

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California 94062

TO: Board of Trustees DATE: March 4, 2015

FROM: James Lianides, Superintendent SUBJECT: Personnel Recommendations for March 4, 2015 Board Meeting

Employment – Certificated

NONE

Notice of Termination-Certificated

Church	Scott	W	Teacher – Education Specialist	Resignation	1.0 fte	06/05/15
Robinson	Kristen	C	Teacher – Mathematics	Resignation	1.0 fte	06/05/15
Swedsen	John	S	Teacher - Education Specialist	Resignation	1.0 fte	06/05/15
Tannous	Kathleen	D	Teacher – Education Specialist	Resignation	1.0 fte	06/05/15

Employment – Sequoia Adult Certificated

NONE

Notice of Terminations – Sequoia Adult Certificated

NONE

Approved Requests for Leave of Absence for the 2014-15 School Year

NONE

Request to Rescind Leave of Absence for the 2014-15 School Year

Ortez-Galan	Glenda	E	Guidance Counselor	.2 fte	02/9/15 – 06/02/15
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David Reilly, Assistant Superintendent

SEQUOIA UNION HIGH SCHOOL DISTRICT
Redwood City, California 94062

TO: Board of Trustees

DATE: March 4, 2015

FROM: James Lianides,
Superintendent

SUBJECT: Personnel Recommendations
for March 4, 2015
Board Meeting

Employment – Classified

Barajas Hernandez	Jaime	A	IA II/Bil	Temp	1.0 fte	02/23/15
Contreras Quevado	Jonathan	S	Student Worker	Student	0.5 fte	02/19/15
Duenas	Laura	M	Community Liaison/Bil	Temp	1.0 fte	02/23/15
Gildo	Sergio	W	Inclusion/SCIA	Temp	1.0 fte	02/24/15
Guizar Avila	Cristal	S	Student Worker	Student	0.5 fte	02/19/15
Kasun	Joan	W	Inclusion/SCIA	Temp	1.0 fte	02/25/15
Mendoza	Luis	M	Custodian – On-Call	Temp	1.0 fte	02/24/15
Pestrong	Shanon	M	School Secretary	Temp	1.0 fte	02/23/15
Raney	Roslyn	W	Lay Reader	Temp	0.5 fte	02/06/15
Record	Justine	C	Inclusion/SCIA	Temp	1.0 fte	02/23/15
Rosales Canales	Antonio	D	Student Worker	Student	0.5 fte	02/20/15

Notice of Terminations

Rocha Arceo	Jessica	R	IA I / Bil – Temp	Termination	1.0 fte	02/27/15
Swanson	Terry	C	Custodian / Lead	Resignation	1.0 fte	02/27/15

Employment – Adult School

NONE

David Reilly, Assistant Superintendent



January 19, 2015

Matthew Zito
Chief Facilities Officer
Sequoia Union High School District
480 James Avenue
Redwood City, CA 94062

Reference: Constructability Review Services Proposal, Sequoia Phase 1 for Carlmont High School, Menlo-Atherton High School, Sequoia High School and Woodside High School.

Matthew:

As directed by Aaron Jobson of QKA Architects the Greystone West Company is pleased to provide you with a proposal for Constructability Review services. These services will mirror the review we did for the District on the Carlmont High School 2 story Science Laboratory addition. This includes:

- Reviewing the project plans and specifications.
 - Review for ambiguity/bid clarity
 - Review for duplication
 - Review for conflicts
 - Review clarity of construction details
- We will conference with the architect regarding any District standards, or any electrical, mechanical or plumbing preferences.
- We will in the end produce a checklist and a "red-lined" set of documents back to the architect for implementation of our recommendations into the final bid set.

Our proposal breaks down as follows:

Site	Architect	Construction Cost	Proposal Amount
Carlmont High School 1&2	HMC	\$11,713,685.00	\$25,000.00
Menlo-Atherton High School 1&2	LPA	\$21,288,130.00	\$35,000.00
Sequoia High School 1&2	Spencer	\$ 8,951,000.00	\$10,000.00*
Woodside High School	HMC	\$13,762,661.00	\$25,000.00
			Total: \$95,000.00

*GWC is able to reduce this fee amount due to conducting estimating services for Spencer and Associates so the District benefits from the knowledge of already ascertained.

Matthew Zito
January 19, 2015
Page 2

Please let me know if you should have any questions and please feel free to visit our website to review our qualifications. Thank you for your interest in Greystone West.

Best Regards,

Adam Coll

Adam Coll
Construction Manager/Estimator

X_____

Accepted – Authorized Sequoia Union

BOARD OF TRUSTEES, SEQUOIA UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 1535

**A RESOLUTION DIRECTING PREPARATION OF ANNUAL REPORT
OF THE SEQUOIA UNION HIGH SCHOOL DISTRICT
MAINTENANCE ASSESSMENT DISTRICT**

for

FISCAL YEAR 2015-16

RESOLVED, by the Board of Trustees (the "Board") of the Sequoia Union High School District (the "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 (commencing at Section 22500 of the California Streets and Highways Code) (hereinafter "the Act").
2. Sections 22620 et seq, of the Act provide for the levy of annual assessments after formation of the Maintenance Assessment District.
3. Within the Maintenance Assessment District, the existing and proposed improvements and any substantial changes proposed to be made to the existing improvements are generally as described on Exhibit A attached and by this reference made a part of this Resolution.
4. SCI Consulting Group having been designated as Engineer of Work for purposes of the Maintenance Assessment District, is hereby ordered to prepare and file an annual report in accordance with Section 22565 et. seq., of the Act.

PASSED AND ADOPTED this 4th day of March, 2015, by the following vote:

AYES :

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Secretary to the Board of Trustees

EXHIBIT A – SCOPE OF WORK

Definitions:

- A. **District:** Sequoia Union High School District, its staff and board.
- B. **Assessment District:** The Sequoia Union High School District Maintenance Assessment District.
- C. **Consultant:** SCI Consulting Group, and any and all employees.

Scope of Work:

- a. Meet with District staff and other individuals as needed to prepare budgets including cost estimates for improvements and expenses to be paid by the Assessment District.
- b. Describe the improvements to be financed.
- c. Obtain current assessor data from the County Assessor for all parcels within the Assessment District boundaries.
- d. From Assessor's records, determine the number of parcels in each land use category, excluding nontaxable parcels.
- e. Obtain copies of Assessor Parcel Maps as required.
- f. Meet with District staff and property owners as needed to obtain information or verify assessments.
- g. Research property data and assessment changes for all parcels within the Assessment District.
- h. Update Assessment Diagram for the Assessment District.
- i. Using the project cost estimates and the assessment rules, allocate the estimated cost of improvements and expenses to all parcels within the boundaries of the Assessment District based on benefit received.
- j. Adjust all assessment levies for any prepayments of the assessment liens and maintain a database of prepayment amounts and additional amounts to be assessed.
- k. Prepare the Assessment Roll listing parcel number, assessment number, owner name and assessment amount for each Assessor Parcel within the Assessment District and finalize the Engineer's Report.
- l. Update and maintain a database for each parcel within District boundaries. The data for each parcel will include the assessment, parcel number, mailing address, site address, parcel type and other relevant information.
- m. Present Engineer's Report to District Board, summarize the assessment methodology, answer all questions raised and assist in finalizing the project for Board approval.
- n. Installation of a custom computer system that will quickly locate property and assessment information for all parcels within the Assessment District and perform other functions such as printing of mailing labels and tracking of property owner and assessment notes.
- o. Research and, if necessary, revise any assessments which property owners consider to be based upon incorrect information being used to apply the method of assessment.
- p. Determine the County assessment roll submission requirements and perform tasks needed to submit the assessment levies.
- q. File approved assessment roll, in the required computer format, with the County Auditor for inclusion on the tax bills.
- r. Verify and validate Auditor's levy data prior to the printing of tax bills.

- s. Provide the County Auditor and Tax Collector with general information regarding the Assessment District, method of levy and our contact phone number for property owner inquiries.
- t. Monitor assessment proceeds and delinquencies.
- u. Provide the District with periodic reports on levies collected, delinquencies and assessment corrections.
- v. Directly and promptly respond to any property owner inquiries on our toll free phone line: (800) 273-5167.

2. Other Responsibilities:

- a. Meet periodically as needed with District staff, Board members, Financial Advisor, Attorney, and/or other parties. For such meetings, we will prepare exhibits and other relevant materials.
- b. Assist with the implementation of administrative procedures with the District.

3. Additional Services Included:

- a. Computer services to convert and compile Assessor data into database format and computer services to format levy data for the County Auditor.
- b. Duplication of up to 10 copies of the Engineer's Report and Assessment Diagram.
- c. Computer services to convert assessment data into format required by the County Auditor.

**SEQUOIA UNION HIGH SCHOOL DISTRICT
AGREEMENT FOR FINANCIAL AND OTHER SERVICES
FOR THE 2015-16 MAINTENANCE ASSESSMENT DISTRICT**

This agreement entered this _____ of _____, 2015, by and between the SEQUOIA UNION HIGH SCHOOL DISTRICT, County of San Mateo, State of California (hereinafter *District*) and SCI CONSULTING GROUP, (hereinafter *Consultant*).

WITNESSETH

WHEREAS, under Government Code Section 53060, the District's governing board has the power to engage independent contractors to perform financial services for the District: and

WHEREAS, it is necessary and desirable that Consultant be engaged by District for the purposes of performing the services hereinafter described:

NOW THEREFORE, IT IS AGREED by the parties as follows:

1. Services to be performed by Consultant. Consultant shall perform the work and render the services described in the attached Exhibit A and incorporated herein (the "Work"). Consultant shall provide all labor, equipment, material and supplies required or necessary to properly, competently and completely perform the Work, and determine the method, details and means of doing the Work. The scope of services will also include any additional tasks required to satisfy the requirements of Proposition 218.

All work performed under this agreement shall be in accordance with generally accepted standards of professional practice, the terms, conditions and specifications set forth herein, and the applicable requirements and time deadlines of Article XIIIID of the California Constitution and the Landscaping & Lighting Act of 1972 (commencing at Section 22500 of the California Streets and Highways Code).

2. Payments. In consideration for the services rendered in accordance with the terms, conditions and specifications set forth herein, District shall pay SCI Consulting Group the lump sum price of \$16,900 for services rendered throughout fiscal year 2015-16. Incidental costs for the acquisition of assessor and property data, publishing notices and other out-of-pocket expenses incurred by the Consultant in performance of the Services described above shall be billed as incurred, with total costs not to exceed \$1,000 per fiscal year, without prior authorization from District.

Invoices will be rendered monthly for the work done in the preceding month and will be due and payable upon receipt, provided however that the total obligation of District shall not exceed the lump sum price plus any costs for out-of pocket expenses as stated in the paragraphs above. All accounts not paid within thirty (30) days after the date of invoice shall bear a finance charge of 1 percent per month or the legal rate of interest, whichever is less, on the unpaid balance until paid in full. In the event any action is brought on this agreement or concerning any

amounts due hereunder, the prevailing party shall be reimbursed for all litigation and collection expenses, including but not limited to reasonable attorney's fees.

3. Relationship of the parties. It is understood that this is an agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent consultant.

4. Non-Assignability. Consultant shall not assign this agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without prior written consent in violation of this section automatically shall terminate this agreement.

5. Contract Term. This agreement shall be effective upon its execution and shall terminate on April 30, 2016. Either party may cancel this agreement by providing written notice to the other party at least thirty (30) days prior to the effective date of the cancellation.

6. Hold Harmless. Consultant 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 Consultant to the extent resulting from any negligent act or omission of the Consultant, or (B) damage to any property of any kind whatsoever and to whomsoever belonging to the extent resulting from any negligent act or omission of Consultant, or (C) by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978.

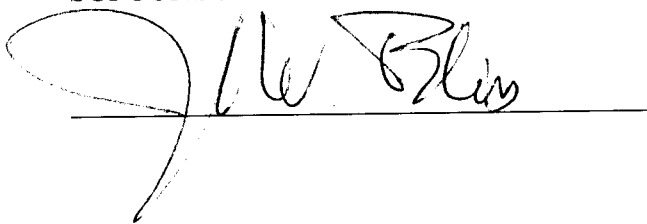
- a. Consultant shall indemnify, defend, protect, and hold harmless District, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of Consultant's performance of the Work and caused by willful misconduct of or by Consultant or its employees, agents or subcontractors.
- b. In any action, claim or proceeding involving a dispute between Consultant and the District arising out of this proposal or the performance of work pursuant to this proposal, whether for tort or for breach of contract, and whether or not brought to trial of final judgment, the prevailing party will be entitled to receive from the other party a reasonable attorney fee to be determined by the court or arbitrator(s).

The duty of the consultant 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.

7. Records. All tracings, survey notes and other original documents shall be the property of Consultant, except where by law or precedent these documents shall become public property.

IN WITNESS WHEREOF the parties hereto have affixed their hands on the date and year first written above.

SCI CONSULTING GROUP

A handwritten signature in black ink, appearing to read "J. W. Blum", is written over a horizontal line.

