CENTER JOINT UNIFIED SCHOOL DISTRICT

www.centerusd.org

Local Control Accountability Plan Goals:

1. BELONG: Establish a positive school climate that promotes a sense of belonging for all students, staff and families.
2. IMPACT: Enhance classroom instruction to effectively impact all students through the integration of Multi-Tiered Systems of Support (MTSS), evidence-based practices, and differentiated instruction.
3. VALUED: Foster an inclusive and supportive educational environment that values individuals, addresses diverse learning needs, and promotes positive behavior through the implementation of a Multiple Tiered System of Supports (MTSS) and Positive Behavior Supports (PBIS).
4. THRIVE: Establish environments that cultivate learning experiences and provide paths to college and career readiness, ensuring that all students thrive.

BOARD OF TRUSTEES REGULAR MEETING

District Board Room
Center Joint Unified School District Annex
3243 Center Court Lane, Antelope, CA 95843

At the direction of the Board, this meeting will be broadcast/recorded. The broadcast/recording may capture images and sounds of those attending the meeting.

This meeting will be held in accordance with California Government Code Section 59453, Subdivision (e) of the Ralph M. Brown Act (California Government Code Section 54950, et seq.), and the Federal American with Disabilities Act. While this meeting will be physically open to the public, members of the public may view the meeting as televised via our YouTube page (below), or may participate and comment via the application, Zoom (video or call-in options). The link and call-in numbers to the Zoom access will be available on the day of the meeting. Members of the public may address the Board on the topics of our Board agenda in addition to topics that are under the jurisdiction of the Board and are not on the agenda, although, the board, by law, may not take action at this meeting on non-agendized topics. If you wish to make a public comment during Public Comments or public comment time of an item while attending in person, please complete a speaker card. If you wish to make a public comment during Public Comments or public comment time of an item while attending remotely, login to the Zoom link or Zoom Call In number, click the "raise hand" button ***during the item you wish to comment on****. The meeting host will unmute your mic at the appropriate time.*

Livestream:
https://www.centerusd.org/Board/Board-Livestream/index.html

Wednesday, November 19, 2025 - 6:00 p.m.

I. CALL TO ORDER & ROLL CALL - 5:30 p.m.

II. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION
Public Employee Appointment (G.C. §54957) - Principal

III. PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION

IV. CLOSED SESSION - *5:30 p.m.*

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Superintendent's Office at (916) 338-6409 at least 48 hours before the scheduled Board meeting. [Government Code §54954.2] [Americans with Disabilities Act of 1990, §202.]

NOTICE: The agenda packet and supporting materials, including materials distributed less than 72 hours prior to the schedule meeting, can be viewed at Center Joint Unified School District, Superintendent's Office, located at 8408 Watt Avenue, Antelope, CA. For more information please call 916-338-6409.

V. OPEN SESSION - CALL TO ORDER - *6:00 p.m.*

VI. FLAG SALUTE

In recognition of free speech and the following board agenda item, we welcome all and would like to note that saying the pledge of allegiance is not a requirement to participate in the business of this public board. If you do not say the pledge for religious, political, social, or personal reasons, you are most welcome here as an equal participant in the business of this board.

VII. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION Info/Action

VIII. ADOPTION OF AGENDA Action

IX. RECOGNITIONS Info

1. Oak Hill Elementary School, Teacher of the Year & Classified Employee of the Year

X. ORGANIZATION REPORTS *(3 minutes each)* Info

1. CUTA – Venessa Mason & Heather Woods, Co-Presidents
2. CSEA – Niesha Harris, President

XI. REPORTS/PRESENTATIONS *(8 minutes each)* Info

Student Services **1. Student & Family Support Services Department's Homeless Education Program Update** – Ryan Miranda

Curr & Instr **2. Wilson C. Riles Leadership Impact and Climate Report** – Brett Homesley

↓ **3. 2024-2025 CAASPP Results** – Rebecca Lawson

Facilities **4. Facilities Report** – Richard Putnam

XII. COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA Public Comments Invited

Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board may not discuss or take action on any item which is not on this agenda except as authorized by Government Code Section 54954.2. A speaker shall be limited to 3 minutes (Board Policy 9323). All public comments on items listed on this agenda will be heard at the time the Board is discussing that item.

XIII. CONSENT AGENDA *(5 minutes)* Action

NOTE: The Board will be asked to approve all of the following items by a single vote, unless any member of the Board asks that an item be removed from the consent agenda and considered and discussed separately.

Governance 1. Approve Adoption of Minutes from October 15, 2025 Regular Meeting

Personnel 2. Approve Classified Personnel Transactions

↓ 3. Approve Certificated Personnel Transactions

Special Ed 4. Approve 2025-2026 Master Contract for Non-Public Agency:
#23 LifeWorks

↓ 5. Approve 2025-2026 Master Contract for Non-Public Agency:
#24 Total Education Solutions

↓ 6. Approve Memorandum of Understanding between Center Joint Unified School District and San Juan Unified School District for Special Education Services during the 2025-2026 School Year

Curr & Instr 7. Approve Two Assemblies by Phil Tulga on Math, Science and Technology - Fortune

Facilities 8. Approve Contracts with Ross Recreation Equipment to Retrofit the Four Kindergarten Playgrounds - Dudley, North Country, Oak Hill, Spinelli

↓ 9. Approve Renewal of Microsoft Education A5 Licenses with Bluum

↓ 10. Approve Contract with Lawson SSP Group LLC to Replace the HVAC Units at the Center High School Music Room

↓ 11. Approve Name Relocation of Terry McCauley Cafeteria-Gymnasium

↓ 12. Approve Inspector Services Agreement Amendment #1 with Gemini Inspection Service – Center High School Modernization Project #23-04

↓ 13. Approve McClellan High School Relocation to District Annex - Renovation - Phase I, Project #25-01 - Final Change Order

↓ 14. Approve McClellan High School Relocation to District Annex - Renovation - Phase I, Project #25-01 - Notice of Completion

Business 15. Approve Professional Services Agreement with Omnicap Group LLC for Arbitrage Rebate Consulting and Compliance

↓ 16. Approve Payroll Orders: October 2025

↓ 17. Approve Commercial Warrant Registers (Vendor Warrants): October 2025

XIV. BUSINESS ITEMS

Governance **A.** **Schedule Annual Organizational Meeting of the Board** Action

Education Code §35143 requires that Organizational meetings, in years in which there is not a regular election for governing board members is conducted, "shall be held on any date in December, but no later than December 20." The period for the 2025 Annual Organizational Meeting is December 1-20. It is recommended that this be scheduled during our Regular Board Meeting on Wednesday, December 17, 2025 at 6:00 pm at Center Joint Unified School District Board Room, 3243 Center Court Lane, Antelope, CA 95843 and/or virtual.

↓ **B.** **Draft Resolution Regarding Authorizing the Issuance and Sale of its General Obligation Bond, Election of 2008, Series 2026D - Information/Discussion** Information/Discussion

At the October 15, 2025, Board meeting, staff received direction to prepare a resolution authorizing the pursuit of a bond issuance to support construction of the district's next elementary school in the Sierra Vista region of our district. The attached resolution is being presented this evening as an informational and discussion item. A final resolution will be brought forward for Board consideration at the December 17, 2025 meeting. Representatives from CFW and our Bond Counsel will be in attendance to provide an overview and respond to any questions regarding the proposed bond sale prior to considering the approval of this resolution.

↓ **C.** **Reorganization of the District Office Staff** Action

Over the past several years, the District's executive leadership team has been discussing and conducting an internal review of the District's organizational structure to identify opportunities for increasing efficiency, reducing administrative costs, and ensuring structural alignment across departments. The goal of this review has been to strengthen coordination, streamline reporting relationships, and ensure that leadership responsibilities are clearly defined and balanced across all operational and instructional areas.

↓ **D.** **First Reading: Policies and Regulations** Action

Board Policy 3290 – Gifts, Grants And Bequests

First Reading: Policies and Regulations (continued)

Administrative Regulation 3515 - Campus Security
Regulation updated to emphasize that a campus security plan be developed for each school site. Additionally, regulation updated to reference (1) **NEW LAW (AB 2715, 2024)** which authorizes the Governing Board to hold a closed session meeting with law enforcement or security personnel on matters posing a threat to security, including a threat to critical infrastructure controls or critical infrastructure information relating to cybersecurity, (2) **NEW LAW (AB 1858, 2024)** which requires districts to comply with specified requirements if a district's comprehensive school safety plan (CSSP) includes procedures to prepare for active shooters or other armed assailants by conducting a drill, and (3) the requirement for CSSPs to include procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at a district school, an activity sponsored by the school, or on a school bus serving the school. In addition, regulation updated to reflect **NEW LAW (AB 2565, 2024)** which requires districts that undertake an addition, alteration, reconstruction, rehabilitation, or retrofit of a school building, to install interior locks on each door of any room with an occupancy of 5 or more persons in that school building.

Administrative Regulation 3516.1 - Fire Drills and Fires
Regulation updated to reflect the requirement that the first emergency evacuation drill of each school year be conducted within 10 days of the beginning of classes. Additionally, regulation updated to reflect **NEW LAW (AB 2968, 2024)** which requires districts to develop a procedure to identify appropriate refuge shelters for all students and staff to be used in the event of an evacuation order by local authorities and notification to the fire department or other local authorities of the identified refuge, and, for each school in a high-risk fire zone, to (1) coordinate such procedure with the fire department or other local authorities, and (2) develop a communication and evacuation plan which can be used in the event of an early notice evacuation warning.

Administrative Regulation 5113 - Absences and Excuses
Regulation updated to reflect **NEW LAW (AB 1884, 2024)** which removes the requirement that the deployment of an immediate family member be to a combat zone or combat support position, allowing for an excused absence when a student spends time with any deployed immediate family member who is an active duty member of the uniformed service. Additionally, regulation updated to reflect **NEW LAW (SB 1138, 2024)** which adds a student's participation in military entrance processing to the list of excused absences. In addition, regulation updated to clarify that only one of the methods listed for verification of student absences is required.

Administrative Regulation 5113.11 - Attendance Supervision
Regulation updated to reflect **NEW LAW (SB 153, 2024)** which authorizes districts to implement an attendance recovery program for students in grades kindergarten-12 to make up lost instructional time and offset absences.

First Reading: Policies and Regulations (continued)

Board Policy 5113.12 - District School Attendance Review Board
Policy updated to include in the philosophical paragraph the recognition of the negative impact that poor school attendance can have on student learning. Additionally, policy updated to reflect **NEW LAW (AB 1939, 2024)** which requires each district student attendance review board (SARB) to, at least annually, consult with students who reflect the diversity of all the schools that are served by the SARB for the purpose of soliciting input that will assist SARB members in gaining a better understanding of, and proposing interventions for, student attendance and behavioral challenges. In addition, policy updated to clarify that the district's SARB is required to operate in accordance with specified Board Bylaws and state law, and the county office of education's SARB rules and regulations.

Board Policy 5141.4 - Child Abuse Prevention and Reporting
Policy updated in conjunction with the accompanying administrative regulation, with minor revisions.

Administrative Regulation 5141.4 - Child Abuse Prevention and Reporting
Regulation updated to clarify that "general neglect" does not include (1) a parent's/guardian's economic disadvantage, or (2) a child receiving treatment by spiritual means or not receiving specified medical treatment for religious reasons. Additionally, regulation updated to move, for more appropriate placement, material related to a child who is experiencing homelessness or is classified as an unaccompanied minor. In addition, regulation updated to reflect **NEW LAW (AB 1913, 2024)** which requires districts to provide employee training on the prevention of abuse, including sexual abuse, of children on district property, by district staff, or in district-sponsored programs annually, rather than the previously required once every three years.

Administrative Regulation 5142 - Safety
Regulation updated to make more current the language regarding release of a student when the custodial parent/guardian cannot be reached by referring to "an adult authorized in the district's student information system," formerly, "the student's emergency card." Additionally, regulation updated to incorporate the section regarding student identification cards and safety information, which was moved from the accompanying Governing Board policy and modified to reflect **NEW LAW (SB 1063, 2024)**. In addition, regulation updated to reflect The State of California's, "Protecting Californians From Extreme Heat: A State Action Plan to Build Community Resilience" which warns of the dangers extreme heat can pose to children and encourages investing resource in protecting children from extreme heat.

Board Policy 6172 – Gifted And Talented Student Program

First Reading: Policies and Regulations (continued)

Board Policy 6178.1 - Work-Based Learning
Policy updated to (1) add to the philosophical statement that the Governing Board desires to improve student educational outcomes and successes and support student workforce preparedness through work-based learning opportunities which link classroom learning with real-world experiences, and (2) align language regarding collaboration with local businesses, government agencies, postsecondary institutions including universities and career technical schools, community organizations, and/or other employers with analogous language in related sample policies. Additionally, policy updated to reflect **NEW LAW (AB 2179, 2024)** which requires, at the beginning of the first semester or quarter of the regular school term, the Superintendent or designee to notify parents/guardians of students in grades 11-12 about local apprenticeship and pre-apprenticeship programs. In addition, policy updated to include (1) that the district is authorized to host locally focused apprenticeship and/or career technical education fair events, and (2) the requirement for the district to annually observe "Workplace Readiness Week." Policy also updated to more closely align with law.

Facilities **E.** **Resolution #5/2025-26: Resolution Authorizing the Designation of Specific Systems, Products and or Materials in the Specifications for District Construction Projects** Action

During the process of revising the Facility Design Standards, there were some specific systems, products, and/or materials identified, of which the District has determined are required to match other systems, products, and/or materials in use on existing District construction projects, either completed or in the course of completion. The items have been identified to aid in staff efficiency for training and maintenance, compatibility with District parts inventory and service capabilities, and to meet a desired design standard.

XV. STUDENT BOARD REPRESENTATIVE REPORTS *(3 minutes each)* Info

1. Vanessa Estrada

XVI. BOARD / SUPERINTENDENT REPORTS *(10 minutes)* Info

XVII. ADVANCE PLANNING Info

a. Future Meeting Dates:

i. Regular Meeting: Wednesday, December 17, 2025 @ 6:00 p.m. – Board Room, Center Joint Unified School District Annex, 3243 Center Court Lane, Antelope, CA 95843 and/or Virtual

b. Suggested Agenda Items:

XVIII. CONTINUATION OF CLOSED SESSION (Item IV) Action

XIX. ADJOURNMENT Action

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr Initials: SL
Superintendent

SUBJECT: Recognition of Oak Hill Elementary School's Teacher of the Year and Classified Employee of the Year

☐ **Action Item** ☒ **Information Item** **Attached Pages** 0

Company/Consultant's Name:

Background/Services to be Rendered:

Parveen Saenz, Principal at Oak Hill Elementary School, will introduce their site's Teacher of the Year, Katrina Hargrove, and Classified Employee of the Year, Carol Campbell.

Date(s) of Service:

Funding Amount:

Funding Source:

RECOMMENDED BOARD ACTION:

No action

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Ryan Miranda — Initials: CSB
Coordinator of Student and Family Support Services

SUBJECT: Student and Family Support Services Department's Homeless Education Program Update

☐ **Action Item** ☒ **Information Item** **Attached Pages** 8

Company/Consultant's Name:
N/A

Background/Services to be Rendered:
Mr. Miranda will provide an annual update on the Student and Family Support Services Department's Homeless Education Program.

Date(s) of Service: N/A

Funding Amount: N/A

Funding Source: N/A

RECOMMENDED BOARD ACTION:
This is an informational item.

CENTER JOINT UNIFIED
SCHOOL DISTRICT

Student & Family Support Services

Homeless Education Program Update

November 19, 2025

Presented by: Jess Maza, Sara Gonzalez, and Ryan Miranda

Together, we remove barriers so **every** student can thrive.

CENTER JOINT UNIFIED
SCHOOL DISTRICT

Student & Family Support

Access - Opportunities - Success

- Eliminating barriers
- Partnering with schools, families, and community
- Support Services, Resources, and Referrals

CENTER JOINT UNIFIED
SCHOOL DISTRICT

The Law and the Lens

McKinney-Vento: More Than Compliance

- Ensures equal access to education for children and youth experiencing homelessness.
- Removes barriers to enrollment, attendance, and success.
- Requires school stability and immediate enrollment.
- Federal Title I, Part A, and Education for Homeless Children and Youth funds sustain critical staff and outreach that connect students to support and resources.
- Provide transportation, school supplies, hygiene kits, clothing, academic support, and more.

CENTER JOINT UNIFIED
SCHOOL DISTRICT

A Continuous Cycle of Support

1. **Identification** → Student/family identified under McKinney-Vento and initial outreach begins.
2. **Assessment of Needs** → Housing status verified; immediate needs identified (basic needs, transportation, supplies, food, and additional supports).
3. **Action & Support** → Services mobilized - transportation arranged, coordination with school staff, community partners activated.
4. **Monitoring & Adjustment** → Attendance and engagement tracked; barriers reassessed; supports adjusted as situations change.
5. **Stability & Empowerment** → Student and family gain greater consistency and confidence, but the cycle restarts if circumstances shift.

