenix Academy, Carlmont High School, East Palo Alto Academy High School, Menlo-Atherton High School, Redwood High School, Sequoia Adult School, Sequoia High School, Sequoia UHSD - Independent Study, Woodside High School

- <u>X</u> "Cyber High Courses": Access by Client Users to all courses, curriculum, tools, and resources available on-line on Cyber High. Cyber High Courses do not include Supplementary Materials (see Section 1.2.7, General Terms and Conditions).
- **X** "Professional Development Training": Upon request by Client, at no additional charge, FCSS will provide professional development training for Client Users at a maximum rate of one training per Contract term at Client's District Office or another mutually agreeable location.
- **X** "Grade Report": After a Client User student has completed a five unit course, FCSS will mail a Grade Report to the student's school of record within a reasonable time (typically 48 hours). It is incumbent upon each Client User to ensure that Cyber High courses have been added to the approved course list of each contracting school so that proper credit may be awarded to Client User student upon course completion.
- "Client User Support": FCSS will provide support to Client Users via telephone and email Monday through Friday, except for holidays, during FCSS' normal business hours.
 - "Other Products" (specify): Inclusive of attached Exhibit A

CONTRACT AMOUNT. Client shall pay each "Plan Payment" that is marked below (collectively "Contract Amount") to FCSS (mark and complete as applicable, and attach exhibit if required):	PAYMENT SCHEDULE. Client shall pay the Contract Amount to FCSS according to the following "Payment Schedule" (mark and complete as applicable):
X PLAN PAYMENT YEAR 1 – UNLIMITED USE PLAN: \$57,482.10	X SCHEDULE 1/PLAN PAYMENT YEAR 1: Entire amount of Plan Payment Year 1 due within 30 days of the "Effective Date" of this contract.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Client and FCSS, separately referred to as a "Party" and collectively as the "Parties," have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement shall mean the Party and its governing body, officers, employees, and agents and, in the case of Client includes the Client Users. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

CLIENT	•	FCSS	
Ву:		Bv:	
	Dr. James Lianides, Superintendent or Authorized Designee	Jim Yovino, Superintendent or Authorized Designee	

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

- Article 1 Scope of Use License and Obligations
- Article 2 Payment
- Article 3 Term and Termination of Agreement; Suspension or Termination of Access to Client Users
- Article 4 Insurance
- Article 5 Indemnity
- Article 6 Dispute Resolution
- Article 7 General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF USE LICENSE AND OBLIGATIONS.

SECTION 1.1 RECITALS AND REPRESENTATIONS.

- 1.1.1 Cyber High is an on-line comprehensive electronic high school curriculum owned and maintained by FCSS (collectively "Cyber High").
- 1.1.2 FCSS maintains Cyber High and the Cyber High Products to serve schools and their teachers, administrators, staff, and students. Cyber High offers an additional education opportunity for students who wish to accelerate their education, including high-risk students, credit recovery, students in continuation schools, alternative education, home schooling, adult students, mobile student populations, and children of military personnel.
- 1.1.3 Cyber High is available to schools and other entities that purchased or for whom a purchase has been made of one or more Cyber High Products. All Cyber High Products are provided at reasonable fees intended to provide for the cost of developing and maintaining the Cyber High Products and related administration and support services.
- 1.1.4 Each Party represents and warrants to the other Party that: (A) it has the power and authority to enter into this Agreement and is permitted by applicable laws to enter into this Agreement; and (B) it has and will comply with all applicable laws in the access and use of the Cyber High Products and performance of its obligations under this Agreement, and in particular applicable federal and California laws and regulations, including the Family Educational Rights and Privacy Act, regarding student records, student privacy, and the use and disclosure of student records and information.
- 1.1.5 By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide to Client, and Client shall compensate FCSS for, one or more of the Cyber High Products as marked on the Cover, and to set forth the Parties' rights and obligations relating to the Cyber High Products and this Agreement

SECTION 1.2 SCOPE OF LICENSE TO AND OBLIGATION OF CLIENT.

- 1.2.1 CLIENT USERS. Each student, teacher, administrator, or staff of Client who has registered for access to and use of Cyber High, and to whom FCSS has issued a user login and password (individually "Client User" and collectively "Client Users") shall have access to the Cyber High Courses and other Cyber High Products as marked on the Cover.
- 1.2.2 USE LICENSE. FCSS owns all rights and interests in and relating to Cyber High and the Cyber High Products, including any copyright, right, and interest therein or thereto (collectively "FCSS Product") and such FCSS Product shall remain FCSS' property and FCSS shall have all rights thereto, including the right to allow other third parties to access and use the Cyber High Courses and other Cyber High Products at the same or different time as Client and Client Users. FCSS grants to Client and Client Users a limited license to use the FCSS Product in accordance with the terms and conditions of this Agreement.

- 1.2.3 TERMS OF USE/LICENSING AGREEMENT. Client and all Client Users who access and use the Cyber High Courses must comply with the Terms of Use/Licensing Agreement that is in effect and posted on Cyber High at the time of such access and use. Client shall notify FCSS, through FCSS' contact person listed on the Cover, of any activity by its Client Users in violation of the Terms of Use/Licensing Agreement. If there is a conflict between any provision in this Agreement and any provision in the Terms of Use/Licensing Agreement, the provision in the Terms of Use/Licensing Agreement shall govern as between the Parties.
- 1.2.4 NO RESALE RIGHTS OR COMMERCIAL USE. Client shall not resell to any third party the right to access or use any Cyber High Products, or provide any third party who is not its Client User with access to, or the ability to use, any Cyber High Products. The right to use Cyber High and Cyber High Products are entered into in order to encourage and support the education youth, and is not intended to create a commercial license or enterprise. As such, any commercial use or application of Cyber High or Cyber High Products outside that specified in this Agreement is prohibited.
- 1.2.5 WARRANTY DISCLAIMER. Cyber High and the Cyber High Products are subject to ongoing development by FCSS and are being provided by FCSS AS IS to Client and Client Users. EXCEPT AS SET FORTH IN THIS AGREEMENT, FCSS DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS OR IMPLIED, WITH RESPECT TO CYBER HIGH AND THE CYBER HIGH PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 1.2.6 HARDWARE/SOFTWARE. The Cyber High Courses are made available to Client Users over the Internet through a web-browser interface. To access the Cyber High Courses, Client Users must have a suitable Internet connection, access to an appropriately configured computer, and appropriately configured computer network, of which FCSS has no responsibility to provide to any Client User.
- 1.2.7 SUPPLEMENTARY MATERIALS. Client is solely responsible for providing or arranging for the provision of Supplementary Materials for Client Users. "Supplementary Materials" include but are not limited to, supplemental texts, textbooks, novels, atlases, calculators, graphing papers, protractors, rulers, compasses, and laboratory equipment.
- 1.2.8 PARENTAL CONSENT. Client will obtain any necessary parental consent for each Client User student to access and use the Cyber High Courses or other Cyber High Products.

SECTION 1.3 OBLIGATIONS AND RIGHTS OF FCSS/CYBER HIGH.

- 1.3.1 CYBER HIGH PRODUCTS. FCSS shall provide to Client each Cyber High Product that is marked on the Cover.
 - 1.3.1.1 PLAN PAYMENT 1 If Plan Payment 1 Unlimited Use is marked on the Cover, Client and Client Users shall have access to and use of the Cyber High Products during the contract term.
- 1.3.2 TERMS OF USE/LICENSING AGREEMENT. FCSS reserves and shall have the right to add or modify the Terms of Use/Licensing Agreement at any time.
- 1.3.3 MODIFICATIONS TO CYBER HIGH. FCSS reserves and shall have the right to make any modifications to the software and course work as may be necessary. Cyber High and Cyber High Products, and any modifications thereto remain FCSS' property and FCSS retain any and all rights and interests therein and thereto.

SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (e.g., employee or student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively "Confidential Materials") are provided to or created by a Party or any Client User for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as the other Party or Client User may authorize in writing; (B) not use the Confidential Materials for any purpose not related to the performance of this Agreement unless such use is specifically authorized by applicable laws;

and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1.5 COMPLIANCE WITH APPLICABLE LAWS. Each Party shall comply with all federal and California laws applicable to itself and its performance of this Agreement, and access to and use of Cyber High and the Cyber High Products. Each provision of law required to be inserted in or that applies to this Agreement is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an applicable law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the applicable law(s) in which case the provision in the applicable law shall govern. Nothing in Sections 1.4 or 1.5 of this Agreement shall prohibit either Party from providing records and/or information to third parties in response to valid public records request(s) or subpoenas as required by law.

SECTION 1.6 STUDENT RECORDS. Student records include any information directly related to a student that is maintained by Client or acquired directly from the student through the use of Cyber High. Student records provided to FCSS under this Agreement are the property of and are under the control of Client. Students may retain possession and control of their own student-generated content by requesting such content in writing, and within the period of student accessibility. The parents or legal guardians of a student, or a student who is 18 years or older, may review personally identifiable information in the student's records and correct erroneous information as follows: by contacting, in writing or email, Cyber High staff and requesting to review and/or modify erroneous information. FCSS shall take actions to ensure the security and confidentiality of student records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of student records as follows: requiring all staff members to sign confidentiality forms and limit those staff members given access to confidential student records. In the event of an unauthorized disclosure of a student's records, FCSS shall report such disclosure to the affected parent, legal guardian, or student as follows: immediately and in writing. FCSS shall not use any information in a student record for any purpose other than those required or specifically permitted by this Agreement. FCSS certifies that student records shall not be retained by or available to FCSS upon completion of the terms of this Agreement and that such certification will be enforced as follows: Upon permanent cessation of all contractual relationships, and written request by Client prior to cessation of contractual relationship, FCSS will provide digital reports to client and will remove all student work and data from the Cyber High system. Client agrees to work with FCSS to ensure compliance with the federal Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g ("FERPA") and the Parties will ensure compliance with FERPA as follows: by mandating compliance with all laws and regulations pertaining to student's rights of confidentiality. To the extent FCSS will have access to "education records" for Client's students as defined under FERPA, FCSS acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the education records, as those terms have been defined under FERPA and its implementing regulations, and FCSS agrees to abide by the FERPA limitations and requirements imposed on school officials.

ARTICLE 2 PAYMENT.

SECTION 2.1 GENERAL. As full consideration and compensation for FCSS' provision of the Cyber High Products to Client and Client Users, Client shall pay FCSS the Contract Amount in accordance with the Payment Schedule, both of which are marked as applicable on the Cover.

SECTION 2.2 TAXES. Amounts paid pursuant to Section 2.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind that may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are Client's responsibility and Client shall pay such taxes, and indemnify and hold FCSS from any liability with respect to such taxes.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT; SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto ("Contract

Term") and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION OF AGREEMENT DURING CONTRACT TERM.

- 3.2.1 TERMINATION FOR CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice at least 30 days before the effective date of termination and an opportunity within the 30 days to cure the material breach and to notify the other Party in writing when such cure has been completed. If the material breach has not been cured upon expiration of the 30 days or any extension thereof agreed upon by the Parties, this Agreement shall terminate effective 12:00 midnight on the 30th day or the last day of the extension (if any) without any further notice or action by either Party.
- 3.2.2 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement, the following shall apply and survive the termination of this Agreement:
 - 3.2.2.1 MATERIAL BREACH BY CLIENT. If Client materially breaches any provision of this Agreement, FCSS shall have the right to keep any portion of the Contract Amount that Client has paid to FCSS and Client shall pay any remaining portion of the Contract Amount to FCSS within 30 days of the effective date of termination of this Agreement. Upon termination of this Agreement due to Client's material breach, all access to and use of all Cyber High Products shall terminate, and Client and Client Users shall have no right to access or use any Cyber High Products. FCSS will issue credits for any Cyber High Courses that Client User students completed before the effective date of termination of this Agreement.
 - 3.2.2.2 MATERIAL BREACH BY FCSS. If FCSS materially breaches any provision of this Agreement, FCSS shall have the right to keep and to have Client pay, if Client has not already paid, the Contract Amount, prorated based on the number of days that have passed during the Contract Term compared to the number of days that remain in the Contract Term. If FCSS materially breaches any provision of this Agreement, FCSS shall refund to Client a prorated portion of the Contract Amount already paid by Client to FCSS based on the number of days that have passed during the Contract Term compared to the number of days that remain in the Contract Term. Upon termination of this Agreement due to FCSS' material breach, Client User students may complete Cyber High Courses that they were taking as of the effective date of termination of this Agreement. FCSS will issue credits for such Cyber High Courses upon Client User students' completion of them.

SECTION 3.3 SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS. Without terminating this Agreement, FCSS may suspend or terminate one, several, or all Client Users from accessing and using Cyber High Courses at any time if Client or any Client Users violate the Terms of Use/Licensing Agreement or any provisions of this Agreement.

SECTION 3.4 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "Force Majeure") provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Client's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

ARTICLE 4 INDEMNITY.

Except as specifically stated otherwise in this Agreement in which case such provision shall apply to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under this Agreement shall be as follows: (A) a Party ("Indemnitor") shall indemnify and hold harmless the other Party ("Indemnitee") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) each Party shall defend and pay for all of its attorney's fees and litigation costs related to any Claim or Loss

without any right against or from the other Party for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (1) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision (1) and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "Claim" means any claim, demand, lawsuit, cause of action, action, cross-complaint, crossaction, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "Loss" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense and/or cost (excluding attorney's fees and litigation costs that Indemnitee or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "Third Party" means a person who or an entity that is not a Party to this Agreement and is not employed by, contracted with (whether directly or through a subcontract of any level), or otherwise retained by a Party to act for or on the Party's behalf. "Final Determination" means any judgment, order, or decision by a court of competent jurisdiction or a governmental entity with jurisdiction to render such judgment, order, or decision where the judgment, order, or decision is not subject to appeal or the period for an appeal has expired.

ARTICLE 5 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any disputes between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 4 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Client shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Client shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Client shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 6 GENERAL PROVISIONS.

SECTION 6.1 ENTIRE AGREEMENT, CONFLICTS, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of and, unless specifically stated elsewhere in this Agreement or an amendment, any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: the Cover, these General Terms and Conditions, any exhibit or attachment that is stated as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment thereof with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 6.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. The Parties agree that in cases of uncertainty of any language in this Agreement, the provisions of Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California,

provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 6.3 INDEPENDENT CONTRACTOR; ASSIGNMENT AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent; however, this provision shall not prohibit FCSS from subcontracting with one or more third parties to perform any portion of the Services.

SECTION 6.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail and transmitted by facsimile or e-mail; and, if to FCSS, a copy of any notice and demand by facsimile to: General Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

SECTION 6.5 ISSUANCE OF CREDITS. Client must adopt all Cyber High courses as part of Client's approved course list. Upon Client User course completion, FCSS will issue and mail the official course and/or unit completion grade report to the registrar of the Client User's permanent school of record. It is incumbent upon the Client to record the grade(s) and issue credit in accordance to Client's school and/or prevailing district policy.

/ /

Sequoia Union High School District Educational Services Division

NEW COURSE PROPOSAL

Instructions

Please type or print legibly. Before submitting the course, please answer each question. If a question does not apply to your proposal, briefly	Race, Immigration and Ethnicity in the United State Title of Course
explain why. In cases where incomplete proposals are received (or required information is not provided), the form will be returned to the originator. Please return completed forms to Educational Services, keep a copy. Complete evaluations form after pilot period and submit to Educational Services.	Alan Perry Originator Menlo-Atherton School 3/15/16 Dept. Chair's signature Annue Kennel 3.18.16
	Principal's signature Date
Review Dates: Subject Area Council: 4/18/10 IVP Council: 5/3/16	IVP's Endorsement Date
Principal Council: 3/22/16	Asst. Superintendent's Signature Date
GENERAL INFORMATION Course Title: Race, Immigration and Ethnicity in t Course Catalog Title (maximum 12 characters): _ Department(s):Social Studies	
Grade level(s):9101112	
Estimated Cost excluding Textbooks:Uns	
Length of course: Year Semester Quarter	
Can students enroll in the course mid-year?	Yes No
CREDITS AND REQUIREMENTS:	
Jnits per Grading Period:5	Maximum credit10
Nhat Required Graduation Credit does this cour	
s this a Vocational Education offering?No	
What State ID Course Number does this Course	
s this course being submitted to meet a UC "a-	-g" requirement? Yes No

BOARD APPROVED REVISED: 4/9/15	
If so, which one's?	
Please send proof of submission to Ed Services before this course approval goes to the	Board of Trustees.
Is this course requesting/receiving an Honors Bonus point? Yes No	
Proposed starting date:	Office Use Only
and the state of t	Board Approval Date:
IIC COVER BACE	Honors Pt. Granted? Y N

Course Title:	Department or Discipline
Race, Immigration and Ethnicity in the United	History/Social Studies
States	English/Language Arts
School	Mathematics
	Laboratory Science
District	Language other than English
	Visual & Performing Arts (for 2003)
City	College Preparatory Elective:
	Subject Area:
Name of School Contact Person	Grade Level(s) for which course is intended
Title/Position	Length of Course
	Semester Year Other
	Unit Value
Contact Information	0.5 (half year equivalent)
	1.0 (one year equivalent)
Phone:	2.0 (two year equivalent)
pm	Other:
Fax:	
E-mail:	
Date of School Board Approval	Seeking "Honors" distinction?
	Yes No
Was the course previously approved by UC?	
Yes NoX	T
If so, in what year? Under what cou	urse title?
Pre-Requisites	
11 th and 12 th grade students	
Co-Requisites	

BOARD APPROVED	
REVISED: 4/9/15	

REVISED: 4/9/15	
Brief Course Description	
•	

BACKGROUND INFORMATION

Context for Course:

How does this course fit into broader departmental and/or pathway structure? How does it fit into the overall school restructuring plans? Is the course intended to be a core course or supplemental? What are the student/school/community needs met by this course?

This course would help students develop critical thinking skills centered on reading, writing, and speaking as they relate to the social sciences. Students will develop skills and content in history, politics, sociology, ethnic studies, current events, geography, and anthropology and see how the study of each of these disciplines can impact the understanding of the country and its peoples. This would help our student body understand the diversity of the school population as well as the diversity of the nation. This could only benefit the school community as more students would understand differences between peoples and the complex histories of each group that still impact today.