Date: 2-2-15

SEQUOIA UNION HIGH SCHOOL DISTRICT

Date: _____

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- c. Computer services to convert assessment data into format required by the County Auditor.

**SEQUOIA UNION HIGH SCHOOL DISTRICT
MAINTENANCE ASSESSMENT DISTRICT**

FISCAL YEAR 2015-16

TIMELINE- REVISED

<u>Date</u>	<u>Task to be Completed</u>
March 4	Passage of resolution directing the preparation of the Engineer's Report
March 27	SCI gives District preliminary maintenance assessment district total for budget preparation
April 3	Preliminary budget information to SCI from District
April 10	Complete and file Engineer's Report with District
May 6	Passage of resolution of intention to levy annual assessment, preliminarily accepting Engineer's Report and scheduling the Public Hearing.
May 27	Publish notice of public hearing (<i>must occur at least 10 days before Public Hearing</i>)
June 10	Public Hearing and approval of resolution approving Engineer's Report and levying annual assessments
July	Submission of assessments to County
October	Confirmation of final levies with County

The Board meets two Wednesdays per month at 5:30.

**BEFORE THE GOVERNING BOARD OF THE
SEQUOIA UNION HIGH SCHOOL DISTRICT
SAN MATEO COUNTY, CALIFORNIA**

Agenda Item: 8 f
March 4, 2015

*Please return to the
Superintendent*

RESOLUTION NO. 1536

In the Matter of the Decision)	RESOLUTION OF NON-REEMPLOYMENT
Not to Reemploy Temporary)	OF TEMPORARY CERTIFICATED
Certificated Employees)	EMPLOYEES (Education Code section
_____)	44954)

WHEREAS, Education Code section 44954 authorizes the Board of Education to give notice to any temporary certificated employee of the Board's decision not to reelect the employee for the next succeeding school year to such a position by the end of the school year; and

WHEREAS, the employees listed in Exhibit A to this Resolution are temporary certificated employees working under a temporary contract with the District; and

WHEREAS, the Board of Education has decided, on recommendation of the Superintendent, to release the employees listed in Exhibit A for the 2015-2016 school year.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Sequoia Union High School District hereby authorizes the District Superintendent or the Superintendent's designee to notify the temporary certificated employees of the Board's decision not to retain them for the 2015-2016 school year in accordance with the requirements of Education Code section 44954. The Superintendent or the Superintendent's designee is authorized to take any other actions necessary to carry out the intent of this Resolution.

This Resolution was adopted at a meeting of the Sequoia Union High School District held this 4th day of March, 2015, by the following vote:

AYES: _____

NOES: _____

ABSENCES: _____

ATTEST:

Clerk to the Board of Trustees

**ATTACHMENT A TO RESOLUTION
OF NON-REEMPLOYMENT OF TEMPORARY
CERTIFICATED EMPLOYEES**

Temporary Certificated Employee(s)

Adult School

BEFORE THE GOVERNING BOARD OF THE
SEQUOIA UNION HIGH SCHOOL DISTRICT
SAN MATEO COUNTY, CALIFORNIA

Agenda Item: 8 g
March 4, 2015

*Please return to the
Superintendent*

RESOLUTION NO. 1537

In the Matter of the Decision)	RESOLUTION OF NON-REEMPLOYMENT
Not to Reemploy Probationary)	OF PROBATIONARY CERTIFICATED
Certificated Employees)	EMPLOYEES (Education Code
_____)	section 44929.21)

WHEREAS, Education Code section 44929.21(b) authorizes the Board of Education to give notice to a probationary certificated employee of the Board’s decision to non-reelect the employee for the next succeeding school year to such a position at any time prior to March 15th of the employee’s second complete consecutive school year of employment by the District; and

WHEREAS, the employees listed in Exhibit A to this Resolution are probationary certificated employees who have been employed during the 2014-2015 school year; and

WHEREAS, the Board of Education has received a recommendation from the District Superintendent or designee not to reelect the employees whose names are listed in Exhibit A; and

WHEREAS, the Board of Education has decided not to reelect these employees for the 2015-2016 school year.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Sequoia Union High School District hereby authorizes the District Superintendent or the Superintendent’s designee to notify the employees listed in Exhibit A of the Board’s decision not to reelect them for the 2015-2016 school year in accordance with the requirements of Education Code section 44929.21(b). The District Superintendent or the Superintendent’s designee is further authorized to take any other actions necessary to carry out the intent of this Resolution.

This Resolution was adopted at a meeting of the Sequoia Union High School District held this 4th day of March, 2015, by the following vote:

AYES: _____

NOES: _____

ATTEST:	ABSENCES: _____

Clerk to the Board of Trustees	

**ATTACHMENT A TO RESOLUTION
OF NON-REEMPLOYMENT OF PROBATIONARY
CERTIFICATED EMPLOYEES**

Probationary Certificated Employee(s)

Carlmont High School

- \$42,500 from Carlmont Academic Foundation for Carlmont teacher collaboration, after school tutor center and instructional supplies
- \$19,720 from Carlmont Arts Council for Carlmont PAC
- \$1,000 from Sandra Tong for Carlmont library
- \$500 from Eugene Vignanker for Principal's discretionary

Menlo Atherton High School

- \$7,200 from National Junior Ball for track
- \$3,000 from John Plut for KCEA
- \$1,000 from Michael Jurka for KCEA
- \$1,000 from William Edwards for KCEA
- \$1,000 from Intuitive Surgical for Robotics
- \$500 from Maria Flaherty for LaCrosse
- \$500 from Schwab Charitable Fund for PSAT
- \$500 from The Grey Family Foundation for KCEA
- \$500 from David Bushnell for KCEA
- \$400 from David Fisher for the Band/Orchestra
- \$350 from Wayne Ott for KCEA
- \$300 from Robert Mason for KCEA
- \$250 from Kevin Kaster for KCEA
- \$250 from David Jorgensen for KCEA
- \$250 from William Wilson for KCEA
- \$200 from Jeanne Ware for KCEA
- \$200 from Fancy Rhino for P.E. Dept.
- \$200 from Jerry Cooper to KCEA
- \$200 from JL Lewis for KCEA
- \$150 from Ray Myrick for KCEA
- \$150 from Mary Steel for KCEA
- \$150 from William Wagner for KCEA
- \$100 from Susan McGraw for Athletic Trainer
- \$100 from Klaus Kramer for KCEA
- \$100 from Elvin Gazzano for KCEA
- \$100 from Harry Tong for KCEA
- \$100 from Anthony Desgro for KCEA
- \$100 from Theodore Erier for KCEA
- \$100 from Ruth Dewhirst for KCEA
- \$100 from K Doll from KCEA
- \$100 from Terry Green for KCEA
- \$100 from Ernest Silveria for KCEA
- \$100 from Helen Lutich for KCEA
- \$100 from Lincoln Mitchell for KCEA
- \$100 from Katharine Rule for KCEA
- \$100 from Richard Zukin for KCEA
- \$100 from David Fischer for Wood Shop
- \$100 from Michael McMillen for KCEA
- \$100 from Beverly Matson for KCEA
- \$100 from William Bithell for KCEA
- \$100 from Robert Shedd for KCEA
- \$100 from George Nobori for KCEA

Sequoia High School

- \$5,700 from Anonymous for French Club
- \$5,000 from Ms. Crusick for Athletics/Principal's Discretion
- \$3,068 from SHS Boosters for Cheer
- \$3,057 from Unitarian Universalist Fellowship of RC for Dream Club
- \$1,496 from Playing at Learning for Robotics
- \$1,300 from Ms. Milne for Boys Golf
- \$1,000 from Friends of Kids for Baseball
- \$1,000 from Mr. Hansman for Dream Club
- \$1,000 Mr. and Mrs. Woo for Girls Basketball
- \$500 from City of RC for Dream Club
- \$500 from Intuitive Surgical for Robotics
- \$500 from Ms. Donelan for Ray Doherty Scholarship
- \$150 from Mr. and Mrs. Beth for Girls Soccer
- \$100 from Mr. Funk for Girls Soccer
- \$100 from Mr. and Mrs. Caswell for Girls Soccer
- \$100 from Mr. and Mrs. Webb for Girls Soccer
- \$100 from Mr. and Mrs. Heller for Girls Soccer
- \$100 from Ms. Aozasa for Girls Soccer
- \$100 from Mr. and Mrs. Richardson for Girls Soccer
- \$100 from Mr. and Mrs. Kurland for Girls Soccer
- \$100 from Mr. and Mrs. Falzon for Girls Soccer

ACCEPTANCE OF GIFTS

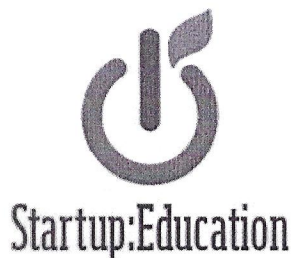
- \$500 from Mr. and Mrs. Goodban for Dream Club
- \$400 from Ms. Yeager for Raven Report
- \$400 from Mr. and Mrs. Hopp for Girls Soccer
- \$200 from Mr. and Mrs. Holman for Girls Soccer
- \$150 from Mr. and Mrs. Webb for Dream Club
- \$100 from Mr. Ebrahimpour for Girls Soccer
- \$100 from Redwood Parlor #66 for scholarship Fund
- \$100 from SMCOE for Art
- \$100 from Ms. Page for Dream Club

Redwood High School

- \$460 from Trinity Presbyterian Church for Student Needs

Woodside High School

- \$15,000 from Silicon Valley Fund for after school tutoring program
- \$4,500 from the WHS Foundation for the Debate Club
- \$2,660 from the Town of Portola Valley for Theater Program
- \$2,551 from WHS Athletic Boosters for Baseball (fencing)
- \$1,000 from Friends of Kids to Boys' Soccer
- \$1,000 from Friends of Kids to Girls' Varsity Soccer
- \$1,000 from Intuitive Surgical for Robotics
- \$819 from Woodside HS Athletic Boosters for Boys' Basketball
- \$500 from Friends of Kids to Boys' Basketball
- \$244 from Target "Take Charge of Education" for Principal's Discretionary
- \$140 from Village Stationers for Principal's discretion
- \$100 from San Mateo Co Arts Commission for Julie Marten
- \$100 from Janet & Robert Johnson for Millard Fillmore Club



December 15, 2014

Startup:Education
Attention: Justin Barra
2440 W. El Camino Real, Suite 300
Mountain View, CA 94040

Bonnie Hansen
Assistant Superintendent of Educational Services
Sequoia Union High School District
480 James Ave
Redwood City, CA 94062

Dear Ms. Hansen,

Congratulations, the Sequoia Union High School District ("Sequoia") been accepted to receive a grant of \$120,000 from Startup:Education (Startup), a supporting organization of Silicon Valley Community Foundation.

This grant is being made to assist Sequoia with helping the district's most at-risk freshman to finish 9th grade on track for graduation at Sequoia High School and Woodside High School through full-time Aspirations Advocates. This grant is intended to cover work performed toward this goal from January 2015 through December 2015. Please sign, date, and return the attached grant agreement to Justin Barra at the above-mentioned address as soon as possible. Once we receive the signed agreement, we will arrange for payment of the first installment of the grant according to the schedule outlined in the grant agreement.

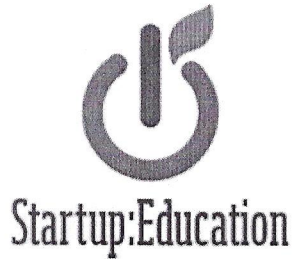
Startup requires reports on the use of the funds, as outlined in the grant agreement. Guidelines for these reports are enclosed.

On behalf of Startup, we are pleased to support Sequoia and we look forward to hearing about the impact of this work. Please contact Justin Barra at justin@startupeducation.org or (415) 225-8698 with questions.

Best wishes,

Jen Holleran
Executive Director

Grant #: 2014-135057



Grant Agreement

by and between Startup:Education and Sequoia Union High School District ("Sequoia")

Grant Number: 2014-135057 **Amount:** \$120,000 **Date:** December 15, 2014

Grantee Name: Sequoia Union High School District ("Sequoia")

Grantee Contact: Bonnie Hansen
Assistant Superintendent of Educational Services
Sequoia Union High School District
480 James Ave
Redwood City, CA 94062
Phone: 650-619-8069
Email: bhansen@seq.org

Startup:Education Contact: Startup:Education ("Startup")
Attention: Justin Barra
2440 W. El Camino Real, Suite 300
Mountain View, CA 94040
Phone: (415) 225-8698
Email: justin@startupeducation.org

Grant Title: Startup: Aspirations Advocates Freshman Transition Program

Grant Purpose: To assist Sequoia with helping the district's most at-risk freshman to finish 9th grade on track for graduation at Sequoia High School and Woodside High School through full-time Aspirations Advocates.