CENTER JOINT UNIFIED
SCHOOL DISTRICT

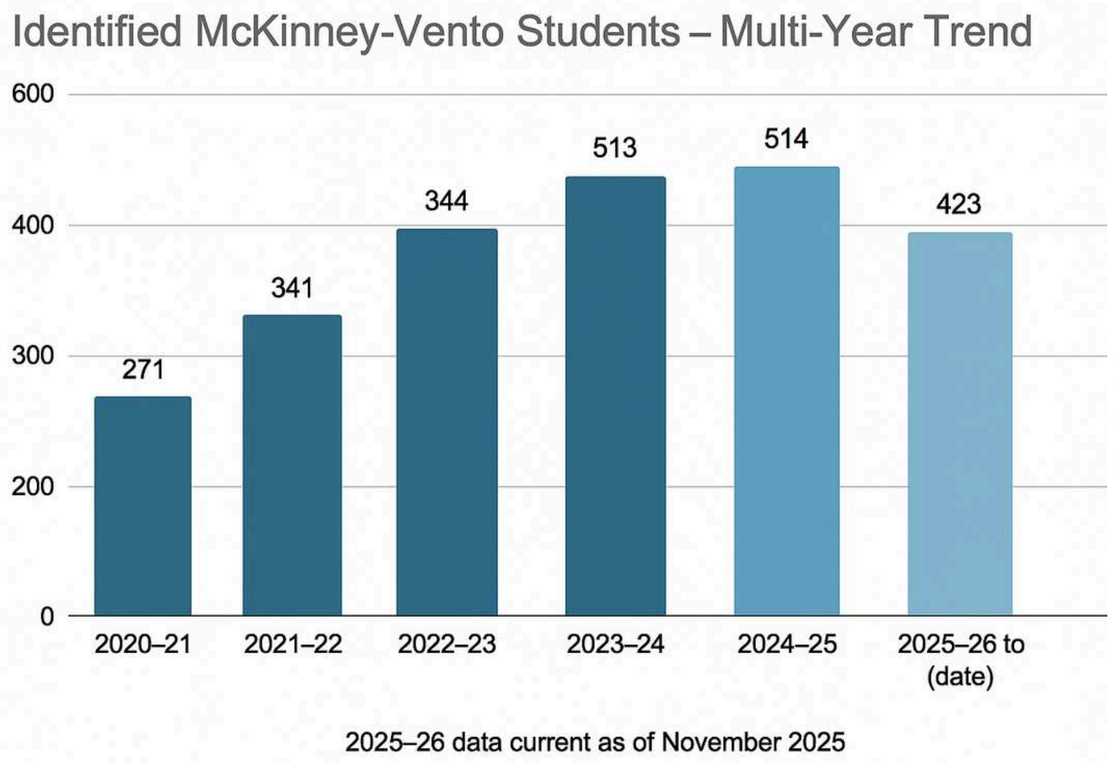
The Human Story

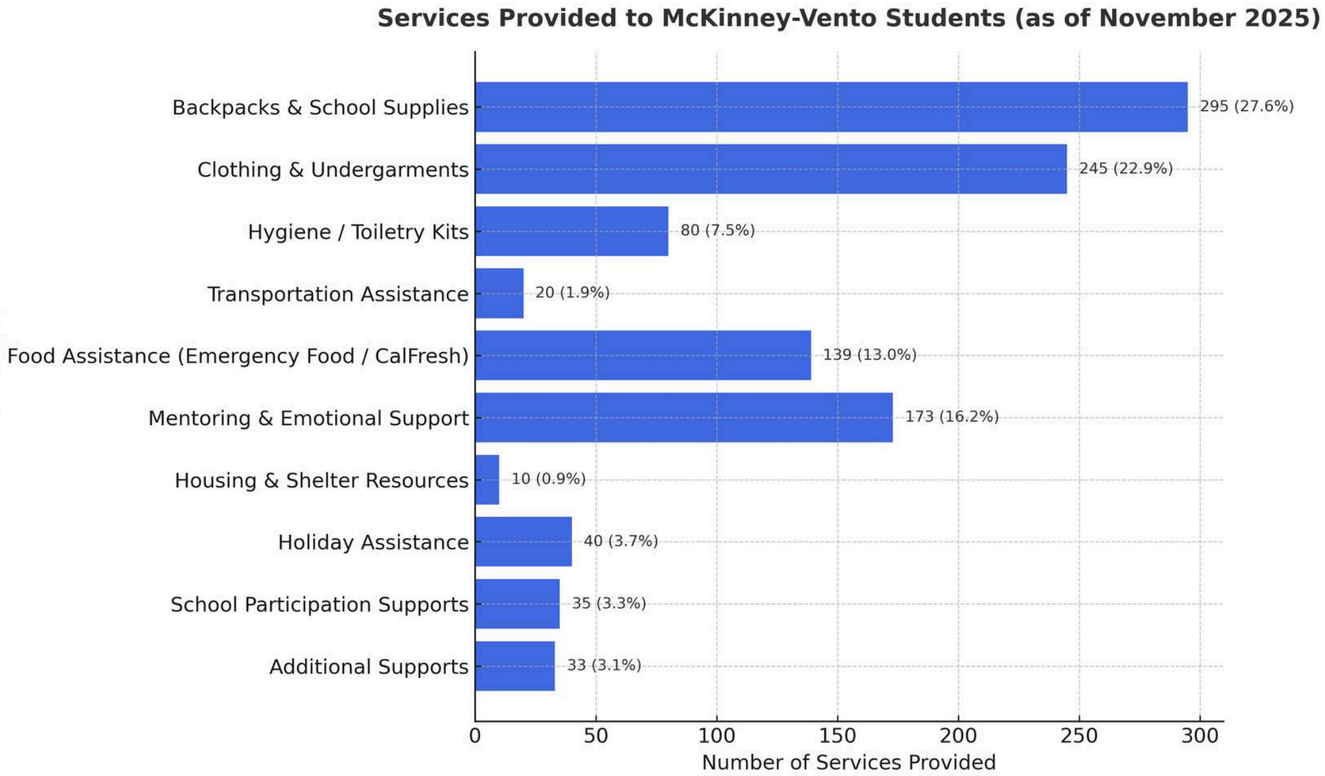


School Is the Only Place That Doesn’t Change

CENTER JOINT UNIFIED
SCHOOL DISTRICT

The Data Snapshot





Roughly 1 in every 11 CJUSD students is identified under McKinney-Vento.
That’s nearly 9% of our total student enrollment.

CENTER JOINT UNIFIED
SCHOOL DISTRICT

From Support to Student Outcomes

California School Dashboard

Homeless Student Subgroup

Chronic Absenteeism

34.8% chronically absent

Maintained (+0.3%)

Graduation Rate

80% graduated

↑ 10.8% improvement

Suspension Rate

9.3% suspended at least one day

↓ 1.1%

ELA (English Language Arts)

73.8 points below standard

Maintained (−0.7)

Mathematics

95.4 points below standard

↑ 7.3 points growth

Metric	Our Response
Chronic Absenteeism	Outreach & Engagement, Basic Needs, Transportation, Mentoring
Graduation	Advocacy, Tutoring Support, Mentoring
Suspension	Mentoring, Outreach & Engagement
ELA & Math	Attendance, School Supplies, Academic Supports & Enrichment

CENTER JOINT UNIFIED
SCHOOL DISTRICT

Together, We Build Stability

- See the student.
- Support the system.
- Sustain the stability.



AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Brett Homesley
Principal

Initials: BH

SUBJECT: Wilson C. Riles Leadership impact and climate report

☐ **Action Item** ☒ **Information Item** **Attached Pages** 0

Company/Consultant's Name:

Background/Services to be Rendered:

The leadership students from Wilson C. Riles Middle School will share with the Board the impact they are making at their school and the positive climate on Campus.

Date(s) of Service:

Funding Amount:

Funding Source:

RECOMMENDED BOARD ACTION:

Information only.

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Rebecca Lawson
Coordinator of Curriculum

Initials: MDJ

SUBJECT: 2024-2025 CAASPP Results

☐ **Action Item** ☒ **Information Item** **Attached Pages** 11

Company/Consultant's Name:

Background/Services to be Rendered:

Rebecca Lawson will present the 2024–2025 English Language Arts and Mathematics performance results for students in grades 3–8 and grade 11 to the Center Joint Unified School District School Board.

Date(s) of Service:

Funding Amount:

Funding Source:

RECOMMENDED BOARD ACTION:

N/A

CAASPP Results 2024-2025

Center Joint Unified
Board Presentation

November 2025

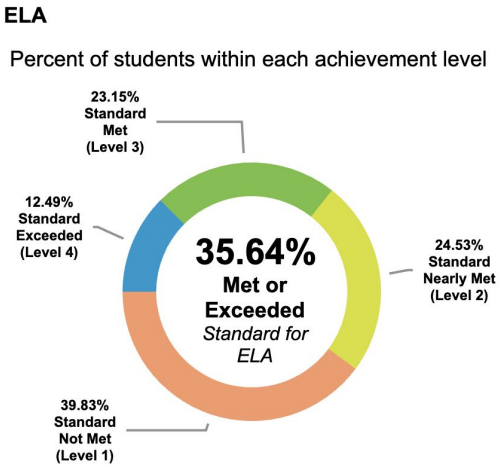
THE CENTER COMMITMENT



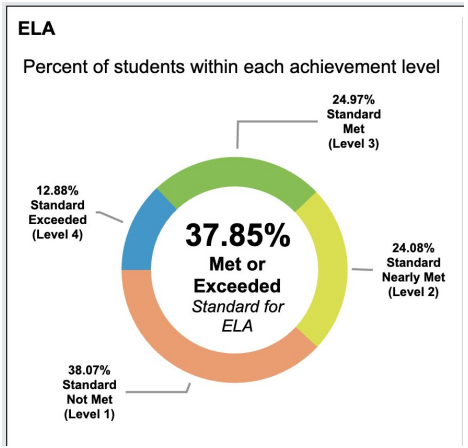
"Growing Momentum"

English Language Arts: overall

2023-2024

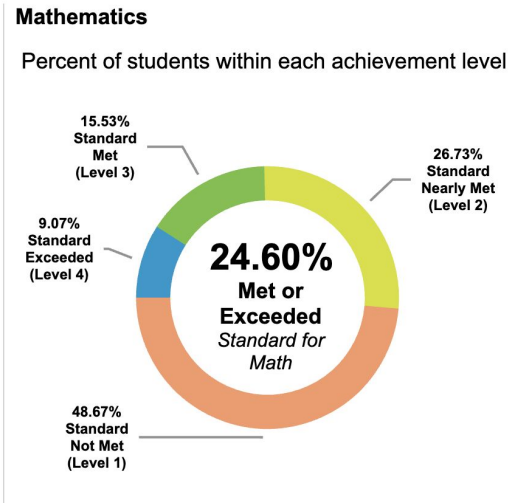


2024-2025

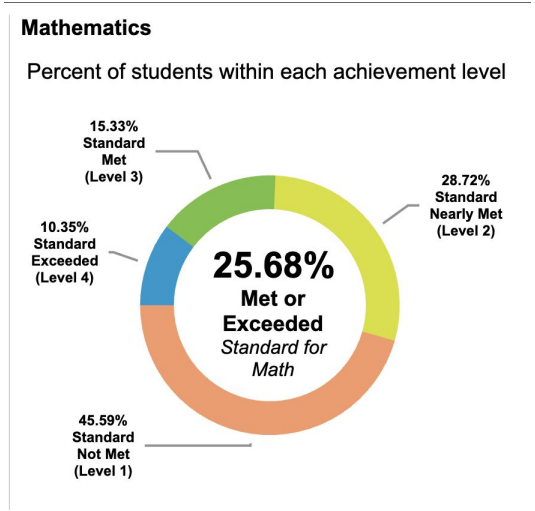


Mathematics: overall

2023-2024



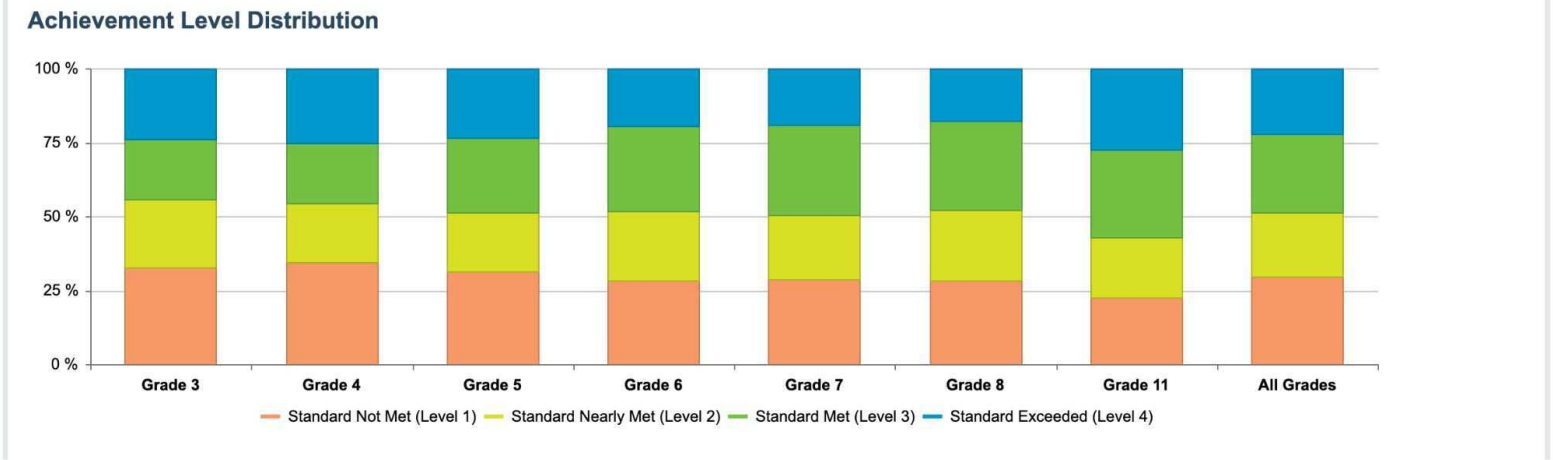
2024-2025



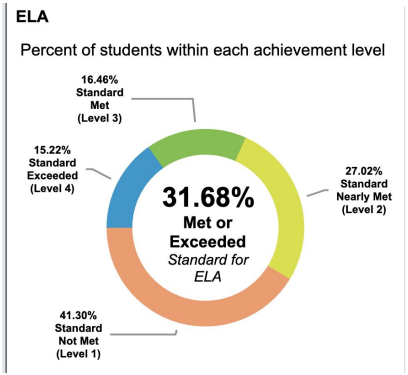
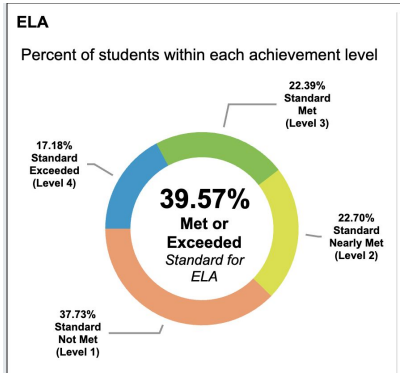
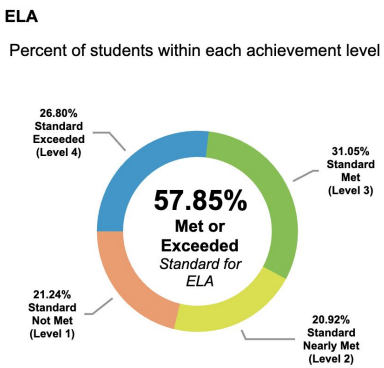
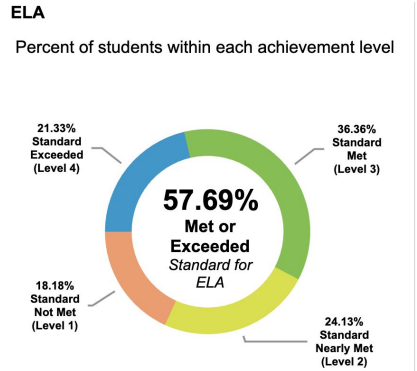
English Language Arts by grade levels

ENGLISH LANGUAGE ARTS/LITERACY

▼ **Data Detail—All Students (accessible data)**



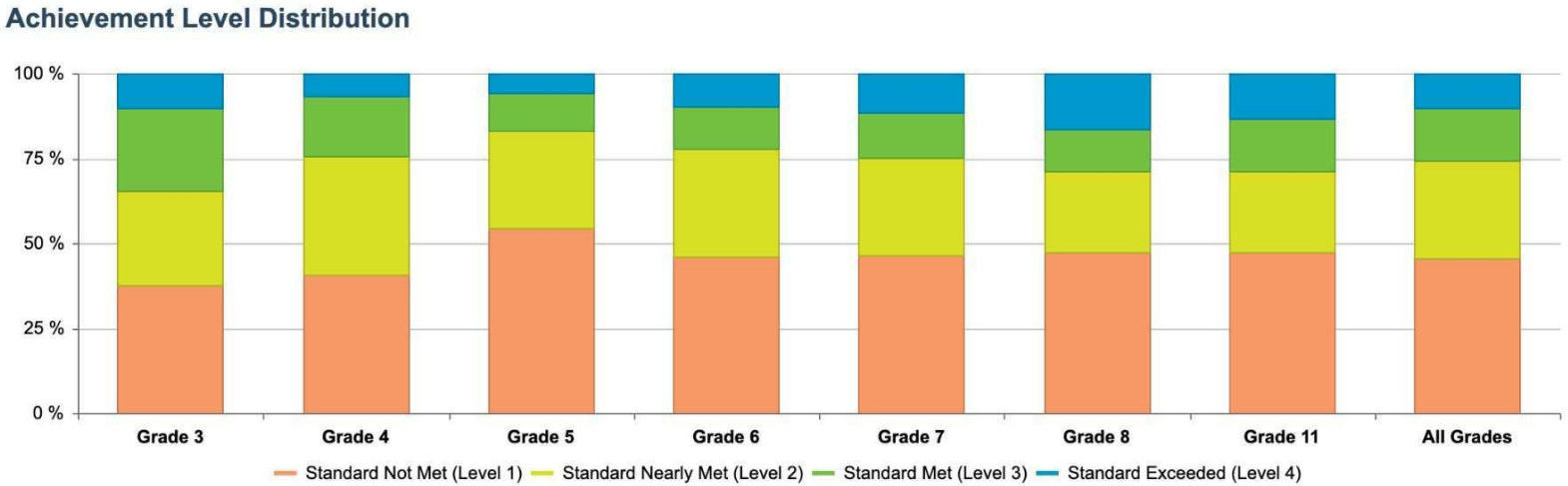
English Language Arts: Grade Level Spotlight Growth