History of Course Development (optional):

Who was involved in the course development? Did you consult with UC Admissions personnel or UC professors? If so, is that course UC approved? How does the course being submitted differ from the course after which it was modeled? Has the course received any special recognitions, designations or awards? Has it been articulated to local community colleges or universities?

The board pushed for sites to examine the need for a course that had this type of content. M-A teachers, M-A administration, and district personnel met with and discussed the content for such a course with administration and instructors at Canada College. Many of the key elements of this course are similar, if not the same, as the points of emphasis in a college level course offered at Canada with the same name. The difference is the pace at which the elective will be taught. We will look to teach at a slower pace as a result of having high school students and there will be a larger emphasis of connecting past events to current events.

COURSE CONTENT

Course Goals and/or Major Student Outcomes:

A limited number of broad educational goals to be addressed by this course.

- 1. Help students build empathy and understanding for all groups of people in our local and national communities.
- 2. Have students learn about the challenges that have faced various groups throughout American history and explain how those challenges still affect present day.
- 3. Have a history course that explicitly teaches about all the cultures of our school community.

Course Content Standards:

Cite how this course addresses SUHSD content standards and/or California subject area framework (s) as well as school ESLRs.

Ties to 11th grade content standards and history elective standards

The introduction of the rationale for California State Content Standards for US History states students should:

- 1- "trace the change in the ethnic composition of American society; the movement toward equal rights for racial minorities and women; and the role of the United States as a major world power... Students consider the major social problems of our time and trace their causes in historical events. They learn that the United States has served as a model for other nations and that the rights and freedoms we enjoy are not accidents, but the results of a defined set of political principles that are not always basic to citizens of other countries..."
- 2- "11.2.1 Students analyze the relationship among the rise of industrialization, large scale rural-to-urban migration, and massive immigration from Southern and Eastern Europe. Describe the changing landscape, including the growth of cities linked by industry and trade, and the development of cities divided according to race, ethnicity, and class."
- 3- "11.5 Students analyze the major political, social, economic, technological, and cultural developments of the 1920s. 11.5.2 Analyze the international and domestic events, interests, and philosophies that prompted attacks on civil liberties, including the Palmer Raids, Marcus Garvey's "back-to-Africa" movement, the Ku Klux Klan, and immigration quotas and the responses of organizations such as the American Civil Liberties Union, the National Association for the Advancement of Colored People, and the Anti-Defamation League to those attacks. 11.5.5 Describe the Harlem Renaissance and new trends in literature, music, and art, with special attention to the work of writers (e.g., Zora Neale Hurston, Langston Hughes)."
- 4- "11.8 Students analyze the economic boom and social transformation of post–World War II America. 11.8.2 Describe the significance of Mexican immigration and its relationship to the agricultural economy, especially in California."
- 5. "11.10 Students analyze the development of federal civil rights and voting rights. 1. Explain how demands of African Americans helped produce a stimulus for civil rights, including President Roosevelt's ban on racial discrimination in defense industries in 1941, and how African Americans' service in World War II produced a stimulus for President Truman's decision to end segregation in the armed forces in 1948. 2. Examine and analyze the key events, policies, and court cases in the evolution of civil rights, including Dred Scott v. Sandford, Plessy v. Ferguson, Brown v. Board of Education, Regents of the University of California v. Bakke, and California Proposition 209. 3. Describe the collaboration on legal strategy between African American and white civil rights lawyers to end racial segregation in higher education. 4. Examine the roles of civil rights advocates (e.g., A. Philip Randolph, Martin Luther King, Jr., Malcom X, Thurgood Marshall, James Farmer, Rosa Parks), including the significance of Martin Luther King, Jr.'s "Letter from Birmingham Jail" and "I Have a Dream" speech. 5. Discuss the diffusion of the civil rights movement of African Americans from the churches of the rural South and the urban North, including the resistance to racial desegregation in Little Rock and Birmingham, and how the advances influenced the agendas, strategies, and effectiveness of the quests of American Indians, Asian Americans, and Hispanic Americans for civil rights and equal opportunities. 6. Analyze the passage and effects of civil rights and voting rights legislation (e.g., 1964 Civil Rights Act, Voting Rights Act of 1965) and the Twenty-Fourth Amendment, with an emphasis on equality of access to education and to the political process."

Menlo-Atherton Expected School-Wide Learning Results:

Academically prepared individuals who:

- Meet or exceed national, state, and district academic standards
- Succeed in their course work in order to graduate and achieve post-high school success
 - Communicate ideas through written, oral, and artistic presentations

BOARD APPROVED REVISED: 4/9/15

- Assess, analyze, synthesize, and evaluate ideas from a variety of sources
- Use technology to enhance learning and engagement

This course will have assignments to help support all ESLR's. The content will be designed to dive deeper into state standards related to race, ethnicity, and immigration. Learning about how these 3 ideas have impacted US history, not only supports coursework in other social science courses, but also will help students understand the population of the United States and have an understanding of current issues as they relate to race, ethnicity, and immigration. Students will be assessed in a variety of tasks to help with higher order thinking skills as well as verbal and written expression. Assignments and tasks will also require the use of multiple sources and viewpoints as well as technology.

Course Objectives:

A list of specific student learning objectives. If you choose, you may also list appropriate academic content standards alongside each objective.

- 1. Improve document analysis as it relates to Common Core Standards
- 2. Improve higher-order writing skills, especially in the areas of analysis and synthesis.
- 3. Improve students' abilities to discuss connections between past events and current events.

Course Outline:

A traditional course outline listing all topics and sub-topics, indicating both breadth and depth of coverage. As appropriate, please list major assignments (i.e. labs, essays, projects, etc.) alongside topics and sub-topics.

Unit 1- Introduction of the topics of race, ethnicity, and immigration. Define the key concepts for class and tie to historical events and understandings of each concept. Compare concepts of race and ethnicity in US to such concepts in other countries. Have students identify and explore own race and ethnicity as well as racial and ethnic makeup of local community.

Unit 2- Racial and Ethnic Makeup Before Columbian Exchange. Students will examine Native American culture, differences and similarities between tribes and how such groups categorized people from within own tribe and from different tribes. Assignment: in class research project on a tribe and how it was organized.

Unit 3- Colonial and Revolutionary America. Influx of European and African immigrants. Analyze how immigration impacted population, created increased importance of race and ethnicity in the US. Student will also examine how each group contributed to a shift in population make up. Examination of how race, ethnicity, and immigration impacted construction of American Constitution. In class essay on the impact of race, ethnicity, and immigration on the creation of American government.

Unit 4- 1800-1860 Expansion. Students examine the expansion of slavery and continued forced immigration of African Americans; how Native Americans are treated; conquest of Mexico and how that changes American ethnic and racial makeup; changing patterns of European immigration; immigration and effects of Chinese; how race, ethnicity, and immigration impacted the Civil War.

Unit 5- 1865-1920s Changes to Government and Society. Students will examine how rights change as a result of Reconstruction while still limiting equality for African Americans, immigrants, Mexican-Americans, and Native Americans; Forced assimilation of Native Americans; how American Imperialism affected popular thoughts on race; changes in overall immigration patterns from Europe, Mexico, and Asia; anti-Immigration sentiment and laws. Project on Jim Crow Era laws and/or Ellis/Angel Island experiences.

Unit 6- Interwar and WWII Race Relations. Students will analyze the impact of the Great Migration and Harlem Renaissance; Mexican-American developments surrounding immigration and Zoot Suit Riots; Internment of Japanese Americans and other Axis powers; different racial and ethnic groups during military service.

BOARD APPROVED REVISED: 4/9/15

Assignment: Presentation on Marcus Garvey vs the NAACP

Unit 7- Cold War and Civil Rights Eras. Students will analyze how race, ethnicity, and immigration impacted and affected Cold War politics; the origins and impacts of the African American Civil Rights Movement; proliferation of movements for other minority groups: Latinos, American Indians, Asian Americans, etc. Essay: comparison of African American Civil Rights Movements to other civil rights movements.

Unit 8- Post Cold War America. Students will examine the changing landscape of Civil Rights legislation; research and note changes in immigration patterns and national policies surrounding immigration. Research presentation on changing patterns of immigration

Unit 9- Current events involving race, ethnicity and immigration. Assignments and points of emphasis will depend upon the news and current events each year. Assessment: Socratic Seminar on changes and connections to past events studied over the course of the year.

***Even though these will be the content units, the idea is that many of these elements will be taught thematically, by racial, ethnic and/or immigrant subgroup. This will help separate it from a "traditional history" course.

Texts & Supplemental Instructional Materials:

A list of district-adopted core textbooks and/or core literature, followed by other readings, articles, reports, etc., indicating if materials will be used in part or in their entirety.

The goal of the course is to develop a reader of both primary and secondary sources from a variety of publications.

BOARD APPROVED REVISED: 4/9/15

Instructional Methods and/or Strategies:

A general description of instructional methods including lecture, discussion, group work, readings, lab work, project-based learning, service-learning, library research, internet research, interviewing, videos, audiotapes, CD ROM, etc.

This class will provide a variety of ways for students to access the material and content. Instructor will provide lectures, readings, small and large group discussions, document analysis (guided and independent), internet research, documentaries, and current news articles and broadcasts.

Assessment Methods and/or Tools:

A description of assessment methods, including exams, quizzes, papers, homework assignments, projects, participation, attendance, etc.

Students will have a variety of assessments both formal and informal as well as both summative and formative. Students will be graded on traditional summative assessments like tests and papers, but will also have the opportunity to demonstrate mastery via discussions, presentations, and self directed projects. Students will also have more formative assessments like classwork and homework, participation grades, and checkpoints for long term projects.

Assessment Criteria:

Indicate what criteria are used to assess student work. For example, has the school or department developed rubrics that define quality work? Until the State has published its academic performance standards, what is being used to define quality?

The social studies department at M-A has developed rubrics for many of the long term assignments and research papers that can easily be adapted to this course. Other assessments will be evaluated on mastery of content, demonstration of skills related to the class, and effort and improvement.

			AG	AGREEMENTS	Under \$35	000	
			Qu	arter Thr	Quarter Three Jan - Mar 2015/16FY	.6FY	
ឋ	CONTRACT		APPROVAL	FISCAL			
	AMOUNT	VENDOR	DATE	YEAR	CONTRACT TYPE	CONTRACT DESCRIPTION	PROJECT
δ.	24,600.00		3/4/2016	2016	Professional Services	RHS Interim Housing	728
S.	5,000.00	American Reprographics	3/14/2016	2016	Professional Services	Print Costs for SHS Music Bldng	146
S	3,500.00		3/14/2016	2016	Professional Services	Print Costs for RHS Adult Ed Classroom	726
s.	8,000.00	American Reprographics	3/14/2016	2016	Professional Services	Print Costs for RHS Interim Housing	728
S.	6,300.00	American Reprographics	2/10/2016	2016	Professional Services	Print Costs for CHS Increment Two	387
\$	5,500.00		2/10/2016	2016	Professional Services	Print Costs for EPAA Gym	604
\$	3,250.00	Anaya Construction	3/8/2016	2016	Construction	Move Container From RHS to Bus Yard	728
S	12,750.00	Anaya Construction	3/8/2016	2016	Construction	RHS Relocate Portable on RHS Campus	728
\$	10,340.00		1/15/2016	2016	Construction	Bus Yard Electrical Cabinet	936
S			3/24/2016	2016	Construction	RHS Install Alarm	728
\$			3/4/2016	2016	Professional Services	Measure A / Prop 39	006
S	8,950.00	Chavan	3/4/2016	2016	Professional Services	Measure J / Prop 39	900
s.	22,100.00	Cornerstone	2/26/2016	2016	Professional Services	Geo Investigation at Menlo Park Small School	605
S	10,950.00	Cornerstone	3/25/2016	2016	Professional Services	CHS Weight Room	390
S	6,500.00	Dains Land Surveying	3/2/2016	2016	Construction	Land Survey at Menlo Park Small School	605
s.	4,100.00	Dains Land Surveying	3/2/2016	2016	Construction	SHS Land Survey	146
S.	3,216.00	3,216.00 Express Fence	3/23/2019	2016	Construction	Fence rental	387
s.	27,500.00	27,500.00 Greystone	1/18/2016	2016	Professional Services	Constructability Review for RHS	725
s.		Haulaway	3/22/2016	2016	Construction	Container Rental for CHS B-9	389
S.		Ingram	2/10/2016	2016	Construction	M-A Fire Hydrant Flow	286
S-		Kelico	3/4/2016	2016	Construction	Abatement	166
S.	12,365.00	Kelico	2/11/2012	2016	Construction	Abatement	388/390
s.	3,920.00	Lea & Braze	2/4/2016	2016	Professional Services	CHS Land Surveying	389
ب		Lea & Braze	2/5/2016	2016	Professional Services	WHS Land Surveying	444
S.	25,920.00	Lea & Braze	3/4/2016	2016	Professional Services	SHS Topo Survey/Utility Locating	162
s.	2,218.00	Loral Horticulture	1/28/2016	2016	Construction	M-A F-wing Landscape Modification	280
s.	1	MK Pipelines	3/24/2016	2016	Construction	M-A STEM Bldng	207
s.		Mobile Mini Modular	2/1/2016	2016	Construction	Modular Rental	604
ۍ ا		Sandis	1/15/2016	2016	Professional Services	WHS Mechanical Locate & Potholing	484
S		Spencer	2/19/2016	2016	Architecture/Prof Srvcs	M&O Butler Bldng Design	938
ۍ ا	3,600.00	Venezia	3/11/2016	2016	Construction	CHS baseball pathway repairs	384
S	1,317.00	1,317.00 Walschon Fire Protection	3/25/2016	2016	Professional Services	M-A Fire Hydrant Flow	207
٠	30,000.00	Weston Miles	3/25/2016	2016	Architecture/Prof Srvcs	CHS B-9 Portable	389

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TESTING AND INSPECTION SERVICES - Testing Engineers, Inc. Carlmont High School New Classroom Building Increment 2 1400 Alameda De La Pulgas, Belmont, Ca March 14, 2016

A	REINFORCEMENT AssumesLocal Bay A						
	Sample & Tag Rebar No. days: 16	No. hrs:	64	Rate/hr:	88.00	\$	5,632.00
	Tensile & Bend Tests No.: 60	(set of 1)		Rate/ea:	90.00	\$	5,400.00
			S	UB-TOTAL		\$	11,032.00
В.	CONCRETE * Assumes Batch Pla * Mis Design number		mixes by	Contractor			
	Mix Design Review (p	lease allow 3 v No. ea:		nys lead time f Rate/hr:	or review) 200.00	\$	1,600.00
	Periodic Batch Plant / No. days: 22	Concrete Sam No. hrs:		Rate/hr:	88.00	\$	9,856.00
	Cylinder Compression No.: 170	Tests (1 set of	f 4 per 50	cubic yards, av Rate/ea:	verage) 32.00	\$	5,440.00
	Pick Up of Samples No. trips: 22			Rate/ea:	88.00	\$	1,936.00
			S	UB-TOTAL		\$	18,832.00
	* Based on 3 Welders * Assumes Shop withi * Embeds, Railings an		ius of San				
	No. ea: 3			Rate/hr:	200.00	\$	600.00
	Shop Welding No. days: 62	No. hrs:	496	Rate/hr:	88.00	\$	43,648.00
	Field Welding No. days: 42	No. hrs:	336	Rate/hr:	88.00	\$	29,568.00
	Ultra Sonic Testing Eq	uipment Charg No. hrs:	ge 150	Rate/hr:	17.00	\$	2,550.00
	High Strength Bolting No. days: 10	No. hrs:	80	Rate/hr:	88.00	\$	7,040.00
	High Strength Bolt Tes No.: 10	ting (Nut, Bol	t & Wash	er) Rate/ea:	315.00	\$	3,150.00
			SI	UB-TOTAL		\$	86,556.00
D.	NON SHRINK GROU	U T					
	Grout Sampling No. days: 4	No. hrs:	16	Rate/hr:	88.00	\$	1,408.00
	Grout Compression 2x2 No.: 24	2x2 Cubes		Rate/ea:	42.00	s	1,008.00
	Pick Up of Samples No. trips: 4			Rate/ea:	88.00	\$	352.00
			SU	JB-TOTAL		\$	2,768.00

E. ENGINEERING

F.

5	No. hrs:	20	Rate/hr:	88.00	\$	1,760.00
						00.400.0010.000.003100
quipment (Charge Include	d)				
5	No. hrs:	20	Rate/hr:	99.00	\$	1,980.00
		S	UB-TOTAL		s	3,740.00
NEOUS						
lavit (Princi	pal Engineer):	Require	d by DSA			
please allo	w 10 working	days for	affidavit prepa	ration.		
6			Rate/ea:	100.00	\$	600.00
		S	UB-TOTAL		\$	600.00
	quipment (5 NEOUS lavit (Principlease allo	quipment Charge Include 5 No. hrs: NEOUS lavit (Principal Engineer): please allow 10 working	quipment Charge Included) 5 No. hrs: 20 SI NEOUS lavit (Principal Engineer): Require please allow 10 working days for 6	quipment Charge Included) 5 No. hrs: 20 Rate/hr: SUB-TOTAL NEOUS avit (Principal Engineer): Required by DSA please allow 10 working days for affidavit prepar	quipment Charge Included) 5 No. hrs: 20 Rate/hr: 99.00 SUB-TOTAL NEOUS lavit (Principal Engineer): Required by DSA please allow 10 working days for affidavit preparation. 6 Rate/ea: 100.00	quipment Charge Included) 5 No. hrs: 20 Rate/hr: 99.00 \$ SUB-TOTAL \$ NEOUS lavit (Principal Engineer): Required by DSA please allow 10 working days for affidavit preparation. 6 Rate/ea: 100.00 \$

GRAND TOTAL ESTIMATE

123,528.00



May 2, 2016 *Revised May 3, 2016*

Mr. Salom Samad Sequoia Union High School District 480 James Avenue Redwood City, California 94062

Via E-Mail: <u>ssamad@seq.org</u>

Subject: Woodside High School Wing J New Classroom Building

199 Churchill Avenue, Woodside, California

CEL #10-31635PW

Materials Testing and Construction Inspection Services

Dear Mr. Samad:

Consolidated Engineering Laboratories (CEL) is pleased to submit our Not-to-Exceed cost proposal to provide materials testing and construction inspection services for the *Woodside High School Wing J New Classroom Building project, located at 199 Churchill Avenue in Woodside, California.* CEL would be proud to be part of your team, helping to ensure the construction quality and success of this project.