Grant Period: January 2015 – December 2015

Project Goals and Milestones:

A three-pronged approach would be implemented with the Startup: Aspirations Advocates Freshman Transition Program

- the Aspirations Advocate would track student attendance and grades, contacting teachers and parents immediately any time a student was struggling. The Advocate would be someone at the school site who teachers could contact for help, as well as a liaison for parents to the school.
- while the Aspirations Advocate would be available to students throughout the day and

serve as both a safe place and a resource for student crisis, the primary function of the Advocate would be to place students in appropriate support programs and track their participation, modifying as appropriate. For instance, with a caseload of 60 students, it isn't practical for the Aspirations Advocate to help individual students with their daily homework, but it is possible for them to have the student attend the school's after school tutoring program and monitor that attendance.

- finally, the Aspirations Advocate would work with their caseload of students, using the Quaglia Institute's My Aspirations Action Plan (MAAP), to help students understand what they want and how success and school can get them there

The evaluation of the effectiveness of the program would be based on the attendance, grades and courses completed. Aspirations Advocates would meet regularly to share best practices and analyze data for students in the program. Quarterly reports would be given on student progress, with culminating findings at the end of the year to measure the effectiveness of the program.

Phase I: Arrange for the Aspirations Advocates at Sequoia High School and Woodside High School, currently on a .4 release, to be full time release. Identify teacher leaders in all three districts for math pathways, and set schedule for work.

Phase 2: Continue the work of using middle school, COMPASS and attendance to identify the 60 most at-risk freshmen on each campus. Make sure parents and teachers of participants are aware of the Aspiration Advocate's support.

Phase 3: Begin to track student progress and plug them in to the appropriate support services. Also begin the Quaglia curriculum.

Phase 4: Each quarter, meet with other Aspiration Advocates to track student success and share best practices.

Phase 5: Assess end of year data for this year's at-risk freshmen.

Because the success of the project will rely on consistent tracking of student progress, project evaluation will be an ongoing and significant piece of the Aspirations Advocates work. Aspirations Advocates will use a common spreadsheet to track weekly their students' progress and intervene as needed. This data will then be reviewed at a District level once a month, when Aspirations Advocates meet with District leadership to evaluate, share best practices and problem solve. In addition, with through Quaglia's MAAP, students will finish the year with a portfolio of their personal progress.

Reporting Requirements:

Startup requires progress reports at specified dates. *Please note that, if a grantee has failed to submit a required report, remaining grant disbursements may not be made and future grant requests will not be considered.* Please submit the following reports using the templates enclosed:

An interim report is due July 31, 2015.

Final report is due on January 31, 2016

Payment Schedule:

Startup will fund this grant to Sequoia in installments. The first disbursement of \$60,000 will be made upon receipt and approval of the signed grant agreement (the "Agreement"). The second disbursement

of \$60,000 will be made on September 1, 2015 upon receipt and approval of the first interim report.

Use of Funds:

By signing below, Sequoia acknowledges that this Agreement is a contract with Startup for the purposes stated in this Agreement. Please inform Startup if there are changes in agency personnel who are important to the administration of the grant, or if the grant funds cannot be expended for the purpose or in the time period described above. Sequoia may not use the funds in any way other than as described above unless Sequoia receives written permission from Startup. Sequoia shall repay to Startup any portion of the amount granted that is not used for the purpose of this grant. If funds remain at the end of the grant period, Sequoia must contact the Startup staff person noted above.

Hold Harmless:

Sequoia hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Startup, its officers, directors, trustees, employees, and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with the grant, the application of funds furnished pursuant to the grant, the program or project funded or financed by the grant or in any way relating to the subject of this Agreement. This paragraph shall survive the termination of this Agreement.

Recordkeeping:

Sequoia shall keep adequate records to substantiate the charitable purposes of its expenditures from the grant funds. Sequoia shall make its books and records pertaining to the grant funds available to Startup at reasonable times for review and audit, and shall comply with all reasonable requests of Startup for information and interviews regarding use of grant funds. Sequoia shall keep copies of all books and records related to this grant and all reports to Startup for at least four years after Sequoia has expended the last of the grant funds.

Prohibited Uses:

Sequoia shall not use or permit any subgrantee or independent contractor to use any portion of the funds granted:

- a. in a manner inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3), including:
 - i. Influencing the outcome of any specific candidate election for public office, including, without limitation, travel expenses, direct costs, or compensation-related expenses incurred in connection with raising funds for any candidate campaign; or
 - ii. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3).
- b. in any attempt to influence legislation within the meaning of Section 501(c)(3) of the Internal Revenue Code.

No Pledge:

Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Sequoia, shall be interpreted to create any pledge or any commitment by Startup or by any

related person or entity to make any other grant or contribution to Sequoia or any other entity for this or any other project. The grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between Startup and Sequoia or any other entity.

No Agency:

Sequoia is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Sequoia shall make no such representation to anyone.

Remedies:

If Startup determines, in its sole discretion, that Sequoia has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, Startup may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Sequoia under this or any other grant agreement, and Startup may demand the return of all or part of the unexpended grant funds, which Sequoia shall immediately repay to Startup. Startup may also avail itself of any other remedies available by law.

Further Acknowledgments of Grantee:

Sequoia acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the IRC. Sequoia agrees that if Sequoia has any doubts about its obligations under this Agreement, including those incorporated by reference to the IRC, Sequoia will promptly contact Startup or knowledgeable legal counsel.


Entire Agreement:

This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.

Governing Law:

This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State.

Accepted on behalf of Sequoia by:



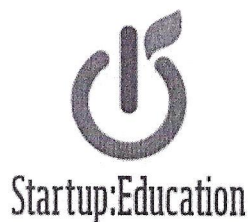
Signature
(Must be signed by Executive Director,
President or Board President)

James Lianides, Ed.D.
Printed or Typed Name

Superintendent
Title

12/19/14
Date

Please sign and return all pages of the original Agreement to Justin Barra at the address listed above.



Interim Report Guidelines

Startup:Education (Startup) requires that the Sequoia Union High School District (“Sequoia”) submit interim reports on the progress of the project funded by Startup. The following questions are intended to help Sequoia capture its experience – experience that can inform Sequoia’s work and Startup’s grantmaking. Please be candid, reflective, and succinct. Startup is equally interested in hearing about successes and challenges.

Sequoia’s interim report is due on July 31, 2015 and should include the following:

Cover sheet—Please provide basic details on your grant including:

- Organization name
- Grant title
- Grant amount
- Grant period
- Date of report
- Contact name, email and phone #
- Grant purpose
- Project goals and milestones

I. Project Update: 2-4 pages maximum

- Please comment on the project’s progress in the previous period, including achievement of target milestones and indicators of impact, as well as project strengths and potential areas for growth. (In responding to this question, please refer back to the project goals and milestones outlined in the grant agreement.)
- Additionally, please share any context that would be helpful for understanding the project’s progress. Has the project experienced any unexpected changes that have facilitated or impeded work? Do you foresee any future changes that might significantly impact the project’s success?
- If conditions have changed such that a revision in the terms of your grant agreement may be needed, please outline the requested revisions and explain the rationale for each.

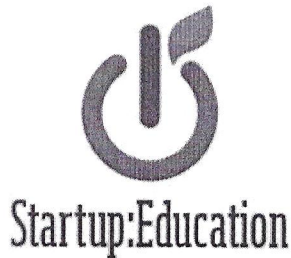
II. Cash Flow Update: 1 page maximum

- Please offer an update on the project’s spending in the previous period. If either past or projected spending differs significantly (>10%) from the original budget, please share an analysis and explanation of the changes.

Reports should be returned to:

Startup:Education
Attention: Justin Barra
2440 W. El Camino Real, Suite 300
Mountain View, CA 94040

Please contact Justin Barra at justin@startupeducation.org or (415) 225-8698 with questions.



Final Report Guidelines

Startup:Education (Startup) requires that the Sequoia Union High School District (“Sequoia”) submit a final report on the impact of the project funded by Startup. The following questions are intended to help Sequoia capture its experience – experience that can inform Sequoia’s work and Startup’s grantmaking. Please be candid, reflective, and succinct. Startup is equally interested in hearing about successes and challenges.

Sequoia’s final report, which is due on January 31, 2015 should include the following.

Cover sheet—Please provide basic details on your grant including:

- Organization name
- Grant title
- Grant amount
- Grant period
- Date of report
- Contact name, email and phone #
- Grant purpose
- Project goals and milestones

I. Project Outcomes: 4 pages maximum

- Please comment on the project’s success. How well did the project meet its goals? What impact has the project had so far, and does it appear to be on track to have impact in the future? Were there any unexpected outcomes, positive or otherwise? (In responding to this question, please refer back to the project goals and milestones outlined in the grant agreement.)
- Additionally, please share any context that would be helpful for understanding the project’s success. Did the project experience any unexpected changes that facilitated or impeded work?
- If conditions have changed such that a revision in the terms of your grant agreement may be needed, please outline the requested revisions and explain the rationale for each.

II. Lessons Learned and Next Steps: 1 page maximum

- What is the future of the project funded by this grant?
- What lessons were learned in the course of this grant? If you were to administer a future grant for a similar project, how might it be structured differently?

III. Financial Information

- Please offer an update on the project's spending in the previous period. If either past or projected spending differs significantly (>10%) from the original budget, please share an analysis and explanation of the changes.

Reports should be returned to:

Startup:Education
Attention: Justin Barra
2440 W. El Camino Real, Suite 300
Mountain View, CA 94040

Please contact Justin Barra at justin@startupeducation.org or (415) 225-8698 with questions.

**AGREEMENT BETWEEN THE SEQUOIA UNION HIGH SCHOOL DISTRICT
AND
INFINITE CAMPUS, INC.**

THIS AGREEMENT, entered into this 1st day of February, 2015, by and between the SEQUOIA UNION HIGH SCHOOL DISTRICT, hereinafter called "District," and Infinite Campus, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

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 licensing of certain Infinite Campus products and delivery of certain Infinite Campus services related to student data management.

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 herein:

Exhibit A—Infinite Campus End User License Agreement

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "A," 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 in Exhibit "A," District shall make payment to Contractor based on the rates and in the manner specified in Exhibit "A."

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 1, 2015 through January 31, 2016. Upon expiration of each term, the term shall automatically renew for a subsequent one year term until terminated in accordance with this agreement.

This Agreement may be terminated by, the District Superintendent or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be in accordance with this Agreement.

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

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 subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of District which will not be unreasonably withheld. 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 liability 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 liability 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 Workers' 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 I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** 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 be 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 |
| (c) Professional Liability | \$1,000,000 |

District and its officers, agents, employees and servants 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 be 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 District of Sequoia 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 (HIPAA) 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 State, Federal, 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 at the expense of the District.

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 timeliness of services performed.

12. Merger Clause

This Agreement, 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.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

SEQUOIA UNION HIGH SCHOOL DISTRICT

By: _____
Superintendent

Date: _____

Budget code: 01-0000-0-0000-7761-5813-862

Infinite Campus, Inc.

Contractor's Signature

Date: _____

EXHIBIT A
Infinite Campus End User License Agreement

**RESOLUTION NO. 1540
SEQUOIA UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES**

**RESOLUTION ADOPTING BIDDER PRE-QUALIFICATION PROCESS FOR THE
SEQUOIA UNION HIGH SCHOOL DISTRICT**

WHEREAS, Pubic Contract Code section 20111.5 authorizes public school districts to conduct a pre-qualification for bidders of public works contracts; and

WHEREAS, Public Contract Code section 20111.6 requires that bidders for construction contracts awarded after January 1, 2014, on public projects for which the Board of Education uses funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 or funds from future state school bonds for a public project that involves a projected expenditure of one million dollars (\$1,000,000) or more, to submit to a pre-qualification process; and

WHEREAS, to comply with Public Contract Code section 20111.6, the Board of Education must adopt procedures, including a standardized proposal form and uniform rating system for evaluation applicant contractors.

NOW, THEREFORE, BE IT RESOLVED

1. That the above recitals are all true and correct.
2. For all public projects subject to Public Contract Code section 20111.6, no bids will be accepted and no contracts shall be awarded pursuant to Public Contract Code section 20111, to bidders who have not been pre-qualified; and

Bidders shall be pre-qualified in accordance with the requirements set forth in the pre-qualification process for the Sequoia Union High School District, adopted by this resolution, and attached hereto and incorporated herein as Exhibits “A” and “B”.

PASSED AND ADOPTED by the Board of Trustees of the Sequoia Union High School District on this 4th day of March, 2015 by the following vote:

AYES: _____

NOES: _____

ABSENCES: _____

ATTEST:

Clerk to the Board of Trustees

EXHIBIT A-1

**SEQUOIA UNION HIGH SCHOOL DISTRICT
480 JAMES AVENUE, REDWOOD CITY, CA 94062**

**CONTRACTOR'S PRE-QUALIFICATION FOR
NEW CONSTRUCTION AND MODERNIZATION PROJECTS
OF
THE SEQUOIA UNION HIGH SCHOOL DISTRICT
2015
CLASS A – GENERAL ENGINEERING CONTRACTORS
AND
CLASS B- GENERAL BUILDING CONTRACTORS**

As a condition of bidding on the above-referenced Projects and in accordance with the provisions of California Public Contract Code section 20111.5 and 20111.6, prospective bidders are required to submit to the District, no later than _____ by _____ a.m., a completed pre-qualification package on forms supplied by the Sequoia Union High School District (District) and a financial statement as specified herein. The value of individual bid packages may vary from, but are not limited to, \$175,000 to \$30 million.