	2023-2024	2024-2025	
Overall Third Grade			Growth of +8.32 points
CHS Eleventh Grade			Growth of +3.43 points

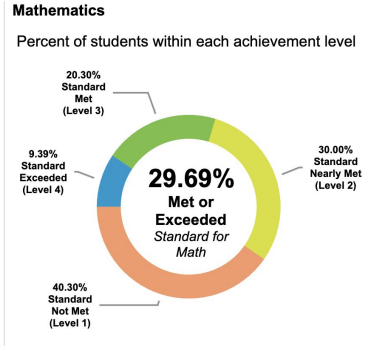
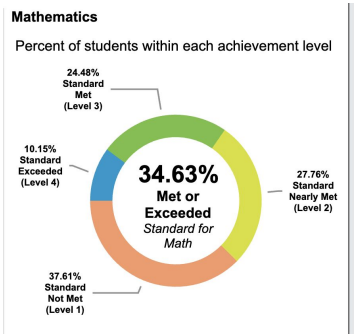
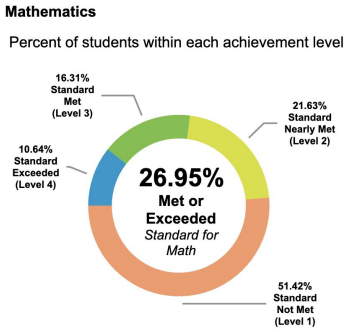
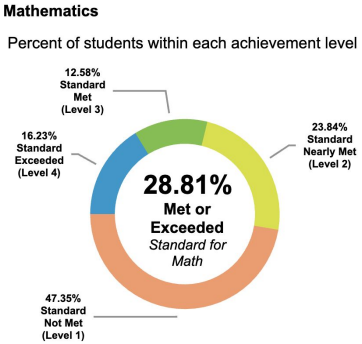
Mathematics by grade levels

MATHEMATICS

▼ **Data Detail—All Students (accessible data)**



Mathematics: Grade Level Spotlight Growth

	2023-2024	2024-2025	
Overall Third Grade			Growth of +5.31 points
Eighth Grade			Growth of +2.05 points

We especially want to celebrate the significant growth in **Third Grade** in both ELA and Math

- Sustain our early literacy commitment to foundational skills as demonstrated by the continued implementation and refinement of the K-2 6 step phonics lesson plan and scaling up our Gr 3-6 morphology and syllabication lesson plan

- Strategic math alignment by proactively addressing middle school and high school gaps utilizing our district team of gr 7-12 math teachers and admin participating in the SCOE & GATES Math Framework and adoption grant

- Target support by strengthening our Multi Tiered System of Supports using CAASPP data to refine Tier 2 interventions or accelerate students across grade levels

    - Deepen the impact by identifying specific instructional practices used by high growth grades and scale them across the district identified by classroom walkthroughs

- Continue to leverage PLC Mondays to ensure every site and grade level has the common planning time, resources, and shared accountability to execute the evidence based strategies consistently across the district

Questions?

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities

Initials: SI

SUBJECT: Facilities Report

☐ **Action Item** ☒ **Information Item** **Attached Pages** 0

Company/Consultant's Name:

Background/Services to be Rendered:
Richard Putnam will give an update on items pertaining to the Facilities Department.

Date(s) of Service:

Funding Amount:

Funding Source:

RECOMMENDED BOARD ACTION:
Information only.

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials: SL

SUBJECT: Adoption of Minutes from October 15, 2025 Regular Meeting

☒ **Action Item** ☐ **Information Item** **Attached Pages** 7

Company/Consultant's Name:

Background/Services to be Rendered:

The minutes from the following meeting are being presented:

Wednesday, October 15, 2025 Regular Meeting

Date(s) of Service:

Funding Amount:

Funding Source:

RECOMMENDED BOARD ACTION:

It is recommended that the CJUSD Board of Trustees approve the October 15, 2025 Regular Meeting Minutes.

CENTER JOINT UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES REGULAR MEETING
District Board Room
3243 Center Court Lane, Antelope, CA 95843

Wednesday, October 15, 2025

M I N U T E S

OPEN SESSION - CALL TO ORDER - Trustee Bruno called the meeting to order at 5:30 p.m.

ROLL CALL - Trustees Present: Mrs. Anderson, Mr. Ballin, Mr. Bruno, Mrs. Pope, Mr. Uribe

Administrators Present: Scott Loehr, Superintendent
Chris Borasi, Director of Personnel & Student Services
Lisa Coronado, Director of Fiscal Services
Mike Jordan, Director of Curriculum, Instruction & Special Education
Richard Putnam, Director of Facilities

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION
1. Student Expulsions/Readmissions (G.C. §54962)

PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION - none

CLOSED SESSION - *5:30 p.m.*

OPEN SESSION - CALL TO ORDER - *6:16 p.m.*

Trustee Bruno read the following statement:
At the direction of the Board, this meeting will be broadcast & recorded. The broadcast and recording may capture images and sounds of those attending the meeting.

FLAG SALUTE –
The Flag Salute was led by Trustee Bruno.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION
No action was taken during Closed Session. The following action was taken during open session.

1. Student Expulsions/Readmissions (G.C. §54962) –
Student Expulsion 25/26-02 - Recommendation approved.

Motion: Uribe
Second: Bruno
Ayes: Anderson, Ballin, Bruno
Noes: Pope, Uribe

ADOPTION OF AGENDA
There was a motion to bring the adoption of the agenda to the floor.

Motion: Anderson
Second: Pope

There were no public comments. There were no comments by the Board. There was a motion to approve the adoption of the agenda as presented.

Motion: Ballin
Second: Pope

Ayes: Anderson, Ballin, Bruno, Pope, Uribe, Estrada *(Student Board Rep)*
Noes: None

RECOGNITIONS
1. Wilson C. Riles Middle School, Teacher of the Year & Classified Employee of the Year
Mr. Homesley, Principal, recognized Grant Hamilton as their Certificated Employee of the Year and Tamara Plummer as their Classified Employee of the Year. Grant and Tamara were each presented a plaque as part of the recognition.

ORGANIZATION REPORTS
1. CUTA – Venessa Mason & Heather Woods, Co-Presidents – Venessa Mason noted that the biggest concerns are the health care increases. They still need to negotiate salary increases.

2. CSEA – Niesha Harris-Knott, President, did not have a report.

REPORTS/PRESENTATIONS
1. Bond Program Update – Khushroo Gheyara, from Caldwell Flores Winters, reported on the following: overview of district bond programs, assessed value history, general obligation bond tax rate history, the district's general obligation bond credit rating, ability to issue additional general obligation bonds, key steps to issue bonds, the look ahead, and general information exclusion disclosure. There were questions and comments from the Board.

2. Williams Uniform Complaint Quarterly Reporting – Mike Jordan, Director of Curriculum, Instruction & Special Education, reported that there were no complaints to report.

COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA –
Public Comments In-Person: None
Public Comments Online: None

Trustee Bruno noted that he needed to pull Consent Agenda Item #3 pulled for separate consideration. It was asked why it needed to be pulled; Trustee Bruno noted that there is a conflict of interest. There was a motion to pull Consent Agenda Item #3 for separate consideration.

Motion: Bruno
Second: Pope

Ayes: Anderson, Ballin, Bruno, Pope, Uribe, Estrada *(Student Board Rep)*
Noes: None

CONSENT AGENDA
1. Approved Adoption of Minutes from September 17, 2025 Regular Meeting
2. Approved Adoption of Minutes from September 26, 2025 Special Meeting
3. *This item was pulled for separate consideration.*

CONSENT AGENDA (continued)

4. Approved Certificated Personnel Transactions
5. Approved MOUs with the Sacramento County Office of Education to Implement the Student Mental Health Wellness Education and Training Program
6. Approved Agreement for Before-School Dance Club with Inspire Dance Arts
7. Approved Two School-Wide Assemblies with Mad Science of Sacramento Valley – Oak Hill
8. Approved Family Science Night with Mad Science of Sacramento Valley – Oak Hill
9. Approved Sky Dome Planetarium with Mobile Ed Productions – Oak Hill
10. Approved Two Assemblies with BMX Freestylers Dream Team – Oak Hill
11. Approved Assemblies with Conservation Ambassadors' Wild Things – Oak Hill
12. Approved PBIS Field Trip to Roseville Golfland Sunsplash – Oak Hill
13. Approved Overnight Field Trip to 2025 Leadership Development Institute Conference in Santa Clara, CA – CHS FBLA
14. Approved Overnight Field Trip to Bay Area for MCA Sophomores - CHS
15. Approved Overnight Field Trip to Central California Coast for MCA Juniors & Seniors - CHS
16. Approved 2025 School Plan for Student Achievement (SPSA) – all sites
17. Approved Surplus Transportation and Mechanic Shop Equipment:
    - 1995 Chevrolet School Bus (Bus 28)
    - Enco Lathe Machine, model 110-2075, #001058CJUSD
    - Enco Milling Machine, model 110-1527, #001056CJUSD
    - Baldor Bench Grinder, model X2300
    - Club Golf Cart, Serial #A88371-54867, #009102CJUSD
18. Approved Purchase of New Van for the Nutrition Services Warehouse from Future Ford of Sacramento:
    - 2025 T150 Low Roof Transit 130WB, 3.5L PFDI V6, 10 Speed Transmission
19. Approved Payroll Orders: September 2025
20. Approved Commercial Warrant Registers (Vendor Warrants): September 2025
21. Approved Revised Job Description: Senior Accounting Technician (Confidential)
22. Approved Google EDU Plus License Annual Renewal

There was a motion to approve the Consent Agenda. There were no public comments. There were no comments from the Board.

Motion: Anderson
Second: Uribe

Ayes: Anderson, Ballin, Bruno, Pope, Uribe, Estrada *(Student Board Rep)*
Noes: None

CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION

3. Approved Classified Personnel Transactions

There was a motion to approve Consent Agenda Item #3. There were no public comments. Trustee Bruno noted that he has a conflict of interest on this item.

Motion: Anderson
Second: Ballin

Ayes: Anderson, Ballin, Pope, Uribe, Estrada *(Student Board Rep)*
Noes: None
Abstain: Bruno

A. APPROVED - <u>First Reading: Policies, Regulations and Exhibits</u>

There was a motion to bring Business Item A to the floor.

Motion: Ballin
Second: Uribe

BUSINESS ITEMS
Board Policy 0410 - Nondiscrimination in District Programs and Activities
Board Policy 0420.4 - Charter School Authorization
Administrative Regulation 0420.4 - Charter School Authorization
Board Policy 0420.41 - Charter School Oversight
Exhibit(1) 0420.41 - Charter School Oversight
Board Policy 0440 - District Technology Plan
Delete - Administrative Regulation 0440 - District Technology Plan
New - Board Policy 0441 - Artificial Intelligence
Board Policy 0450 - Comprehensive Safety Plan
Administrative Regulation 0450 - Comprehensive Safety Plan
Board Policy 1113 - District and School Websites
Administrative Regulation 1113 - District and School Websites
Exhibit(1) 1113 - District and School Websites
Board Policy 1312.3 - Uniform Complaint Procedures
Exhibit(2) 1312.3 - Uniform Complaint Procedures
Administrative Regulation 3542 - School Bus Drivers
Board Policy 4030 - Nondiscrimination in Employment
Administrative Regulation 4030 - Nondiscrimination in Employment
Board Policy 4033 - Lactation Accommodation
Board Policy 4112.9/4212.9/4312.9 - Employee Notifications
Exhibit(1) 4112.9/4212.9/4312.9 - Employee Notifications
Board Policy 4119.11/4219.11/4319.11 - Sexual Harassment
Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment
Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures
Exhibit(1) 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures
Administrative Regulation 5131.41 - Use of Seclusion and Restraint
Board Policy 5145.3 - Nondiscrimination/Harassment
Administrative Regulation 5145.3 - Nondiscrimination/Harassment
Exhibit(1) 5145.6 - Parent/Guardian Notifications
Board Policy 5145.7 - Sexual Harassment
Administrative Regulation 5145.7 - Sexual Harassment
Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures
Exhibit(1) 5145.71 - Title IX Sexual Harassment Complaint Procedures
Board Policy 5146 - Married/Pregnant/Parenting Students
Board Policy 6141.2 - Recognition of Religious Beliefs and Customs
Administrative Regulation 6141.2 - Recognition of Religious Beliefs and Customs
Board Policy 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction
Administrative Regulation 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction
Board Policy 6142.8 - Comprehensive Health Education
Administrative Regulation 6142.8 - Comprehensive Health Education
Board Policy 6142.91 - Reading/Language Arts Instruction
Board Policy 6145.2 - Athletic Competition
Administrative Regulation 6145.2 - Athletic Competition
Administrative Regulation 6159.4 - Behavioral Interventions for Special Education Students

There were no public comments. There were no comments from the Board. There was a motion to approve the batch of policies as a whole, as presented.

Motion: Anderson
Second: Pope

Ayes: Anderson, Ballin, Bruno, Pope, Uribe, Estrada *(Student Board Rep)*
Noes: None

BUSINESS ITEMS (continued)

B. APPROVED - <u>Annual and Five-Year Developer Fee Report for Fiscal Year 2024-2025 & Resolution #4/2025-26: Adopting the Findings Contained in the Annual and Five-Year Developer Fee Reports for Fiscal Year 2024-2025</u>

There was a motion to bring Business Item B to the floor.

Motion: Pope
Second: Uribe

Lisa Coronado, Director of Fiscal Services, shared developer fee revenue that was taken in and the expenditures that were spent in the prior fiscal year. There were no public comments. There were no comments from the Board. There was a motion to approve Business Item B.

Motion: Pope
Second: Ballin

Ayes: Anderson, Ballin, Bruno, Pope, Uribe, Estrada *(Student Board Rep)*
Noes: None

STUDENT BOARD REPRESENTATIVE REPORTS

1. Vanessa Estrada

Vanessa Estrada reported on the following:
- tomorrow there will be a volleyball Pink Out game; everyone wear pink. The games are from 4:30-8:00 p.m.
- area decorations will be the remainder of this week, 3:45-5:30 p.m. It will also be held on Tuesday and Friday next week. Saturday will be a work day, 9:00 a.m. - 12:00 p.m. Thursday next week will be set up night.
- HoCo tickets sales are this week, with the price going up next week.
- the College Fair will be during both lunches on Friday
- HoCo Spirit Week is next week: Monday- PJ Day, Terrible Tuesday- Fake an Injury Day, Wednesday- Color War (yellow vs red), Thursday- Farmer Flannel Day, Friday- wear your class color
- Flag Football has a Pink Out game that Monday and it will be their Senior Night
- Volleyball also has their Senior Night that same night
- HoCo ticket sales end October 23 at 4:00 p.m.
- 11th graders have Parent Night on October 23, 6:00 p.m.
- HoCo football game on October 24 – fireworks, parade
- Saturday, October 25 is the Homecoming Dance
- October 25 the Cross Country team has a meet
- November 5 from 5:30-7:30 p.m., is the Dia de los Muertos
- the Fall Play, Space Girl, will be November 13-15

BOARD/SUPERINTENDENT REPORTS

Mrs. Anderson

- attended the Teacher of the Year Dinner. It was a fantastic event. Spent some time with Mrs. Dobson and her parents.
- toured some sites within the district. She always enjoys it.

BOARD/SUPERINTENDENT REPORTS (continued)

Mr. Ballin

- welcomed everyone back to the 2025-2026 board meeting cycle.
- there hasn't been anything extraordinarily eventful; things are going well.
- attended the Teacher of the Year Dinner and again congratulated Ms. Dodson.
- had the opportunity to tour Rex Fortune, Dudley, and Oak Hill Elementary Schools on September 26.
- noted that he attended North Country Elementary School's book fair this week.
- noted that North Country Elementary will be holding their Harvest Fair on Friday, October 17 from 4:30-6:30 p.m.

Mrs. Pope

- had the opportunity to tour schools with Mr. Farrel, Mrs. Oliver and Mrs. Saenz.
- thanked Mr. Loehr for the information provided on the Technology Plan and Safety Plans.
- noted that the Toronto Blue Jays are up 12-2 at the end of the 6th inning; let's go Blue Jays.

Mr. Uribe

- attended the SCOE Teacher of the Year dinner.
- noted that he is looking forward to the homecoming game.

Mr. Loehr

- noted that our district retirees have a quarterly luncheon. He and Mrs. Hunt attended and spoke about the growth of the district.
- excited about watching the PLC work around the district.
- we are entering escrow on the property for the next school site. Noted that he thinks it is prudent that we look at both items that were mentioned tonight; not to commit but to look at what it would be for the election piece and what it would look like to get the authorization to get into that market. Exploring this would not obligate anyone to anything.
- noted that it is fun to watch the Toronto Blue Jays and Nathan Lukes. Nathan went to Oak Hill Elementary and all the way through Center High School.

Mr. Bruno

- noted that he was going to have a proposed policy but has been dealing with some personal situations.
- noted that it's nice to see students in the boardroom.

ADVANCE PLANNING

a. Future Meeting Dates:

i. Regular Meeting: Wednesday, November 19, 2025 @ 6:00 p.m. – Board Room, Center Joint Unified School District Annex, 3243 Center Court Lane, Antelope, CA 95843 and/or Virtual

b. Suggested Agenda Items:

- start resolution process regarding bonds now – It was motioned by Trustee Pope and Seconded by Trustee Uribe. Mr. Loehr noted that he will look into the authorization and bring something back to the Board

ADJOURNMENT – 7:17 p.m.