Following are our cost estimate and scope of services. We assembled this proposal based on the following sources:

- Architectural drawings prepared by HMC Architects, dated March 11, 2015;
- Structural drawings prepared by Hohbach Lewin, dated March 11, 2015.

Thank you for giving CEL the opportunity to be a part of your project team. We are committed to providing our clients the very best service possible to fulfill their testing and inspection needs, and are eager to prove this commitment to you. Should you have any questions or require additional information, please do not hesitate to contact me.

Respectfully submitted,

CONSOLIDATED ENGINEERING LABORATORIES

Kentatua

Joe Berriatua

Senior Project Manager

JB/clr

This proposal, when signed by client at the space indicated below, shall constitute a legally enforceable contract on the precise, unaltered terms set forth in this proposal and the accompanying Contract Terms and Conditions.

Client: Sequoia Union High School District

Date



WOODSIDE HIGH SCHOOL WING J NEW CLASSROOM BUILDING WOODSIDE, CALIFORNIA CEL #10-31635PW

PRICING

Description	Quantity	Unit Rate	Subtotals		
REINFORCED CONCRETE					
Mix Design Review	3 Each	\$ 200.00	\$ 600.00		
Sampling and Tagging Reinforcing Steel	8 Hours	\$ 65.00	\$ 520.00	Ī	
Rebar Bend and Tensile Test	12 Each	\$ 75.00	\$ 900.00	Ī	
Batch Plant Inspection	48 Hours	\$ 70.00	\$ 3,360.00	Ì	
Concrete Sampling	48 Hours	\$ 70.00	\$ 3,360.00	Ī	
Concrete Compression Tests	85 Cylinders / 17 Sets	\$ 30.00	\$ 2,550.00	Ī	
Sample Pick-Ups	10 Trips	\$ 30.00	\$ 300.00	Ī	
SUBTOTAL:				\$	11,590.00
STRUCTURAL STEEL					
Welding Procedure Specification Review	2 Each	\$ 200.00	\$ 400.00		
Shop Fabrication Inspection	120 Hours	\$ 82.00	\$ 9,840.00		
Field Welding Inspection	120 Hours	\$ 82.00	\$ 9,840.00		
High Strength Bolt Testing	12 Each	\$ 175.00	\$ 2,100.00	Ī	
Sample Pick-Ups	3 Trips	\$ 30.00	\$ 90.00		
SUBTOTAL:				\$	22,270.00
MISCELLANEOUS STEEL WELDING - STAIRS/CANOPY					
Shop Fabrication Inspection	40 Hours	\$ 82.00	\$ 3,280.00		
Field Welding Inspection	40 Hours	\$ 82.00	\$ 3,280.00		
SUBTOTAL:				\$	6,560.00
EPOXY DOWELS AND ANCHORS					
Proofload Testing	24 Hours	\$ 70.00	\$ 1,680.00		
SUBTOTAL:				\$	1,680.00
NON-SHRINK GROUT					
Non-Shrink Grout Placement	8 Hours	\$ 82.00	\$ 656.00		
Non-Shrink Grout Compression Tests	6 Each / 2 Sets	\$ 30.00	\$ 180.00		
Sample Pick-Ups	2 Trips	\$ 35.00	\$ 70.00		
SUBTOTAL:				\$	906.00
FIREPROOFING					
Thickness Verification/Sampling	16 Hours	\$ 70.00	\$ 1,120.00	<u> </u>	
Adhesion/Cohesion Tests	12 Each	\$ 5.00	\$ 60.00		
Density Tests	18 Each	\$ 30.00	\$ 540.00		
SUBTOTAL:				\$	1,720.00
MISCELLANEOUS					
Interim Affidavit	2 Each	\$ 150.00	\$ 300.00		
Final Affidavit	1 Per Permit	\$ 400.00	\$ 400.00		
Project Engineering and Management 5%			\$ 2,271.30		
SUBTOTAL:				\$	2,971.30
MAN-HOURS	472	NOT-TO-E	XCEED GRAND TOTAL:	\$	47,697.30



WOODSIDE HIGH SCHOOL WING J NEW CLASSROOM BUILDING WOODSIDE, CALIFORNIA CEL #10-31635PW

PRICING

<u>Basis of Charges:</u> The proposed unit rates will be in effect through December 31, 2016. Thereafter, the unit rates are subject to an annual increase of four percent (4%) per year to mitigate the annual operating cost increases:

Work over 8 Hours per day Time and One-Half Double Time Work over 12 Hours, Monday through Friday Work on Saturdays Time and One-Half Work over 8 Hours on Saturdays Double Time Work on Sundays/Holidays Double Time Swing or Gravevard Shift Premium \$10.00 per Hour Work from 0-4 Hours 4-Hour Minimum Billing Work from 4-8 Hours 8-Hour Minimum Billing 2-Hour Minimum Billing Show-Up Time Sample Pick-Up \$30.00/Trip Laboratory Testing - Rush Fee Add 50% to Testing Cost Final Affidavit (per permit number) \$400.00 (request six working days advanced notice) Extra Copies (over four per issue date) of Inspection Reports and Final Affidavit \$20.00/each Project Engineering and Management 5% of Fees Credit Card Payment of Fees 2.5% Premium Reimbursables Cost + 15% QA/QC Plan Written Procedures Quotation upon Request Out of Area Services (beyond 40-mile radius) As Listed Below: Travel Time Basic Hourly Rate Mileage \$0.60/Mile Per-Diem, including lodging \$90.00/Day

QUANTITY DISCLAIMER:

This quote outlined herein was based on the following sources:

- st Architectural drawings prepared by HMC Architects, dated March 11, 2015;
- * Structural drawings prepared by Hohbach Lewin, dated March 11, 2015.

This proposal is limited to the scope of services, the number of inspection hours, and the number of associated tests identified herein. Any estimated quantities contained herein are estimates only and Client agrees to payment for services rendered in excess of the estimated quantities and/or cost figures as described herein.

It is recognized that additional services rendered herein under this proposal are schedule driven and are mandated by the scheduling and staffing of the contractor(s). Should items and quantities alter from estimates outlined herein, CEL shall be entitled to compensation for services rendered.

In addition, Client recognizes that, on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. CEL typically will have no notice of this until the day the said overtime occurs. Client agrees to compensate CEL for such overtime.



SCOPE OF SERVICES

REINFORCED CONCRETE

Mix Review

We will review the proposed concrete mixes in our laboratory for conformance with specifications.

Sample, Tag and Test Reinforcing Steel

Prior to fabrication of the steel, we will make a visit to the reinforcing steel supplier and collect mill certificates and sample reinforcing steel from the unbroken bundles. Testing will be as per American Society for Testing and Materials (ASTM) A615. Once the steel is ready for shipment, we will make another trip to the supplier and inspect to determine the steel has identical heat numbers to that already tested, and tag the steel so that it may be shipped to the job site.

Batch Plant Inspection

Our inspector will periodically check for batch weights, moisture content of aggregates, proper use of admixtures, and batching procedures.

Reinforcing Steel Placement

Will be performed by the Inspector of Record (IOR).

Concrete Placement

Will be performed by the IOR.

Concrete Sampling

Our inspector will be on-site to perform casting of (4x8) concrete cylinders for compression testing at a frequency of five cylinders for every 50 cubic yards placed.

Concrete Compression Testing

We will transport all samples to our laboratory for compression testing in strict accordance with ASTM requirements. Compression test reports will be distributed to the appropriate parties.

STRUCTURAL STEEL

Shop Inspection

- Review of welding procedure specifications;
- Material identification and mill certificate review;
- Observe the utilization of certified welders and approved welding procedures;
- Visual inspection of welding to determine compliance with contract documents;
- Nondestructive testing of moment welds and column splices;
- Confirm approximate preheat temperature;
- Continuous inspection of multi-pass fillet welds, groove welds and reinforcing steel welding.

Field Inspection

- Observe the utilization of certified welders and approved procedures;
- Confirm approximate preheat temperature;



- Nondestructive testing of moment welds and column splices;
- Inspect to determine and observe proper installation and tightening of high strength bolts;
- Visual inspection of welding to determine compliance with contract documents;
- Continuous inspection of multi-pass fillet welds, groove welds and reinforcing steel welding.

Metal Deck | Shear Studs

Intermittent visual inspection will be conducted for metal deck and shear stud welding.

High Strength Bolting

As required by the California Building Code (CBC), at least two bolts per connection, or a minimum of ten percent (10%) of all high-strength bolts in slip critical connections, will be tested to the required torque per American Society for Testing and Materials (ASTM) guidelines.

Laboratory Testing of High Strength Bolt Assemblies (ASTM A325 | A490)

We will sample a set of three (3) high strength bolt assemblies per size, lot and heat number from sealed kegs at the supplier or steel fabrication plant. We will perform proofload, ultimate and hardness tests on the assemblies in our laboratory.

MISCELLANEOUS STEEL WELDING

Shop Inspection

- Material identification and mill certificate review;
- Pre-qualification of welders and procedures;
- Visual inspection of welding to determine compliance with contract documents;
- Continuous inspection of multi-pass fillet welds, full penetration welds, and reinforcing steel welding.

Field Inspection

- Pre-qualification of welders and procedures;
- Visual inspection of all welds;
- Torque testing of high-strength bolts using a calibrated torque wrench;
- Visual inspection of welding to determine compliance with contract documents;
- Continuous inspection of reinforcing steel welds, multi-pass fillet welds, and full penetration welds.

EPOXY DOWELS AND ANCHORS

As required, we will perform proofload testing of the epoxy dowels/anchors at the percentage defined by the plans and specifications.

NOTE:

These estimates assume that adequate access will be provided for performing the work at maximum production, i.e., scaffolding. Should any dowel/anchor fail, additional tests will be required per plans.

Non-Shrink Grout

Non-Shrink Grout Placement

During the pours, our inspector will periodically monitor the placement. Our inspector will be performing the following duties:



- Determine the adequacy of placement and vibratory equipment;
- Observe proper delivery rate of non-shrink grout and monitor batch times;
- Observe that the correct mix is being utilized;
- Record temperature of air and concrete;
- Cast cubes for compression tests at the specified frequency.

Compression Testing

We will transport all samples to our laboratory for testing in strict accordance with the American Society for Testing and Materials (ASTM) requirements. Reports of compression tests will be distributed to the appropriate parties.

FIREPROOFING

California Building Code (CBC) Standard 43-8 requires thickness verification of twenty five percent (25%) of structural steel columns and primary beams on each story, and on 10 percent (10%) of secondary beams. Floor decking requires four readings per 1,000 square feet. In addition, the substrate will be verified prior to the application of all fireproofing material. Density will be checked on one beam, column and floor per 2,500 square feet of floor area in accordance with American Society for Testing and Materials (ASTM) E-605. If specified, Adhesion/Cohesion testing will be performed.



CONTRACT TERMS AND CONDITIONS

- I. FEES: The estimated contract price is based on the best information made available to CEL at the time the estimate was performed. If subcontractors perform more quickly than scheduled, Client will receive a cost savings for testing. If, however, subcontractors' schedules are extended or delayed, Client may receive a resulting increase in costs for testing. Client recognizes that the additional services rendered herein under this Proposal are schedule driven and are mandated by the scheduling and staffing of the contractor(s). Should items and quantities alter from estimates outlined herein, CEL shall be entitled to compensation for services rendered. In addition, Client recognizes that, on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. CEL typically will have no notice of this until the day the said overtime occurs. Client agrees to compensate CEL for such overtime. Any estimated quantities contained herein are estimates only and Client agrees to payment for services rendered in excess of the estimated quantities and/or cost figures as described herein. Fees for CEL's services will be billed on a time and expenses basis at the unit rates quoted and CEL shall submit biweekly invoices for services rendered and for reimbursable expenses incurred. Invoices are due within 30 days from receipt. Past due invoices are subject to a finance charge of 1% per month or the maximum rate permitted by law.
- II. FINAL AFFIDAVIT: The first invoice from CEL shall include the estimated cost to prepare the Final Inspection Report. However, the Final Inspection Report will not be issued until the sixth working day following the request for the Final Inspection Report by Client's authorized representative. Additionally, as a condition precedent to release of the Final Inspection Report, Client shall have paid in full for all services performed by CEL pursuant to this Agreement.
- III. <u>INSPECTION:</u> Inspection shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such inspection shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor, subcontractors, or materialmen in any way from their obligations and responsibilities under the construction contracts. Specifically, but without limitation, inspection shall not require the inspector to assume responsibilities for the means and methods of construction nor for safety on the jobsite of any party other than CEL employees.
- In providing services under this agreement, CEL shall exercise that degree of skill and care ordinarily used by other reputable members of CEL's profession, practicing in the same or similar locality and under similar circumstances at the time these services are rendered. Nothing in this agreement shall be interpreted to require CEL to meet any higher standard and this paragraph shall control over any such contrary provision. CEL makes no warranty, either expressed or implied, as to its findings, recommendations, specifications or professional advice. CEL will provide only those services that, in the opinion of CEL, lie within the technical and professional areas of expertise of CEL as set forth herein and which CEL is adequately staffed and equipped to perform. Client shall request in writing if Client desires CEL to provide services outside of the scope of services described herein. CEL shall advise Client of any services that lie outside the technical and professional expertise of CEL.
- V. LIABILITY: In recognition of the relative risks of the Client and CEL on the Project, Client agrees, to the maximum extent permitted by law, that CEL's liability to Client and any third party, in any way arising out of this Agreement, shall be limited to 100% of the total fees and costs paid to CEL or \$25,000, whichever is greater. Client agrees to compensate CEL at its standard hourly rates in the event CEL is requested to perform services in connection with litigation, claims or disputes arising out of this project or in the event CEL, its agents or employees are subpoenaed or otherwise compelled to participate in litigation, claims or disputes arising out of this project. CEL shall not be responsible for acts and/or omissions of any party or parties involved in the design of the Project or the failure of any Contractor or Subcontractor to construct any aspect of the Project in accordance with the Agreement documents, or in accordance with recommendations contained in any correspondence or written recommendations issued to CEL.
- VI. <u>LITIGATION:</u> In case of any dispute, claim, question, or disagreement arising out of or relating to this Contract or the breach thereof, the parties hereto shall use all reasonable efforts to settle such disputes, claims, questions, or disagreement. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Client and CEL agree to continue to perform their obligations under this Contract during the good faith resolution of such a dispute, claim, question, or disagreement. In the event that any litigation, arbitration, or other proceeding is commenced between the parties hereto or their personal representatives, successors or assigns concerning the enforcement or interpretation of any provision of this Contract or the rights and duties of any party in relation thereto, the party or parties prevailing in such litigation, arbitration or other proceeding shall be entitled, in addition such other relief as may be granted, to reasonable attorneys' fees and costs. For the purposes of this paragraph, the "prevailing party" shall be determined in accordance with the provisions of California Civil Code section 1717.



Contract Terms and Conditions (cont'd)

- VII. STATE PREVAILING WAGE: It shall be Client's sole responsibility to notify CEL of any prevailing wage requirements before any services are performed for the Project. Should it be revealed subsequent to the execution of an agreement for services that this project is indeed a prevailing wage project and if CEL is thereafter mandated to comply with those requirements, there will be a 10% surcharge to the hourly rates quoted in our Proposal. In addition, in the event notification is not given to CEL, Client shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon CEL for any failure to comply with the prevailing wage laws.
- VIII. CLIENT'S RESPONSIBILITIES: Client or Client's authorized representatives will promptly and timely provide CEL with all revised and updated plans, specifications, addenda, change orders, approved shop drawings and any other information for the proper performance of CEL pursuant to this Contract. Client agrees that CEL has been engaged to provide technical professional services only, and that CEL does not owe a fiduciary responsibility to Client. Client shall secure and maintain throughout the full period of this Contract, sufficient insurance to protect it adequately from claims under applicable Worker's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Contract. CEL shall not be responsible for any errors and/or omissions in the performance of CEL's work or services rendered resulting from Client's failure to provide CEL with revised and updated plans, specifications, addenda, change orders, approved shop drawings and other information for the proper performance of CEL. Client or Client's authorized representatives will give a minimum of 24 hours notification for all dispatch requests. Cancellations received on the day of inspection are subject to a 2-hour show-up charge.
- IX. HAZARDOUS MATERIALS REQUIREMENT: If hazardous materials are encountered by CEL's employees on Client's project site resulting in the need for specialized training or certifications as required by State and Federal agencies in order for CEL's inspection personnel to perform their duties, then all related costs for such specific training, including class time, will be billed to Client with a 15% markup. Personnel time for necessary training classes will be billed at the hourly rate quoted herein.
- X. CREDIT CARD PAYMENTS: Credit card payments will be charged a convenience fee of 2.5% of the total invoice amount.
- XI. <u>ADDITIONAL SERVICES:</u> Should additional services be requested that are not included in CEL's proposed scope of services, CEL will provide these services at the unit rates listed in our published 2016 Fee Schedule.
- XII. ACCEPTANCE OF CONTRACT: This Contract is subject to acceptance only of the terms and conditions stated herein. Any additional or different terms and conditions proposed by Client are hereby rejected, and shall be of no force or effect unless expressly assented to in writing by CEL. There shall be no contract except upon the terms and conditions provided herein. By directing CEL to commence performance, after your receipt of this Contract, you agree to comply with all the terms and conditions set forth herein. This Contract contains the entire and 'integrated agreement between Client and CEL and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract cannot be amended or modified except by a written addendum, executed by each of the parties hereto. This Contract shall be interpreted and enforced in accordance with the laws of the State of California.
- XIII. Basis of Charges: The proposed unit rates will be in effect through December 31, 2016. Thereafter, the unit rates are subject to an annual increase of four percent (4%) per year to mitigate the annual operating cost increases:

Work over 8 Hours per day

Work over 12 Hours, Monday through Friday

Work on Saturdays

Work over 8 Hours on Saturdays

Work on Sundays/Holidays

Swing or Graveyard Shift Premium

Work from 0-4 Hours

Work from 4-8 Hours

Show-Up Time

Sample Pick-Up

Laboratory Testing - Rush Fee

Final Affidavit (per permit number)

(request six working days advanced notice)

Extra Copies (over four per issue date) of Inspection Reports

and Final Affidavit

Project Engineering and Management

Credit Card Payment of Fees

Reimbursables

QA/QC Plan Written Procedures

Out of Area Services (beyond 40-mile radius)

Travel Time

Mileage

Per-Diem, including lodging

Time and One-Half

Double Time

Time and One-Half

Double Time

Double Time

\$10.00 per Hour

4-Hour Minimum Billing

8-Hour Minimum Billing

2-Hour Minimum Billing

\$30.00/Trip

Add 50% to Testing Cost

\$400.00

\$20.00/each 5% of Fees

2.5% Premium

Cost + 15%
Quotation upon Request

As Listed Below: Basic Hourly Rate

\$0.60/Mile

\$90.00/Day



Date: April 25, 2016

Proposal No.: P6275

Mr. Salom Samad

Prepared For: SEQUOIA UNION HIGH SCHOOL DISTRICT

480 James Avenue

Redwood City, California 94062

Re:

Geotechnical Observation and

Testing Services

Woodside High School 'J' Wing Classroom Building

199 Churchill Avenue Woodside, California **DSA File # - 41-H5**

DSA Application # - 01-115215

The Agreement

Thank you for requesting Cornerstone Earth Group to prepare and submit this agreement for geotechnical observation and testing services during construction. Our proposal is based on our review of the plans provided, the project geotechnical report, our discussions with you, and our overall understanding of the work to be performed. The following describes our understanding of the project and presents our proposed scope of work and our estimated cost for completing the work. This document will serve as our agreement to work together.