1. REQUEST FOR PRE-QUALIFICATION OF BIDDERS

The District requires from all prospective bidders answers to all questions contained in a standard form pre-qualification questionnaire, and a detailed financial statement. The pre-qualification questionnaire requests detailed information, including background, experience, financial ability and references in performing public works projects.

For projects for which the District uses funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 or any funds from any future state school bond for a public project that involves projected expenditure of one million dollars (\$1,000,000) or more, the project shall meet the prequalification criteria set forth in section 20111.6 of the California Public Contract Code, including that no bid shall be accepted from any person required to prequalify to bid on any such project unless the person has submitted the prequalification form at least ten business days prior to the date fixed for the public opening of sealed bids and the person has been prequalified for at least five business days prior to that date. Because the District cannot guarantee that prequalification can be accomplished on these time lines in every case, potential bidders are encouraged to prequalify as early as possible prior to a project's bid opening.

These documents will be the basis of rating bidders. All questions must be answered. If a question is not applicable, then indicate a response of "N/A". "You" or "Yours" as used herein refers to the prospective bidders' firm and any of its owners, officers, principals and qualifying individuals.

If additional sheets are required for any of the responses, please attach additional sheets of paper signed by the owner, officer, principal and/or qualifying individual. Failure to provide any information requested may

result in a reduced rating or disqualification from bidding on any project subject to the district's pre-qualification policy. Any false statement will result in the immediate disqualification from bidding on all District Projects.

Each prospective bidder shall have a duly authorized owner, officer or principal complete the questionnaire and verify the truth of the information provided therein and in the financial statement.

Each prospective bidder must submit its most current reviewed or year-end audited financial statement, which must have been prepared by a Certified Public Accountant within twelve (12) months of each prospective bidder's submission of its pre-qualification package. Each prospective bidder must also provide its most current financial statement, which must have been prepared within three (3) months of each prospective bidder's submission of its pre-qualification package.

Each prospective bidder's reviewed or audited financial statements shall not be made by any individual who is in the regular employ of the Contractor submitting the statement, nor by any individual who has more than a ten percent (10%) financial interest in the Contractor's business.

Each prospective bidder must complete the "Bank Information Form", which is included in this package. This form must be fully executed and submitted with the prequalification package.

2. **SUBMISSION OF COMPLETED STATEMENTS**

Completed pre-qualification questionnaire and financial statements and supporting documents must be submitted on or before _____.

DELIVERY METHODS

Pre-Qualification Packages must be submitted by either:

A. Electronic Submission

To submit your Pre-Qualification Package electronically, you must send your contact information (name, company name, email address, and phone number) to: Sheldon Chavan at Chavan and Associates LLP at info@cnallp.com. Chavan and Associates LLP will create an account and password for you. You will then be able to access the fileshare, download the application, and then upload the completed application.

B. Hardcopy submission

Applications are available on the District's website, www.seq.org/purchasing. One copy of the completed pre-qualification questionnaires and financial statements should be marked **CONFIDENTIAL "Pre-Qualification Package"** and mailed to: Sequoia Union High School District, Attn: Carolyn Schuster, Director of Purchasing, 480 James Avenue, Redwood City, CA 94062.

Facsimile and emailed copies will NOT be accepted.

Bids on District projects will not be accepted from contractors that did not timely submit a completed pre-qualification questionnaire and financial statements to the District.

3. **STANDARD OF REVIEW**

An Independent Accounting Firm, using a uniform system of rating bidders will review questionnaires. Bidders will be classified into ranges of project value that they will be qualified to bid on.

4. **NOTIFICATION OF PRE-QUALIFICATION RESULTS**

Prospective bidders will be notified of their pre-qualification rating.

In the event that the prospective bidder is unable to obtain a bond in the time and form prescribed by the District, the prospective bidder shall be suspended from the qualified Contractor's list and not be allowed to bid on District projects until proof of bondability is provided.

5. **APPEAL PROCESS**

Should a prospective bidder not agree with the decision of the review committee, that prospective bidder may appeal the decision to the Superintendent, or his designee. The appeal must consist of a written request to the Director of Purchasing at SUHSD, 480 James Avenue, Redwood City, CA 94062, setting forth the specific reasons for the appeal and must be received by the District, by certified mail, within seven (7) calendar days of the receipt of pre-qualification rating, by certified mail. The Superintendent, or his designee,

shall consider the appeal within three (3) business days of the filing of the notice of appeal and allow the prospective bidder an opportunity to be heard on the rating. The appellant and the District may present evidence, testimony and information relevant to the rating. The Superintendent, or his designee, shall issue a written decision after the conclusion of the hearing and mail or cause to be delivered said decision to the appellant within three (3) business days.

Should the prospective bidder be dissatisfied with the Superintendent's, or his designee's, written decision, the aggrieved bidder may appeal the same to the Board of Trustees. This is to be done by filing a written notice of appeal to the Director of Purchasing at the address noted above, setting forth the specific reasons, within five (5) calendar days of receipt of the decision of the Superintendent, or his designee. The Board of Trustees shall hold a hearing on the pre-qualification rating within three (3) weeks, or as soon thereafter as possible, of receipt of the notice of appeal. Pending the hearing before the Board of Trustees, the decision of the Superintendent, or his designee, shall remain in full force and effect. Should the decision of the Superintendent, or his designee, be reversed or revised by the Board of Trustees, the decision shall take effect as of the date of the Board of Trustees decision and shall not be retroactive. The decision of the Board of Trustees shall be final. Said decision shall be mailed or delivered to all parties.

It is the intention of the District that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

The District reserves the right to waive non-material irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a specific future public works project. The District also reserves the right to require, at its sole discretion, additional/supplemental materials for prequalification for specific projects based on factors, including but not limited to, the size or cost of the project or the specialized nature of the proposed facilities,

To the extent allowed by law, the information submitted by prospective bidders shall remain confidential except on appeals to the Board of Trustees where information used to decide the appeal will become public.

If you have any questions please contact Carolyn Schuster, Sequoia Union High School District via email at cschuster@seq.org

Contractor's General/Financial Information Sheet

1. Contractor's name as it appears on license:

_____.

2. Name of Contractor's Primary Contact (may receive confidential information)

_____.

3. Street Address (P.O. Box is not acceptable):

_____.

4. City/State/Zip Code:

_____.

5. Telephone: (_____) _____ Fax: _____

E-mail address _____ (pre-qual results will be sent to this address)

6. License classifications held in California: _____
Expiration Date(s): _____

7. Please attach your most current reviewed or year-end audited financial statement, which must have been prepared by a Certified Public Accountant, within twelve (12) months of each prospective bidder's submission of its pre-qualification package. Also, please provide your most current financial statement that must have been prepared within three (3) months of each prospective bidder's submission of its pre-qualification package.

8. Name of accounting firm and primary contact: _____

Address: _____

Telephone: _____

9. How many years have this accounting firm prepared financial statements for you? _____

Tax returns? _____

10. Banking information: Please complete the form attached titled "BANK INFORMATION FORM". This form must be fully executed and authorized signatures from the bank and the prospective bidder

BANK INFORMATION FORM

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PRE-QUALIFICATION PACKAGE

CUSTOMER

NAME:

FINANCIAL INSTITUTION NAME:

FINANCIAL INSTITUTION ADDRESS:

At the close of business on the date listed below, our records indicate the following deposit balances

DATE:		
ACCOUNT NAME/TYPE	ACCOUNT NUMER	AVERAGE BALANCE

We, the customer, are directly liable to the financial institution for a line of credit at the close of business on the date issued below.

DATE:					
ACCOUNT # / DESCRIPTION	TOTAL LINE OF CREDIT	BALANCE	INTEREST RATE	DUE DATE	DESCRIPTION OF COLLATERAL

Customer Authorized signature

Date

Title

The information presented above, by the customer, is in agreement with our records. Although we have not conducted a comprehensive detailed search of our records, no other deposit or loan accounts have come to our attention except as noted below.

Financial Institution Authorized signature

Date

Title

EXCEPTIONS AND/OR COMMENTS

PRE-QUALIFICATION QUESTIONNAIRE

PART 1 - ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 7 is “no.”

Contractor will be immediately disqualified if the answer to any of questions 8 through 13 is “yes.” If the answer to question 11 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor’s license for the project or projects for which it intends to submit a bid?
☐ Yes ☐ No
2. Contractor has a general liability insurance policy with a policy limit of at least **\$2,000,000 per occurrence and \$5,000,000 aggregate** with a California-admitted insurance company? Please note that insurance policy requirements maybe increased due to project size. Further, the certificate of insurance provided by Contractor in connection with any District project must name the Sequoia Union High School District, as well as its officers, employees, and other agents, as additional insureds.
☐ Yes ☐ No
3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 *et seq.*?
☐ Yes ☐ No ☐ Contractor is exempt from this requirement, because it has no employees
4. Have you attached your latest copy of a reviewed or audited financial statement, **completed within the past 12 months**, with accompanying notes and supplemental information **AND** your most current unaudited (internally prepared) financial statement that must have been prepared within three (3) months of submitting this pre-qualification package?
☐ Yes ☐ No

NOTE: An annual financial statement that is not either reviewed or audited is not acceptable.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California) which states your current single project and aggregate bonding capacity?
☐ Yes ☐ No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Have you attached your “Bank Information Form” with authorized signatures from your firm and bank?

☐ Yes ☐ No

7. Prospective bidder agrees to comply and enforce the applicable provisions of the Labor Code, Section 1720-1861 and SUHSD Labor Compliance requirements and will pay the proper prevailing wage for each craft

☐ Yes ☐ No

8. Has your firm registered and met all requirements using the California Department of Industrial Relations' online application as required pursuant to the public works contractor registration program set forth in Senate Bill 854?

☐ Yes ☐ No

9. Is your firm currently the debtor in a bankruptcy or receivership case?

☐ Yes ☐ No

10. Contractor's license has two (2) or more citations listed with in the past five (5) years.

☐ Yes ☐ No

11. Has any Contractors State License Board license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five (5) years?

☐ Yes ☐ No

12. Has a performance bond surety firm taken over or completed a project on your behalf, supervised the work of a project, or paid amounts to third parties for completion of a project related to your construction activities within the last five (5) years?

☐ Yes ☐ No

13. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes ☐ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

14. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☐ No

15. At any time during the last five years, has your firm or any of its owners or officers been convicted federal or state crime of fraud, theft or any other act of dishonesty?

☐ Yes ☐ No

16. Has your firm defaulted on a contract or been terminated for cause by any public agency on any project within California within the past five (5) years and, if so, and if the action by the public agency was challenged, was the finding of default and/or termination upheld by a court or an arbitrator?

☐ Yes ☐ No

17. At any time in the past five (5) years, has your firm been found by an awarding agency to not be a responsible bidder?

☐ Yes ☐ No

18. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” willful,” or “repeat” violations of its safety or health regulations in the past five (5) years?

☐ Yes ☐ No

NOTE: If you have filed an appeal of a citation and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

If “yes,” attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

**PART 2 - ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

1a. Date incorporated: _____

1b. Under the laws of what State: _____

1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation’s stock.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
 1b. Under the laws of what state: _____
 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
 1b. Social security number of company owner. _____
 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture. _____
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

- 1c. On a separate sheet provide all other pertinent information required in the sections above, for each corporation, partnership or sole-proprietorship that is a part of the Joint Venture.

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.
☐ Yes ☐ No
 If "yes," explain on a separate signed page.
3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.
☐ Yes ☐ No
 If "yes," explain on a separate signed page.
4. State your firm's gross revenues for each of the last three years:

5. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years
6. Was your firm in bankruptcy or receivership at any time during the last five (5) years?
☐ Yes ☐ No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case, if no discharge order was issued.

7. In the last five (5) years, has your firm requested to be released from a bid on any public agency contracts?

☐ Yes ☐ No

If “yes,” please attach a separate signed page that states the project name, the public agency, the date of your request, your reason for the request and the public agency’s response to the request.

8. In the last five (5) years, has your firm or anyone acting on your firm’s behalf, made any bid protests in connection with any public agency contracts?

☐ Yes ☐ No

If “yes,” please attach a separate signed page that states the project name, the public agency, the date of your bid protest, the reason for your protest, and the public agency’s response to your bid protest, including whether the public agency determined that the protest was meritorious.

Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

10. If any of your firm’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the Contractors State License Board (CSLB) records who meet(s) the experience and examination requirements for each license.

11. Has your firm changed names or license number in the past five years?

☐ Yes ☐ No

If “yes,” explain on a separate signed page, including the reason for the change.

12. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?

☐ Yes ☐ No

If “yes,” explain on a separate signed page, including the reason for the change.

Disputes

13. At any time in the last five years has your firm been assessed **or** paid any liquidated damages under a construction contract with either a public or private owner?

☐ Yes ☐ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project (if the project was completed), amount of liquidated damages assessed, amount of liquidated damages paid, and all other information necessary to fully explain the assessment of liquidated damages.

14. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☐ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

* * * * *

15. In the past five years has a project owner, general contractor, subcontractor, supplier, architect, or construction manager filed or made claim(s), including in court or in arbitration, against your firm concerning your firm's work on a construction project or payment for a contract?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

16. In the past five years has your firm filed or made any claim, including in court or in arbitration, against a project owner, general contractor, subcontractor, supplier, architect, or construction manager concerning work on a project or payment for a contract??

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

* * * * *

17. At any time during the last five (5) years, has your firm, either directly or through any prime contractor or subcontractor, ever made a claim against a public entity for delay damages (including acceleration, out of sequence work or extended home office overhead) for which you recovered less than twenty-five percent (25%) of the amount claimed?

☐ Yes ☐ No

If "yes," on a separate signed sheet of paper, identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim including the amount of the claim, and the amount recovered.

18. At any time during the past five years, has any surety company made any payments on your firm's behalf, to satisfy any claims made against a payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

19. In the past three years, have any subcontractors or suppliers filed any mechanics liens or stop notices for labor and/or materials with respect to any projects for which you served as a general contractor ?

☐ Yes ☐ No

If yes, explain on a separate signed sheet of paper, identify the project name, the date of the mechanics lien or stop notice, the name of the entity (or entities) submitting the mechanics lien or stop notice, a brief description of the nature of the claim resulting in the mechanics lien or stop notice (including the amount of the claim), and if the matter was resolved, the nature of the resolution.

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

21. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

If “yes,” identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Bonding

24. Provide the percentage that your firm is required to pay as a premium for a performance and payment bond. If your company’s premium is on a sliding scale please list percentages for project sizes as an attachment. If the percentage rate is greater than one percent you may provide an explanation, if you wish to do so. _____ %

25. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

26. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

27. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If “yes,” attach a separate signed page describing each citation.

28. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If “yes,” attach a separate signed page describing each citation.

29. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

30. List your firm’s Experience Modification Rate (EMR) (California Worker’s Compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers’ compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

31. Within the last five years has there ever been a period when your firm had employees but was without workers’ compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If “yes,” please explain the reason for the absence of workers’ compensation insurance on a separate signed page. If “No,” please provide a statement by your current workers’ compensation insurance carrier that verifies periods of workers’ compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers’ compensation insurance carrier verifying continuous workers’ compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

32. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with the **state’s** prevailing wage laws.

NOTE: This question refers only to your own firm’s violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

33. During the last five years, has there been any occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

34. A. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the Sequoia Union High School District.

And/or

35. B. If your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

36. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

☐ Yes ☐ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s)

PART 3. RECENT CONSTRUCTION PROJECTS COMPLETED

Applicable to 39A and 39B

Qualifying contractors be advised: Please provide all information requested, in the requested format. Failure to provide the requested information in the required format will be grounds for disqualifying a perspective proposer. Names and references must be current and verifiable. Further, while Contractors are required to provide references as set forth in this packet, the District retains the right, at its sole discretion, to interview references even if not provided by Contractors and to determine prequalification on the basis of input provided by such references.

Additional pages may be attached as necessary.

The District will make no more than three (3) attempts to contact each reference. If a response is not received within 14 calendar days the Contractor will receive a score of zero (0) for that particular reference.

39-A Contractor shall provide information about its five (5) most recently completed public works new building construction projects ranging from \$175K - \$10 million.

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name, current phone number, and email address):

Architect or Engineering firm: _____

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Inspector of Record (name and current phone #)

Description of Project, Scope of Work Performed:

Original Contract Value: _____

Total Value of Approved Change Orders: _____

If the change order value exceeds the original contract value but 10% or more, please attach a sheet explaining change orders causes.

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

39-B Contractor shall provide information about its five (5) most recently completed **public works modernization projects** within the last three years ranging from \$175K to \$10 million.

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name, current phone number, and email address):

Architect or Engineering firm: _____

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Inspector of Record (name and current phone #)

Description of Project, Scope of Work Performed:

Original Contract Value: _____

Total Value of Approved Change Orders: _____

If the change order value exceeds the original contract value but 10% or more, please attach a sheet explaining change orders causes.

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

The submitter of the foregoing answers to the questionnaire and financial statement has read the same and the matters stated therein are true of his or her own personal knowledge. The information is for the purpose of inducing the District to supply the submitter with plans and specifications, and any individual, company or other agency named therein is hereby authorized to supply the District with any information necessary to verify the statements. Submitter understands that any statement, which is proven to be false, shall be grounds for immediate exclusion of the named Contractor from the pre-qualification process. Should the foregoing statements at any time change or cease to be proper and true in any material respect, the named Contractor agrees that the Contractor must promptly update this questionnaire and/or financial statement and that Contractor shall not be prequalified until Contractor has done so and the District has determined that the Contractor is prequalified in light of the updated information. The submitter whose signature appears below has authority to bind the named Contractor. Submitter has provided evidence in a form and substance acceptable to the District (such as Power of Attorney) that the submitter whose signature appears below has authority to bind the named Contractor.

The undersigned hereby declares that all of the statements made in the pre-qualification questionnaire and financial statements are true and correct and are made under the penalty of perjury under the laws of the State of California.

Executed this _____ day of _____, 20____, at _____,
City of _____, County of _____, State of _____.

Signature

Typed Name

Title

Name of Contractor

Pre-Qualification Scoring Sheet - General Contractors

Contractor:

Application Received on:

Q#	Part 1 - General	Required to Pass	Contractor's Answer
1	Package is completed.	Yes	Yes
2	Authorized Signatory.	Yes	Yes
3	Financial Statement within 12 months.	Yes	Yes
4	Notarized letter from Surety Company including single & aggregate.	Yes	Yes
5	Contractor possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid?	Yes	Yes
6	Contractor has a liability insurance policy with a policy limit of at least \$2,000,000 per occurrence and \$5,000,000 aggregate with a California-admitted insurance company? Please note that insurance policy requirements may be increased due to project size.	Yes	Yes
7	Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.?	Yes	Yes
8	Contractor has attached its latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.	Yes	Yes
9	Contractor has attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California) which states Contractor's current single project and aggregate bonding capacity?	Yes	Yes
10	Contractor has attached a completed Bank Information Form with the appropriate Authorized Signatures?	Yes	Yes
11	Prospective bidder agrees to comply/enforce the applicable Provisions of the Labor Code, Section 1720- 1861 and Sequoia Union High School District Labor Compliance Program, and will pay the proper prevailing wage for each craft?	Yes	Yes
12	Has Contractor registered and met all requirements using the California Department of Industrial Relations' online application as required pursuant to the public works contractor registration program set forth in Senate Bill 854?	Yes	Yes
13	Is Contractor currently the debtor in a bankruptcy or receivership case?	No	No
14	Has Contractor's license had two (2) or more citations listed with in the past three (3) years?	No	No
15	Has any CSLB license held by Contractor firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?	No	No
16	Has a performance bond surety firm taken over or completed a project on Contractor's behalf, supervised the work of a project, or paid amounts to third parties for completion of a project related to Contractor's construction activities within the last five (5) years?	No	No
17	At the time of submitting this pre-qualification form, is Contractor ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?	No	No

Final Prequal Package Q#	Prequal Package Q#
Admin	Admin
Admin	Admin
Admin	Admin
Admin	Admin
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	16
9	P2-6
10	8
11	P2-15
12	10
13	11

18	At any time during the last five years, has Contractor or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?	No	No
19	At any time during the last five years, has Contractor or any of its owners or officers been convicted federal or state crime of fraud, theft or any other act of dishonesty?	No	No
20	Has Contractor defaulted on a contract or been terminated for cause by any public agency on any project within California within the past five (5) years and, if so, and if the action by the public agency was challenged, was the finding of default and/or termination upheld by a court or an arbitrator?	No	No
21	At any time in the past five (5) years, has Contractor been found by an awarding agency to not be a responsible bidder?	No	No
22	Has CAL OSHA cited and assessed penalties against Contractor for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years? NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.	No	No
23	At any time in the last five years has Contractor been assessed or paid any liquidated damages under a construction contract with either a public or private owner?	No	No
24	Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity? [No = 5 points, Yes = -5 points]	No	No
25	Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction? [No = 5 points, Yes = -5 points]	No	No
26	Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty? [No = 5 points, Yes = -5 points]	No	No

14	12
15	P2-13
16	14
17	15
18	30
P2-14	P2-16
P2-22	24
P2-23	25
P2-24	26

(Pass=100%)	PASS	FAIL	PASS
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Q#	Part 2 A/B - History of Business	Pts. Available	Score
1	How many years has Contractor been in business in California as a contractor under its present business name and license number? [3 years = 2 points, 4 years = 3 points, 5 years = 4 points, 6 or more = 5 points]	5	5
2	Has Contractor been in bankruptcy or receivership at any time during the last five years? (This question refers only to an action that was not described in answer to question 2, above) [No = 5 points, Yes = 0 points]	5	5
3	In the last five (5) years, has your firm requested to be released from a bid on any public agency contracts? [No = 5 points, Yes = 0 points]	5	5
4	In the last five (5) years, has your firm or anyone acting on your firm's behalf, made any bid protests in connection with any public agency contracts? [No = 5 points, Yes = 0 points]	5	5
5	In the last five years has Contractor firm, or any firm with which any of Contractor's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason? NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form. [No = 5 points, Yes = 0 points]	5	5
6	In the past five years has a project owner, general contractor, architect, or construction manager filed or made claims(s), including in court or in arbitration, against Contractor concerning your firm's work on a construction project been filed in court or arbitration? [No = 5 points, 1 such instance = 0 points, more than 1 such instance = -5 points]	5	5
7	In the past five years has Contractor filed or made any claim, including in court or in arbitration, against a project owner, general contractor, architect, or construction manager, concerning work on a project or payment for a contract? [No = 5 points, 1 such instance = 0 points, more than 1 such instance = -5 points]	5	5
8	At any time during the last five (5) years, has your firm, either directly or through any prime contractor or subcontractor, ever made a claim against a public entity for delay damages (including acceleration, out of sequence work or extended home office overhead) for which you recovered less than twenty-five percent (25%) of the amount claimed? [No = 5 points, 1 such instance = -5 points]	5	5
9	At any time during the past five years, has any surety company made any payments on Contractor's behalf to satisfy any claims made against a performance or payment bond issued on Contractor's behalf, in connection with a construction project, either public or private? [No = 5 points, Yes indicating 1 such instance = 3 points, Yes indicating 2 such instances = 0 points, Yes indicating 3 or more such instances = -3 points]	5	5
10	In the past three years, have any subcontractors or suppliers filed any mechanics liens or stop notices for labor and/or materials with respect to any projects for which you served as a general contractor? [No = 5 points, Yes = 0 points]	5	5
11	In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? [No = 5 points, Yes = 0 points]	5	5

1	1
6	7
7	9
8	10
15	17
15	18
16	19
17	20
18	21
19	22
20	23

12	If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so. [rate less than 1% = 5 points, rate less than 1.10% = 3 points, rate exceeding 1.10% = 0 points]	5	5
13	During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required? [No = 5 points, Yes = 0 points]	5	5
		65	65

24 27

26 29

(Pass = 80%)	Result:	PASS	FAIL	PASS
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Q#	Part 2C - Safety Compliance	Pts. Available	Score
1	Has the federal Occupational Safety and Health Administration cited and assessed penalties against Contractor in the past five years? NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation. [No = 5 points, Yes indicating 1 such instance = 3 points, Yes indicating 2 such instances = 0 points]	5	5
2	Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either Contractor or the owner of a project on which the firm was the contractor, in the past five years? NOTE: If Contractor has filed an appeal of a citation and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, Contractor need not include information about the citation. [No = 5 points, Yes indicating 1 such instance = 3 points, Yes indicating 2 such instances = 0 points]	5	5
3	How often does Contractor require documented safety meetings to be held for construction employees and field supervisors during the course of a project? [Once a week or more often = 3 points, Less frequently than weekly = 0 points]	3	3
4	List Contractor's Experience Modification Rate (EMR) (California Worker's Compensation insurance) for each of the past three premium years: NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier. [3-year average is .95 or less = 5 points, 3-year average is more than .95 but less than 1 = 3 points, 3-year average is more than 1 but less than 1.20 = 0 points, 3-year average is greater than 1.20 = -3 points]	5	5
5	Within the last five years has there ever been a period when Contractor had employees but was without workers' compensation insurance or state-approved self-insurance? [No = 5 points, Yes = 0 points]	5	5
6	Has there been more than one occasion during the last five years in which Contractor was required to pay either back wages or penalties for Contractor's failure to comply with the state's prevailing wage laws. [No = 5 points, Yes = -5 points]	5	5
7	During the last five years, has there been more than one occasion in which Contractor has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements? [No = 5 points, Yes = -5 points]	5	5

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33 37

8	A. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the Sequoia Union High School District. And/or B. If your firm operates its own State-approved apprenticeship program: (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year. (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s). (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm. [One (1) or more approved apprenticeship program(s) listed AND/OR one (1) or more persons completed and approved apprenticeship program while employed by your firm = 5 points. Any other answer = 0 points.]	5	5
9	At any time during the last five years, has Contractor been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works? [No = 5 points, Yes = 0 points]	5	5
		43	43

34,35 38

36 40

(Pass = 80%)	Result:	PASS	FAIL	PASS
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EXHIBIT B-1

**SEQUOIA UNION HIGH SCHOOL DISTRICT
480 JAMES AVENUE, REDWOOD CITY, CA 94062**

**CONTRACTOR'S PRE-QUALIFICATION FOR
NEW CONSTRUCTION AND MODERNIZATION PROJECTS
OF
THE SEQUOIA UNION HIGH SCHOOL DISTRICT
2015
MECHANICAL CONTRACTORS
ELECTRICAL CONTRACTORS
PLUMBING CONTRACTORS**

As a condition of bidding on the above-referenced Projects and in accordance with the provisions of California Public Contract Code sections 20111.5 and 20111.6, prospective bidders are required to submit to the District, no later than _____, by _____ a.m., a completed pre-qualification package on forms supplied by the Sequoia Union High School District ("District") and a financial statement as specified herein. The value of individual bid packages may vary from, but are not limited to, \$175,000 to \$30 million.