Motion: Anderson
Second: Pope

Vote: General Consent

Respectfully submitted,

Scott A. Loehr, Superintendent
Secretary to the Board of Trustees

Delrae Pope
Board of Trustees, Clerk

Adoption Date

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Chris Borasi, Director of Human Resources/Student Services Initials: CSB

SUBJECT: Classified Personnel Transactions

☒ **Action Item** ☐ **Information Item** **Attached Pages** 1

Company/Consultant's Name:

Background/Services to be Rendered:
Classified New Hires, Promotion, Resignations and Retirements.

Date(s) of Service:

Funding Amount:

Funding Source:

RECOMMENDED BOARD ACTION:
Approve Classified Personnel Transactions as Submitted

New Hires

Mursal Agah Fayeq, Instructional Specialist Transitional Kindergarten at North Country Elementary effective October 15, 2025.

Angel Armienta, Noon Duty Aide at Spinelli, effective November 3, 2025.

Deisy Campos Pantoja, Instructional Specialist Physically Handicapped at North Country Elementary, effective November 4, 2025.

Hanan Badday, Instructional Specialist Physically Handicapped at Rex Fortune Elementary, effective November 10, 2025.

Giovanna Eversole, Instructional Specialist, Rex Fortune Elementary, effective November 10, 2025.

Jared Flores, Custodian at Rex Fortune Elementary, effective October 17, 2025.

Amikadevi Muthusamy, Account Technician in the Business Department, effective November 13, 2025.

Cindy Strole, Noon Duty Aide at Rex Fortune Elementary, effective October 20, 2025.

Nuellene Torres, Cafeteria Worker at Spinelli Elementary effective October 16, 2025.

Promotion

Tina Duncan has been promoted to Fiscal Analyst in the Business Department, effective October 21, 2025.

Jennifer Halcomb has been promoted to Cafeteria Lead 7-12 at McClellan High School, effective October 15, 2025.

Regina Jones has been promoted to Cafeteria Lead- TK-6th at Rex Fortune Elementary, effective November 3, 2025.

James Leonard has been promoted to Instructional Specialist Physically Handicapped at Center High School, effective November 3, 2025.

Dalia Quintero has been promoted to Bilingual Assistant at Spinelli Elementary, effective October 27, 2025.

Xe Vang has been promoted to Instructional Specialist Transitional Kindergarten at Spinelli Elementary, effective November 3, 2025.

Resignation

Phylicia Boler, Cafeteria Worker at Oak Hill Elementary, effective November 14, 2025.

Francesca Garibaldi, Cafeteria Worker at Center High School, effective October 24, 2025.

Pensri Mammolite, Noon Duty Aide at Wilson Riles effective October 27, 2025.

Retirements

Carol Domalakes, Lead Account Technician in the Business Department, effective December 31, 2025.

Leave of Absence

Aric Dabaja, Noon Duty Aide at Oak Hill Elementary has informed the Human Resources Department in writing that he is requesting an unpaid leave of absence from November 12, 2025 to January 9, 2026.

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Chris Borasi
Director of Human Resources/Student Services

Initials: CSB

SUBJECT: Certificated Personnel Transactions

☒ **Action Item** ☐ **Information Item** **Attached Pages** 1

Company/Consultant's Name:

Background/Services to be Rendered:
Certificated Resignations, Retirements, Leaves, New Hires and Promotions

Date(s) of Service:

Funding Amount:

Funding Source:

RECOMMENDED BOARD ACTION:
Approve Certificated Personnel Transactions as Submitted

Agenda Item: XIII-3

Resignations

Jennifer Roberts amended her resignation date to resign her position as a Special Education Teacher for Center High School effective May 5, 2025.

Robin Huebner resigned her position as a Speech Therapist for the Special Education Department effective October 31, 2025.

Retirement

David French is retiring as a Principal at McClellan High School effective December 30, 2025.

Leaves

Alissa Kauffmann, an Elementary Teacher at North Country Elementary School, has informed the Human Resources Department in writing that she is requesting an unpaid leave of absence from November 3, 2025 to December 19, 2025.

New Hires

Julia Huynh was hired as a School Nurse for the Curriculum & Instruction Department effective November 4, 2025.

Promotions

Tamara J'Beily was promoted to Principal for McClellan High School/State and Federal Programs Administrator effective January 5, 2026.

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Mike Jordan Initials: MDJ

SUBJECT: Master Contract for Non-Public Agency, LifeWorks.

☒ **Action Item** ☐ **Information Item** **Attached Pages** 46

Company/Consultant's Name:

LifeWorks

Background/Services to be Rendered:

Master Contract between Non-Public Agency, LifeWorks, and Center Joint Unified School District for the 25/26 school year. LifeWorks provides consulting, assessments and evaluation services for CJUSD Special Education Students. This contract enables CJUSD Special Education students to receive services according to their IEPs.

Master Contract #23- LifeWorks

Date(s) of Service: 25/26 School Year

Funding Amount: Not applicable

Funding Source: Special Education Funds

RECOMMENDED BOARD ACTION:

Please ratify the Master Contract between CJUSD and LifeWorks.

#23

Sacramento County
SELPA

SACRAMENTO COUNTY SELPA

SUPPORTING THE FOLLOWING LEAS:
ARCOHE, CENTER, ELVERTA, GALT ELEMENTARY, GALT HIGH SCHOOL, NATOMAS CHARTER SCHOOL, RIVER DELTA, ROBLA

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

SACRAMENTO COUNTY SELPA

2025-2026

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Center Joint Unified School District

Contract Year 2025-2026

[ ] Nonpublic School ("NPS")
[X] Nonpublic Agency ("NPA")

Type of Contract:

[ ] Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this Contract.

[ ] Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

[ ] Interim Extension of the Master Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA in accordance with Section 4 of this Master Contract. Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract

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2025-2026

LEA: Center Joint Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Life Works

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2025, between CJUSD _____, hereinafter referred to as the local educational agency ("LEA") and Life Works _____ (nonpublic, nonsectarian school [NPS] or nonpublic, nonsectarian agency [NPA]), hereinafter referred to as "NPS/A" or "CONTRACTOR," for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is ordered pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and Parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement and/or NPS/A services is appropriate, and the IEP is signed by the Parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A placements and services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of the State of California shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the State of California, or other public agency having delegated authority by contract with the State of California to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of the State of California, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by the LEA. Any suspension or revocation of CONTRACTOR's CDE certification shall also be good cause for the immediate suspension or termination of this Contract by LEA, at LEA's discretion.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, State of California, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA Procedures and shall indemnify LEA under the provisions of Section 16 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA Procedures (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to CDE any violations of the provisions of this Contract; and that this may result in the suspension and/or revocation of CDE NPA/S certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2025, to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the

contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Contract incorporates LEA Procedures herein by this reference. Each ISA is also incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide LEA with information as requested in writing to secure a Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation, and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Contract will be issued. If CONTRACTOR does not return the Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Contract is received by LEA and will not be retroactive to the first day of the new Contract's effective date. If CONTRACTOR fails to execute the new Contract within such ninety-day period, all payments shall cease until such time as the new Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code §56366(c)(1) and (2)). In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Contract in effect. In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program/services provided under this Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the Parent and LEA. At any time during the term of this Contract, a Parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Contract, CONTRACTOR shall provide all services specified in the IEP unless CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code §56366(a)(5) and California Code of Regulations, tit. 5, § 3062(e).) In the event CONTRACTOR is unable to provide a specific service at any time during the term of the ISA, CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all

subsequent compensatory service hours awarded to a LEA student as a result of lack of provision of services while the student was served by CONTRACTOR.

If a Parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of the State of California and federal law unless the Parent and LEA voluntarily agree otherwise, or an Interim Alternative Educational Setting ("IAES") is deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA, or the Contract may be appealed to the Sacramento County Superintendent of Schools or the California State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

Exhibit B includes the ISA form.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency ("NPS/A") certified by the California Department of Education ("CDE"), and its officers, agents and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

   Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by State laws or regulations. (California Code of Regulations, tit. 5, § 3001(r).)

e. The term "license" means a valid non-expired document issued by a licensing agency within the California Department of Consumer Affairs or other State of California licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to, mental health and board and care services at a residential placement. If a license is not available through an appropriate State of California licensing agency, a certificate of registration with the appropriate

professional organization at the national or State of California level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a foster parent if the authority of the biological or adoptive parents to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (b)(2),

iii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iv. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

v. a surrogate parent.

Parents do not include the state or any political subdivision of government or a NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code §56028.)

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which an LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed, emailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Contract. Notices to CONTRACTOR shall be addressed as indicated on the signature page of this Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by State and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract. For purposes of this Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records

(Parent/doctor notes, telephone logs, and related documents) if CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; business licenses held; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/State payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's Parent; (b) an individual to whom written consent has been executed by the LEA student's Parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to LEA student records. For purposes of this Section, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the LEA student's Parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record and comply with Parent requests for copies of LEA student records, as required by State of California and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify LEA of any change of ownership or corporate control within ten (10) business days of such change.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall provide CONTRACTOR with thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory

guidelines and a copy of the statute, guideline, or regulation upon which the modifications or changes are based.

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public class initiated during the period of the Contract unless the Parent agrees to the transfer of the LEA student to the public-school program at an IEP team meeting. To terminate the Contract or ISA, either party shall give no less than twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

Notwithstanding the foregoing, this Contract or ISA may be terminated immediately, without twenty (20) days prior notice and at LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's NPS/A certification. If this Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract within five (5) business days of termination. Notwithstanding the foregoing regarding termination of an ISA, CONTRACTOR is bound by the "stay put" provisions described in Section 6 of this Contract.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Contract or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. Injury
$3,000,000 general aggregate
$2,000,000 products/completed operations aggregate

CONTRACTOR's general liability policy shall be primary and shall not seek contribution from LEA's coverage and be endorsed using Insurance Services Office form CG 20 10 or CG 20 26 (or equivalent) to provide that LEA and its officers, officials, employees, and agents shall be additional insureds under such policies. The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. If CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Commercial Auto Liability Insurance**

CONTRACTOR shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million

dollars ($2,000,000) per accident. If no owned automobiles, then only hired and non-owned is required. If CONTRACTOR uses a vehicle to travel to/from school sites, between schools, and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with the State of California auto insurance requirements.

C. **Workers' Compensation and Employers Liability Insurance** CONTRACTOR shall maintain Workers' Compensation Insurance with Statutory Limits and Employers' Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease. CONTRACTOR shall submit to LEA, along with the certificate of insurance, a waiver of subrogation endorsement in favor of LEA

D. **Sexual Abuse and Molestation Insurance**

CONTRACTOR shall provide Sexual Abuse and Molestation coverage in the minimum amount of two million dollars ($2,000,000) per occurrence. This insurance shall cover potential claims of sexual abuse or molestation. SAM limits of one million ($1,000,000) may be acceptable for service providers with 5 employees or less.

Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

E. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**

CONTRACTOR shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Contract, in the minimum amount of two million dollars ($2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

F. For all Insurance Coverage in Part I:

1) Each insurance policy required by the Contract shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to LEA, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

2) All self-insured retentions over $100,000 must be declared and approved by LEA.

3) Evidence of Insurance – Prior to commencement of serving LEA students pursuant to this Contract, CONTRACTOR shall furnish LEA with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. CONTRACTOR must agree to provide complete, certified copies of all required insurance policies if requested by LEA.

4) Acceptability of Insurers – Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-, VII, or higher.

5) CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. However, insurance requirements may be determined on a "per subcontractor" basis, considering the particular work to be done by the subcontractor.

6) All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a residential treatment center ("NPS/RTC"), the following insurance policies are required:

A. Commercial General Liability

CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than three million dollars ($3,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit. CONTRACTOR'S general liability policies shall be primary and shall not seek contribution from the LEA'S coverage and be endorsed with a form at least as broad as ISO form 20 10 or CG 20 26 to provide that LEA and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

The policy shall be endorsed to name LEA and LEA's Board of Trustees as named additional insureds and shall provide specifically that any insurance carried by LEA which may be applicable to any claims or loss shall be deemed excess and NPS/RTC's insurance primary despite any conflicting provisions in the NPS/RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of LEA.

Any failure to comply with reporting provisions of the policies by CONTRACTOR shall not affect coverage provided to the LEA.

Coverage shall contain a waiver of subrogation in favor of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the NPS/RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers' Liability coverage with limit of no less than one million dollars ($1,000,000) per accident for bodily injury or disease. CONTRACTOR shall submit to LEA, along with Certificate of Insurance, a waiver of subrogation endorsement in favor of the LEA.

C. **Business Auto Liability Coverage** CONTRACTOR shall provide auto liability coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** CONTRACTOR shall maintain Fidelity Bond or Crime Coverage to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment, or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance** CONTRACTOR shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection

with this Contract, in the minimum amount of three million dollars ($3,000,000) per claim and six million dollars ($6,000,000) aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

F. Sexual Abuse and Molestation Insurance

CONTRACTOR shall provide Sexual Abuse and Molestation Insurance with limits not less than three million dollars ($3,000,000) per occurrence and six million dollars ($6,000,000) aggregate. This insurance shall cover potential claims of sexual abuse or molestation.

Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

G. For all Insurance Coverage in Part II:

1) Each insurance policy required by the Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days prior written notice has been given to LEA, except that ten (10) days prior written notice shall apply in the event of cancellation for nonpayment of premium.

2) Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials, and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

3) Evidence of Insurance – Prior to the commencement of serving LEA students pursuant to this Contract, CONTRACTOR shall furnish LEA with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. CONTRACTOR must agree to provide complete, certified copies of all required insurance policies if requested by LEA.

4) Acceptability of Insurers – Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-, VII, or higher.

5) For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials, and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials, and employees shall be in excess of the CONTRACTOR's insurance and shall not contribute to it.

All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

A. When the law establishes a professional standard of care for CONTRACTOR'S Services, to the fullest extent permitted by law, CONTRACTOR shall indemnify, protect, defend, and hold harmless LEA and

any and all of its officials, employees and volunteers from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the CONTRACTOR is responsible for such damages, liabilities and costs on a comparative basis of fault between the CONTRACTOR and the LEA in the performance of professional services under this Contract.

B. INDEMNITY FOR OTHER THAN PROFESSIONAL LIABILITY

Other than in the performance of professional services and to the full extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless LEA and any and all of its employees, officials, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contract by CONTRACTOR or by any individual or LEA for which CONTRACTOR is legally liable, including, but not limited to officers, agents, employees, or subcontractors of CONTRACTOR, except when caused by the active negligence or willful misconduct of the LEA.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that determination.

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR is developing subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Contract during the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor shall furnish LEA with original endorsements and certificates of insurance effecting coverage required by Section 15 of this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by

LEA, the endorsements are to be on forms provided by LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract. All Certificates of Insurance must reference the LEA contract number, name of the NPS/A submitting the certificate, designation of NPS or NPA, and the location of the NPS/A submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Contract. No subcontract shall be considered final without LEA approval.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a Parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for an LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This section shall apply to the CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's NPS/A) or whether an assessment of the LEA student is performed, or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid conflict of interest, and to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the LEA student for whom the IEE is requested. Likewise, LEA may not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands California Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred sixty-five (365) days prior to executing this Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request Parent(s) to pursue funding for the admitted school year from LEA through due process proceedings. Such action shall constitute good cause for termination of this Contract by LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or

expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by federal or State law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each LEA student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA, in writing, if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of an LEA student's enrollment under the terms of this Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

CONTRACTOR may charge an LEA student's Parent(s) for services and/or activities not necessary for the student to receive a FAPE after: (a) written notification to the LEA student's Parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by the LEA student's Parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning Parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a FAPE shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR, and Parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq*.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to State and federal law and; (e) supplemental assistance, including individual academic tutoring,

psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certifications, and shall be provided as specified in the student's IEP and ISA. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Contract. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a Parent or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the Parent to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Contract. CONTRACTOR shall immediately notify LEA in writing if no Parent, guardian or adult caregiver is present.

CONTRACTORs providing Behavior Intervention Services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. CONTRACTORs providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited to CDE Certification and do not constitute an instructional program.

When CONTRACTOR is an NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is an NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that California Education Code prescribes for LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS CONTRACTOR is unable to fill a vacant teaching position responsible for direct instruction to LEA students, and the vacancy has a direct impact on the CDE Certification of that school, CONTRACTOR shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to an NPA CONTRACTOR.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq*.

25. CALENDARS

When CONTRACTOR is a NPS:

CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by LEA) for each LEA student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for its regular school year and/or extended school year, the approved number of days shall become the total billable days for CONTRACTOR. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the student's IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the student's IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to by LEA and CONTRACTOR, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be the sole financial responsibility of CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. As of the execution of this Contract, those holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Juneteenth and

Independence Day. With the prior written approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a NPA:

CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise in writing before delivery of any NPA services. Students must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any services provided without this written agreement shall be the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Section 62 of this Contract.

26. DATA REPORTING

CONTRACTOR shall agree to provide to LEA all data related to LEA student information and billing information. CONTRACTOR shall provide data related to all sections of this Contract, including student discipline as noted below, when requested by LEA and in the format required by LEA. It is understood that CONTRACTOR shall utilize LEA-approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to in writing by LEA. Additional progress reporting may be required by the LEA. LEA shall provide CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, with a written report of all incidents in which a statutory offense is committed by any LEA student, regardless of if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915. (Ed. Code § 49006.)

LEA shall provide CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at its discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA Procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public-school setting, CONTRACTOR shall assist LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), and Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the LEA student, and mandated by LEA pursuant to LEA, State of California, and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA-mandated meetings when legal mandates and/or LEA Procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Contract.