The Project

The project site is located at 199 Churchill Avenue in Woodside, California at the northwest portion of the Woodside High School Campus. The project includes construction of the new Wing 'J' 2-story classroom building, new landscaping and flatwork surrounding the new building. an enhanced student drop-off with associated parking area, and improvements to the existing sports field and basketball courts. The existing site modular buildings, sports courts and fields, selected utilities, pavements, flatwork and landscaping will be demolished to make way to make to make way for construction. New utilities landscaping and other improvements necessary for site development are also planned.

Our Experience

Our principal geotechnical group has over 115 years of combined geotechnical experience, and has completed hundreds of projects throughout the Bay Area and California. Our breadth of experience in the Bay Area will add value to your project in design and construction. Services we can provide include the following.



V	Observation and	Testing	of Structural
	Fill	_	

- ☑ Laboratory Testing of Soil
- ☑ Earthwork Recommendations
- ☑ Observation of Deep Foundation Construction
- ☑ Observation of Footing Excavations
- ☑ Testing of Pavement Subgrade, Aggregate Base and Asphalt
- ☑ Wet Weather Earthwork Consulting
- ☑ Shoring Observations
- ☑ Subdrain Observations
- ☑ Storm Water Management / SWPPP Maintenance

Project Team

Our project team will be led by Mr. Scott E. Fitinghoff, P.E., G.E., Principal Engineer. Mr. Fitinghoff will be assisted by other members of our staff to complete the project. Mr. Fitinghoff's contact information is shown here.

Project Manager | Scott E. Fitinghoff, P.E., G.E.

GE 2379

Email sfitinghoff@cornerstoneearth.com

Office (408) 245-4600 x 103 Cell (408) 747-7503

Construction Services

[In addition to providing the final review of project plans for the building permit,] we will provide consultation and part-time observation and testing as necessary of the geotechnical aspects of the project, including the following geotechnical construction tasks:

- Mass Grading
- Drilled Pier Excavation Observation
- Grade Beam Excavation Observation
- Site Foundation Excavation Observation
- Utility Trench Backfill, including Storm Drain, Sanitary Sewer, Water, and Joint Trench
- Retaining Wall Backfill Compaction
- Retaining Wall Subdrain Observation
- Flatwork Subgrade and Aggregate Base Compaction
- Pavement Subgrade and Aggregate Base Compaction

In addition to our observations and testing of the geotechnical aspects of the above construction activities, we will also perform laboratory testing as necessary to document specification compliance and to confirm our field observations. We will also provide consultation, project management and correspondence, as needed for the project.

Construction Level of Effort Estimate

We used the project plans provided along our geotechnical investigation to prepare this initial estimated number of field, laboratory and office hours required for the geotechnical aspects of construction. All site earthwork is assumed to occur within normal working hours Monday through Friday. The following table presents our estimated schedule of field, office and laboratory services for construction work involving geotechnical engineering construction services. Please note that our estimate does not include time for services performed due to



problems or delays that may be encountered during construction, and includes only part-time observation and testing.

Construction Tasks	Personnel	No. of Site Visits	Estimated Hours per Visit	Estimated Total Hours	Estimated Number of Density Tests
Meetings/Consultation	Project Eng.	1	3	3	0
Demolition Backfill	Eng. Tech II	8	4	32	20
Mass Grading	Eng. Tech II	4	8	32	35
Building Drilled Pier Excavations	Staff Eng.	10	8	80	0
Scoreboard and Fence Drilled Pier Excavations	Staff Eng.	4	6	24	0
Grade Beam Excavations	Staff Eng.	5	2	10	0
Site Foundation Excavations	Staff Eng.	5	3	15	0
Storm Drain Backfill	Eng. Tech II	2	4	8	10
Sanitary Sewer Backfill	Eng. Tech II	2	4	. 8	10
Water Line Backfill	Eng. Tech II	5	4	20	25
Joint Trench Backfill	Eng. Tech II	5	4	20	25
Retaining Wall Subdrain	Eng. Tech II	1	3	3	0
Retaining Wall Backfill	Eng. Tech II	4	4	16	20
Flatwork Subgrade	Eng. Tech II	10	4	40	50
Flatwork Agg. Base	Eng. Tech II	10	4	40	50
Pavement Subgrade	Eng. Tech II	4	4	16	15
Pavement Agg. Base	Eng. Tech II	3	4	12	15
TOTAL		85		416	275

			Laboratory	Estimated
Office Tasks	Personnel	Hours	Tests	No.
Review field reports; project	Principal Eng.	10	Compaction	6
management; correspondence	Project Eng.	30	Moisture Content	20
with design team and applicable	Sen. Sup. Tech.	5		
agencies; miscellaneous	Technical Asst.	20		
consultation; preparation of final				
letter.	_ ×		* _	

Additional Services

We will proceed with additional services in excess of our estimate if requested to do so. We will follow up with you regarding additional services by forwarding a Confirmation of Additional Services itemizing the additional work.



Fee and Terms

The cost for our services is approximately \$67,500. Hours or tests less than or greater than those shown in this proposal will proportionately reduce or increase our costs. We recommend a contingency of \$7,000 be carried in the project budget to cover additional geotechnical observation and testing, if required. Please note that our estimate depends a great extent on the site conditions, the efficiency of the prime and sub-contractors, and the weather. Our services will be provided in accordance with the attached terms and conditions and schedule of hourly rates on a time-and-materials basis. We will not proceed without written authorization. To be recognized, any dispute over charges must be claimed in writing within 30 days of the billing date.

Responsibilities

The presence of our field representatives will be for the purpose of providing observation and testing services. Our work will not include supervision or direction of the actual work of the contractor. The contractor should be informed that neither the presence of our field representatives nor the observation by our firm shall excuse him in any way for defects discovered in his work. It is also understood that our firm will not be responsible for job or site safety.

Authorization

Please acknowledge your receipt of and agreement with the scope of work in our proposal by forwarding a copy of the standard terms and conditions previously negotiated with our firm and a purchase order and/or contract amendment.

We thank you for this opportunity and look forward to working with you on this important project. Should you have any questions regarding this proposal, or if we may be of further service, please contact us at your convenience.

Sincerely,

Cornerstone	Earth Group, Inc.	Sequoia High Scl	nool District
Principal Eng	ghoff, P.E., G.E. ineer pires 6-30-16	Name	Date
SEF:SPM		Please Print Name	and Title
Copies: Address	see (1 by email)		
Attachments:	Schedule of Hourly Rates Terms and Conditions		



Hourly Fee Rates and Equipment Charges

Through December 31, 2016

Senior Principal Engineer or Geologist	\$245
Principal Engineer or Geologist	\$225
Senior Risk Assessor	\$200
Senior Project Engineer or Geologist	\$200
Principal Construction Services	\$180
Project Engineer or Geologist	\$170
Senior Staff Engineer or Geologist	\$145
Senior Supervisory Technician	\$145
Staff Engineer or Geologist	\$135
Supervisory Technician	\$120
Technical Illustrator/CAD Operator	\$115
Dispatch	\$105
Engineering Technician II	\$100
Engineering Technician I	\$95
Administrative Assistant	\$85

Charges for personnel will be made in accordance with the above rates. For field engineers, geologists and technicians, regular rates are normal workday construction hours (Monday through Friday). For time spent over 8 hours in a day, time spent after 5 p.m., time spent on swing shifts, and time spent on Saturdays by field personnel, overtime rates will be charged at 1.5 times the hourly rate. Work on Sundays and holidays and work in excess of 12 hours in one day will be charged at 2.0 times the hourly rate. Field rates are based on a 48 hour notice. For less than a 48 hour notice, a 10 percent surcharge will be added. All field personnel, vehicle and equipment charges are portal to portal. Reproduction of project documents will be charged as a project expense. The hourly rate for professional staff to attend legal proceedings will be 2.0 times the hourly rate specified above.

	ent Charges	Geotechnical Laboratory Tests				
Vehicle Nuclear Density Gauge Slope Inclinometer GPS Unit Hand Auger Equipment Power Auger PDR-1000 Dust Meter Organic Vapor Meter Air Pump Weather Station Benkelman Beam Double Ring Infiltrometer Dynamic Cone Insulated Sample Carrier Depth Sounder Liner and Two Caps Core N One Sampler Core N One Handle Modeling Software Plotter 55-gallon Drum	\$16 per hour \$9 per test \$150 per day \$30 per day \$45 per day \$100 per day \$100 per day \$150 per day or \$700 per week \$125 per day or \$350 per week \$75 per day or \$350 per week \$75 per day or \$700 per week \$150 per day or \$700 per week \$100 per day \$100 per day \$100 per day \$5 per day \$40 per day \$10 each \$45 each triplicate sample \$50 each \$20 per hour \$5 per plot \$90 each	Compaction Curve Compaction Check Point Plasticity Index Sieve/Hydrometer Moisture Content Moisture/Density -#200 Wash Sieve < % inch Liner (small) Sieve > % inch Bucket (Large) Lime Stability	Tests Run During Normal Workday Hours \$300 each \$150 each \$220 each \$6 each \$25 each \$50 each \$115 each \$300 each \$115 each \$200 each	Tests Run Outside Workday Hours \$450 each \$225 each \$330 each \$9 each \$38 each \$170 each \$300 each		

Direct Expenses

Reimbursement for the direct expenses listed below incurred in connection with the Work will be billed at cost plus 18 percent.

- Drillers, utility locators, laboratories, contractors, hygienists, and consultants
- Rented vehicles, public transportation, tolls, and air flights
- 2) 3) Permits and special fees, insurances and licenses required to perform Work
- Computer programs and rented field equipment
- 4) 5) 6) Large volume copying of project documents
- Maps, photographs, and environmental databases 7)
 - Overnight or same day delivery charges
- Copying or production of over-sized figures and plans

If personnel are assigned to a project 100 miles or more from an office, \$125 per diem per person allowance will be charged. Unless mutually agreed in writing, Cornerstone will hold samples collected during the performance of the Work no longer than thirty (30) calendar days after their date of collection; project samples requested to be held greater than thirty (30) calendar days will be billed at \$100 per every ninety (90) calendar days. If payment is not received within 30 days of invoice date, the samples will be discarded.

Payment

Payment for Work completed is due upon receipt of Cornerstone's statement. Fixed fee or lump sum services will be billed for the agreed fixed fee. A service charge of 1.5 percent per month will be charged on accounts not paid within 30 days.

Prevailing Wage

Client must notify Cornerstone in writing if the Work is subject to "prevailing wage" under local, state or federal laws. If a "prevailing wage" obligation exists, Cornerstone's hourly rates for technicians and staff engineers and geologists will increase by 20 to 23 percent.

CORNERSTONE EARTH GROUP, INC. TERMS AND CONDITIONS

Agreement

- 1.1 Cornerstone Earth Group, Inc.'s ("Cornerstone") services are defined by and limited to (a) those services (the "Work") described in the attached proposal, which is incorporated herein by this reference, and (b) these Terms and Conditions of Agreement ("Terms and Conditions"). Together, the proposal and Terms and Conditions form the "Agreement." This Agreement represents the entire agreement between the Client and Cornerstone (collectively, the "Parties") and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement can only be amended by a written instrument signed by both the Client and Cornerstone. In the event that the Client authorizes the Work by means of a purchase order or other writing ("Confirmation"), it is expressly agreed that these Terms and Conditions shall apply, and any terms, conditions or provisions appearing in the Confirmation are void and inapplicable except to the extent the Confirmation authorizes the Work and binds the Client to this Agreement.
- 1.2. Failure to immediately enforce any provision in this Agreement shall not constitute a waiver of the right to enforce that provision or any other provision. No waiver by the Parties of a breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such breach or as a waiver of a breach of any other term or covenant in this Agreement.

2. Scope of Services

Cornerstone will serve the Client by providing professional counsel and technical advice based on information furnished by the Client. The Client will make available to Cornerstone all known information regarding existing and proposed conditions of the site, and will immediately transmit any new information that becomes available or any change in plans. The Client and Cornerstone agree that Cornerstone, its officers, directors, employees, agents and/or subcontractors shall not be liable for any claims, damages, costs, or losses arising from or in any way related to conditions not actually encountered during the course of Cornerstone's Work and Cornerstone shall not have any liability or responsibility for losses resulting from inaccurate or incomplete information supplied by the Client, and the Client agrees to defend and indemnify Cornerstone, its officers, directors, employees, agents and/or subcontractors against claims, damages, costs or losses arising therefrom. Cornerstone, its officers, directors, employees, agents and/or subcontractors shall not be liable for failing to discover any condition the discovery of which would reasonably require the performance of services not authorized by the Client.

3. Terms of Payment

- 3.1 The Client's obligation to pay for the Work is in no way dependent upon the Client's ability to obtain financing. The Client's obligation to pay for the Work is in no way dependent upon the Client's successful completion of the Client's project. No provision of this Agreement shall be construed to constitute a "Pay-When-Paid" clause or a "Pay-If-Paid" clause.
- 3.2 Payment for the Work shall be due and payable upon receipt of Cornerstone's invoice. To be recognized, any dispute over charges must be claimed in writing within thirty (30) calendar days of the billing date. Any dispute over an invoice amount shall not affect the Client's obligation to pay invoice amounts not in dispute. Amounts unpaid thirty (30) calendar days after the issue date of Cornerstone's invoice shall be assessed a service charge of 1 percent per month on balances outstanding.
- Timely payment is a substantial condition of the Client's performance under this Agreement. Cornerstone may at its option withhold delivery of reports or other work product or suspend performance of the Work pending receipt of payments for all past due invoices and Cornerstone, its officers, directors, employees, agents and/or subcontractors shall have no liability to the Client for delay or damage caused because of such withholding or suspension. In the event that Cornerstone must take legal action to enforce this Agreement for payment for the Work performed and Cornerstone prevails, Cornerstone will be reimbursed by the Client for all expenses, including but not limited to reasonable attorney's fees and litination costs.

4. Standard of Care

- While performing the Work under this Agreement, Cornerstone shall exercise the degree of care and skill ordinarily exercised under similar circumstances by members of the environmental and geotechnical engineering consulting professions, as applicable, performing the kind of services to be performed hereunder and practicing in the same or similar locality at the same period of time.
- 4.2 Except for the express promise set forth in Subsection 4.1 herein, Cornerstone neither makes, nor offers, nor shall Cornerstone be liable to the Client for any express or implied warranties with respect to the performance of the Work.

Force Majeure

- Cornerstone will diligently proceed with its services and will complete the Work in a timely manner, but it is expressly agreed to and understood by the Client that Cornerstone shall not be held responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time of the execution of the Agreement between the parties.
- Except for the obligation to pay for the Work performed and expenses incurred, neither Cornerstone nor the Client shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, included, but not limited to, strikes or other concerted acts of workmen not in Cornerstone's employ, whether direct or indirect, riots, war, acts of terrorism, fire, floods, storms, washouts, acts of God or the public enemy, explosions, accidents, epidemics, breakdowns, injunctions, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any governmental body or any instrumentality thereof, whether now existing or hereafter created.

6. Effect of Delay or Impediment to Work

- If any event occurs which causes or may cause Cornerstone: (a) to be impeded in its performance of the Services; or (b) to be delayed in the completion of the Work within the time provided in the attached proposal and/or in an applicable Change Order due to any act or omission of the Client, its officers, directors, employees and agents, or the Client's contractors, or due to any contingency beyond Cornerstone's control as provided in Section 5 herein, Cornerstone shall notify the Client in writing within ten (10) business days of the date on which Cornerstone becomes aware of such event.
- The Client shall notify Cornerstone in writing of the Client's agreement or disagreement with Cornerstone's claim of an impediment or delay to performance within five (5) business days after receipt of Cornerstone's notice under Subsection 6.1. If the Client agrees with Cornerstone's claim, the time for performance of such requirement may be extended as mutually agreed in writing by the parties as provided in Subsection 1.1. If the Client disputes Cornerstone's assertion of an impediment or delay, such dispute shall be resolved pursuant to Section 17.
- Impediments or delays to performance, addressed pursuant to this Section, shall not (a) constitute a breach hereunder; (b) give rise to any special right to terminate this Agreement; or (c) give rise to a claim by the Client for damages or other relief, if and to the extent that such impediment or delay is due to any act or omission of the Client, its officers, directors, employees and agents, or the Client's contractors, or due to any contingency beyond Cornerstone's control as provided in Section 5.

7. Right of Entry

7.1 Unless otherwise agreed in writing, the Client shall furnish and/or secure right of entry to the Site described in the proposal for Cornerstone personnel and equipment in order for Cornerstone to perform the Work. The Client shall waive any claim against Cornerstone, its officers, directors, employees, agents and/or subcontractors and agree to defend and indemnify Cornerstone, its officers, directors, employees, agents and/or subcontractors from any claims arising from entry onto the Site which is the subject of the Work.