1. REQUEST FOR PRE-QUALIFICATION OF BIDDERS

The District requires from all prospective bidders answers to all questions contained in a standard form pre-qualification questionnaire, and a detailed financial statement. The pre-qualification questionnaire requests detailed information, including background, experience, financial ability and references in performing public works projects.

For projects for which the District uses funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 or any funds from any future state school bond for a public project that involves projected expenditure of one million dollars (\$1,000,000) or more, the project shall meet the prequalification criteria set forth in section 20111.6 of the California Public Contract Code, including that no bid shall be accepted from any person required to prequalify to bid on any such project unless the person has submitted the prequalification form at least ten business days prior to the date fixed for the public opening of sealed bids and the person has been prequalified for at least five business days prior to that date. Because the District cannot guarantee that prequalification can be accomplished on these time lines in every case, potential bidders are encouraged to prequalify as early as possible prior to a project's bid opening.

These documents will be the basis of rating bidders. All questions must be answered. If a question is not applicable, then indicate a response of "N/A". "You" or "Yours" as used herein refers to the prospective bidders' firm and any of its owners, officers, principals and qualifying individuals.

If additional sheets are required for any of the responses, please attach additional sheets of paper signed by the owner, officer, principal and/or qualifying individual. Failure to provide any information requested may result in a reduced rating or disqualification from bidding on any project subject to the district's pre-qualification policy. Any false statement will result in the immediate disqualification from bidding on all District Projects.

Each prospective bidder shall have a duly authorized owner, officer or principal complete the questionnaire and verify the truth of the information provided therein and in the financial statement.

Each prospective bidder must submit its most current reviewed or year-end audited financial statements, which must have been prepared by a Certified Public Accountant within twelve (12) months of each prospective bidder's submission of its pre-qualification package. Each prospective bidder must also provide its most current financial statement, which must have been prepared within three (3) months of each prospective bidder's submission of its pre-qualification package.

Each prospective bidder's reviewed or audited financial statements shall not be made by any individual who is in the regular employ of the Contractor submitting the statement, nor by any individual who has more than a ten percent (10%) financial interest in the Contractor's business.

Each prospective bidder must complete the "Bank Information Form", which is included in this package. This form must be fully executed and submitted with the prequalification package.

2. SUBMISSION OF COMPLETED STATEMENTS

The completed pre-qualification questionnaire and financial statements and supporting documents must be submitted on or before _____.

DELIVERY METHODS

Pre-Qualification Packages must be submitted by either:

A. Electronic Submission

To submit your Pre-Qualification Package electronically, you must send your contact information (name, company name, email address, and phone number) to: Sheldon Chavan at Chavan and Associates LLP at info@cnallp.com. Chavan and Associates LLP will create an account and password for you. You will then be able to access the fileshare, download the application, and then upload the completed application.

B. Hardcopy submission

Applications are available on the District's website, www.seq.org/purchasing. One copy of the completed pre-qualification questionnaires and financial statements should be marked **CONFIDENTIAL "Pre-Qualification Package"** and mailed to: Sequoia Union High School District, Attn: Carolyn Schuster, Director of Purchasing, 480 James Avenue, Redwood City, CA 94062.

Facsimile and emailed copies will NOT be accepted.

Bids on District projects will not be accepted from contractors that did not timely submit a completed pre-qualification questionnaire and financial statements to the District.

3. STANDARD OF REVIEW

An Independent Accounting Firm, using a uniform system of rating bidders will review questionnaires. Bidders will be classified into ranges of project value that they will be qualified to bid on.

4. NOTIFICATION OF PRE-QUALIFICATION RESULTS

Prospective bidders will be notified of their pre-qualification rating.

In the event that the prospective bidder is unable to obtain a bond in the time and form prescribed by the District, the prospective bidder shall be suspended from the qualified Contractor's list and not be allowed to bid on District projects until proof of bondability is provided.

5. APPEAL PROCESS

Should a prospective bidder not agree with the decision of the review committee, that prospective bidder may appeal the decision to the Superintendent, or his designee. The appeal must consist of a written request to the Director of Purchasing at SUHSD, 480 James Avenue, Redwood City, CA 94062, setting forth the

specific reasons for the appeal and must be received by the District, by certified mail, within seven (7) calendar days of the receipt of pre-qualification rating, by certified mail. The Superintendent, or his designee, shall consider the appeal within three (3) business days of the filing of the notice of appeal and allow the prospective bidder an opportunity to be heard on the rating. The appellant and the district may present evidence, testimony and information relevant to the rating. The Superintendent, or his designee, shall issue a written decision after the conclusion of the hearing and mail or cause to be delivered said decision to the appellant within three (3) business days.

Should the prospective bidder be dissatisfied with the Superintendent's, or his designee's, written decision, the aggrieved bidder may appeal the same to the Board of Trustees. This is to be done by filing a written notice of appeal to the Director of Purchasing at the address noted above, setting forth the specific reasons, within five (5) calendar days of receipt of the decision of the Superintendent, or his designee. The Board of Trustees shall hold a hearing on the pre-qualification rating within three (3) weeks, or as soon thereafter as possible, of receipt of the notice of appeal. Pending the hearing before the Board of Trustees, the decision of the Superintendent, or his designee, shall remain in full force and effect. Should the decision of the Superintendent, or his designee, be reversed or revised by the Board of Trustees, the decision shall take effect as of the date of the Board of Trustees decision and shall not be retroactive. The decision of the board of Trustees shall be final. Said decision shall be mailed or delivered to all parties.

It is the intention of the District that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

The District reserves the right to waive non-material irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a specific future public works project. The District also reserves the right to require, at its sole discretion, additional/supplemental materials for prequalification for specific projects based on factors, including but not limited to, the size or cost of the project or the specialized nature of the proposed facilities.

To the extent allowed by law, the information submitted by prospective bidders shall remain confidential except on appeals to the Board of Trustees where information used to decide the appeal will become public.

If you have any questions, please contact Carolyn Schuster, Director of Purchasing, via email at cschuster@seq.org.

Contractor's General/Financial Information Sheet

1. Contractor's name as it appears on license:

2. Name of Contractor's Primary Contact (may receive confidential information)

3. Street Address (P.O. Box is not acceptable):

4. City/State/Zip Code:

5. Telephone: (_____) _____ Fax: _____

E-mail address _____ (pre-qual results will be sent to this address)

6. License classifications held in California: _____

Expiration Date(s): _____

7. Please attach your most current reviewed, or year-end audited financial statements, which must have been prepared by a Certified Public Accountant, within twelve (12) months of each prospective bidder's submission of its pre-qualification package. Also, please provide your most current financial statement that must have been prepared within three (3) months of each prospective bidder's submission of its pre-qualification package.

8. Name of accounting firm and primary contact: _____

Address: _____

Telephone: _____

9. How many years have this accounting firm prepared financial statements for you? _____

Tax returns? _____

10. Banking information: Please complete the form attached titled "BANK INFORMATION FORM". This form must be fully executed and authorized signatures from the bank and the prospective bidder

BANK INFORMATION FORM

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PRE-QUALIFICATION PACKAGE

CUSTOMER

NAME:

FINANCIAL INSTITUTION NAME:

FINANCIAL INSTITUTION

ADDRESS:

At the close of business on the date listed below, our records indicate the following deposit balances

DATE:		
ACCOUNT NAME/TYPE	ACCOUNT NUMBER	AVERAGE BALANCE

We, the customer, are directly liable to the financial institution for a line of credit at the close of business on the date issued below.

DATE:					
ACCOUNT # / DESCRIPTION	TOTAL LINE OF CREDIT	BALANCE	INTEREST RATE	DUE DATE	DESCRIPTION OF COLLATERAL

Customer Authorized signature

Date

Title

The information presented above, by the customer, is in agreement with our records. Although we have not conducted a comprehensive detailed search of our records, no other deposit or loan accounts have come to our attention except as noted below.

Financial Institution Authorized signature

Date

Title

EXCEPTIONS AND/OR COMMENTS

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PRE-QUALIFICATION QUESTIONNAIRE

PART 1 - ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 7 is “no.”

Contractor will be immediately disqualified if the answer to any of questions 8 through 13 is “yes.” If the answer to question 11 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor’s license for the project or projects for which it intends to submit a bid?
☐ Yes ☐ No
2. Contractor has a general liability insurance policy with a policy limit of at least **\$2,000,000 per occurrence and \$5,000,000 aggregate** with a California-admitted insurance company? Please note that insurance policy requirements maybe increased due to project size. Further, the certificate of insurance provided by Contractor in connection with any District project must name the Sequoia Union High School District, as well as its officers, employees, and other agents, as additional insureds.
☐ Yes ☐ No
3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700, *et seq.*?
☐ Yes ☐ No ☐ Contractor is exempt from this requirement, because it has no employees
4. Have you attached your latest copy of a reviewed or audited financial statement, **completed within the past 12 months**, with accompanying notes and supplemental information **AND** your most current unaudited (internally prepared) financial statement that must have been prepared within three (3) months of submitting this pre-qualification package?
☐ Yes ☐ No

NOTE: An annual financial statement that is not either reviewed or audited is not acceptable.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California) which states your current single project and aggregate bonding capacity?
☐ Yes ☐ No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Have you attached your "Bank Information Form" with authorized signatures from your firm and bank?
☐ Yes ☐ No
7. Prospective bidder agrees to comply and enforce the applicable provisions of the Labor Code, Section 1720-1861 and SUHSD Labor Compliance requirements and will pay the proper prevailing wage for each craft
☐ Yes ☐ No
8. Has your firm registered and met all requirements using the California Department of Industrial Relations' online application as required pursuant to the public works contractor registration program set forth in Senate Bill 854?
☐ Yes ☐ No
9. Is your firm currently the debtor in a bankruptcy or receivership case?
☐ Yes ☐ No
10. Contractor's license has two (2) or more citations listed with in the past three (3) years.
☐ Yes ☐ No
11. Has your contractor's license been revoked or suspended at any time in the last five years?
☐ Yes ☐ No
12. Has a performance bond surety firm taken over or completed a project on your behalf, supervised the work of a project, or paid amounts to third parties for completion of a project related to your construction activities within the last five (5) years?
☐ Yes ☐ No
13. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
☐ Yes ☐ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

14. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
☐ Yes ☐ No

15. At any time during the last five years, has your firm or any of its owners or officers been convicted federal or state crime of fraud, theft or any other act of dishonesty?

☐ Yes ☐ No

16. Has your firm defaulted on a contract or been terminated for cause by any public agency on any project within California within the past five (5) years and, if so, and if the action by the public agency was challenged, was the finding of default and/or termination upheld by a court or an arbitrator?

☐ Yes ☐ No

17. At any time in the past five (5) years, has your firm been found by an awarding agency to not be a responsible bidder?

☐ Yes ☐ No

PART 2 ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
- 1b. Social security number of company owner. _____
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture. _____
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

- 1c. On a separate sheet provide all other pertinent information required in the sections above, for each corporation, partnership or sole-proprietorship that is a part of the Joint Venture.

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.
☐ Yes ☐ No
 If "yes," explain on a separate signed page.
3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.
☐ Yes ☐ No

If “yes,” explain on a separate signed page.

4. State your firm’s gross revenues for each of the last three years:

5. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years

6. Was your firm in bankruptcy or receivership at any time during the last five years? (This question refers only to an action that was not described in answer to question 6, above)

☐ Yes ☐ No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case, if no discharge order was issued.

7. In the last five (5) years, has your firm requested to be released from a bid on any public agency contracts?

☐ Yes ☐ No

If “yes,” please attach a separate signed page that states the project name, the public agency, the date of your request, your reason for the request and the public agency’s response to the request.

8. In the last five (5) years, has your firm or anyone acting on your firm’s behalf, made any bid protests in connection with any public agency contracts?

☐ Yes ☐ No

If “yes,” please attach a separate signed page that states the project name, the public agency, the date of your bid protest, the reason for your protest, and the public agency’s response to your bid protest, including whether the public agency determined that the protest was meritorious.

Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

10. If any of your firm’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the Contractors State License Board (CSLB) records who meet(s) the experience and examination requirements for each license.

11. Has your firm changed names or license number in the past five years?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

12. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

☐ Yes ☐ No

If "yes," please explain on a separate signed sheet.

Disputes

14. At any time in the last five years has your firm been assessed **or** paid any liquidated damages under a construction contract with either a public or private owner?

☐ Yes ☐ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project (if the project was completed), amount of liquidated damages assessed, amount of liquidated damages paid, and all other information necessary to fully explain the assessment of liquidated damages.

15. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☐ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

* * * * *

16. In the past five years has a project owner, general contractor, subcontractor, supplier, architect, or construction manager filed or made claims, including in court or in arbitration, against your firm concerning your firm's work on a construction project or payment for a contract?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

17. In the past five years has your firm filed or made any claim, including in court or in arbitration, against a project owner, general contractor, subcontractor, supplier, architect, or construction manager concerning work on a project or payment for a contract?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

18. At any time during the last five (5) years, has your firm, either directly or through any prime contractor or subcontractor, ever made a claim against a public entity for delay damages (including acceleration, out of sequence work or extended home office overhead) for which you recovered less than twenty-five percent (25%) of the amount claimed?

☐ Yes ☐ No

If "yes," on a separate signed sheet of paper, identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim including the amount of the claim, and the amount recovered.

* * * * *

19. At any time during the past five years, has any surety company made any payments on your firm's behalf to satisfy any claims made against a payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. In the past three years, have any subcontractors or suppliers filed any mechanics liens or stop notices for labor and/or materials with respect to any projects for which you served as a general contractor?

☐ Yes ☐ No

If yes, explain on a separate signed sheet of paper, identify the project name, the date of the mechanics lien or stop notice, the name of the entity (or entities) submitting the mechanics lien or stop notice, a brief description of the nature of the claim resulting in the mechanics lien or stop notice (including the amount of the claim), and if the matter was resolved, the nature of the resolution.

21. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

22. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

23. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☐ No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

24. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

If “yes,” identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Bonding

25. Provide the percentage that your firm is required to pay as a premium for a performance and payment bond. If your company’s premium is on a sliding scale please list percentages for project sizes as an attachment. If the percentage rate is greater than one percent you may provide an explanation, if you wish to do so. _____ %

26. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

27. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

28. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If “yes,” attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

29. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If “yes,” attach a separate signed page describing each citation.

30. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If “yes,” attach a separate signed page describing each citation.

31. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

32. List your firm’s Experience Modification Rate (EMR) (California Worker’s Compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers’ compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

33. Within the last five years has there ever been a period when your firm had employees but was without workers’ compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If “yes,” please explain the reason for the absence of workers’ compensation insurance on a separate signed page. If “No,” please provide a statement by your current workers’ compensation insurance

carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

34. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws.

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

35. During the last five years, has there been any occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

36. A. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the Sequoia Union High School District.

And/or

37. B. If your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).

- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

38. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

☐ Yes ☐ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s)

PART 3. RECENT CONSTRUCTION PROJECTS COMPLETED

Applicable to 39A and 39B

Qualifying contractors be advised: Please provide all information requested, in the requested format. Failure to provide the requested information in the required format will be grounds for disqualifying a perspective proposer. Names and references must be current and verifiable. Further, while Contractors are required to provide references as set forth in this packet, the District retains the right, at its sole discretion, to interview references even if not provided by Contractors and to determine prequalification on the basis of input provided by such references.

Additional pages may be attached as necessary.

The District will make no more than three (3) attempts to contact each reference. If a response is not received within 14 calendar days the Contractor will receive a score of zero (0) for that particular reference.

39-A Contractor shall provide information about its three (3) most recently completed **public works new building construction projects** ranging from \$175K - \$10 million.

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name, current phone number, and email address):

Architect or Engineering firm: _____

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Inspector of Record (name and current phone #)

Description of Project, Scope of Work Performed:

Original Contract Value: _____

Total Value of Approved Change Orders: _____

If the change order value exceeds the original contract value but 10% or more, please attach a sheet explaining change orders causes.

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

- 39-B Contractor shall provide information about its five (5) most recently completed **public works modernization projects** within the last three years ranging from \$175K to \$10 million.

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name, current phone number, and email address):

Architect or Engineering firm: _____

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Inspector of Record (name and current phone #)

Description of Project, Scope of Work Performed:

Original Contract Value: _____

Total Value of Approved Change Orders: _____

If the change order value exceeds the original contract value but 10% or more, please attach a sheet explaining change orders causes.

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

The submitter of the foregoing answers to the questionnaire and financial statement has read the same and the matters stated therein are true of his or her own personal knowledge. The information is for the purpose of inducing the District to supply the submitter with plans and specifications, and any individual, company or other agency named therein is hereby authorized to supply the District with any information necessary to verify the statements. Submitter understands that any statement, which is proven to be false, shall be grounds for immediate exclusion of the named Contractor from the pre-qualification process. Should the foregoing statements at any time change or cease to be proper and true in any material respect, the named Contractor agrees that the Contractor must promptly update this questionnaire and/or financial statement and that Contractor will not be prequalified until Contractor has done so and the District has determined that the Contractor is prequalified in light of the updated information. The submitter whose signature appears below has authority to bind the named Contractor. Submitter has provided evidence in a form and substance acceptable to the District (such as Power of Attorney) that the submitter whose signature appears below has authority to bind the named Contractor.

The undersigned hereby declares that all of the statements made in the pre-qualification questionnaire and financial statements are true and correct and are made under the penalty of perjury under the laws of the State of California.

Executed this _____ day of _____, 20____, at _____, City of _____
County of _____, State of _____.

Signature

Typed Name

Title

Name of Contractor

Pre-Qualification Scoring Sheet - C-20 Mechanical/C-10 Electrical/C-36 Plumbing Contractors

Contractor:

Application Received on:

Q#	Part 1 - General	Required to Pass	Contractor's Answer
1	Package is completed.	Yes	Yes
2	Authorized Signatory.	Yes	Yes
3	Financial Statement within 12 months.	Yes	Yes
4	Notarized letter from Surety Company including single & aggregate.	Yes	Yes
5	Contractor possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid?	Yes	Yes
6	Contractor has a liability insurance policy with a policy limit of at least \$2,000,000 per occurrence and \$5,000,000 aggregate? Please note that insurance policy limits maybe increased due to project size.	Yes	Yes
7	Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.?	Yes	Yes
8	Contractor has attached its latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.	Yes	Yes
9	Contractor has attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California) which states Contractor's current single project and aggregate bonding capacity?	Yes	Yes
10	Contractor has attached a completed Bank Information Form with the appropriate Authorized Signatures?	Yes	Yes
11	Prospective bidder agrees to comply/enforce the applicable Provisions of the Labor Code, Section 1720- 1861 and Sequoia Union High School District Labor Compliance Program, and will pay the proper prevailing wage for each craft?	Yes	Yes
12	Has Contractor registered and met all requirements using the California Department of Industrial Relations' online application as required pursuant to the public works contractor registration program set forth in Senate Bill 854?	Yes	Yes
13	Is Contractor currently the debtor in a bankruptcy or receivership case?	No	No
14	Has Contractor's license had two (2) or more citations listed with in the past three (3) years?	No	No
15	Has any CSLB license held by Contractor firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?	No	No
16	Has a performance bond surety firm taken over or completed a project on Contractor's behalf, supervised the work of a project, or paid amounts to third parties for completion of a project related to Contractor's construction activities within the last five (5) years?	No	No
17	At the time of submitting this pre-qualification form, is Contractor ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?	No	No

Final Prequal
Package Q#

Admin
Admin
Admin
Admin

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18	At any time during the last five years, has Contractor or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?	No	No
19	At any time during the last five years, has Contractor or any of its owners or officers been convicted federal or state crime of fraud, theft or any other act of dishonesty?	No	No
20	Has Contractor defaulted on a contract or been terminated for cause by any public agency on any project within California within the past five (5) years and, if so, and if the action by the public agency was challenged, was the finding of default and/or termination upheld by a court or an arbitrator?	No	No
21	At any time in the past five (5) years, has Contractor been found by an awarding agency to not be a responsible bidder?	No	No
22	Has CAL OSHA cited and assessed penalties against Contractor for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years? NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.	No	No
23	At any time in the last five years has Contractor been assessed or paid any liquidated damages under a construction contract with either a public or private owner?	No	No
24	Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity? [No = 5 points, Yes = -5 points]	No	No
25	Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction? [No = 5 points, Yes = -5 points]	No	No
26	Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty? [No = 5 points, Yes = -5 points]	No	No

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P2-28

P2-14

P2-22

P2-23

P2-24

(Pass=100%)	PASS	FAIL	PASS
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Q#	Part 2 A/B - History of Business	Pts. Available	Score
1	How many years has Contractor been in business in California as a contractor under its present business name and license number? [3 years = 2 points, 4 years = 3 points, 5 years = 4 points, 6 or more = 5 points]	5	5
2	Has Contractor been in bankruptcy or receivership at any time during the last five years? (This question refers only to an action that was not described in answer to question 2, above) [No = 5 points, Yes = 0 points]	5	5
3	In the last five (5) years, has your firm requested to be released from a bid on any public agency contracts? [No = 5 points, Yes = 0 points]	5	5
4	In the last five (5) years, has your firm or anyone acting on your firm's behalf, made any bid protests in connection with any public agency contracts? [No = 5 points, Yes = 0 points]	5	5
5	In the last five years has Contractor firm, or any firm with which any of Contractor's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason? NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form. [No = 5 points, Yes = 0 points]	5	5
6	In the past five years has a project owner, general contractor, architect, or construction manager filed or made claims(s), including in court or in arbitration, against Contractor concerning your firm's work on a construction project been filed in court or arbitration? [No = 5 points, 1 such instance = 0 points, more than 1 such instance = -5 points]	5	5
7	In the past five years has Contractor filed or made any claim, including in court or in arbitration, against a project owner, general contractor, architect, or construction manager, concerning work on a project or payment for a contract? [No = 5 points, 1 such instance = 0 points, more than 1 such instance = -5 points]	5	5
8	At any time during the past five years, has any surety company made any payments on Contractor's behalf to satisfy any claims made against a performance or payment bond issued on Contractor's behalf, in connection with a construction project, either public or private? [No = 5 points, Yes indicating 1 such instance = 3 points, Yes indicating 2 such instances = 0 points, Yes indicating 3 or more such instances = -3 points]	5	5
9	In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? [No = 5 points, Yes = 0 points]	5	5
10	If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so. [rate less than 1% = 5 points, rate less than 1.10% = 3 points, rate exceeding 1.10% = 0 points]	5	5

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11	During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required? [No = 5 points, Yes = 0 points]	5	5
		55	55

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(Pass = 80%)	Result:	PASS	FAIL	PASS
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Q#	Part 2C - Safety Compliance	Pts. Available	Score
1	Has the federal Occupational Safety and Health Administration cited and assessed penalties against Contractor in the past five years? NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation. [No = 5 points, Yes indicating 1 such instance = 3 points, Yes indicating 2 such instances = 0 points]	5	5
2	Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either Contractor or the owner of a project on which the firm was the contractor, in the past five years? NOTE: If Contractor has filed an appeal of a citation and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, Contractor need not include information about the citation. [No = 5 points, Yes indicating 1 such instance = 3 points, Yes indicating 2 such instances = 0 points]	5	5
3	How often does Contractor require documented safety meetings to be held for construction employees and field supervisors during the course of a project? [Once a week or more often = 3 points, Less frequently than weekly = 0 points]	3	3
4	List Contractor's Experience Modification Rate (EMR) (California Worker's Compensation insurance) for each of the past three premium years: NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier. [3-year average is .95 or less = 5 points, 3-year average is more than .95 but less than 1 = 3 points, 3-year average is more than 1 but less than 1.20 = 0 points, 3-year average is greater than 1.20 = -3 points]	5	5
5	Within the last five years has there ever been a period when Contractor had employees but was without workers' compensation insurance or state-approved self-insurance? [No = 5 points, Yes = 0 points]	5	5
6	Has there been more than one occasion during the last five years in which Contractor was required to pay either back wages or penalties for Contractor's failure to comply with the state's prevailing wage laws. [No = 5 points, Yes = -5 points]	5	5
7	During the last five years, has there been more than one occasion in which Contractor has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements? [No = 5 points, Yes = -5 points]	5	5

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8	A. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the Sequoia Union High School District. And/or B. If your firm operates its own State-approved apprenticeship program: (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year. (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s). (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm. [One (1) or more approved apprenticeship program(s) listed AND/OR one (1) or more persons completed and approved apprenticeship program while employed by your firm = 5 points. Any other answer = 0 points.]	5	5
9	At any time during the last five years, has Contractor been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works? [No = 5 points, Yes = 0 points]	5	5
		43	43

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(Pass = 80%)	Result:	PASS	FAIL	PASS
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Spring Semester 2014 Sabbatical Report

Laura Larkin

Initially I proposed two parts to my sabbatical - a college course in statistics for personal and professional growth and meeting with other IB schools around the United States and other countries to discuss changes to math courses as well as issues relating to Common Core and the IB methodology and support for underrepresented students. As it turns out, I was able to add a third component to my sabbatical; chaperoning the Sequoia robotics team, FTC 4475 Purple Reign, to the World Championship in St. Louis.