LEA students who exhibit behaviors that interfere with their learning, or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports ("BERs"). CONTRACTOR shall inform each of its employees about the policy, provide each employee with a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. Training shall include certification by an approved LEA crisis intervention program. Training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and

annually to all staff who have any contact or interaction with pupils during the school day. (Ed. Code 56366.10(f).) The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate written records documenting all training completed by all of CONTRACTOR's employees. Evidence of all training shall be submitted to LEA at least annually at the beginning of the school year, and within five (5) business days of completion of training or any new hire upon LEA request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to a LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency. Consistent with Section 44 of this Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. Emergencies ***require*** a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment ("FBA"), and to determine an interim plan, or both. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions like the following:

1. Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric shock.
2. An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mist, or substances in proximity to the face of the individual.
3. An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities.
4. An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma.
5. Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
6. Prone Restraint.
7. Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
8. An intervention that precludes adequate supervision of the individual.
9. An intervention that deprives the individual of one or more of their senses.

CONTRACTOR shall comply with Education Code section 49005.8., 56521.1 and 56521.2 Specifically, Contractor shall not do any of the following:

1. Use seclusion or behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion unless it is in a facility otherwise licensed or permitted by state law to use a locked room.

3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a prone restraint.
7. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, that may require an IEP team meeting.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the Parent when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

BEHAVIOR INTERVENTION REPORTING: Twice annually, CONTRACTOR shall certify to LEA that (a) CONTRACTOR has reviewed the BERs for each LEA student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each LEA student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to LEA students or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior; and (d) BERs have been properly completed and timely forwarded to LEA as required by this Contract.

CONTRACTOR's failure to comply with any of the requirements of Section 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract by LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with State of California and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, monthly, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless of if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to LEA. Written discipline reports shall include, but not be limited to: the student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each LEA student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and California Education Code section 56345(b)(4).)

If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of the student's IEP team. Except as otherwise provided in the Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Contract, the Parent, CONTRACTOR, or LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR, LEA, and Parent in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to CONTRACTOR, LEA, and Parent. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation regarding the student's progress on goals and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA Procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Contract.

It is understood that CONTRACTOR shall utilize the LEA approved electronic IEP system for all IEP planning and progress reporting at LEA's discretion. LEA may provide training for any CONTRACTOR to ensure access to the approved system. CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a LEA student dis-enrolls from the NPS/A, the CONTRACTOR shall discontinue use of the approved system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Contract, may only be made based on revisions to the student's IEP. In the event that CONTRACTOR believes a LEA student requires a change of placement, CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. A LEA student is entitled to remain in the last agreed upon and implemented placement unless Parent agrees otherwise, or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415(k)(4) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's Parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 U.S.C. sections 1414-1482 and 34 C.F.R. sections 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation includes CONTRACTOR's staff being made available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other State and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/ISA.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to Parent complaints. These procedures shall include annually notifying and providing Parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8(a), (d) and 106.9(a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided monthly, CONTRACTOR shall provide Parents, with a concurrent copy sent to LEA, at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's Parent quarterly.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, transition plans, and behavior intervention plans, including

but not limited to log sheets, chart notes, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. LEA may request such data at any time within five (5) years of the date of service. CONTRACTOR shall maintain such information for at least five (5) years and shall provide this data supporting progress to LEA within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the LEA student at least ten (10) days prior to the student's IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by State and federal laws and regulations and pursuant to LEA Procedures, and/or LEA practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team at least five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation, such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting, and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to LEA students as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge a LEA student's Parent(s) or LEA for the provision of progress reports, report cards, and/or any evaluations conducted in order to obtain present levels of performance, interviews, and/or attendance at any meetings. It is understood that all billable hours are limited to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the student's record and shall be made available to LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS & TRANSCRIPTS

When CONTRACTOR is an NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in *EC* Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. The CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in *EC* Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive and submit such transcripts on LEA-approved forms to the LEA student's school of residence for evaluation of progress toward completion of diploma

requirements as specified in LEA Procedures. The CONTRACTOR shall submit to LEA, the names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA. All transcripts shall be maintained by the CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Sections 9 and 26 of this Contract.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify Parents in writing of their obligation to notify CONTRACTOR of an LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to Parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA in writing of the LEA student's change of residence as specified in LEA Procedures.

If CONTRACTOR had knowledge or should reasonably have had knowledge of an LEA student's change of residence and CONTRACTOR fails to follow the procedures specified in this section, LEA shall not be responsible for the costs of services delivered following the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

CONTRACTOR shall immediately report to LEA via telephone and electronically (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential treatment center ("RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with an NPS/RTC shall cooperate with a Parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that Parents obtain prior written authorization for therapeutic visits from CONTRACTOR and LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all Parent travel and accommodations and provide travel information to the parents as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through LEA consistent with LEA Procedures.

CONTRACTOR providing services in a LEA student's home as specified in the IEP shall ensure that at least one Parent of the child, or an adult caregiver with the Parent's written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the Parent shall be provided to the LEA prior to the start of any home-based services, including written and signed

authorization in emergency situations. CONTRACTOR shall ensure that the Parent informs the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with CONTRACTOR.

CONTRACTOR shall notify LEA in writing immediately (within 24 hours) of all problems and/or concerns reported to Parents, both verbal and written.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines and LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and Parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the LEA student's Parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.). In addition, CONTRACTOR shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is an NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

43. MONITORING

When CONTRACTOR is a NPS, LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which LEA has a student attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the student through the ISA between LEA and the NPS, a review of progress the student is making toward the goals set forth in the student's IEP, a review of progress the student is making toward the goals set forth in the student's BIP, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility.

LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a student if LEA does not have any students enrolled at the NPS at the time of placement. (Ed. Code § 56366.1.)

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress held by CONTRACTOR. LEA's access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR and LEA shall be invited to participate in the review of each LEA student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR follows Education Code section 56366.9 and Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using LEA's Quality On-Site NPS Review Rubric.

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) Superintendent shall conduct an onsite review in year two; and (3) Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant State and federal regulations, and Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment to LEA and CDE. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is an NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

If CONTRACTOR is a NPA:

When CONTRACTOR is an NPA, all employees, volunteers, and subcontractors of CONTRACTOR who will or are likely to interact with LEA students shall obtain clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI"). Notwithstanding the restrictions on sharing and destroying criminal background check information and notwithstanding the express provisions of California Education Code sections 44237, 45125.1, and 56366.1, CONTRACTOR shall require all employees, volunteers, and subcontractors to submit fingerprints through LEA's Live Scan system, regardless of whether CONTRACTOR requires its employees and volunteers to submit fingerprints for background checks in accordance with its own procedures. In addition, CONTRACTOR shall require all employees, volunteers, and subcontractors who will interact with LEA students outside the immediate supervision and control of

the student's Parent or an LEA employee to enroll in LEA's subsequent arrest notification service as required by California Penal Code section 11105.2.

No employees, volunteers, or subcontractors of CONTRACTOR who have been convicted of a violent or serious felony, as those terms are defined in California Education Code Section 44237 subdivision (h) shall interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee, unless despite the employee's, volunteer's, or subcontractor's conviction of a violent or serious felony, they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not interact with LEA students unless and until CDOJ and DBI clearances are ascertained through LEA's Live Scan system.

If CONTRACTOR is a NPS or RTC:

When CONTRACTOR is an NPS or RTC, CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. In addition, if CONTRACTOR is located outside of California, then the CONTRACTOR shall also obtain clearance from its state's department of justice. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until CDOJ, it's state's DOJ, and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. CONTRACTOR shall certify to LEA that CONTRACTOR'S employees, volunteers, and subcontractors have successful background checks and CONTRACTOR enrolled in subsequent arrest notification service for all employees, volunteers, and subcontractors who may come into contact with LEA students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, employee, volunteer, and subcontractor of the CONTRACTOR. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code §56366.1(a)(5)) CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a LEA student shall be certified or licensed by that state where it is located to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Sacramento County Superintendent of Schools. CONTRACTOR shall comply with the requirements of Section 44 (Clearance Requirements) and provide LEA with verified dates of Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or

lawsuit, or otherwise nullified during the effective period of this Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Contract.

CONTRACTOR'S failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or and shall be good cause for termination of this Contract by LEA.

CONTRACTOR shall identify to LEA any employee (or CONTRACTOR, if CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the employee and LEA the actual amounts paid to the individual for services rendered under this Contract, with LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation, including but not limited to Education Code section 22461.

47. STAFF ABSENCE

When CONTRACTOR is a NPS and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a LEA student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public-school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA Procedures and school campus-specific policies and procedures regarding visitors to/on school campuses. Such LEA Procedures shall be made available to the CONTRACTOR upon request. It is understood that the LEA public school credentialed classroom teacher

is responsible for the instructional program, and all NPA service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause for LEA to terminate this Contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one Parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the Parent shall be provided to LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to Parents, in either verbal or written form, shall also be immediately (within 24 hours) reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, State, and local, and laws, regulations, ordinances, policies, and procedures, and LEA Procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code section 121545(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a LEA student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030 *et seq.* and Cal/OSHA's Blood-Borne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

See also the Health and Safety Addendum to Master Contract 2023-2024 in Exhibit C.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, State, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. During the duration of this Contract, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, State, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by LEA.

In signing this Contract, CONTRACTOR certifies that its facilities either comply with federal and State of California and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a LEA student who is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's Parent(s) provides to CONTRACTOR: (a) a written

statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's Parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and Parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to and as specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the LEA's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement from CONTRACTOR acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

In the event there is a suspicion of abuse conducted by anyone (students, staff, CONTRACTOR or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify LEA's Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by LEA in connection with such report.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and State law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all of its staff members, including volunteers, independent contractors and subcontractors, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 *et seq.* A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA by CONTRACTOR before execution of this Contract and in response to subsequent requests by LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the NPS/A has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each student.

CONTRACTOR shall comply with all LEA Procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments to CONTRACTOR by LEA shall be made in accordance with the terms and conditions of this Contract and in compliance with LEA Procedures and governed by all applicable federal and State of California laws.

If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided.

In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

Such an invoice is subject to all conditions of this Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall

pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set if LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employees.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366.5(a); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable LEA student for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend

CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the LEA's Authorized Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Pursuant to the provisions of Education Code section 56366(c)(2), the LEA or CONTRACTOR may appeal to the Sacramento County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract to negotiate the contract. Within thirty (30) days of receipt of this appeal, the Sacramento County Superintendent of Schools or a designee, shall mediate the formulation of a contract, which shall be binding on both parties. Alternatively, the parties may agree to retain the services of a mutually agreed upon mediator to negotiate the contract.. Both parties agree to pay for their own costs and expenses arising out of any such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL (NPS) STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in a LEA student's IEP.

NONPUBLIC SCHOOL (NPS) STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10^{th}) cumulative day of a LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY (NPA) STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY (NPA) STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a LEA student no later than the fifth (5^{th}) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency for the reasons set forth in Education Code section 41422 and serves LEA students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.

b. If CONTRACTOR is closed during an emergency for the reasons set forth in Education Code section 41422, if LEA is able to obtain alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR's NPS closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in regular attendance, until an alternative placement can be found, so long as CONTRACTOR complies with Section 60(d), below.

c. If both LEA and CONTRACTOR are closed during an emergency for the reasons set forth in Education Code section 41422, on days LEA is funded, CONTRACTOR shall receive payment consistent with the LEA student's ISA, until an alternative placement for the LEA student can be found so long as CONTRACTOR complies with Section 60(d), below. If LEA is able to obtain an alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S NPS closure.

d. CONTRACTOR shall, in the case of school closures during an emergency for the reasons set forth in Education Code section 41422, implement the LEA student's IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions and continue implementing ISAs for enrolled students

CONTRACTOR shall ensure its students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) as required to access and participate.

e. In the event of CONTRACTOR'S closure during an emergency, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Section 59.

When the emergency school closure is lifted, CONTRACTOR shall notify LEA of any lost instructional minutes for any LEA student. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain, and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract.

CONTRACTOR shall provide access to LEA to all records including, but not limited to those documents identified in Section 9 of this Contract. CONTRACTOR shall also make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall provide all records to LEA within five (5) working days of a written request. CONTRACTOR shall, at no cost to LEA, help with such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format. Such access shall also include unannounced inspections by LEA.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements relating to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and federal law, and the codes and charges for such educational and/or related services during the term of this Contract, shall be as stated in Exhibit A.

When CONTRACTOR is a NPS associated with a RTC ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature. Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the LEA's Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this Contract, CONTRACTOR certifies that:

(a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and

(b) CONTRACTOR and any of its shareholders, partners, or executive officers have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, any state or local government contract or subcontract; violation of federal or any state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR

LifeWorks-ACS, Inc.
Nonpublic School/Agency

By: Elaine Dumo 7/25/25
Signature Date

Elaine Dumo, Owner
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

LEA

Center Joint Unified School District

By: [signature] 10/30/2025
Signature Date

By:
Mike Jordan, Director of C+I + SpEd
Name and Title of Authorized Representative

Notices to LEA shall be addressed to:

Elaine Damo, OTR/L, Owner
Name and Title

LifeWorks-ACS, Inc.
Nonpublic School/Agency/Related Service Provider

1155 W. Hammer Lane, Suite 1
Address

Stockton, CA 95209
City State Zip

(209) 462-1598 (209) 942-0294
Phone Fax

edamo@lifeworks-acs.com
Email* (*Required)

Mike Jordan, Director of Ctl and SpEd
Name and Title

CJUSD
LEA

8725 Watt Ave
Address

Antelope CA 95843
City State Zip

916 339-4697
Phone Fax

mikejordan@centerusd.org
Email

AdminAsst: ndechance@lifeworks-acs.com

Additional LEA Notification
(Required if Completed)

Name and Title

LEA

Address

City State
Zip

Phone Fax

Email

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:_____

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	_____	_____
Language and Speech (415)	_____	_____
Adapted Physical Education (425)	_____	_____
Health and Nursing: Specialized Physical Health Care (435)	_____	_____
Health and Nursing: Other Services (436)	_____	_____
Assistive Technology Services (445)	_____	_____
Occupational Therapy (450)	_____	_____
Physical Therapy (460)	_____	_____
Individual Counseling (510)	_____	_____
Counseling and Guidance (515)	_____	_____
Parent Counseling (520)	_____	_____
Social Work Services (525)	_____	_____
Psychological Services (530)	_____	_____
Behavior Intervention Services (535)	_____	_____
Specialized Services for Low Incidence Disabilities (610)	_____	_____
Specialized Deaf and Hard of Hearing (710)	_____	_____
Interpreter Services (715)	_____	_____

Audiological Services (720)			
Specialized Vision Services (725)			
Orientation and Mobility (730)			
Specialized Orthopedic Services (740)			
Reader Services (745)			
Transcription Services (755)			
Recreation Services, Including Therapeutic (760)			
College Awareness (820)			
Work Experience Education (850)			
Job Coaching (855)			
Mentoring (860)			
Travel Training (870)			
Other Transition Services (890)			
Transportation			
Other (900)			

EXHIBIT B: 2025-2026 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2025 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: _____

   Estimated Number of Days _____ **x Daily Rate** _____ **= PROJECTED BASIC EDUCATION COSTS** _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS$ _____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-	-LEA/SELPA-
_____	_____
(Name of Nonpublic School/Agency)	(Name of LEA/SELPA)
_____	_____
(Signature) (Date)	(Signature) (Date)
_____	_____
(Name and Title)	(Name of Superintendent or Authorized Designee)

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Mike Jordan Initials: MDJ

SUBJECT: Master Contract for Non-Public Agency, Total Education Solutions.

☒ **Action Item** ☐ **Information Item** **Attached Pages** 46

Company/Consultant's Name:

Total Education Solutions

Background/Services to be Rendered:

Master Contract between Non-Public Agency, Total Education Solutions, and Center Joint Unified School District for the 25/26 school year. Total Education Solutions provides a wide variety of services including physical therapy, occupational therapy, and behavior intervention services for CJUSD Special Education Students. This contract enables CJUSD Special Education students to receive services according to their IEPs.

Master Contract #24- Total Education Solutions

Date(s) of Service: 25/26 School Year

Funding Amount: Not applicable

Funding Source: Special Education Funds

RECOMMENDED BOARD ACTION:

Please ratify the Master Contract between CJUSD and Total Education Solutions.

#24

Sacramento County SELPA

SACRAMENTO COUNTY SELPA

SUPPORTING THE FOLLOWING LEAS:

ARCOHE, CENTER, ELVERTA, GALT ELEMENTARY, GALT HIGH SCHOOL, NATOMAS CHARTER SCHOOL, RIVER DELTA, ROBLA

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

SACRAMENTO COUNTY SELPA

2025-2026

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Center Joint Unified School District

Contract Year 2025-2026

[ ] Nonpublic School ("NPS")

[x] Nonpublic Agency ("NPA")

Type of Contract:

[x] Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this Contract.

[ ] Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

[ ] Interim Extension of the Master Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA in accordance with Section 4 of this Master Contract.
Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract

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2025-2026

LEA: Center Joint Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Total Education Solutions, Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2025, between CJUSD, hereinafter referred to as the local educational agency ("LEA") and Total Education Solutions, Inc. (nonpublic, nonsectarian school [NPS] or nonpublic, nonsectarian agency [NPA]), hereinafter referred to as "NPS/A" or "CONTRACTOR," for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is ordered pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and Parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement and/or NPS/A services is appropriate, and the IEP is signed by the Parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A placements and services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of the State of California shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the State of California, or other public agency having delegated authority by contract with the State of California to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of the State of California, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by the LEA. Any suspension or revocation of CONTRACTOR's CDE certification shall also be good cause for the immediate suspension or termination of this Contract by LEA, at LEA's discretion.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, State of California, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA Procedures and shall indemnify LEA under the provisions of Section 16 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA Procedures (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to CDE any violations of the provisions of this Contract; and that this may result in the suspension and/or revocation of CDE NPA/S certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2025, to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the

contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Contract incorporates LEA Procedures herein by this reference. Each ISA is also incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide LEA with information as requested in writing to secure a Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation, and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Contract will be issued. If CONTRACTOR does not return the Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Contract is received by LEA and will not be retroactive to the first day of the new Contract's effective date. If CONTRACTOR fails to execute the new Contract within such ninety-day period, all payments shall cease until such time as the new Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code §56366(c)(1) and (2)). In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Contract in effect. In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program/services provided under this Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the Parent and LEA. At any time during the term of this Contract, a Parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Contract, CONTRACTOR shall provide all services specified in the IEP unless CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code §56366(a)(5) and California Code of Regulations, tit. 5, § 3062(e).) In the event CONTRACTOR is unable to provide a specific service at any time during the term of the ISA, CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all

subsequent compensatory service hours awarded to a LEA student as a result of lack of provision of services while the student was served by CONTRACTOR.