Cornerstone Earth Group, Inc.

The Parties acknowledge and agree that although Cornerstone will take reasonable precautions to minimize damage to property, including landscapes, hardscapes, crops and underground utilities, any and all damages, losses or expenses which could result from damage to such property due to Cornerstone's performance of the Work under this Agreement shall be the sole and exclusive responsibility of the Client provided that such damages, losses or expenses are not the result of Cornerstone's breach of the standard of care set forth in Subsection 4.1 herein. The Client shall indemnify, defend and hold harmless Cornerstone, its officers, directors, employees, agents and/or subcontractors from any damages, losses or expenses including, without limitation, attorney's fees, sustained or incurred by Cornerstone, its officers, directors, employees, agents and/or subcontractors as a result of any and all claims arising out of any damage to subsurface utilities due to Cornerstone's performance of the Work under this Agreement, provided that such claims are not the result of Cornerstone's breach of the standard of care set forth in Subsection 4.1 herein.

8. Monitoring of Construction

- The Client acknowledges and understands that unanticipated or changed conditions may be encountered during construction. There is a substantial risk to the Client and to Cornerstone if Cornerstone is not engaged to provide complete services, including but not limited to, construction observation services. Such risks include the increased likelihood of misinterpretation of Cornerstone's findings and conclusions and error in implementing recommendations by Cornerstone. If Client fails to retain Cornerstone to provide complete services, the Client agrees, notwithstanding any other provisions of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless Cornerstone, its officers, partners, employees and Cornerstones from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the Work or arising out of implementing or interpreting Cornerstone's work product except when the Claim arises from the sole negligence of Cornerstone or where the Claim arises from the willful, wanton or reckless conduct of Cornerstone.
- 8.2 Cornerstone shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents.
- 8.3 Cornerstone shall not be responsible for the acts or omissions of any contractor or subcontractor or any of the contractors' or subcontractors' agents or employees or other persons performing any work on the Project.

9. Changed Conditions

9.1 If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to Cornerstone are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, Cornerstone may call for renegotiation of appropriate portions of this Agreement. Cornerstone shall notify the Client of the changed conditions necessitating renegotiation, and Cornerstone and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

10. Jobsite Safety

Neither the professional activities of Cornerstone nor the presence of Cornerstone or its employees, subconsultants and subcontractors shall relieve the Client or the Client's General Contractor of its obligations, duties and responsibilities, including, but not limited to, health and safety programs. Cornerstone and its personnel have no authority to exercise any control over the site or any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client acknowledges and agrees that Cornerstone shall not be responsible for jobsite safety.

11. Hazardous Materials and Environmental Contamination

- The Client hereby warrants that if it knows or has any reason to assume or suspect that hazardous or toxic substances, or any other type of environmental hazard, contamination or pollution may exist at the Site, the Client will immediately inform Cornerstone to the best of the Client's knowledge of such hazardous or toxic substances, environmental hazard, contamination or pollution's type, quantity and location.
- Cornerstone, its officers, directors, employees, agents and/or subcontractors shall have no title to, ownership of, or legal responsibility and/or liability for any and all contamination at the Site, including, but not limited to, the groundwater thereunder. "Contamination at the Site" includes but is not limited to any hazardous or toxic substance, or any other type of environmental hazard, contamination or pollution present at or under the Site, including, but not limited to the ground water thereunder, which is not brought onto the Site by Cornerstone, its officers, directors, employees, agents and/or subcontractors.
- 11.3 Cornerstone and the Client agree that the discovery of unanticipated Contamination at the Site may constitute a changed condition mandating renegotiation and/or termination of this Agreement. Cornerstone and the Client agree that the discovery of unanticipated Contamination at the Site may make it necessary for Cornerstone to take immediate measures to protect the public health, safety and the environment. The Client agrees that Cornerstone may take any or all measures that in Cornerstone's professional opinion are justified to preserve and protect the health and safety of Cornerstone's personnel, the public and the environment, and the Client agrees to compensate Cornerstone for the cost of such services.
- The Client agrees to indemnify, defend and hold harmless Cornerstone, its officers, directors, employees, agents and/or subcontractors from any and all damages, losses or expenses, including, but not limited to, reasonable attorney's fees and legal costs connected therewith, liabilities, penalties and fines sustained by Cornerstone, its officers, directors, employees, agents and/or subcontractors as a result of any and all claim with respect to and arising out of any and all Contamination at the Site, provided that such claims are not the result of Cornerstone's breach of the standard of care set forth in Subsection 4.1 herein.
- Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring is advanced or drilled through a contaminated area into a clean soil or water-bearing zone. Because of the risks posed by such work, and because subsurface sampling is often a necessary part of Cornerstone's Work, the Client hereby agrees to waive all claims against Cornerstone, its officers, directors, employees, agents and/or subcontractors with respect to and arising out of any and all subsurface sampling, including but not limited to claims relating to cross-contamination occurring because of such subsurface sampling, provided that such claims are not the result of Cornerstone's breach of the standard of care set forth in Subsection 4.1 herein.

12. Disposal of Samples and Drill Cuttings

Unless mutually agreed in writing by the Parties as provided in Subsection 1.1 herein, Cornerstone shall hold samples collected during the performance of the Work no longer than thirty (30) calendar days after their date of collection. Drill cuttings will be left on-Site. In the event that soil, rock, water, drill cuttings and/or other samples or materials are contaminated or are suspected to contain hazardous materials or other toxic substances hazardous or detrimental to public health, safety or the environment as defined by federal, state or local law, Cornerstone will, after completion of testing, notify the Client of the same in order for the Client to arrange for the disposal of the samples and/or materials. The Client recognizes and agrees that Cornerstone at no time assumes title to said samples and/or materials, and that the Client is responsible for the disposal of such samples and/or materials. The Client agrees to pay all costs associated with any storage, transport and/or disposal of samples and/or materials, and to defend and indemnify Cornerstone, its officers, directors, employees, agents and/or subcontractors from any and all claims arising out of or in any way related to the storage, transport and/or disposal of asbestos, hazardous or toxic substances, and/or pollutants, including but not limited to any samples and/or materials.

13. Use and Ownership of Documents

All reports, letters, plans, figures, specifications, computer files, field data, logs, notes and other documents and instruments prepared by Cornerstone as instruments of service shall remain the property of Cornerstone. Cornerstone shall retain all common law, statutory and other reserved rights, including copyright thereto. In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to reports, letters, plans, figures, specifications, computer files, field data, logs, notes and other documents prepared by Cornerstone without obtaining Cornerstone's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against Cornerstone and to release Cornerstone from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the

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fullest extent permitted by law, to indemnify and hold harmless Cornerstone from any damages, liabilities or costs, including reasonable attorney's fees and costs of defense, arising from such changes.

The Client agrees that all reports, letters, plans, figures, specifications, computer files, field data, logs, notes and other documents and other services furnished to the Client or its agents and/or employees by Cornerstone, which are not paid for, shall be immediately returned upon demand and may not be used by the Client for any purpose. Any reports, letters, plans, figures, specifications, computer files, field data, logs, notes and other documents, advice or opinions provided by Cornerstone to the Client as part of the Work are provided for the sole and exclusive use of the Client for specific application to the Site detailed in this Agreement. Any third party use of any drafts, reports, letters, plans, figures, specifications, computer files, field data, logs, notes and other documents, advice or opinion of Cornerstone is the sole responsibility of the Client.

- Cornerstone, its officers, directors, employees and agents have and shall maintain during the term of this Agreement insurance in the following types: (a) 14.1 Worker's Compensation Insurance; (b) Employer's Liability Insurance; (c) Commercial General Liability Insurance (GLI); and (d) Professional Liability Insurance.
- Cornerstone shall, at the Client's request, provide the Client with a certificate of insurance or other satisfactory evidence that such insurance has been obtained and are maintained in force through the term of this Agreement. Any additional insurance policy or increase in the coverage of existing insurance required by the Client shall constitute an additional expense under this Agreement, and the Client shall reimburse Cornerstone for any additional premiums and costs incurred by 14.2 Cornerstone in connection with obtaining such additional insurance.

15. **Prevailing Wage Obligations**

The Client shall notify Cornerstone in writing if the Work contemplated by this Agreement constitutes a "public work" under any and all federal, state and/or local prevailing wage laws, and/or living wage laws, including but not limited to the Davis-Bacon Act and the provisions of California Labor Code §§ 1720 et seq. In 15.1 addition, the Client shall notify Cornerstone if Cornerstone is obligated by statute, any public contracting authority and/or a developer to pay prevailing wages addition, the Client shall notify Cornerstone if Cornerstone is obligated by statute, any public contracting authority and/or a developer to pay prevailing wages and benefits and/or any predetermined wages or benefits (collectively, "prevailing wage obligations"). In the event that Cornerstone must adhere to federal, state and/or local prevailing wage obligations for the Work performed, the Client shall provide Cornerstone with any and all prevailing wage determinations applicable to the Work to be performed under this Agreement. Any prevailing wage obligations might affect the payment terms contemplated by this Agreement and thus constitute a changed condition mandating renegotiation and/or termination of this Agreement. The Client understands and agrees that Cornerstone will rely on the representations made by the Client with regard to prevailing wage obligations and the Client agrees to indemnify Cornerstone, its officers, directors, employees, agents and/or subcontractors against any and all claims, liabilities, suits, demands, losses, costs and expenses, including but not limited to reasonable attorney's fees and legal costs, arising from Cornerstone's reliance upon the Client's representations regarding prevailing wage obligations.

16. Limitations—THIS CLAUSE LIMITS CORNERSTONE'S LIABILITY

- Cornerstone shall not be responsible for the validity or accuracy of data collected by others or for interpretations made by others. 16.1
- Cornerstone's relationship with the Client under this Agreement shall be that of an independent contractor. Nothing in this Agreement shall be construed to 16.2 designate Cornerstone, its officers, directors, employees, agents and/or subcontractors as employees, agents, joint ventures or partners of the Client.

 Cornerstone shall have no authority to bind, commit or obligate the Client in any manner and shall not hold itself out to third parties as being capable of doing so.
- The Client and Cornerstone have discussed the risks and rewards associated with this project, as well as Cornerstone's fee for services. After negotiation, the 16.3 Client and Cornerstone have expressly agreed to allocate certain of the risks so that, to the fullest extent permitted by law, the total aggregate liability of Cornerstone, its officers, directors, employees, agents and subcontractors to the Client and all third-parties is limited to \$50,000 or the amount of Cornerstone's fee, whichever is greater, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement revenue, loss of use of any equipment or system, non-operation or increased expense of operation of any equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.
- Notwithstanding any other provision of this Agreement , the total aggregate liability of Cornerstone, its officers, directors, employees, agents and subcontractors 16.4 to the Client and all third parties, including attorney's fees awarded pursuant to this Agreement, for claims, damages or losses arising out of the treatment, transport, storage, discharge, dispersal or release of hazardous materials, shall be limited to \$50,000 or the amount of Cornerstone's fee, whichever is greater and regardless of the legal theory under which liability is imposed.
- For an additional 5% of Cornerstone's total fee or \$500, whichever is greater, Cornerstone will raise the limitation of liability up to the amount that actually would 16.5 be paid by Cornerstone's insurance carriers if Client and Cornerstone initial below:

LIMITATION INCREASE: THE LIMITATION OF LIABILITY IS INCREASED TO THE ACTUAL AMOUNT PAID BY CORNERSTONE'S INSURANCE CARRIERS IN EXCHANGE FOR AN ADDITIONAL FEE OF 5% OF THE TOTAL SERVICE CHARGE OR \$500, WHICHEVER IS GREATER.

Cheffe S Initial	Date	Cornerstone's Initial	Date
losses, or expenses, included b	out not limited to reaso	onable legal expenses and attorney's fees co	loyees, agents and subcontractors from any and all damages, nnected therewith, sustained by Cornerstone, its officers,

- 10 property damage, statutory penalty and/or personal injury with respect to and arising out of the Client's negligent acts, omissions or material breach of this Agreement. In the event a claim is the result of joint negligent acts or omissions of the Client and Cornerstone, the Client's duty of indemnification shall be in proportion to its respective allocable share of the joint negligence.
- Client acknowledges and agrees that in no event shall any action or proceeding be brought against Cornerstone or proceeding be brought against Cornerstone by Client or its assignees for any claim or cause of action arising from or in any way related to the Work or this Agreement unless such action or proceeding is commenced within three (3) years from the Date of Completion of Work provided by Cornerstone under this Agreement. The Date of Completion shall be the 16.7 date of the final invoice for the Work performed under this Agreement.
- If Client requests that Cornerstone's work product be relied upon by a third party, including, but not limited to a lender, Client agrees to provide the third party with a copy of these terms and conditions, and Client agrees to require said third party to agree to limit Cornerstone's total liability to Client and any third party 16.8 as described in paragraph 16.4 and Client agrees to indemnify Cornerstone, its officers, directors, employees, agents and/or subcontractors against any and all claims, liabilities, suits, demands, losses, costs and expenses, including but not limited to reasonable attorney's fees and legal costs, arising from third party claims, damages, costs and losses arising our of or in any way related to Work.

17. **Disputing Cornerstone's Performance**

Clientie Teltiel

Except as provided in Section 6 and Subsection 17.2 herein, if Cornerstone shall breach any provision herein, the Client shall notify Cornerstone within five (5) 17.1 business days of the Client's knowledge of such breach. Except as provided in Subsections 17.3 herein, upon receipt of the Client's notice, Cornerstone shall have the option to take such corrective measures, if any, to remedy the breach, and shall notify the Client within five (5) business days after receipt of the

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Client's notification of the corrective measures Cornerstone shall take and the estimated time period within which the corrective measures shall be taken. In no event shall Cornerstone be liable to the Client for any damages without being given a reasonable opportunity to remedy its breach as provided herein.

- The Client shall make no claim for professional negligence unless the Client has first provided Cornerstone with a written certification executed by an independent Consultant currently practicing in the same discipline and locality as Cornerstone and licensed in the State of California. This certification shall (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard care for a Cornerstone performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to Cornerstone no less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation, arbitration or judicial proceeding.
- Cornerstone agrees that upon receipt of written notice from the Client pursuant to Subsection 17.2 herein it will implement necessary corrections to the Work performed by Cornerstone that fails to conform to the standard of care that Cornerstone has accepted pursuant to Subsection 4.1, as mutually agreed in writing by the Parties as provided in Subsection 1.1. herein, if such written notice is received within one (1) year of the performance of the Work failing to conform to Subsection 4.1. If Cornerstone has been paid by the Client for such Work, Cornerstone shall perform the corrections at its own expense. If Cornerstone has not been paid by the Client for such Work, and the Work is subsequently corrected to conform with the standard of care that Cornerstone has accepted pursuant to Subsection 4.1, the Client shall pay Cornerstone in accordance with Section 3 herein.
- 17.4 In no event shall Cornerstone, its officers, directors, employees, agents and/or subcontractors be liable for any special, incidental or consequential damages, such as but not limited to delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of any equipment or system, non-operation or increased expense of operation of any equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power, or any other incidental, special, indirect or consequential damages of any kind or nature whatsoever resulting from Cornerstone's performance or failure to perform the Work in accordance with the standard of care that Cornerstone has accepted pursuant to Subsection 4.1.

18. Termination

- Cornerstone shall have the right to terminate this Agreement ten (10) business days after written notice is sent to the Client if (a) the Client fails to pay any of Cornerstone's undisputed invoices within sixty (60) days from the date of the invoice; or (b) Cornerstone's attached proposal and/or the Work was based upon misinformation, whether by the Client or a third party, or upon information not fully disclosed to Cornerstone, whether by the Client or a third party.
- Except as provided for in Section 6, and after compliance with Section 17, the Client shall have the right to terminate this Agreement ten (10) business days after written notice is sent to Cornerstone if Cornerstone fails to comply in any material respect with any of the material provisions herein and subsequently fails to notify the Client pursuant to Subsections 17.1 and 17.3 of the corrective measures Cornerstone intends to take.
- 18.3 The termination of this Agreement by Cornerstone under Subsection 18.1 herein, or by the Client under Subsection 18.2 herein, shall not relieve the Client of its obligations to pay Cornerstone for any of the Work performed and expenses incurred as of the date of termination, and shall not constitute a waiver by Cornerstone or the Client of any cause of action for breach of this Agreement or any provision herein.

Miscellaneous Provisions.

- 19.1 "Indemnity" Defined. The term "indemnify" shall mean indemnify, defend and hold harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including but not limited to reasonable attorney's fees and all legal costs incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms, or any other legal entities, on account of any damages or losses to property or persons, including death or economic losses, arising out of the item, matter, action or inaction specified in the specific provision.
- 19.2 <u>Choice of Counsel.</u> In any circumstance whereby Cornerstone is entitled to indemnification by the Client, Cornerstone shall have the right to select counsel of its choosing.
- Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns as provided herein. The Client shall not assign, sell, transfer or subcontract this Agreement or any interest herein without the prior written consent of Cornerstone. Cornerstone shall not assign, sell, transfer or subcontract this Agreement or any interest herein without the prior written consent of the Client. The Client hereby consents to the subcontracting of those portions of the Work as the attached proposal herein indicates are or will be subcontracted. Notwithstanding the above, Cornerstone shall have the right to assign monies due hereunder for the Work performed and expenses incurred.
- 19.4 Third Party Beneficiaries. The Parties agree that this Agreement is not intended by either Cornerstone or the Client to give any benefits, rights, privileges, actions or remedies to any person or entity, partnership, firm or corporation as a third party beneficiary or otherwise under any theory of law, that is not a signatory to this Agreement.
- 19.5 <u>Survival.</u> In order that the Parties may fully exercise their rights and perform their obligations arising from the performance of this Agreement, any provisions of this Agreement that are necessary to ensure such exercise or performance shall survive the termination of this Agreement.
- 19.6 <u>Severability.</u> If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any federal, state or local law having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.
- 19.7 <u>Choice of Law and Venue.</u> This Agreement shall be governed by California law. The venue for any legal action brought pursuant to this Agreement shall be located within the County of Santa Clara, State of California.
- 19.8 Publicity. Unless otherwise mutually agreed in writing by the parties as provided in Subsection 1.1, Cornerstone may use and publish the Client's name and a general description of Cornerstone's services with respect to the Work in describing Cornerstone's experience and qualifications to other clients or prospective
- 19.9 Signatories. Each undersigned representative of the Parties to this Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Party to this document.
- 19.10 Corporate Protection. It is intended by the parties to this Agreement that Cornerstone's services in connection with the Work shall not subject Cornerstone's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Cornerstone, a California Corporation, and not against any of Cornerstone's individual employees, officers or directors.
- 19.11 Code Compliance. Cornerstone shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations as of the date of this Agreement.
- 19.12 Quotation. Unless stated in writing, this quotation shall not remain in effect after thirty (30) days of the Proposal date.
- 19.13 <u>Contractors State License</u>. Cornerstone maintains a General Engineering A license (No. 905816) with a Hazardous Substances Removal and Remedial Actions Certification with the State of California, which are regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.