Mentoring Sequoia Roboics

I will briefly touch on the third unintended and unexpected component. Clearly, I would have fundraised and taken the team to the FIRST World Championship in St. Louis had I been in the classroom. However, having the flexibility and time to assist with preparations, financing, travel regulations, registration and more was a luxury. If I had been teaching full-time, the entire experience would have been very stressful. The week we were in St. Louis, I very much appreciated that I had not had to create lesson plans and there was not a week's worth of assessments to score and record upon return. I am positive that all 10 students who joined the 10,000 roboticians in St. Louis will always remember this experience. In addition to competing with teams from around the globe (India, Mexico, Australia, Russia to name a few), visiting "Scholarship Row", visiting vendors and sponsors booths, we were able to take in some of the sights including a ballgame, the very cool City Museum, the St. Louis Arch and general camaraderie. For one student, this was his first time on a plane. We represented our school and district with pride.





Personal Growth - College Statistics Class

For my personal growth project, I enrolled in and successfully completed the online Cañada college course, Math 200 Statistics. My math background includes a masters degree in mechanical engineering

with much emphasis on advanced calculus. My formal background in statistics was not quite as strong and I was looking to further increase my understanding. It turns out that I learned as much about the drawbacks and benefits of online courses as I did about advanced statistics. Like most all teachers, I enjoy being a student and learning new concepts and with the Common Core emphasis on statistics beginning in middle school, this was the perfect course to deepen my understanding and let students know what is covered at the next level. Additionally, several students each year elect to take this college course and now I can accurately describe the expectations. I also experienced first-hand the support available for students at our local community college. There is a lot of additional support for any student willing to make the effort. I attended the statistics tutoring twice with specific questions. The statistics only tutor was available two hours per day at varying times so that there was some time that should fit anyone's schedule. Both times I attended there are fewer than 10 people and I was able to get individual attention in a group setting where we all learned from each others' questions. Although my sample size was very small, I did get some insight into the students taking this course and their motivation and mathematical ability. Several were taking the course as the final requirement to transfer into a nursing program. The students at tutorial were highly motivated. A few of the questions asked by the students showed below high school grade level understanding. Many students struggled with the course and while they were able to compute the answers enough to pass, many did not fully understand the implications of the statistics. The online component was quite interesting. I found the online homework great for instant assessment of my understanding but the online textbook cumbersome (perhaps my age showing?). As it turned out, many students printed out the chapters of the book. I "rented" a hardcopy for \$1 for the semester and when I requested if I could purchase the book, the cashiers at the bookstore had to go find a manager. In the end, they coded it as if I "lost" the book. The fee was \$35.

The online course required three proctored tests which needed to be taken at the Cañada Learning Center. There were 2 days for each test and you could come in at any time. Students are allowed an entire page of notes and a graphing calculator. Personal effects including phones, purses, backpacks are left at the desk and there is a designated space for test taking. I signed in and out along with time in and out. The professor was very accommodating as I was out of town for both of the first 2 tests and took each one a week early (meaning he had to get the materials to the Learning Center earlier than planned). I was surprised by the rather lax security around the test. At school, we always make sure to have students clear their calculators (or I do it prior) as it is easy to place notes onto a graphing calculator. The course also had a statistical data project along the way which was in many ways similar to the Internal Assessment required for the IB Math Studies course.

Taking the course online definitely requires persistence, motivation, and time management. For me, there is some anxiety in being sure I am keeping up with the calendar since there are no reminders regarding submission of homework, quizzes, and projects. As there is interest to do more online in high school, this experience was very applicable.

My transcript is included in Appendix B

Visiting IB Schools - Best Practices, Changes to Math Curriculum, Common Core, Similarities & Differences

The main project for my sabbatical involved visiting IB schools in 8 states and Cañada. I was surprised at the amount of time it took to contact schools and arrange meeting with the IB coordinator and math teachers. I was expecting to discover best practices and bring back many ideas to Sequoia. In this respect, I was rather disappointed.

I ended up visiting nine schools in four months. I had arranged to visit ten schools but was stuck in a snowstorm in Oregon and unable to make it to Washington. I visited schools in 6 different states and one in Cañada. The spreadsheet of schools visited is included as Appendix A.

First, the highlights - teachers and students were very open and welcoming and I had many great discussions. School visits lasted from 1 hour to 3 hours and everywhere from meeting in a rather cramped office to a full tour of the school. Many of the schools were in suburbs but I did visit inner city schools in Vancouver, BC and Boston. While my sample size of 9 is too small to draw any statistically significant conclusions, I was surprised to find that most schools use the IB program as an elite school-within-a-school. Many schools ran an AP "track" as well as an IB program. Most schools only allowed full IB diploma students to take IB courses. Students had to self-select in 8th grade to the full and very rigorous coursework. I came away with the impression that Sequoia was "doing" IB the right way - including as many students as want to challenge themselves with an IB course. So - many schools do not have a certificate program but rather only a full IB diploma. Several schools were intrigued by our model and mentioned that several IB courses would be great for the general population. One reason cited for not allowing certificate students was the expense of the exam at the end of the course.

I would say that my greatest disappointment was in researching Common Core. Two states were not interested or concerned as they expected to opt out of Common Core (Texas and Florida). Florida has a long history of IB programs and state graduation requirement for IB students are different than other students. If a student fulfills all IB requirements, they are eligible for a Florida diploma. That is not the case here in California as there are additional requirements. The other states I visited (Massachusetts, Michigan, South Carolina) were concerned about the changes coming for Common Core but about every staff was waiting for directions from district offices. All agreed that IB courses and methodology were well aligned with Common Core and there would be little hurdles to implementing the 8 Math Practices. There was more concern or confusion about assessments and prior knowledge. Most math teachers stated they could teach the course topics required and just needed to understand what those topics included.

Another topic I was asked to gather information about from our IB coordinator was around support for traditionally under-represented students in IB. As mentioned above, several schools were unconcerned about this topic as they recruited mainly previously successful, high-achieving middle school student for the IB program. That being said, there were two schools that stood out in this regard - Vancouver, BC and Boston. These programs were in very high poverty areas. The Vancouver school included a variety of community support services at the school - a parent center, community library, adult education. The

Boston school was an IB only school although had yet to graduate a student with an IB diploma. At these schools, the after school support was no stronger than on the Sequoia campus. There were tutorials a few evenings a week and as everywhere, teachers stayed in at lunch and after school to provide support.

What was interesting and rewarding was the opportunity to talk with colleagues around the country. This was such a rare opportunity to discuss education. What was not surprising was the passion and commitment I saw everywhere. Clearly teachers across the country put in long hours to support students. Everyone I met was enthusiastically doing their best. Issues of class size and contact hours might be slightly different but similar. While several schools were shocked at our class size, those schools typically were required to teach 6 classes.

Additional Musings

For a mid-career (or later) professional, the sabbatical allows a chance to undertake a project in a related area when there typically would not be enough time in the day. It is re-invigorating and allows personal reflection. I did miss my students and the day-to-day interaction and am returning to this year with a renewed enthusiasm and very fresh outlook.

Appendix A - IB Schools Visited During Sabbatical

High School	City	St	Address	DP Coordinator	Phone	Math Teacher	Email	Date Visited	
Gateway High School	Kissimmee	FL	93 Panther Paws Trail	Robert Russell	407-935-3600	Paul Thompson	thomps@osceola.k12.fl 407-935-3600 ext. 02657	1/16/2014	
Haines City HS	Haines City	FL	2800 Hornet Dr (or try 2800 Grace Dr.)	Stephen Scheloske	863-419-3371 / 863-419-3372		stephen.scheloske@polk-fl.net	1/17/2014	
Westwood HS	Round Rock	TX	12400 Mellow Meadow, Austin Texas	Stephanie Childress	512-464-4087		stephanie_childress@roundrockisd.org	1/21/2014	
Stony Point	Round Rock	TX	1801 Tiger Trail, Round Rock, TX 78664	Stephanie McKee	512-428-7026		stephanie_mckee@roundrockisd.org	1/22/2014	
Ingraham High School	Seattle	WA	1819 N. 135th St.	Thomas Guy	(206) 252-3880		gathomas@seattleschools.org	2/7/2014	cancelled due to snowstorm!
Britannia Secondary School	Vancouver	British Columbia	1001 Cotton Drive	Leo Boissy	604-713-8266		lboissy@vsb.bc.ca	2/17/2014	
Desert Mountain High School	Scottsdale	AZ	12575 E Via Linda, Scottsdale, AZ 85259	Laura Kamka	(480) 484-7000		lkamka@susd.org	3/6/2014	
Bloomfield Hills High School	Bloomfield Hills	MI	3456 Lahser Rd.	Carrie James	248-341-6808		cjames@bloomfield.org	3/27/2014	
Socastee High School	Myrtle Beach	SC	4900 Socastee Boulevard Myrtle Beach, SC 29588	Danny Wilson	843.293.9027	Sandy Friedman	DWilson@horrycountyschools.net sfriedman@horrycountyschools.net	4/4/2014	
Josiah Quincy Upper School	Boston	MA	152 Arlington Street Boston, MA	Kristina Buenafe	617 635 8940		kbuenafe@bostonpublicschools.org	4/10/2014	

Appendix B - Cañada College Transcript

U N O F F I C I A L

Record of: Laura J. Larkin

Student ID: G00579994 Page: 1

Birthdate: 12-JAN-1958
Level: Undergraduate
Date Issued: 19-OCT-2014

Issued to: Laura Larkin
unofficial

SUBJ NO	COURSE TITLE	UNITS	GRD	PTS	E	SUBJ NO	COURSE TITLE	UNITS	GRD	PTS	E
DISTRICT CREDIT:											
Spring 2000											
Canada College											
MUS. 361	String Instruments I	1.00	A	4.00							
MUS. 461	Instrumental Ensemble I	1.00	A	4.00							
EUnits:	2.00	GPA-Units:	2.00	Pts:	8.00	GPA:	4.00				
Fall 2000											
Canada College											
MUS. 363	String Instruments III	1.00	B	3.00							
EUnits:	1.00	GPA-Units:	1.00	Pts:	3.00	GPA:	3.00				
Spring 2001											
Canada College											
MUS. 362	String Instruments II	1.00	B	3.00							
EUnits:	1.00	GPA-Units:	1.00	Pts:	3.00	GPA:	3.00				
Spring 2014											
Canada College											
MATH 200	Elem. Probability & Statistics	4.00	A	16.00							
EUnits:	4.00	GPA-Units:	4.00	Pts:	16.00	GPA:	4.00				
***** TRANSCRIPT TOTALS *****											
	Earn	Units	GPA	Units	Points	GPA					
TOTAL INSTITUTION	8.00		8.00		30.00	3.75					
TOTAL TRANSFER	0.00		0.00		0.00	0.00					
OVERALL	8.00		8.00		30.00	3.75					
***** END OF TRANSCRIPT *****											

SEQUOIA UNION HIGH SCHOOL DISTRICT
Five-Year Strategic Plan 2015-2020

AGENDA ITEM 14a
DATE 3/4/15

Sequoia Union High School District has the responsibility to foster an appreciation for learning, and provide our students with the requisite academic and problem-solving skills to become engaged and well-rounded citizens.

GUIDING PRINCIPLES

EQUITY

A diverse community must ensure equity in access and opportunity. The District is committed to implementing academic and extra-curricular program structures and policies that serve the best interests of all students.

ENVIRONMENT

Academic, social, and personal growth requires a fostering, safe, and engaging environment. All members of the educational community will strive to create and sustain the most ideal environments for students.

TEACHING

Effective teaching and a focus on skills that ensure all students will have options to pursue a variety of different pathways after graduation. The District is committed to providing a professional environment for all staff characterized by a growth mindset, continuous professional development, and mutual respect.

STRATEGIC DIRECTIONS

Academics

Students will:

- experience a college-preparatory academic program aimed at the completion of the UC/CSU A-G requirements and the development of analytical and communication skills;
- recognize and experience the connections between diverse disciplines;
- have the confidence, understanding, and skills to engage effectively in local, national, and international civic contexts;
- be welcomed, challenged, and supported to take the most rigorous courses possible with consideration for balance and well being.

Passion for Learning

Students will:

- thrive as learners by engaging in experiences driven by intellectual curiosity and discovery;
- choose courses from an academic program comprised of a variety of programmatic options;
- explore the possibilities of connecting personal interests and talents to college and career options.

Support

Students will:

- identify post-graduation aspirations, develop a means to attain them, and be inspired to strive towards these goals in the present;
- receive academic, social, emotional, and personal support from peers, mentors, parents, and staff;
- develop the interpersonal skills, confidence and resilience to pursue intellectual and personal goals.