If a Parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of the State of California and federal law unless the Parent and LEA voluntarily agree otherwise, or an Interim Alternative Educational Setting ("IAES") is deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA, or the Contract may be appealed to the Sacramento County Superintendent of Schools or the California State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

Exhibit B includes the ISA form.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency ("NPS/A") certified by the California Department of Education ("CDE"), and its officers, agents and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

   Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by State laws or regulations. (California Code of Regulations, tit. 5, § 3001(r).)

e. The term "license" means a valid non-expired document issued by a licensing agency within the California Department of Consumer Affairs or other State of California licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to, mental health and board and care services at a residential placement. If a license is not available through an appropriate State of California licensing agency, a certificate of registration with the appropriate

professional organization at the national or State of California level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:
   i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
   ii. a foster parent if the authority of the biological or adoptive parents to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (b)(2),
   iii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
   iv. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
   v. a surrogate parent.

   Parents do not include the state or any political subdivision of government or a NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code §56028.)

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which an LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed, emailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Contract. Notices to CONTRACTOR shall be addressed as indicated on the signature page of this Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by State and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract. For purposes of this Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records

(Parent/doctor notes, telephone logs, and related documents) if CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; business licenses held; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/State payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's Parent; (b) an individual to whom written consent has been executed by the LEA student's Parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to LEA student records. For purposes of this Section, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the LEA student's Parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record and comply with Parent requests for copies of LEA student records, as required by State of California and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify LEA of any change of ownership or corporate control within ten (10) business days of such change.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall provide CONTRACTOR with thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory

guidelines and a copy of the statute, guideline, or regulation upon which the modifications or changes are based.

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public class initiated during the period of the Contract unless the Parent agrees to the transfer of the LEA student to the public-school program at an IEP team meeting. To terminate the Contract or ISA, either party shall give no less than twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

Notwithstanding the foregoing, this Contract or ISA may be terminated immediately, without twenty (20) days prior notice and at LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's NPS/A certification. If this Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract within five (5) business days of termination. Notwithstanding the foregoing regarding termination of an ISA, CONTRACTOR is bound by the "stay put" provisions described in Section 6 of this Contract.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Contract or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. Injury
$3,000,000 general aggregate
$2,000,000 products/completed operations aggregate

CONTRACTOR's general liability policy shall be primary and shall not seek contribution from LEA's coverage and be endorsed using Insurance Services Office form CG 20 10 or CG 20 26 (or equivalent) to provide that LEA and its officers, officials, employees, and agents shall be additional insureds under such policies. The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. If CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Commercial Auto Liability Insurance**

CONTRACTOR shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million

dollars ($2,000,000) per accident. If no owned automobiles, then only hired and non-owned is required. If CONTRACTOR uses a vehicle to travel to/from school sites, between schools, and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with the State of California auto insurance requirements.

C. **Workers' Compensation and Employers Liability Insurance** CONTRACTOR shall maintain Workers' Compensation Insurance with Statutory Limits and Employers' Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease. CONTRACTOR shall submit to LEA, along with the certificate of insurance, a waiver of subrogation endorsement in favor of LEA

D. **Sexual Abuse and Molestation Insurance**

CONTRACTOR shall provide Sexual Abuse and Molestation coverage in the minimum amount of two million dollars ($2,000,000) per occurrence. This insurance shall cover potential claims of sexual abuse or molestation. SAM limits of one million ($1,000,000) may be acceptable for service providers with 5 employees or less.

Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

E. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**

CONTRACTOR shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Contract, in the minimum amount of two million dollars ($2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

F. For all Insurance Coverage in Part I:

1) Each insurance policy required by the Contract shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to LEA, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

2) All self-insured retentions over $100,000 must be declared and approved by LEA.

3) Evidence of Insurance – Prior to commencement of serving LEA students pursuant to this Contract, CONTRACTOR shall furnish LEA with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. CONTRACTOR must agree to provide complete, certified copies of all required insurance policies if requested by LEA.

4) Acceptability of Insurers – Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-, VII, or higher.

5) CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. However, insurance requirements may be determined on a "per subcontractor" basis, considering the particular work to be done by the subcontractor.

6) All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a residential treatment center ("NPS/RTC"), the following insurance policies are required:

A. Commercial General Liability

CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than three million dollars ($3,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit. CONTRACTOR'S general liability policies shall be primary and shall not seek contribution from the LEA'S coverage and be endorsed with a form at least as broad as ISO form 20 10 or CG 20 26 to provide that LEA and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

The policy shall be endorsed to name LEA and LEA's Board of Trustees as named additional insureds and shall provide specifically that any insurance carried by LEA which may be applicable to any claims or loss shall be deemed excess and NPS/RTC's insurance primary despite any conflicting provisions in the NPS/RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of LEA.

Any failure to comply with reporting provisions of the policies by CONTRACTOR shall not affect coverage provided to the LEA.

Coverage shall contain a waiver of subrogation in favor of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the NPS/RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers' Liability coverage with limit of no less than one million dollars ($1,000,000) per accident for bodily injury or disease. CONTRACTOR shall submit to LEA, along with Certificate of Insurance, a waiver of subrogation endorsement in favor of the LEA.

C. **Business Auto Liability Coverage** CONTRACTOR shall provide auto liability coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** CONTRACTOR shall maintain Fidelity Bond or Crime Coverage to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment, or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance** CONTRACTOR shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection

with this Contract, in the minimum amount of three million dollars ($3,000,000) per claim and six million dollars ($6,000,000) aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

F. Sexual Abuse and Molestation Insurance

CONTRACTOR shall provide Sexual Abuse and Molestation Insurance with limits not less than three million dollars ($3,000,000) per occurrence and six million dollars ($6,000,000) aggregate. This insurance shall cover potential claims of sexual abuse or molestation.

Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

G. For all Insurance Coverage in Part II:

1) Each insurance policy required by the Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days prior written notice has been given to LEA, except that ten (10) days prior written notice shall apply in the event of cancellation for nonpayment of premium.

2) Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials, and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

3) Evidence of Insurance – Prior to the commencement of serving LEA students pursuant to this Contract, CONTRACTOR shall furnish LEA with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. CONTRACTOR must agree to provide complete, certified copies of all required insurance policies if requested by LEA.

4) Acceptability of Insurers – Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-, VII, or higher.

5) For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials, and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials, and employees shall be in excess of the CONTRACTOR's insurance and shall not contribute to it.

All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

A. When the law establishes a professional standard of care for CONTRACTOR'S Services, to the fullest extent permitted by law, CONTRACTOR shall indemnify, protect, defend, and hold harmless LEA and

any and all of its officials, employees and volunteers from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the CONTRACTOR is responsible for such damages, liabilities and costs on a comparative basis of fault between the CONTRACTOR and the LEA in the performance of professional services under this Contract.

B. INDEMNITY FOR OTHER THAN PROFESSIONAL LIABILITY

Other than in the performance of professional services and to the full extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless LEA and any and all of its employees, officials, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contract by CONTRACTOR or by any individual or LEA for which CONTRACTOR is legally liable, including, but not limited to officers, agents, employees, or subcontractors of CONTRACTOR, except when caused by the active negligence or willful misconduct of the LEA.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that determination.

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR is developing subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Contract during the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor shall furnish LEA with original endorsements and certificates of insurance effecting coverage required by Section 15 of this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by

LEA, the endorsements are to be on forms provided by LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract. All Certificates of Insurance must reference the LEA contract number, name of the NPS/A submitting the certificate, designation of NPS or NPA, and the location of the NPS/A submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Contract. No subcontract shall be considered final without LEA approval.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a Parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for an LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This section shall apply to the CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's NPS/A) or whether an assessment of the LEA student is performed, or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid conflict of interest, and to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the LEA student for whom the IEE is requested. Likewise, LEA may not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands California Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred sixty-five (365) days prior to executing this Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request Parent(s) to pursue funding for the admitted school year from LEA through due process proceedings. Such action shall constitute good cause for termination of this Contract by LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or

expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by federal or State law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each LEA student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA, in writing, if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of an LEA student's enrollment under the terms of this Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

CONTRACTOR may charge an LEA student's Parent(s) for services and/or activities not necessary for the student to receive a FAPE after: (a) written notification to the LEA student's Parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by the LEA student's Parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning Parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a FAPE shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR, and Parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to State and federal law and; (e) supplemental assistance, including individual academic tutoring,

psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certifications, and shall be provided as specified in the student's IEP and ISA. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Contract. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a Parent or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the Parent to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Contract. CONTRACTOR shall immediately notify LEA in writing if no Parent, guardian or adult caregiver is present.

CONTRACTORs providing Behavior Intervention Services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. CONTRACTORs providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited to CDE Certification and do not constitute an instructional program.

When CONTRACTOR is an NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is an NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that California Education Code prescribes for LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS CONTRACTOR is unable to fill a vacant teaching position responsible for direct instruction to LEA students, and the vacancy has a direct impact on the CDE Certification of that school, CONTRACTOR shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to an NPA CONTRACTOR.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq*.

25. CALENDARS

When CONTRACTOR is a NPS:

CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by LEA) for each LEA student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for its regular school year and/or extended school year, the approved number of days shall become the total billable days for CONTRACTOR. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the student's IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the student's IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to by LEA and CONTRACTOR, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be the sole financial responsibility of CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. As of the execution of this Contract, those holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Juneteenth and

Independence Day. With the prior written approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a NPA:

CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise in writing before delivery of any NPA services. Students must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any services provided without this written agreement shall be the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Section 62 of this Contract.

26. DATA REPORTING

CONTRACTOR shall agree to provide to LEA all data related to LEA student information and billing information. CONTRACTOR shall provide data related to all sections of this Contract, including student discipline as noted below, when requested by LEA and in the format required by LEA. It is understood that CONTRACTOR shall utilize LEA-approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to in writing by LEA. Additional progress reporting may be required by the LEA. LEA shall provide CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, with a written report of all incidents in which a statutory offense is committed by any LEA student, regardless of if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915. (Ed. Code § 49006.)

LEA shall provide CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at its discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA Procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public-school setting, CONTRACTOR shall assist LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), and Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the LEA student, and mandated by LEA pursuant to LEA, State of California, and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA-mandated meetings when legal mandates and/or LEA Procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Contract.

LEA students who exhibit behaviors that interfere with their learning, or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports ("BERs"). CONTRACTOR shall inform each of its employees about the policy, provide each employee with a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. Training shall include certification by an approved LEA crisis intervention program. Training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and

annually to all staff who have any contact or interaction with pupils during the school day. (Ed. Code 56366.10(f).) The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate written records documenting all training completed by all of CONTRACTOR's employees. Evidence of all training shall be submitted to LEA at least annually at the beginning of the school year, and within five (5) business days of completion of training or any new hire upon LEA request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to a LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency. Consistent with Section 44 of this Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. Emergencies ***require*** a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment ("FBA"), and to determine an interim plan, or both. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions like the following:

1. Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric shock.
2. An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mist, or substances in proximity to the face of the individual.
3. An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities.
4. An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma.
5. Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
6. Prone Restraint.
7. Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
8. An intervention that precludes adequate supervision of the individual.
9. An intervention that deprives the individual of one or more of their senses.

CONTRACTOR shall comply with Education Code section 49005.8., 56521.1 and 56521.2 Specifically, Contractor shall not do any of the following:

1. Use seclusion or behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion unless it is in a facility otherwise licensed or permitted by state law to use a locked room.

3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a prone restraint.
7. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, that may require an IEP team meeting.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the Parent when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

BEHAVIOR INTERVENTION REPORTING: Twice annually, CONTRACTOR shall certify to LEA that (a) CONTRACTOR has reviewed the BERs for each LEA student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each LEA student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to LEA students or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior; and (d) BERs have been properly completed and timely forwarded to LEA as required by this Contract.

CONTRACTOR's failure to comply with any of the requirements of Section 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract by LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with State of California and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, monthly, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless of if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to LEA. Written discipline reports shall include, but not be limited to: the student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each LEA student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and California Education Code section 56345(b)(4).)

If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of the student's IEP team. Except as otherwise provided in the Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Contract, the Parent, CONTRACTOR, or LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR, LEA, and Parent in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to CONTRACTOR, LEA, and Parent. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation regarding the student's progress on goals and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA Procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Contract.

It is understood that CONTRACTOR shall utilize the LEA approved electronic IEP system for all IEP planning and progress reporting at LEA's discretion. LEA may provide training for any CONTRACTOR to ensure access to the approved system. CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a LEA student dis-enrolls from the NPS/A, the CONTRACTOR shall discontinue use of the approved system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Contract, may only be made based on revisions to the student's IEP. In the event that CONTRACTOR believes a LEA student requires a change of placement, CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. A LEA student is entitled to remain in the last agreed upon and implemented placement unless Parent agrees otherwise, or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415(k)(4) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's Parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 U.S.C. sections 1414-1482 and 34 C.F.R. sections 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation includes CONTRACTOR's staff being made available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other State and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/ISA.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to Parent complaints. These procedures shall include annually notifying and providing Parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8(a), (d) and 106.9(a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided monthly, CONTRACTOR shall provide Parents, with a concurrent copy sent to LEA, at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's Parent quarterly.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, transition plans, and behavior intervention plans, including

but not limited to log sheets, chart notes, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. LEA may request such data at any time within five (5) years of the date of service. CONTRACTOR shall maintain such information for at least five (5) years and shall provide this data supporting progress to LEA within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the LEA student at least ten (10) days prior to the student's IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by State and federal laws and regulations and pursuant to LEA Procedures, and/or LEA practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team at least five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation, such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting, and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to LEA students as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge a LEA student's Parent(s) or LEA for the provision of progress reports, report cards, and/or any evaluations conducted in order to obtain present levels of performance, interviews, and/or attendance at any meetings. It is understood that all billable hours are limited to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the student's record and shall be made available to LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS & TRANSCRIPTS

When CONTRACTOR is an NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in *EC* Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. The CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in *EC* Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive and submit such transcripts on LEA-approved forms to the LEA student's school of residence for evaluation of progress toward completion of diploma

requirements as specified in LEA Procedures. The CONTRACTOR shall submit to LEA, the names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA. All transcripts shall be maintained by the CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Sections 9 and 26 of this Contract.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify Parents in writing of their obligation to notify CONTRACTOR of an LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to Parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA in writing of the LEA student's change of residence as specified in LEA Procedures.

If CONTRACTOR had knowledge or should reasonably have had knowledge of an LEA student's change of residence and CONTRACTOR fails to follow the procedures specified in this section, LEA shall not be responsible for the costs of services delivered following the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

CONTRACTOR shall immediately report to LEA via telephone and electronically (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential treatment center ("RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with an NPS/RTC shall cooperate with a Parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that Parents obtain prior written authorization for therapeutic visits from CONTRACTOR and LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all Parent travel and accommodations and provide travel information to the parents as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through LEA consistent with LEA Procedures.

CONTRACTOR providing services in a LEA student's home as specified in the IEP shall ensure that at least one Parent of the child, or an adult caregiver with the Parent's written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the Parent shall be provided to the LEA prior to the start of any home-based services, including written and signed

authorization in emergency situations. CONTRACTOR shall ensure that the Parent informs the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with CONTRACTOR.

CONTRACTOR shall notify LEA in writing immediately (within 24 hours) of all problems and/or concerns reported to Parents, both verbal and written.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines and LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and Parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the LEA student's Parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.). In addition, CONTRACTOR shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is an NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

43. MONITORING

When CONTRACTOR is a NPS, LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which LEA has a student attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the student through the ISA between LEA and the NPS, a review of progress the student is making toward the goals set forth in the student's IEP, a review of progress the student is making toward the goals set forth in the student's BIP, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility.

LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a student if LEA does not have any students enrolled at the NPS at the time of placement. (Ed. Code § 56366.1.)

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress held by CONTRACTOR. LEA's access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR and LEA shall be invited to participate in the review of each LEA student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR follows Education Code section 56366.9 and Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using LEA's Quality On-Site NPS Review Rubric.

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) Superintendent shall conduct an onsite review in year two; and (3) Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant State and federal regulations, and Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment to LEA and CDE. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is an NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

If CONTRACTOR is a NPA:

When CONTRACTOR is an NPA, all employees, volunteers, and subcontractors of CONTRACTOR who will or are likely to interact with LEA students shall obtain clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI"). Notwithstanding the restrictions on sharing and destroying criminal background check information and notwithstanding the express provisions of California Education Code sections 44237, 45125.1, and 56366.1, CONTRACTOR shall require all employees, volunteers, and subcontractors to submit fingerprints through LEA's Live Scan system, regardless of whether CONTRACTOR requires its employees and volunteers to submit fingerprints for background checks in accordance with its own procedures. In addition, CONTRACTOR shall require all employees, volunteers, and subcontractors who will interact with LEA students outside the immediate supervision and control of

the student's Parent or an LEA employee to enroll in LEA's subsequent arrest notification service as required by California Penal Code section 11105.2.