Sequoia Union High School District

Job Description

JOB TITLE:	Director of Purchasing & Support Services				
ADMINISTRATIVE RELATIONSHIP:	This Position reports to the Assistant Superintendent, Administrative Services				
CLASSIFICATION:	Classified				
REQUIREMENTS:	Minimum Degrees/Credentials/Experience Required for Position Any combination equivalent to graduation from a four-year college in business or public administration and four years of verifiable purchasing and contract management experience.				
SALARY SCHEDULE:	Management Salary Schedule VI				
WORK - YEAR / HOURS:	12 Months				
LOCATION:	District				
BOARD APPROVAL:	5/11/16				

BRIEF DESCRIPTION OF POSITION

Under general direction, plans and directs a comprehensive purchasing program in accordance with all applicable Federal and State statues and District regulations; responsible for all district procurement functions including bids, RFP's and RFQ's; manages district contracts; responsible for warehouse and reprographics departments; and provides administrative support for the district food services department.

DUTIES AND RESPONSIBILITIES

Purchasing Functions

- Plans, organizes, assigns, directs, and reviews the work of the purchasing, warehouse, and reprographics departments;
- Formulates procedures and policies to be used for purchasing;
- Plans and supervises the purchase, receipt, storage and distribution of supplies and equipment;
- Develops and processes bids, RFQ's, RFP's, purchase orders, and requisitions involved in obtaining a variety of school supplies, materials, services, and equipment; makes recommendations for standardization;
- Analyzes bids received for conformance and compliance with established standards and for the completeness of data;
- Recommends awarding of contracts and bids; prepares standard specifications and writes specialized specifications;
- Meets with vendors; prepares legal ads, agreements, and other related legal documents;
- Manages surplus property and arranges for disposal;
- Coordinates donations; coordinates e-waste program; keep informed of the legal requirements of purchasing

Contract Management

- Updates and maintains standard district agreements;
- Review incoming agreements for accuracy and completeness;
- Tracks all agreements and maintains in a database;
- Issues amendments & extensions:
- Answers questions and supports all site staff in obtaining agreements;
- Work with the district's insurance broker (SMCSIG) on insurance needs;
- Negotiate agreements and when necessary, confer with County Counsel;
- Review and approve all requisitions which need agreements'
- Responsible for executing approved agreements

Food Services

 Assists the Director of Food Services with administrative functions, including procurement of food and food supplies, employee attendance and timekeeping, free and reduce eligibility application process, local, state and federal reporting.

Knowledge and Abilities:

Knowledge of the methods, laws, practices, and procedures of purchasing including governmental purchasing; knowledge of sources of supply, commodity markets, marketing practices, and commodity pricing methods and differentials; knowledge of warehouse practices and stock record systems; ability to plan and schedule buying activities for greatest efficiency and service; ability to interpret market prices and trends; ability to plan and supervise the work of others; ability to work cooperatively with others; knowledge of principles, practices, and methods of bidding related to contracting for construction services in a public agency; knowledge of applicable state, local, and federal rules, regulations, and laws, including Education Code and Public Contract Code, as well as District policies and procedures relating to bidding procedures; knowledge of Excel and Word is required, and data base programs is desirable

Skills in:

Working independently and using sound judgment; establishing and maintaining complex accurate records, files, and reports; operating standard office equipment, including computers and adding machines with speed and accuracy; reading and writing at a level sufficient for successful performance of required duties; interpreting and applying relevant laws, rules, policies, and other guidelines associated with assigned duties; establishing and maintaining effective working relationships with those contacted in the course of work.

Physical Requirements:

The physical abilities required of this classification may include the following:

- · Vision which can be corrected to a level sufficient to successfully read hand-written, typed and computer-generated information and data, as well as computer terminal displays;
- · Hearing and speech ability sufficient to enable communication by telephone and in person;
- Manual dexterity sufficient to use standard office equipment and supplies and to manipulate both single sheets of paper and large document holders (binders, manuals, etc.);
- · Physical ability to reach, bend and grasp in order to file and retrieve materials;
- · Physical ability to sit or otherwise remain stationary at work post for long periods.



Enrique Navas Sequoia Union High School District 1090 Mills Way Redwood City, CA 94063 May 4th, 2016

RE: NATURAL GAS PURCHASE AGREEMENT AMENDMENT

BY THIS AMENDMENT of the Natural Gas Purchase Agreement between Commercial Energy of Montana, Inc., dba Commercial Energy of California (Seller), and Sequoia Union High School District (Buyer), the following contract changes (3 pages) have been mutually approved (please select one of the price options):

- 1. The term of the Agreement is extended from June 1st, 2016 until June 30th, 2017.
- 2. Natural gas will be measured and billed on the basis of therms delivered to the Buyer's meter(s). Interstate transportation and gas storage costs paid to Pacific Gas & Electric Company (Utility) as part of Utility's procurement costs will be borne by Seller. Buyer's monthly price paid to Seller does not include Utility's customer charge(s) or transportation charge(s). Those charges are published from time-to-time by Utility. Seller will bill Buyer the monthly Stranded Pipeline Capacity Charge (SPCC) of \$0.040 per therm.
- 3. Please select and initial one of the risk management methods offered below is **effective June 1st, 2016**:

a. _____ ENERGY SAFETM (Fixed) PRICE:

Buyer is guaranteed a fixed price of **\$0.433 per therm** for all natural gas delivered for a term. There are no true-ups or after the fact reconciliations.

b. COLLARED PRICE:

Buyer pays for each therm of natural gas delivered each month at a monthly price that is capped at **\$0.497 per therm** and floored at **\$0.350 per therm.** Monthly natural gas price is determined by taking the month's PG&E Citygate Monthly Index Price (as published in Natural Gas Intelligence, Inc. - www.naturalgasintel.com) plus Seller's risk management fee of **\$0.050 per therm** within the collared range for a term. Buyer's monthly price paid to Seller does not include Utility's shrinkage allowance.

c. MARKET PRICE:

Buyer pays for each therm of natural gas delivered at a monthly price based on the month's PG&E Citygate Monthly Index Price (as published in NGI - www.naturalgasintel.com) plus Seller's risk management fee of **\$0.050** per therm. Buyer's monthly price paid to Seller does not include Utility's shrinkage allowance.

4. UTILITY SERVICE RATE ADJUSTMENT: Seller will perform for the Buyer an audit of Utility charges for transportation, transmission, or distribution delivery services, and utility user taxes for electricity and natural gas. Should Seller find a potential reduction in these fees, Seller will provide Buyer with a findings letter to reduce these fees, as well as to obtain potential refund(s) from Utility for previous overcharges. If Seller is successful in obtaining either reductions in fees or refunds from Utility, Seller will receive 33% of the savings generated for a period of 24 months. Seller's costs to capture these savings and/or refunds will be borne by Seller.

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5. EXTENSION: If neither party sends a written non-renewal notice to the other party at least fifteen (15) days prior to the beginning of the last delivery month of the Term, this Agreement automatically extends monthly (each such month referred to herein as an "Extension Month") at: (1) the same price and terms as in this Agreement; or (2) the same terms as in this agreement, except that the monthly price shall be based on the month's PG&E Citygate Monthly Index Price (as published in NGI - www.intelligencepress.com) plus Seller's risk management fee of \$0.055 per therm, whichever is greater, plus Seller's risk management fee of 5.0% on the PG&E Citygate Monthly Index Price (as published in Natural Gas Intelligence, Inc. - www.intelligencepress.com) plus the monthly Stranded Pipeline Capacity Charge (SPCC) published in Table 6 of the Crossborder Energy Study (currently \$0.042/therm from April 1, 2015 until March 31, 2016). Buyer's monthly price paid to Seller does not include Utility's shrinkage allowance. Either party may terminate this Agreement at the end of an Extension Month by providing the other party with notice of such termination at least fifteen days before the end of that Extension Month.

BLEND & EXTEND: On a monthly basis, Buyer may request Seller to provide an additional six (6) or twelve (12) months to existing Agreement. This extension offer will blend the costs of the remaining term of existing Agreement with the costs of the additional months of the extended Agreement.

This offer is valid if initialed, signed and returned via fax or email by May 12th, 2016 by 5pm Pacific Time. Should you have any questions, please call me. Thank you again for your business.

OFFERED BY:	ACCEPTED BY:			
Commercial Energy of Montana Inc.	Sequoia Union High School District			
Date:	Date:			
G.	Authorized Signer			
	Printed Name			

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ATTACHMENT A

Address	City	State	Zip Code	Service ID #	Meter #
ALAMEDA	BELMONT	CA	94002	286594005	54607751
555 MIDDLEFIELD RD	ATHERTON	CA	94062	4541250533	47853872
1968 OLD COUNTY RD	REDWOOD CITY	CA	94063	6084484418	60697984
BROADWAY & BREWSTER	REDWOOD CITY	CA	94063	7501768020	001054A
2022 ALAMEDA DE LAS PULGAS	REDWOOD CITY	CA	94061	7501768055	45231329
3247 MIDDLEFIELD RD	MENLO PARK	CA	94025	7501768060	60817122
1201 BREWSTER AVE	REDWOOD CITY	CA	94062	7825055612	60901099

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	SEQUOIA UNION HIGH SCHOOL DISTRICT										
Electric SAID #	(Current Rate		Best Rate		Savings	M	onthly CE Fee	Current Rate Schedule	Best Rate Schedule	Address
7825055616	\$	9,723.88	\$	8,405.60	\$	1,318.27	\$	36.25	A1 TOU	E19	2757 MELENDY DR, SAN CARLOS
1341249181	\$	28,050.60	\$	24,442.72	\$	3,607.89	\$	99.22	E19	A1 TOU	3247 MIDDLEFIELD RD, REDWOOD CITY
9224523204	\$	36,745.69	\$	33,439.26	\$	3,306.43	\$	90.93	A1	A10 TOU	1090 MILLS WAY, REDWOOD CITY
Total	\$	74,520.17	\$	66,287.58	\$	8,232.60	\$	226.40			

Sequoia Union High School District

GAS PROCUREMENT - SUPPLY

		PG&E Mo Procurem		-	CE Rate					
COMMERCIAL ENERGY	Volume	Previous Year Gas Price	Gas Procurement Costs		urement		Pro	Gas ocurement Costs		
November-15	19,932	\$0.46479	\$	9,264	\$	0.366	\$	7,286		
December-15	60,406	\$0.53632	\$	32,397	\$	0.362	\$	21,894		
January-16	60,731	\$0.48876	\$	29,683	\$	0.383	\$	23,265		
February-16	45,741	\$0.46370	\$	21,210	\$	0.347	\$	15,871		
March-16	38,718	\$0.38045	\$	14,730	\$	0.325	\$	12,583		
April-16	38,718	\$0.33420	\$	12,940	\$	0.325	\$	12,583		
TOTALS:	225,528	\$ 0.476	\$	107,285	\$	0.359	\$	80,899		

SAVINGS \$ 26,385



GAS BUDGET OPTIONS - FY 16/17

Sequoia Union High School District

OPTION ONE: ENERGY SAFE (FIXED) PRICE: \$0.433 Your Monthly Utility Customer Charges Utility Transportation Rates PG&E **Total Cost** Utility Users TOTAL Usage Summer/Winter Gas Supply % **Effective Date** Public Purpose Delivery **Energy Safe Price** MONTHLY BILL Daily Monthly of Total per Therm Tax Program Tier 1 Volume Tier 1 Rate Tier 2 Volume Tier 2 Rate Charge (in therms) 07/01/16 \$0.04371 \$0.47609 \$0.19541 \$0.57602 \$0.433 \$15.04552 \$466.41 8,296 43% 8,372.51 8,296 1.01 \$ \$15.04552 08/01/16 8,705 \$466.41 \$0.04371 8,705 \$0.47609 0 \$0.19541 \$0.57338 \$0.433 43% 1.01 \$ 8,761.55 09/01/16 12,105 \$15.04552 \$451.37 \$0.04371 12,105 \$0.47609 0 \$0.19541 \$0.55709 \$0.433 44% 0.99 \$ 11,987.32 10/01/16 \$15.04552 20,057.46 20,558 \$466.41 \$0.04371 20,558 \$0.47609 \$0.19541 \$0.54249 \$0.433 44% 0.98 \$ \$ 0 11/01/16 19.932 \$15.04552 \$451.37 \$0.04371 19.932 \$0.59567 \$0.24450 \$0.66203 \$0.433 40% 21.829.04 0 1.10 \$ 12/01/16 60,406 \$15.04552 \$466.41 \$0.04371 28,000 \$0.59567 32,406 \$0.24450 \$0.45871 \$0.433 49% 0.89 \$ 53,873.79 \$0.433 01/01/17 60,731 \$15.04552 \$466.41 \$0.04371 28.000 \$0.59567 32,731 \$0.24450 \$0.45780 49% 54,108.23 0.89 \$ \$0.04371 \$0.59567 \$0,24450 \$0.433 43,249,87 02/01/17 45.741 \$15.04552 \$421.27 28.000 17.741 \$0.51239 46% 0.95 \$ 03/01/17 38,718 \$15.04552 \$466.41 \$0.04371 28,000 \$0.59567 10,718 \$0.24450 \$0.55421 \$0.433 44% 0.99 \$ 38,229.17 04/01/17 \$15.04552 \$0.04371 \$0.47609 \$0.19541 \$0.53880 \$0.433 45% 0.97 \$ 23,089.87 23,756 \$451.37 23,756 0 05/01/17 15,915 \$15.04552 \$466.41 \$0.04371 15,915 \$0.47609 0 \$0.19541 \$0.54911 \$0.433 44% 0.98 \$ \$ 15,632.64 \$15.04552 0 - \$ 06/01/17 21,420 \$451.37 \$0.04371 21,420 \$0.47609 \$0.19541 \$0.54087 \$0.433 44% 0.97 \$ 20,863.47 336,284 \$0.433 46% \$ 320,054.94 TOTAL Weighted Average Price: \$ 0.95

OPTION TWO	: COLLARED								_	\$0.350	=FLOOR	\$0.497	=CAP		
	Your Monthly	Utili	Utility Customer Charges			Utility Transp	ortation Rates		PG&E						
Effective Date	Usage			Public Purpose		Summer/Winter				Collared Price	Gas Supply %		Utility Users		TOTAL
	(in therms)	Daily	Monthly	Program	Tier 1 Volume	Tier 1 Rate	Tier 2 Volume	Tier 2 Rate	Charge		of Total	per Therm	Tax	MONTHLY BILL	
07/01/16	8,296	\$15.04552	\$466.41	\$0.04371	8,296	\$0.47609	0	\$0.19541	\$0.57602	\$0.350	38%	\$ 0.93	\$ -	\$	7,682.79
08/01/16	8,705	\$15.04552	\$466.41	\$0.04371	8,705	\$0.47609	0	\$0.19541	\$0.57338	\$0.362	39%	\$ 0.94	\$ -	\$	8,145.76
09/01/16	12,105	\$15.04552	\$451.37	\$0.04371	12,105	\$0.47609	0	\$0.19541	\$0.55709	\$0.368	40%	\$ 0.92	\$ -	\$	11,195.40
10/01/16	20,558	\$15.04552	\$466.41	\$0.04371	20,558	\$0.47609	0	\$0.19541	\$0.54249	\$0.376	41%	\$ 0.92	\$ -	\$	18,885.19
11/01/16	19,932	\$15.04552	\$451.37	\$0.04371	19,932	\$0.59567	0	\$0.24450	\$0.66203	\$0.418	39%	\$ 1.08	\$ -	\$	21,522.85
12/01/16	60,406	\$15.04552	\$466.41	\$0.04371	28,000	\$0.59567	32,406	\$0.24450	\$0.45871	\$0.445	49%	\$ 0.90	\$ -	\$	54,585.35
01/01/17	60,731	\$15.04552	\$466.41	\$0.04371	28,000	\$0.59567	32,731	\$0.24450	\$0.45780	\$0.448	49%	\$ 0.91	\$ -	\$	55,011.64
02/01/17	45,741	\$15.04552	\$421.27	\$0.04371	28,000	\$0.59567	17,741	\$0.24450	\$0.51239	\$0.446	47%	\$ 0.96	\$ -	\$	43,845.33
03/01/17	38,718	\$15.04552	\$466.41	\$0.04371	28,000	\$0.59567	10,718	\$0.24450	\$0.55421	\$0.443	44%	\$ 1.00	\$ -	\$	38,605.34
04/01/17	23,756	\$15.04552	\$451.37	\$0.04371	23,756	\$0.47609	0	\$0.19541	\$0.53880	\$0.422	44%	\$ 0.96	\$ -	\$	22,831.16
05/01/17	15,915	\$15.04552	\$466.41	\$0.04371	15,915	\$0.47609	0	\$0.19541	\$0.54911	\$0.422	43%	\$ 0.97	\$ -	\$	15,453.62
06/01/17	21,420	\$15.04552	\$451.37	\$0.04371	21,420	\$0.47609	0	\$0.19541	\$0.54087	\$0.425	44%	\$ 0.97	\$ -	\$	20,689.42
TOTAL	336.284							Weighted	Average Price:	\$0,428	45%	\$ 0.95		\$ 3	318.453.85

MINIMUM FLOORED COST:
MAXIMUM CAPPED COST:

\$ 292,098.14

\$ 341,577.13

MAXIMUM CAPPED COST:

OPTION THRE	PTION THREE: MARKET - INDEX														
	Your Monthly	Utility Customer Charges				Utility Transp	ortation Rates		PG&E						
Effective Date	Usage			Public Purpose		Summe	er/Winter		Delivery	Market Index	Gas Supply %	Total Cost	Utility Users	TOTAL	
Lileotive Date		Daily	Monthly	Program	Tier 1 Volume	Tier 1 Rate	Tier 2 Volume	Tier 2 Rate	Charge	Price	of Total	per Therm	Tax	MONTHLY BILL	
	(in therms)			·	Tion I Volumo		1101 2 10141110		ŭ						
07/01/16	8,296	\$15.04552	\$466.41	\$0.04371	8,296	\$0.47609	0	\$0.19541	\$0.57602	\$0.343	37%	\$ 0.92	\$ -	\$ 7,621.2	
08/01/16	8,705	\$15.04552	\$466.41	\$0.04371	8,705	\$0.47609	0	\$0.19541	\$0.57338	\$0.362	39%	\$ 0.94	\$ -	\$ 8,145.7	
09/01/16	12,105	\$15.04552	\$451.37	\$0.04371	12,105	\$0.47609	0	\$0.19541	\$0.55709	\$0.368	40%	\$ 0.92	\$ -	\$ 11,195.4	
10/01/16	20,558	\$15.04552	\$466.41	\$0.04371	20,558	\$0.47609	0	\$0.19541	\$0.54249	\$0.376	41%	\$ 0.92	\$ -	\$ 18,885.1	
11/01/16	19,932	\$15.04552	\$451.37	\$0.04371	19,932	\$0.59567	0	\$0.24450	\$0.66203	\$0.418	39%	\$ 1.08	\$ -	\$ 21,522.8	
12/01/16	60,406	\$15.04552	\$466.41	\$0.04371	28,000	\$0.59567	32,406	\$0.24450	\$0.45871	\$0.445	49%	\$ 0.90	\$ -	\$ 54,585.3	
01/01/17	60,731	\$15.04552	\$466.41	\$0.04371	28,000	\$0.59567	32,731	\$0.24450	\$0.45780	\$0.448	49%	\$ 0.91	\$ -	\$ 55,011.6	
02/01/17	45,741	\$15.04552	\$421.27	\$0.04371	28,000	\$0.59567	17,741	\$0.24450	\$0.51239	\$0.446	47%	\$ 0.96	\$ -	\$ 43,845.3	
03/01/17	38,718	\$15.04552	\$466.41	\$0.04371	28,000	\$0.59567	10,718	\$0.24450	\$0.55421	\$0.443	44%	\$ 1.00	\$ -	\$ 38,605.3	
04/01/17	23,756	\$15.04552	\$451.37	\$0.04371	23,756	\$0.47609	0	\$0.19541	\$0.53880	\$0.422	44%	\$ 0.96	\$ -	\$ 22,831.1	
05/01/17	15,915	\$15.04552	\$466.41	\$0.04371	15,915	\$0.47609	0	\$0.19541	\$0.54911	\$0.422	43%	\$ 0.97	\$ -	\$ 15,453.6	
06/01/17	21,420	\$15.04552	\$451.37	\$0.04371	21,420	\$0.47609	0	\$0.19541	\$0.54087	\$0.425	44%	\$ 0.97	\$ -	\$ 20,689.4	
TOTAL	336,284							Weighted	Average Price:	\$0.428	45%	\$ 0.95		\$ 318,392.26	



GAS PRICE FOR FY 14-15

Sequoia Union High School District

	Your Monthly	Utilit	Utility Customer Charges			Utility Transp	ortation Rates		PG&E						
Effective Date	Usage			Public Purpose	Summer/Winter				Delivery	Gas Price	Gas Supply		Utility Users		TOTAL
	(in therms)	Daily	Monthly	Program	Tier 1 Volume	Tier 1 Rate	Tier 2 Volume	Tier 2 Rate	Charge		% of Total	per Therm	Тах	MONTHLY BILL	
07/01/15	8,296	\$15.04552	\$466.41	\$0.04472	8,296	\$0.43670	0	\$0.17598	\$0.53764	\$0.600	53%	\$ 1.14	\$ -	\$	9,440.66
08/01/15	8,705	\$15.04552	\$466.41	\$0.04472	8,705	\$0.43670	0	\$0.17598	\$0.53500	\$0.563	51%	\$ 1.10	\$ -	\$	9,558.27
09/01/15	12,105	\$15.04552	\$451.37	\$0.04472	12,105	\$0.43670	0	\$0.17598	\$0.51871	\$0.605	54%	\$ 1.12	\$ -	\$	13,597.20
10/01/15	20,558	\$15.04552	\$466.41	\$0.04472	20,558	\$0.43670	0	\$0.17598	\$0.50411	\$0.521	51%	\$ 1.02	\$ -	\$	21,068.46
11/01/15	19,932	\$15.04552	\$451.37	\$0.04472	19,932	\$0.54442	0	\$0.21938	\$0.61179	\$0.465	43%	\$ 1.08	\$ -	\$	21,458.26
12/01/15	60,406	\$15.04552	\$466.41	\$0.04472	28,000	\$0.54442	32,406	\$0.21938	\$0.42249	\$0.536	56%	\$ 0.96	\$ -	\$	57,917.88
01/01/16	60,731	\$15.04552	\$466.41	\$0.04371	28,000	\$0.59567	32,731	\$0.24450	\$0.45780	\$0.489	52%	\$ 0.95	\$ -	\$	57,485.52
02/01/16	45,741	\$15.04552	\$436.32	\$0.04371	28,000	\$0.59567	17,741	\$0.24450	\$0.51271	\$0.464	47%	\$ 0.98	\$ -	\$	44,662.20
03/01/16	38,718	\$15.04552	\$466.41	\$0.04371	28,000	\$0.59567	10,718	\$0.24450	\$0.55421	\$0.380	41%	\$ 0.93	\$ -	\$	36,188.35
04/01/16	23,756	\$15.04552	\$451.37	\$0.04371	23,756	\$0.47609	0	\$0.19541	\$0.53880	\$0.334	38%	\$ 0.87	\$ -	\$	20,739.14
05/01/16	15,915	\$15.04552	\$466.41	\$0.04371	15,915	\$0.47609	0	\$0.19541	\$0.54911	\$0.286	34%	\$ 0.84	\$ -	\$	13,298.35
06/01/16	21,420	\$15.04552	\$451.37	\$0.04371	21,420	\$0.47609	0	\$0.19541	\$0.54087	\$0.385	42%	\$ 0.93	\$ -	\$	19,828.63
TOTAL	336,284							Weighted	Average Price:	\$0.464	48%	\$ 0.97		\$ 3	25,242.92



GAS PRICE FOR FY 15-16

Sequoia Union High School District

	Your Monthly	Utility Customer Charges				Utility Transportation Rates									
Effective Date	Usage			Public Purpose		Summer/Winter				Gas Price	Gas Supply		Utility Users	TOTAL	
Zirodive Bute	(in therms)	Daily	Monthly	Program	Tier 1 Volume	Tier 1 Rate	Tier 2 Volume	Tier 2 Rate	Delivery Charge		% of Total	per Therm	Тах	MONTHLY BILL	
07/01/15	8,296	\$15.04552	\$466.41	\$0.04472	8,296	\$0.43670	0	\$0.17598	\$0.53764	\$0.308	36%	\$ 0.85	\$ -	\$ 7,018.46	
08/01/15	8,705	\$15.04552	\$466.41	\$0.04472	8,705	\$0.43670	0	\$0.17598	\$0.53500	\$0.388	42%	\$ 0.92	\$ -	\$ 8,030.25	
09/01/15	12,105	\$15.04552	\$451.37	\$0.04472	12,105	\$0.43670	0	\$0.17598	\$0.51871	\$0.311	37%	\$ 0.83	\$ -	\$ 10,040.12	
10/01/15	20,558	\$15.04552	\$466.41	\$0.04472	20,558	\$0.43670	0	\$0.17598	\$0.50411	\$0.311	38%	\$ 0.82	\$ -	\$ 16,755.75	
11/01/15	19,932	\$15.04552	\$451.37	\$0.04472	19,932	\$0.54442	0	\$0.21938	\$0.61179	\$0.366	37%	\$ 0.98	\$ -	\$ 19,480.09	
12/01/15	60,406	\$15.04552	\$466.41	\$0.04472	28,000	\$0.54442	32,406	\$0.21938	\$0.42249	\$0.362	46%	\$ 0.78	\$ -	\$ 47,414.79	
01/01/16	60,731	\$15.04552	\$466.41	\$0.04371	28,000	\$0.59567	32,731	\$0.24450	\$0.45780	\$0.383	46%	\$ 0.84	\$ -	\$ 51,067.77	
02/01/16	45,741	\$15.04552	\$436.32	\$0.04371	28,000	\$0.59567	17,741	\$0.24450	\$0.51271	\$0.347	40%	\$ 0.86	\$ -	\$ 39,322.76	
03/01/16	38,718	\$15.04552	\$466.41	\$0.04371	28,000	\$0.59567	10,718	\$0.24450	\$0.55421	\$0.325	37%	\$ 0.88	\$ -	\$ 34,041.44	
04/01/16	23,756	\$15.04552	\$451.37	\$0.04371	23,756	\$0.47609	0	\$0.19541	\$0.53880	\$0.325	38%	\$ 0.86	\$ -	\$ 20,520.59	
05/01/16	15,915	\$15.04552	\$466.41	\$0.04371	15,915	\$0.47609	0	\$0.19541	\$0.54911	\$0.325	37%	\$ 0.87	\$ -	\$ 13,911.40	
06/01/16	21,420	\$15.04552	\$451.37	\$0.04371	21,420	\$0.47609	0	\$0.19541	\$0.54087	\$0.325	38%	\$ 0.87	\$ -	\$ 18,546.86	
TOTAL	336,284							Weighted	Average Price:	\$0.347	41%	\$ 0.85		\$ 286,150.27	

SEQUOIA UNION HIGH SCHOL DISTRICT MEASURE A CITIZENS' BOND OVERSIGHT COMMITTEE REPORT TO COMMUNITY

Contact Person: Matthew Zito, Chief Facilities Officer

The Citizens' Bond Oversight Committee has issued its first report for calendar year 2015 on the \$265,000,000 Measure A bond approved by the voters on June 3, 2014. Members of the Citizens' Bond Oversight Committee are pleased to report to the community the bond funds are being spent in accordance with the bond language approved by voters. Complete financial information is available on the District website www.seq.org/construction.

Sequoia Union High School District contracted with Chavan and Associates to perform the required Proposition 39/Measure A audit report. The audit covered fiscal year ending June 30, 2015 which was reviewed by the Citizens' Bond Oversight Committee on December 15, 2015. The audit examined internal control over financial reporting, compliance and other matters to include verifying that the bond proceeds were deposited in the District's name and invested in accordance with applicable legal requirements; tested payments made to the architectural services; and tested approximately 82% of the 2014-15 expenditures to ensure they were valid, allowable and accurate. The audit determined that the District complied, in all material respects, with the compliance requirements that could have a direct and material effect on the Proposition 39/Measure A bond program for the fiscal year ending, June 30, 2015.

Construction and renovations projects currently underway are:

- -Carlmont New Classroom Building (10 classrooms)
- -Menlo-Atherton New Classroom Building (21 classrooms)
- -Sequoia New Classroom Building (10 classrooms)
- -Sequoia New Culinary Arts and Multi-Use classroom
- -East Palo Alto Academy, New Gymnasium
- -Woodside New Classroom Building (10 classrooms)

Construction and renovation projects planned are:

- -Carlmont Weight Room Addition, Kitchen and MPR upgrades, and New Modular Building
- -Menlo-Atherton New STEM Classrooms, and Guidance Office Renovation
- -Sequoia Electrical and HVAC Upgrades, Music Building Renovation, and Practice Field Renovation
- -Redwood New Classroom Building and gymnasium /Culinary Arts Classroom/Student Union
- -New Small High School at 150 Jefferson Drive, Menlo-Park (15 classrooms)
- -Woodside Entry Upgrades, and Track/Bleacher Improvements

The \$265M is being issued in conformance with the district's timeline for construction projects. The first bond proceeds were received October 22, 2014. The District plans to sell a second series of bond in 2017; the amount is yet to be determined. The remaining bond authority is \$153,000,000.

John Violet, Chair of the Citizens' Bond Oversight Committee will present a report to the Sequoia Union High School District's, Board of Trustees on May 11, 2016 regarding the committee's proceeding and activities from December 2014 through December 2015. That report is available at www.seq.org/construction

MEASURE A CITIZENS' BOND OVERSIGHT COMMITTEE

John Violet, Chairperson
Janet Hart, Vice Chairperson
Kim Steinjann, Secretary
Jerry Carlson
Ernesto Jasso
Diane Peterson
Susie Peyton

STATEMENT OF COMPLIANCE

This Annual Report is submitted to the Board of Trustees by the Measure "A" Citizens' Bond Oversight Committee.

The Committee advices that, to the best of its knowledge based on available information provided by the District, the Sequoia Union High School District is in compliance with the requirement of Article XIIIA, Section 1(b) (3) of the California Constitution. In particular, bond revenue has been expended only for the purposes so described in Measure A.

Respectfully submitted:

John Violet, Chairperson

Measure "A" Citizens' Bond Oversight Committee

SEQUOIA UNION HIGH SCHOOL DISTRICT

DATE: April 15, 2016

TO: Dr. James Lianides, Superintendent

FROM: Matthew Zito, Chief Facilities Officer

SUBJECT: Measure A Citizens' Oversight Committee Presentation

Report for May 11, 2016 Meeting of the Board of Trustees

INFORMATION:

The Board of Trustees will be presented information regarding the activities of the Measure A bond Citizens' Oversight Committee by Committee Chair, John Violet.

On June 3, 2014, 64.3% of voters in the District voted "yes" on Measure A, well above the 55% threshold needed for the measure to pass. Measure A authorized the District to issue \$265 million of its general obligation bonds. The proceeds of the Measure A bonds have been and will be used to construct, renovate and acquire District facilities and equipment, including technology. At the time of the election, the District estimated that the tax rate required to pay the bonds would be approximately \$15.90 per \$100,000 of assessed value. All bonds issued pursuant to Measure A are anticipated to mature in less than 40 years from the date they are issued.

The bond election was conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000. Pursuant to section 15278 of the Education Code, the District is obligated to establish an Oversight Committee to satisfy the accountability requirements of Proposition 39. The Board of Trustees of the District, (the "Board") acting as the legislative body of the School District, established the Citizens' Bond Oversight Committee (the "Committee"), which has the duties and rights set forth in the Citizens' Bond Oversight Committee Bylaws. The Committee does not have legal capacity independent from the District.

The purposes of the Committee are set forth in Proposition 39. The Bylaws are specifically made subject to the applicable provisions for Proposition 39 as to the duties and rights of the Committee. The committee is subject to the Ralph M. Brown Public Meetings Act of the State of California and conducts its meetings in accordance with the provisions thereof. The District provides necessary administrative support, at District expense, to the Committee as consistent with the Committee's purposes as set forth in Proposition 39.

To carry out its stated purposes, the Committee performs the following duties:

 Inform the Public: The Committee informs the Public concerning the District's expenditures of bond proceeds

- Review Expenditures: The Committee reviews expenditure reports produced by the District to ensure that bond proceeds are expended only for the purposes set forth in the ballot measure.
- Annual Report: The Committee presents to the board, in public session, an annual written report, which shall include the following:
 - A statement indicating whether the District is in compliance with the requirements of Article XIIIA, Section 1(b)(3) of the California Constitution; and
 - o A summary of the Committee's proceedings and activities for the preceding year.

Attached to this Board Report is the Annual Report of the Measure A Citizens' Oversight Committee. The Annual Report includes the compliance statement and a brief outline showing the activities of the Committee from December 2015 through December 2016.

Strategic Plan Implementation

Improve communication with the community about all that is represented in the Strategic Plan's implementation.

Academics:

- 1. Academic Achievement (Evaluative Indicators: graduation rates; SBAC and common assessment data; subgroup enrollment and completion data for AP/IB; and UC A-G completion rates for subgroups)
 - a. Annually increase the percentage of all seniors and unduplicated target group seniors who complete graduation requirements and, correspondingly, decrease the dropout rate. (LCAP 7; Dashboard 7; LEA 5)
 - i. Provide access to summer school classes for rising freshmen whose need of support classes prevented full access to the core curriculum necessary for graduation.
 - ii. Provide ELA and math support classes for 9th and 10th graders performing two or more years below grade level; insure that ELA support addressed language development needs of EL learners.
 - iii. Provide credit recovery during and after the school day for all 9th-12th student in need of making up credits and/or raising grades to meet A-G requirements.
 - iv. Provide matching funding for BUILD sections at Sequoia, M-A and Woodside.

v. Maintain an accurate and ongoing database that maintains services for protocols for foster youth in the District.

- vi. Complete the redesign of Redwood Continuation High School that is built around a program of credit recovery, electives, career awareness and training supported by outside agencies and adult school, and wrap-around, socio-emotional support.
 - vii. Continue to support and monitor co-teaching as a strategy to increase academic achievement and graduation rates of students with learning differences.
 - viii. Maintain staffing a program support for the Independent Study Program at levels adequate to meet the overall need of students in the District.
- ix. Maintain and annually evaluate the safety net system throughout the District to support our unduplicated target group students.
- x. Strengthen relationships coordination and data sharing with non-profit partner organizations that provide academic and social-emotional support for students in their pursuit to graduate from high school and college and career.
- xi. As a replacement for CAHSEE sections, implement a new course for juniors still reading below the fifth grade reading level. The course would be called Literacy Support and would offer direct support for student's English III and US History classes.
- xii. Develop a plan and provide training on ELD standards and ELA/ELD Frameworks to all ELD and targeted ELA teachers (11th grade).
- xiii. Continue to build a cannon of curriculum and course offerings that are appealing to students from a wide variety of backgrounds.
- b. Annually increase the percentage of all students and unduplicated target group students who graduate UC A-G eligible, as well as annually increasing the percentage of all students and unduplicated target group students who take an AP/IB class before graduation. (LCAP 4 and 6; Dashboard 3 and 4)
 - Continue to support AVID sections at the schools at current levels.
 Provide ongoing monitoring and support for the District AVID, resulting in all students completing four years of the program.
 - ii. Continue to support and facilitate the success of the BUILD program to maintain its relationship with BUILD students throughout high school and beyond.

iii. Strengthen relationships with non-profit partner organizations that provide academic and social-emotional support for students in their pursuit of UC A-G.