No employees, volunteers, or subcontractors of CONTRACTOR who have been convicted of a violent or serious felony, as those terms are defined in California Education Code Section 44237 subdivision (h) shall interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee, unless despite the employee's, volunteer's, or subcontractor's conviction of a violent or serious felony, they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not interact with LEA students unless and until CDOJ and DBI clearances are ascertained through LEA's Live Scan system.

If CONTRACTOR is a NPS or RTC:

When CONTRACTOR is an NPS or RTC, CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. In addition, if CONTRACTOR is located outside of California, then the CONTRACTOR shall also obtain clearance from its state's department of justice. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until CDOJ, it's state's DOJ, and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. CONTRACTOR shall certify to LEA that CONTRACTOR'S employees, volunteers, and subcontractors have successful background checks and CONTRACTOR enrolled in subsequent arrest notification service for all employees, volunteers, and subcontractors who may come into contact with LEA students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, employee, volunteer, and subcontractor of the CONTRACTOR. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code §56366.1(a)(5)) CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a LEA student shall be certified or licensed by that state where it is located to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Sacramento County Superintendent of Schools. CONTRACTOR shall comply with the requirements of Section 44 (Clearance Requirements) and provide LEA with verified dates of Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or

lawsuit, or otherwise nullified during the effective period of this Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Contract.

CONTRACTOR'S failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or and shall be good cause for termination of this Contract by LEA.

CONTRACTOR shall identify to LEA any employee (or CONTRACTOR, if CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the employee and LEA the actual amounts paid to the individual for services rendered under this Contract, with LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation, including but not limited to Education Code section 22461.

47. STAFF ABSENCE

When CONTRACTOR is a NPS and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a LEA student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public-school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA Procedures and school campus-specific policies and procedures regarding visitors to/on school campuses. Such LEA Procedures shall be made available to the CONTRACTOR upon request. It is understood that the LEA public school credentialed classroom teacher

is responsible for the instructional program, and all NPA service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause for LEA to terminate this Contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one Parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the Parent shall be provided to LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to Parents, in either verbal or written form, shall also be immediately (within 24 hours) reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, State, and local, and laws, regulations, ordinances, policies, and procedures, and LEA Procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code section 121545(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a LEA student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030 *et seq.* and Cal/OSHA's Blood-Borne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

See also the Health and Safety Addendum to Master Contract 2023-2024 in Exhibit C.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, State, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. During the duration of this Contract, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, State, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by LEA.

In signing this Contract, CONTRACTOR certifies that its facilities either comply with federal and State of California and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a LEA student who is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's Parent(s) provides to CONTRACTOR: (a) a written

statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's Parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and Parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to and as specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the LEA's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement from CONTRACTOR acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

In the event there is a suspicion of abuse conducted by anyone (students, staff, CONTRACTOR or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify LEA's Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by LEA in connection with such report.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and State law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all of its staff members, including volunteers, independent contractors and subcontractors, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 *et seq*. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA by CONTRACTOR before execution of this Contract and in response to subsequent requests by LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the NPS/A has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each student.

CONTRACTOR shall comply with all LEA Procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments to CONTRACTOR by LEA shall be made in accordance with the terms and conditions of this Contract and in compliance with LEA Procedures and governed by all applicable federal and State of California laws.

If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided.

In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

Such an invoice is subject to all conditions of this Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall

pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set if LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employees.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366.5(a); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable LEA student for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend

CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the LEA's Authorized Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Pursuant to the provisions of Education Code section 56366(c)(2), the LEA or CONTRACTOR may appeal to the Sacramento County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract to negotiate the contract. Within thirty (30) days of receipt of this appeal, the Sacramento County Superintendent of Schools or a designee, shall mediate the formulation of a contract, which shall be binding on both parties. Alternatively, the parties may agree to retain the services of a mutually agreed upon mediator to negotiate the contract.. Both parties agree to pay for their own costs and expenses arising out of any such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL (NPS) STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in a LEA student's IEP.

NONPUBLIC SCHOOL (NPS) STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10^{th}) cumulative day of a LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY (NPA) STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY (NPA) STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a LEA student no later than the fifth (5^{th}) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency for the reasons set forth in Education Code section 41422 and serves LEA students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.

b. If CONTRACTOR is closed during an emergency for the reasons set forth in Education Code section 41422, if LEA is able to obtain alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR's NPS closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in regular attendance, until an alternative placement can be found, so long as CONTRACTOR complies with Section 60(d), below.

c. If both LEA and CONTRACTOR are closed during an emergency for the reasons set forth in Education Code section 41422, on days LEA is funded, CONTRACTOR shall receive payment consistent with the LEA student's ISA, until an alternative placement for the LEA student can be found so long as CONTRACTOR complies with Section 60(d), below. If LEA is able to obtain an alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S NPS closure.

d. CONTRACTOR shall, in the case of school closures during an emergency for the reasons set forth in Education Code section 41422, implement the LEA student's IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions and continue implementing ISAs for enrolled students

CONTRACTOR shall ensure its students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) as required to access and participate.

e. In the event of CONTRACTOR'S closure during an emergency, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Section 59.

When the emergency school closure is lifted, CONTRACTOR shall notify LEA of any lost instructional minutes for any LEA student. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain, and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract.

CONTRACTOR shall provide access to LEA to all records including, but not limited to those documents identified in Section 9 of this Contract. CONTRACTOR shall also make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall provide all records to LEA within five (5) working days of a written request. CONTRACTOR shall, at no cost to LEA, help with such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format. Such access shall also include unannounced inspections by LEA.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements relating to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and federal law, and the codes and charges for such educational and/or related services during the term of this Contract, shall be as stated in Exhibit A.

When CONTRACTOR is a NPS associated with a RTC ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature. Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the LEA's Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this Contract, CONTRACTOR certifies that:

(a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and

(b) CONTRACTOR and any of its shareholders, partners, or executive officers have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, any state or local government contract or subcontract; violation of federal or any state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	LEA
Total Education Solutions, Inc.	Center Joint Unified School Distri
Nonpublic School/Agency	
By: [signature] 6/30/2025	By: [signature] 10/30/2025
Signature Date	Signature Date
Catherine Anderson, Contract and Compliance Mgr.	By: Mike Jordan, Director of Ctl + SpE
Name and Title of Authorized Representative	Name and Title of Authorized Representative
Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**

Cathierine Anderson, Contracts and Compliance Manager
Name and Title

Total Education Solutions, Inc.
Nonpublic School/Agency/Related Service Provider

3320 Data Drive #400
Address

Rancho Cordova | CA | 95670
City | State | Zip

916-564-5010 | 916-564-5260
Phone | Fax

cbean-anderson@tesidea.com
Email* *(*Required)*

Mike Jordan, Director of C&I + SpEd
Name and Title

CJUSD
LEA

8725 Watt Ave.
Address

Antelope | CA | 95843
City | State | Zip

916-339-4697
Phone | Fax

mikejordan@centerusd.org
Email

Additional LEA Notification
(Required if Completed)

Name and Title

LEA

Address

City | State | Zip

Phone | Fax

Email

EXHIBIT A: 2025-2026 RATES

Rate Sheet Attached

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		

Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Transportation		
Other (900)		

EXHIBIT B: 2025-2026 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2025 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( )
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: _____

Estimated Number of Days _____ **x Daily Rate** _____ **= PROJECTED BASIC EDUCATION COSTS** _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS$ _____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-	-LEA/SELPA-
_____	_____
(Name of Nonpublic School/Agency)	(Name of LEA/SELPA)
_____	_____
(Signature) (Date)	(Signature) (Date)
_____	_____
(Name and Title)	(Name of Superintendent or Authorized Designee)

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Mike Jordan Initials: MDJ

SUBJECT: Memorandum of Understanding between Center Joint Unified School District and San Juan Unified School District.

☒ **Action Item** ☐ **Information Item** **Attached Pages** 1

Company/Consultant's Name:

San Juan Unified School District

Background/Services to be Rendered:

The purpose of the Memorandum of Understanding is to outline the duties and fiscal responsibility of both parties entering into the agreement. This MOU will allow CJUSD student to participate in the SJUSD Special Education program according to their IEPs. CJUSD will fund the placement for their students as outlined by the agreement.

Date(s) of Service: July 1, 2025-June 30, 2026

Funding Amount: $6,214.73 quarterly, per student.

Funding Source:

RECOMMENDED BOARD ACTION:

It is recommended that the Board approves for Superintendent, Scott Loehr, to sign the MOU.

Memorandum of Understanding

Between Center Joint Unified School District (District of Residence-DOR)
and the SAN JUAN UNIFIED SCHOOL DISTRICT (District of Service-DOS)

Purpose of this Agreement:
The purpose of this agreement is to outline the programmatic duties and fiscal responsibilities of the parties entering into this agreement for DOR student(s) from July 1, 2025 through June 30, 2026. This agreement provides for a student who resides in the Center Joint Unified School District attendance boundaries to be placed in a special education program in the San Juan Unified School District. Both parties agree to collaboratively work through any matters that are not explicitly cited in this agreement.

Responsibilities of the District of Service:

a. Provide instruction and services and all specialized academic instruction outlined in each student's individuated education plan (IEP).
b. Collaborate with DOR in making relevant teachers and personnel available to attend IEP meetings and other meetings educationally necessary.
c. Provide supports and services with appropriate staff to ensure all elements of the IEP are implemented appropriately.
d. Cooperate and collaborate with the DOR in investigating and responding to compliance and due process complaints involving the special education program the student is receiving.
e. Account and report student attendance and claim related apportionment.

Responsibilities of the District of Residence:

a. Send an authorized representative to all IEP team meetings convened for the student.
b. Arrange for and provide transportation for this student.
c. Retain ultimate authority and responsibility for the provision of a FAPE to the student while residing in the DOR.
d. Fund the placement for this student as outlined in this agreement.
e. Students will be required to complete and remain in good standing in comportment with all requirements related to the Inter District transfer process of the DOS.

Payment for Services:

San Juan Unified School District will invoice $6, 214.73 quarterly per student, prorated based on the student's enrollment, for all services rendered by SJUSD during the Term of this MOU and the Extended School Year.

Please remit payment to San Juan Unified School District within 45 days.

APPROVED AND ACCEPTED:

Name: _____

Title: _____

Signature: _____ Date: _____

Name: _____

Title: _____

Signature: _____ Date: _____

Approve As To Form

Fhanysha Gaddis (Sep 22, 2025 10:11:13 PDT) Sep 22, 2025

Fhanysha Gaddis, General Counsel
San Juan Unified School District

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Jason Farrel — Initials: JAF
Rex Fortune Elementary

SUBJECT: Math, Science, and Technology Assemblies with Phil Tulga

☒ **Action Item** ☐ **Information Item** **Attached Pages** 1

Company/Consultant's Name:
Phil Tulga

Background/Services to be Rendered:
Present two assemblies on Math, Science and Technology blending Next Generation Science Standards, hands-on experiments, Peruvian music, and a fun collection of technology tools for students.

Assemblies are planned for January 16 at 8:30 am for 3rd-6th grades and 9:30 am for TK-2nd grades.

Date(s) of Service: January 16, 2025

Funding Amount: $1200

Funding Source: Prop 28 Arts and Music

RECOMMENDED BOARD ACTION:
Approve the Math, Science, and Technology assemblies.

P.O. Box 60771
Sacramento, CA 95860
916-489-8105
WWW.PHILTULGA.COM

music through the curriculum

Bill To:	Ship To:	INVOICE
Rex Fortune 4601 Upland Dr. Roseville, CA 95747	Phil Tulga P.O. Box 60771 Sacramento, CA 95860-0771 916-489-8105 me@philtulga.com	**Invoice #: 260116** **Date: October 26, 2025**

YOUR #	OUR #	FOB	TERMS	TAX ID
	260116			545-29-0584

QTY	ITEM	DESCRIPTION	TOTAL
2	1	"Math, Science & Technology" assemblies on 01/16/26 at 8:30 & 9:30am	$1,200.00
		Phil will plan to arrive to the school at 7:30am to set up his musical instruments and PA system. At that time, he will need the following items placed on the floor of your MP room in front of your stage: - a grounded electrical extension cord, - a moveable equipment cart, - 3 six-foot tables, and - 3 chairs. Phil will also need to use a screen above the stage.	
		BAL DUE	$1,200.00

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities

Initials: RP

SUBJECT: Retrofitting the Kindergarten playgrounds at four elementary sites

☒ **Action Item** ☐ **Information Item** **Attached Pages** 23

Company/Consultant's Name:

Ross Recreation Equipment

Background/Services to be Rendered:

Ross Recreation Equipment will be retrofitting four of the Kindergarten playgrounds. The current playgrounds are for the 5-12-year-old age group. With the retrofit, the Transitional Kindergarten students will be able to play on the playground.

The playgrounds to be retrofitted are at:
Dudley Elementary
North Country Elementary
Oak Hill Elementary
Spinelli Elementary

The installation date depends on the lead time for the playground parts.

Date(s) of Service: Sometime between November 20, 2025 and February 28, 2026

Funding Amount: $46,877.76

Funding Source: General Fund

RECOMMENDED BOARD ACTION:

The Board of Trustees approve the contracts with Ross Recreation Equipment to retrofit the four Kindergarten playgrounds.

R•SS
Recreation Equipment

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Jon Bawden
707.538.3800 | (707) 736-6890
jonb@rossrec.com

Contract #: 2025-37511
Quote #: 00048781
Quote Name: LSI Retrofit
Quote Total: $11,496.53

Shipping Address:
Center Joint USD
8408 Watt Avenue
Antelope, California 95843

Billing Address:
Center Joint USD
8408 Watt Avenue
Antelope, California 95843

Quote Date: 10/2/25
Expiration Date: 11/3/25

Opportunity Name	Lead Time	Payment terms
Dudley ES TK Retrofit	4-6 weeks	Net 30 On Materials Shipment

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	SUBTOTAL
1.00	Retrofit	Playstructure Retrofit Design #1200446-01-01	$9,310.00	$9,310.00

Totals

County/ City Tax	(Sacramento County 7.7500 %)	**Materials**	$9,310.00
		Sales Tax	$721.53
		Labor/ Fees	$0.00
		Freight	$1,465.00
		Total	$11,496.53

Notes to Customer

R•SS
Recreation Equipment

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Jon Bawden
707.538.3800 | (707) 736-6890
jonb@rossrec.com

Contract #: 2025-37511
Quote #: 00048781
Quote Name: LSI Retrofit
Quote Total: $11,496.53

Dudley ES TK Retrofits

Ross Recreation Equipment Contract Document

PREPARED FOR:

Center Joint USD
8408 Watt Avenue
Antelope, California 95843

GENERAL TERMS:

Thank you for choosing Ross Recreation Equipment for your project. This document outlines the arrangements for your selected products, labor and services. It will serve as a Contract Agreement ("Contract") between Center Joint USD ("Customer") and Ross Recreation Equipment ("Ross Recreation"). All arrangements described in this Contract will be confirmed by returning your signed Contract Agreement no later than **11/3/25.**

PLEASE NOTE: This contract does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspections or any other materials or labor unless specifically noted and outlined on this contract. Unless noted, freight costs are based on semi-truck access and do not include a lift-gate. The freight carrier and driver will not offload the shipment. You will need a forklift or similar equipment to offload equipment.

Your purchase is subject to the terms and conditions of this contract. Approval of this contract agrees to those terms.

This Contract contains the entire agreement between Ross Recreation and the Customer and takes precedence over all previous quotations, estimates and agreements. No changes, amendments or modifications of this Contract shall be valid unless made in writing and signed and agreed to by both parties.

Ross Recreation coordinates the ordering, production and shipment of materials. Customer and site readiness is a critical component of shipping coordination. If project and/or site readiness changes after materials are already produced, neither the manufacturer nor Ross Recreation, can hold and store such materials. Once materials ship, the materials will be invoiced based on customer's terms. Payment for materials is required regardless of installation status.

Deposits may be required before an order can be placed depending on customer credit terms. Credit terms are established by Ross Recreation and for this order are as follows: **Net 30 On Materials Shipment**. Pay when paid by the Owner is not accepted as alternative payment terms.

- First Deposit Due with Signed Contract: **$0.00**

If ordering materials after **11/3/25,** please contact your sales representative for current pricing. Ross Recreation cannot hold pricing past the stated Expiration Date on this quote. To secure current pricing, Ross Recreation will require the following:

- Purchase Order (PO), signed quote or executed contract with approval for the order.
- Deposit, if required by credit terms.
- Color selections and/or approved submittals.
- Acceptance of delivery when materials or equipment are ready to ship from the respective manufacturer/s. Products cannot be held nor stored by Ross Recreation nor the manufacturer/s.

If this quote is for a bid, it is the responsibility of the General Contractor to adjust and increase their bid pricing to accommodate the project timeline if materials are needed after the expiration date on the provided quote and/or Ross Recreation's scope of work is expected to be completed after the expiration date on the provided quote.

Sales tax rates will be charged and determined by the Department of Tax and Fee Administration at the time of shipping, not the order date. Any changes to the City/County tax rate and/or a change to the ship to address may affect the final total due on this contract. Customers will be required to pay for any changes to sales taxes. For this order, the sales tax rate was calculated using: **(Sacramento County 7.7500 %).**

R•SS
Recreation Equipment

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Jon Bawden
707.538.3800 | (707) 736-6890
jonb@rossrec.com

Contract #: 2025-37511
Quote #: 00048781
Quote Name: LSI Retrofit
Quote Total: $11,496.53

1. PRE-DELIVERY INSTRUCTIONS:

The contractor must notify Ross Recreation of any requested delivery changes at least two (2) weeks prior to shipment. If the delivery address on the contract is not correct, please contact our office immediately as a re-consignment fee may be added if materials ship and the delivery address is changed. If Ross Recreation is not installing your equipment, you are responsible for offloading and having equipment for offloading the shipment (i.e. - forklift or similar); the truck driver is not obligated to offload your shipment. If Ross Recreation is installing your equipment, the installers will offload the equipment. It is your responsibility to mark all underground utilities before installation (call USA North, 1-800-227-2600).