- iv. Provide after school tutorial help.
- v. Continue to provide necessary data and support to Guidance Counselors that identifies students on the cusp of meeting UC A-G requirements and where additional support and mediation is necessary in order to have them graduate having met the A-G requirement.
- vi. Review the impact of the Tri-District Ravenswood, Redwood City and Sequoia Union High School District Project Manager in its goal to increase articulation and create a K-12 academic success model leading to increased graduation and UC A-G rates.
- vii. Continue to provide summer math support and acceleration for underrepresented students' success in AP/IB math.
- viii. Continue to provide resources and support for sites to identify and place qualified underrepresented students in AP/IB courses.
- ix. Grow the number of articulated courses with colleges whose classes count as honors level for high school students.

2. Common Core (Evaluative Indicators: SBAC student data; common assessment data; and subgroup data from SBAC and common assessments)

- a. Implement Common Core curriculum at all levels and across all subject areas (LCAP 2)
 - i. Continue to provide each comprehensive high school with release periods for on-site lead teachers to coordinate the implementation of Common Core in core subject areas.
 - ii. Adopt a Common Core Algebra II textbook for implementation in 2016-17 and continuing to support the implementation of Alg.
 - iii. Continue to support the implementation of the District's Common Core English units.
 - iv. Develop NGSS Common Core science units.
 - v. Continue to develop District Common Core social studies literacy units.
 - vi. Integrate ELD standards into CC English units.
 - vii. Integrate Common Core Literacy Standards across subject areas and grade levels.

viii. Review the implementation and effectiveness of Common Core. Is the implementation faithful to the promise of Common Core and is it making a difference?

- b. Utilize instructional strategies that provide Common Core access to all students (LCAP 2)
 - i. In 2015-16, complete Direct Interactive Instruction training of all current staff.
 - ii. Continue to train new staff on Direct Interactive Instruction to make Common Core more accessible.
 - iii. Continue to implement the subject area Cohort Model in which teams of teachers observe each other to grow instruction and implement Common Core effectively.
- c. Optimize technology to support the implementation of Common Core Standards (LCAP 2)
 - i. Continue to provide support to teachers in utilizing technology to make Common Core more accessible in their instructional programs.

3. Informed Decision Making

- a. Align to the greatest extent possible the LCAP, Dashboard, LEA, and Site ESLRS, Critical Academic Needs and Goals with the District Strategic Plan.
- b. Ensure that District programmatic and instructional decisions are data driven by engaging in annual, systematic review of programs and strategies to evaluate effectiveness and make revisions where data reveals they are needed.
- c. Align budget decisions with results of systematic program review and needs assessment.
- d. Maintain long term District budget stability through informed, evaluative decisions regarding the utilization of resources.
- e. Align District budget planning with Strategic Plangoals.

4. Staff (Evaluative Indicators: staff retention rates and exit interview data)

a. Hire and retain highly qualified staff, while seeking to recruit teachers who represent demographically the communities we serve (LCAP 1, LEA 3)

- i. Offer high quality PD and one-on-one support (TIPS program, PAR program, instructional coaching).
- Implement the creation of a pathway to credential college graduates who work in our school system but need a teaching credential to join certificated ranks.
- iii. Investigate means to retain teachers in a high cost housing market.
- b. Provide ongoing support, training and professional development for staff (LCAP 1, LEA 3)
 - i. Offer pathways to teacher leadership and growth (PD academy, facilitation PD, opportunities to lead PD, differentiated PD for those with experience).
 - ii. Seek out qualified teachers by attending job fairs and building relationships with universities.
 - iii. Maintain the District's new teacher induction program (TIPS) with Ravenswood School District's program to continue work to streamline and standardized student's K-12 academic experience.
 - iv. Maintain the District Office's Instructional coaches and add additional coaching support for Sped.
 - v. Provide ongoing staff development opportunities for District administrators, including mentorships for those newer to the profession.
 - vi. Provide ongoing staff development opportunities for District classified staff.

5. Articulation (Evaluative Indicators: calendar of events and participants, technology for data sharing, and curriculum products from articulation)

- a. Collaborate with partner K-8 districts, with a focus on Redwood City and Ravenswood, to develop an aligned curricular, instructional and support k-12 system.
 - Maintain a Tri-District Ravenswood, Redwood City and Sequoia Union High School District Project Director to coordinate instructional articulation efforts between school districts.
 - ii. Continue to provide staff development release time to allow for articulation between high school and partner districts around Common Core implementation.
 - iii. Share curriculum and common assessment preparation tools so that Redwood City and Ravenswood to develop a K-12 scope and sequence.
 - iv. Share ninth grade data with partner districts to better inform K-12 initiatives.

v. Continue to offer instructional rounds to learn more about each other's classrooms, context and Common Core curriculum implementation.

- vi. Continue to support the District's new teacher induction program (TIPS) partnership with Ravenswood School District.
- vii. Establish EL/RFEP articulation meetings with Redwood City and Ravenswoods School Districts.
- viii. Hold annual joint Board Meetings with Ravenswood and Redwood City School Districts.

Passion for Learning:

- 1. Affective Domain (Evaluative Indicators: suspension and expulsion rates; dropout rates; attendance rates; and completion of graduation requirements for students in specific programs)
 - a. Support staff collaboration and training around making subject matter exciting for students
 - i. Dedicate professional development time to teachers sharing best practices.
 - ii. Create student panels of what makes subject matter meaningful
 - iii. Provide further training on strategies to engage LTEL students
 - iv. Provide further training on how Common Core can be used to help facilitate a passion for learning.
 - b. With the goal of increasing academic engagement, work to improve student attendance, motivation, adult/student relationships and connections with post-secondary opportunities
 - i. Across the District, in every class, follow the DII practice of letting students know what the objective for the class is, how the instructor will know if the objective was achieved, and why the day's objective matters in "real life".
 - ii. Continue to train staff on and support the implementation of culturally relevant material and norms that make students feel welcome and "known".
 - iii. Encourage staff to give student choice as much as possible possible.
 - iv. Train staff on how to ask for and implement student feedback.
 - v. Explore alternative grading systems
 - vi. Continue to train parents on School Loop so they can access student attendance and academic progress.

c. Continue to support programs and activities that result in reducing the number of incidences that require disciplinary action

- Continue the work with Aspiration Advocates and Team Ascent to identify students at risk for low attendance and intervene early on and to expand support into future grade levels.
- ii. Continue to provide COMPASS for academically and behaviorally at-risk incoming freshmen.
- iii. Continue to train teachers and administrators on preventative and positive behavioral interventions.

2. Positive School Climate:

- a. Support and develop programs and activities that promote a nurturing, safe environment
 - i. Increase targeted parent education programs and school wide student education around stress reduction, drug intervention and prevention.
 - ii. Continue to provide conflict resolution services to provide opportunities to minimize student to student conflicts.
 - iii.Continue to support Quaglia at Woodside and in the Aspiration Advocates program districtwide.
 - iv. Work with community partners, including SamTrans, to develop alternative transportation options for students.
- b. Promote participation of all students and unduplicated target groups in extracurricular activities
 - i. Continue to provide stipends, transportation and facilities for a multitude of extracurricular sports teams, VPA and clubs.
 - ii. Have Parent Education Coordinator work with parent organizations of partner schools to target incoming freshmen, educating their parents about the value of student involvement in extracurricular activities and how their students can get involved.

Support:

Ensure that all students know how to access mental, physical and academic supports.

1. Mental Health Support

a. Ensure an adequate safety net of mental health supports across the District.

i. Provide adequate, quality mild-moderate mental health support at all sites, and provide for crisis intervention when needed.

2. Physical Health Support

- a. Promote the physical well being of students.
 - i. Continue to support the Wellness Center.
 - ii. Maintain role and work of the District Wellness Committee.
 - iii. Continue to provide Teen Talk.

3. Academic Support (Evaluative Indicators: graduation rates; SBAC and common assessment data; subgroup enrollment and completion data for AP/IB; and UC A-G completion rates for subgroups)

- a. Continue to maintain, evaluate and strengthen the 9th Grade Aspiration Advocates, making adjustments where warranted, and seek out means to extend the program into 10th grade and beyond for the most at-risk student in our schools.
- b. Continue to maintain, evaluate and strengthen the summer Compass and Team Ascent transition programs as an intervention for incoming Aspiration Advocate students and other targeted student groups.
- c. Provide for alternative support programs at Redwood, such as Adult School, Job Train and other non-profits to guide students to increase graduation rates and build meaningful post secondary opportunities.
- d. Provide for support classes, summer school opportunities, credit recovery, after school tutoring to promote academic achievement of targeted students.
- e. Increase communication and collaboration with partner districts around homework expectations that scaffold to high school expectations and beyond.
- f. Increase communication and partnership with nonprofits that support District students.
 - i. Continue to align the services of nonprofits with District goals.
- g. Increase communication, articulation and partnership with community colleges.
 - i. Maintain Middle College.
 - ii. Build the partnership between community colleges and the Menlo Park small school.

h. Build relationships with business partners, keeping them informed of District achievements and seeking their counsel to prepare students to meet industry needs

i. Continue monthly parent newsletters and extend this outreach to other community stakeholders.

ii. Continue to include business partners in the development of the Menlo Park small school.

- iii. Continue to utilize business partners as Academy mentors.
- iv. Work with current business partners and the San Mateo County Office of Education to grow current network.
- i. Align the Adult School to better coordinate with sites to promote higher graduation rates.
 - Continue an Adult School presence at Redwood and strengthen connections between District Schools and the Adult School campus on Middlefield.
 - ii. Move Adult School on to an information compatible with Infinite Campus.
 - iii. Support the implementation of AB 86 legislation and funding for the Adult School's articulation with community colleges.
- j. Implement instructional strategies and support programs to increase the redesignation rate of EL learners (LCAP4)
 - Examine current instructional practices for EL students and recommend improvements to leading to increased graduation rates and great redesignation of students to RFEP status.
 - ii. Develop a plan and provide training on ELD standards and ELA/ELD Frameworks to all ELD and ELA teachers (11th grade).
 - iii. Integrate ELD standards into CC English Units.
 - iv. Continue to grow relationship with the County to bring in resources for supporting migrant students.
 - h.Increase participation in parent educational activities designed to promote the wellbeing of students, college readiness and the utilization of tools to support student success (LCAP3)
 - i. Promote and increase school/District and community connectedness by provide quality site and district-wide parent engagement and education opportunities
 - ii. Align the efforts of current district parent groups/programs such as PTA, District Bilingual Coordinator, ELAC, and Parent Education Series into a District-wide Parent Engagement and Education newsletter Calendar of Events to increase outreach to harder to reach parent groups. iii. Continue to provide and improve monthly information to parents around curriculum, education and extra-curricula opportunities.

4. Alternative Programs

a. Provide for high quality, alternative academic programs such as Independent Study and Middle College to meet the unique learning needs of interested students.

- b. Develop the Menlo Park Small School based on a technology and engineering theme, business partnerships and collaboration with the community college.
- c. Design and implement the new Redwood program with full day instruction, electives, career awareness, participation of outside agencies and rap around social-emotional services to meet the unique learning needs and challenges of its students.
- d. Provide CTE programs at the sites that sequence high school pathways with clear post-secondary job and educational opportunities.

5. Facilities

- a. Provide for state of the art facilities designed for implementation of the latest instructional strategies, while meeting the housing needs of a changing student population.
 - i. Ensure adequate housing and state of the art facilities at all schools, designed to meet the 21st Century learning needs of students.
 - ii. Ensure schools have sufficient specialty classrooms for unique programs currently offered and to be offered in the future.
 - iii. Ensure that facilities are well equipped with open-ended technology infrastructure to enhance classroom instruction and productivity of staff.
 - iv. Continue to follow longer term student enrollment projections in facilities development.
 - v. Explore the possibility of housing opportunities for staff in order to strengthen recruitment and retention of a talented teaching staff.

RECOMMENDED FACILITY USE FEE SCHEDULE Effective July 1, 2016

		CURREI	NT FE	ES		PROPOS	SED FEES		
	N	lon-Profit		Profit	ı	Non-Profit		Profit	
	Reg	gular School	Re	gular School	Re	gular School	Re	egular School	
	Ope	rating Hours	Op	erating Hours	Ope	erating Hours	Op	erating Hours	
CLASSROOM									
Per hour	\$	15.00	\$	30.00	\$	18.00	\$	36.00	
Per Day (8 hours)	\$	120.00	\$	240.00	\$	144.00	\$	288.00	
Per Week (5 days)	\$	600.00	\$	1,200.00	\$	720.00	\$	1,440.00	
MULTI-USE ROOMS/CAFETERIA									
Per hour	\$	50.00	\$	100.00					
Without Kitchen					\$	60.00	\$	120.00	
With Kitchen ^(*)					\$	83.00	\$	166.00	
Per Day (8 hours)	\$	250.00	\$	500.00					
Without Kitchen					\$	300.00	\$	600.00	
With Kitchen ^(*)					\$	415.00	\$	830.00	
(*) Food Service worker required					,	12000	,		
Weekday					\$	40.00	\$	40.00	
Weekend					\$	45.00	\$	45.00	
GYMNASIUM					7	43.00	7	43.00	
Per hour	\$	80.00	\$	104.00					
Small Gym	۲	80.00	7	104.00	\$	88.00	\$	114.00	
Large Gym					\$	112.00	\$	148.00	
Per Day (8 hours)	\$	500.00	\$	1,347.84	7	112.00	7	140.00	
Small Gym	۲	300.00	7	1,547.04	\$	550.00	\$	1,483.00	
Large Gym					\$	700.00	\$	1,925.00	
Per Week (5 days)	\$	2,500.00	\$	6,739.20	7	700.00	Y	1,525.00	
Small Gym	۲	2,300.00	۲	0,733.20	\$	2,750.00	\$	7,413.00	
Large Gym					\$	3,500.00	\$	9,625.00	
PERFORMING ARTS CENTER					7	3,300.00	7	3,023.00	
Mon - Thu	\$	900.00	\$	900.00	\$	990.00	\$	990.00	
Fri - Sun	\$	1,500.00	\$	1,500.00		1,650.00	\$	1,650.00	
4 hours Mon - Thu	\$	500.00	\$	500.00	\$	550.00	\$	550.00	
4 hours Fri - Sun	\$	850.00	\$	850.00	\$	935.00	\$	935.00	
1 5	–	000.00	_	333.33	*	555.55	*		
+ equipment charges									
LOCKER ROOM (Included in pool rental)									
(0-2 hour)	\$	33.00	\$	42.90	\$	40.00	\$	51.00	
Attendant per Hour Entire Duration	\$	32.00	\$	32.00	\$	38.00	\$	38.00	
SWIMMING POOL					Ċ				
Per hour	\$	100.00	\$	125.00	\$	110.00	\$	138.00	
Per Day (10 hour max)	\$	700.00	\$	850.00	\$	770.00	\$	935.00	
Half Pool	\$	400.00	\$	400.00	\$	440.00	\$	440.00	
Lane (minimum 2)	\$	40.00	\$	40.00	\$	44.00	\$	44.00	
,			'						
SWIMMING POOL RENTAL - MONTHLY									
July-Sept.					\$6	525.00/day	\$	745.00/day	
Oct-Mar.						310.00/day		975.00/day	
AprJun.					_	595.00/day		835.00/day	
FIELD LIGHTS						. ,			
Per Hour	\$	50.00	\$	100.00	\$	60.00	\$	120.00	
Flat Fee	\$	200.00	\$	400.00	\$	240.00	\$	480.00	
ARTIFICIAL TURF FOOTBALL/SOCCER									
Per Hour	\$	60.00	\$	100.00	\$	66.00	\$	110.00	
TURF FOOTBALL/SOCCER									
Per Hour	\$	40.00	\$	80.00	\$	44.00	\$	88.00	
Per Day (8 hours)	\$	250.00	\$	500.00	\$	275.00	\$	550.00	
	<u> </u>	_55.00	Υ	300.00	~	_, 5.00	~	333.00	

RECOMMENDED FACILITY USE FEE SCHEDULE Effective July 1, 2016

		CURREI	NT F	EES		PROPOS	ED F	EES
	ı	Ion-Profit		Profit	1	Non-Profit		Profit
	Re	gular School	R	egular School	Re	gular School	Re	gular School
	Ope	rating Hours	Op	erating Hours	Operating Hou		Ope	erating Hours
BASEBALL FIELD								
Per hour	\$	50.00	\$	75.00	\$	55.00	\$	83.00
Per Day (8 hours)	\$	300.00	\$	450.00	\$	330.00	\$	495.00
SOFTBALL FIELD								
Per hour	\$	25.00	\$	50.00	\$	28.00	\$	55.00
Per Day (8 hours)	\$	150.00	\$	300.00	\$	165.00	\$	330.00
TENNIS COURTS								
Per Court Per Hour	\$	10.00	\$	30.00	\$	12.00	\$	36.00
TENNIS, BASKETBALL, ATHLETIC FIELDS								
DANCE STUDIO								
Per Hour	\$	25.00	\$	50.00	\$	30.00	\$	60.00
Per Day (8 hours)	\$	100.00	\$	200.00	\$	120.00	\$	240.00
KITCHEN								
Per Hour	\$	45.00	\$	55.00	\$	54.00	\$	66.00
Computer Lab								
Per Hour	\$	40.00	\$	40.00	N	OT FOR RENT	N	OT FOR RENT
CUSTODIAL CHARGES								
Per Hour Weekdays	\$	40.00	\$	40.00	\$	48.00	\$	48.00
Per Hour Weekends	\$	55.00	\$	55.00	\$	66.00	\$	66.00
Per Hour Holidays	\$	75.00	\$	75.00	\$	90.00	\$	90.00
TABLES AND CHAIRS								
Tables	\$	3.00	\$	3.00	\$	4.00	\$	4.00
Chairs	\$	1.00	\$	1.00	\$	1.00	\$	1.00