2. DELIVERY INSTRUCTIONS:

Make sure the materials and quantities match the freight bill/Bill of Lading (BOL) you are signing to ensure you are receiving a complete and intact shipment. Make sure all pieces you are receiving are correctly addressed to the project and site, as trucks carry multiple shipments. Any shortages or visible damage must be noted on both copies of the freight bill/Bill of Lading (BOL), and both copies signed. Jointly inspect each delivered piece for signs of damage (i.e. torn packaging, punctures, etc.) with the driver. Notations on the freight bill/Bill of Lading (BOL) should be as detailed as possible to avoid controversy at a later date if a claim is necessary. Taking photos of any damaged packaging is highly recommended for documentation.

2. POST-DELIVERY INSTRUCTIONS:

After receipt of order, inventory your shipment. All shortages must be reported within thirty (30) days of receiving your order. When inspecting the equipment, please minimize the amount of tearing of the packaging and do not dispose of packaging. If concealed damage is found, a Carrier inspection must take place within fifteen (15) days from the time of delivery to protect your rights as the Consignee. Store your equipment in a safe and secure location before installation. Returns are subject to a restocking fee. Credit on returns is contingent upon credit issued from the manufacturer. Materials must be packaged well and received at the manufacturer in new and resalable condition.

3. DELAY:

Ross Recreation shall be excused for any delay in completion of the contract caused by acts of God, acts of the Owner or Contractor or the Owner's or Contractor's agent, employee or independent contractor, weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of the Owner or Contractor to make progress payments promptly, or other contingencies unforeseeable by or beyond the reasonable control of Ross Recreation.

4. CONTRACT, PLANS AND SPECIFICATIONS:

The contract, plans and specifications are intended to supplement each other. In case of conflict, the specifications shall control the plans, and the provisions of this contract shall control both. The Project will be constructed according to the plans and specifications and any addenda, which have been signed by the parties hereto.

5. CHANGE ORDERS:

Should the Contractor, Owner, Inspector or other person direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modifications or additions to the work shall be executed only when a contract Change Order has been signed by both the Contractor and/or Owner and Ross Recreation. The change in the contract price caused by such contract Change Order shall be as agreed and approved in writing. If the parties are not in agreement as to the change in Contact Price, then Ross Recreation's actual cost for all labor, materials, subcontracts and costs associated with the change in scope, plus Ross Recreation's fee of twenty-five percent (25%) shall be the change in the final contract price and final amount due. Ross Recreation shall promptly notify the Contractor or Owner of (1) a site differing materially from those indicated in this contract, (b) unknown physical conditions differing materially from those originally encountered and generally recognized as inherent in the work of the character provided for in this contract, or (c) any additional materials needed to complete the agreed upon scope of work. Any expenses incurred due to such conditions shall be paid for by Contractor or Owner as added work as outlined above.

R•SS
Recreation Equipment

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Jon Bawden
707.538.3800 | (707) 736-6890
jonb@rossrec.com

Contract #: 2025-37511
Quote #: 00048781
Quote Name: LSI Retrofit
Quote Total: $11,496.53

6. RIGHT TO STOP WORK:

Ross Recreation shall have the right to stop work if any payment is not made under this Agreement and set credit terms. Ross Recreation may keep the job idle until all payments due are received. In the alternative, Ross Recreation may, at its option, terminate the contract and recover from the Contractor or Owner payment for all work executed to the date of such termination.

7. ARBITRATION:

Any controversy arising out of this contract, construction of the project referred to in this contract or regarding the interpretation of this contract, or any subcontract or sub-subcontract is subject to arbitration. Arbitration shall be had in accordance with the applicable rules of the American Arbitration Association which are in effect at the time the Demand for Arbitration is filed.

8. ATTORNEY FEES:

In the event, the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court or arbitrator, in such litigation, or in separate suit, shall award reasonable costs, expenses, and attorney's fees to the prevailing party. The court or arbitrator shall not be bound by any court fee schedule and shall award the full amount of costs, expenses, and attorney's fees incurred in good faith.

9. ASSIGNMENT:

Neither party may assign this contract without the written consent of the other party.

10. SPECIAL PROVISIONS

(insert any special provisions here)

SIGNATURES: In witness whereof, both of the Parties have executed this Contract, both Parties by its representative, as of the day and year set forth below. The signature assumes acceptance of stated payment terms. 2% per month late fees will be charged on delinquent payments.

Customer Signature

Richard Putnam
Customer Print Name

10-30-2021
Date

PlayCAD Quote

Date:09/16/2025 | Rep Organization: Ross Recreation Equipment Co | Quote No: 1200446-01-01

By:NHall | Contact Person: Jon Bawden

Project Title: Dudley ES TK retrofit | Location: Sacramento CA

PlayBooster (2-5 years)						
PHASE-1 Direct Bury Aluminum			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US $)	WEIGHT (lb)	PRICE (2025)
PlayBooster®						
Custom						
1	CP021902	3-STEP DECK LINK BARRIERS TO FIT OLD STYLE DECK LINK Includes new custom steelx infill panels, barriers, 2-8i post extension and 2 PVC coated step side infill plates to be field drilled to steps.			189.6	4,285.00
1	CP017141	84"OC CLATTERBRIDGE BARRIER (REF. 146875) SET WITH CLAMPS No lower bridge parts. For use with older style narrower planks			238.1	5,025.00

SUMMARY	CONCRETE (cu-ft)	FOOTINGS (count)	LABOR (hours)	WEIGHT (lb)	PRICE (2025)
PlayBooster (2-5 years) PHASE-1			.0	427.7	9,310.00
Total Safety Zone Area = 660 sq. ft.					

ALL PHASES	PlayBooster®	427.7	9,310.00
	Total	427.7	9,310.00

- Square Footage calculation provided by LSI is approximate and for estimation purposes only. LSI shall not be held liable for any costs, damages or requirements related to surfacing applications and/or site or subsurface preparation by third parties.
- Estimated labor-hours do not include hours for custom product installation and/or site or subsurface preparation – or errors in square footage calculations prepared by third parties.
- [1] The quoted price is protected for thirty (30) days if a Complete Order is placed prior to a price change effective date. A product order is a "Complete Order" if entered in the applicable LSI software portal and includes final product, colors, artwork and specifications identified, which is fully ready for LSI manufacturing within normal lead times.
- California Proposition 65 Warning: This product can expose you to Bisphenol A (BPA) which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

PlayCAD Quote

Date:09/16/2025 | Rep Organization: Ross Recreation Equipment Co | Quote No: 1200446-01-01

By:NHall | Contact Person: Jon Bawden

Project Title: Dudley ES TK retrofit | Location: Sacramento CA

- Manufacturing time for this project will be 4 weeks from the time of LSI's order acceptance.
- View additional quote terms here.

R•SS
Recreation Equipment

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Jon Bawden
707.538.3800 | (707) 736-6890
jonb@rossrec.com

Contract #: 2025-37512
Quote #: 00048782
Quote Name: LSI parts
Quote Total: $6,234.44

Shipping Address:
Center Joint USD
8408 Watt Avenue
Antelope, California 95843

Billing Address:
Center Joint USD
8408 Watt Avenue
Antelope, California 95843

Quote Date: 10/2/25
Expiration Date: 11/3/25

Opportunity Name	Lead Time	Payment terms
N. Country ES TK Retrofit	4-6 weeks	Net 30 On Materials Shipment

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	SUBTOTAL
1.00	Retrofit	Playstructure Retrofit Design #1200464-01-01	$5,025.00	$5,025.00

Totals

County/ City Tax	(Sacramento County 7.7500 %)	**Materials**	$5,025.00
		Sales Tax	$389.44
		Labor/ Fees	$0.00
		Freight	$820.00
		Total	$6,234.44

Notes to Customer

R•SS
Recreation Equipment

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Jon Bawden
707.538.3800 | (707) 736-6890
jonb@rossrec.com

Contract #: 2025-37512
Quote #: 00048782
Quote Name: LSI parts
Quote Total: $6,234.44

North Country ES TK Retrofits

Ross Recreation Equipment Contract Document

PREPARED FOR:

Center Joint USD
8408 Watt Avenue
Antelope, California 95843

GENERAL TERMS:

Thank you for choosing Ross Recreation Equipment for your project. This document outlines the arrangements for your selected products, labor and services. It will serve as a Contract Agreement ("Contract") between Center Joint USD ("Customer") and Ross Recreation Equipment ("Ross Recreation"). All arrangements described in this Contract will be confirmed by returning your signed Contract Agreement no later than **11/3/25.**

PLEASE NOTE: This contract does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspections or any other materials or labor unless specifically noted and outlined on this contract. Unless noted, freight costs are based on semi-truck access and do not include a lift-gate. The freight carrier and driver will not offload the shipment. You will need a forklift or similar equipment to offload equipment.

Your purchase is subject to the terms and conditions of this contract. Approval of this contract agrees to those terms.

This Contract contains the entire agreement between Ross Recreation and the Customer and takes precedence over all previous quotations, estimates and agreements. No changes, amendments or modifications of this Contract shall be valid unless made in writing and signed and agreed to by both parties.

Ross Recreation coordinates the ordering, production and shipment of materials. Customer and site readiness is a critical component of shipping coordination. If project and/or site readiness changes after materials are already produced, neither the manufacturer nor Ross Recreation, can hold and store such materials. Once materials ship, the materials will be invoiced based on customer's terms. Payment for materials is required regardless of installation status.

Deposits may be required before an order can be placed depending on customer credit terms. Credit terms are established by Ross Recreation and for this order are as follows: **Net 30 On Materials Shipment**. Pay when paid by the Owner is not accepted as alternative payment terms.

- First Deposit Due with Signed Contract: **$0.00**

If ordering materials after **11/3/25,** please contact your sales representative for current pricing. Ross Recreation cannot hold pricing past the stated Expiration Date on this quote. To secure current pricing, Ross Recreation will require the following:

- Purchase Order (PO), signed quote or executed contract with approval for the order.
- Deposit, if required by credit terms.
- Color selections and/or approved submittals.
- Acceptance of delivery when materials or equipment are ready to ship from the respective manufacturer/s. Products cannot be held nor stored by Ross Recreation nor the manufacturer/s.

If this quote is for a bid, it is the responsibility of the General Contractor to adjust and increase their bid pricing to accommodate the project timeline if materials are needed after the expiration date on the provided quote and/or Ross Recreation's scope of work is expected to be completed after the expiration date on the provided quote.

Sales tax rates will be charged and determined by the Department of Tax and Fee Administration at the time of shipping, not the order date. Any changes to the City/County tax rate and/or a change to the ship to address may affect the final total due on this contract. Customers will be required to pay for any changes to sales taxes. For this order, the sales tax rate was calculated using: **(Sacramento County 7.7500 %).**

R•SS
Recreation Equipment

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Jon Bawden
707.538.3800 | (707) 736-6890
jonb@rossrec.com

Contract #: 2025-37512
Quote #: 00048782
Quote Name: LSI parts
Quote Total: $6,234.44

1. PRE-DELIVERY INSTRUCTIONS:

The contractor must notify Ross Recreation of any requested delivery changes at least two (2) weeks prior to shipment. If the delivery address on the contract is not correct, please contact our office immediately as a re-consignment fee may be added if materials ship and the delivery address is changed. If Ross Recreation is not installing your equipment, you are responsible for offloading and having equipment for offloading the shipment (i.e. - forklift or similar); the truck driver is not obligated to offload your shipment. If Ross Recreation is installing your equipment, the installers will offload the equipment. It is your responsibility to mark all underground utilities before installation (call USA North, 1-800-227-2600).

2. DELIVERY INSTRUCTIONS:

Make sure the materials and quantities match the freight bill/Bill of Lading (BOL) you are signing to ensure you are receiving a complete and intact shipment. Make sure all pieces you are receiving are correctly addressed to the project and site, as trucks carry multiple shipments. Any shortages or visible damage must be noted on both copies of the freight bill/Bill of Lading (BOL), and both copies signed. Jointly inspect each delivered piece for signs of damage (i.e. torn packaging, punctures, etc.) with the driver. Notations on the freight bill/Bill of Lading (BOL) should be as detailed as possible to avoid controversy at a later date if a claim is necessary. Taking photos of any damaged packaging is highly recommended for documentation.

2. POST-DELIVERY INSTRUCTIONS:

After receipt of order, inventory your shipment. All shortages must be reported within thirty (30) days of receiving your order. When inspecting the equipment, please minimize the amount of tearing of the packaging and do not dispose of packaging. If concealed damage is found, a Carrier inspection must take place within fifteen (15) days from the time of delivery to protect your rights as the Consignee. Store your equipment in a safe and secure location before installation. Returns are subject to a restocking fee. Credit on returns is contingent upon credit issued from the manufacturer. Materials must be packaged well and received at the manufacturer in new and resalable condition.

3. DELAY:

Ross Recreation shall be excused for any delay in completion of the contract caused by acts of God, acts of the Owner or Contractor or the Owner's or Contractor's agent, employee or independent contractor, weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of the Owner or Contractor to make progress payments promptly, or other contingencies unforeseeable by or beyond the reasonable control of Ross Recreation.

4. CONTRACT, PLANS AND SPECIFICATIONS:

The contract, plans and specifications are intended to supplement each other. In case of conflict, the specifications shall control the plans, and the provisions of this contract shall control both. The Project will be constructed according to the plans and specifications and any addenda, which have been signed by the parties hereto.

5. CHANGE ORDERS:

Should the Contractor, Owner, inspector or other person direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modifications or additions to the work shall be executed only when a contract Change Order has been signed by both the Contractor and/or Owner and Ross Recreation. The change in the contract price caused by such contract Change Order shall be as agreed and approved in writing. If the parties are not in agreement as to the change in Contact Price, then Ross Recreation's actual cost for all labor, materials, subcontracts and costs associated with the change in scope, plus Ross Recreation's fee of twenty-five percent (25%) shall be the change in the final contract price and final amount due. Ross Recreation shall promptly notify the Contractor or Owner of (1) a site differing materially from those indicated in this contract, (b) unknown physical conditions differing materially from those originally encountered and generally recognized as inherent in the work of the character provided for in this contract, or (c) any additional materials needed to complete the agreed upon scope of work. Any expenses incurred due to such conditions shall be paid for by Contractor or Owner as added work as outlined above.

R•SS
Recreation Equipment

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Jon Bawden
707.538.3800 | (707) 736-6890
jonb@rossrec.com

Contract #: 2025-37512
Quote #: 00048782
Quote Name: LSI parts
Quote Total: $6,234.44

6. RIGHT TO STOP WORK:

Ross Recreation shall have the right to stop work if any payment is not made under this Agreement and set credit terms. Ross Recreation may keep the job idle until all payments due are received. In the alternative, Ross Recreation may, at its option, terminate the contract and recover from the Contractor or Owner payment for all work executed to the date of such termination.

7. ARBITRATION:

Any controversy arising out of this contract, construction of the project referred to in this contract or regarding the interpretation of this contract, or any subcontract or sub-subcontract is subject to arbitration. Arbitration shall be had in accordance with the applicable rules of the American Arbitration Association which are in effect at the time the Demand for Arbitration is filed.

8. ATTORNEY FEES:

In the event, the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court or arbitrator, in such litigation, or in separate suit, shall award reasonable costs, expenses, and attorney's fees to the prevailing party. The court or arbitrator shall not be bound by any court fee schedule and shall award the full amount of costs, expenses, and attorney's fees incurred in good faith.

9. ASSIGNMENT:

Neither party may assign this contract without the written consent of the other party.

10. SPECIAL PROVISIONS

(insert any special provisions here)

SIGNATURES: In witness whereof, both of the Parties have executed this Contract, both Parties by its representative, as of the day and year set forth below. The signature assumes acceptance of stated payment terms. 2% per month late fees will be charged on delinquent payments.

Customer Signature

Richard Putnam
Customer Print Name

10-30-2025
Date

PlayCAD Quote

Date:09/15/2025 | Rep Organization: Ross Recreation Equipment Co | Quote No: 1200464-01-01

By:MRoemhild | Contact Person: Jon Bawden

Project Title: North Country ES TK Retrofit | Location: Antelope CA

PlayBooster (2-5 years)						
PHASE-1 Direct Bury Aluminum			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US $)	WEIGHT (lb)	PRICE (2025)
PlayBooster®						
Custom						
1	CP017141	84"OC CLATTERBRIDGE BARRIER (REF. 146875) SET WITH CLAMPS No lower bridge parts. For use with older style narrower planks			238.1	5,025.00

SUMMARY	CONCRETE (cu-ft)	FOOTINGS (count)	LABOR (hours)	WEIGHT (lb)	PRICE (2025)
PlayBooster (2-5 years) PHASE-1			.0	238.1	5,025.00
Total Safety Zone Area = 751 sq. ft.					

ALL PHASES	PlayBooster®	238.1	5,025.00
	Total	238.1	5,025.00

- Square Footage calculation provided by LSI is approximate and for estimation purposes only. LSI shall not be held liable for any costs, damages or requirements related to surfacing applications and/or site or subsurface preparation by third parties.
- Estimated labor-hours do not include hours for custom product installation and/or site or subsurface preparation – or errors in square footage calculations prepared by third parties.
- [1] The quoted price is protected for thirty (30) days if a Complete Order is placed prior to a price change effective date. A product order is a "Complete Order" if entered in the applicable LSI software portal and includes final product, colors, artwork and specifications identified, which is fully ready for LSI manufacturing within normal lead times.
- California Proposition 65 Warning: This product can expose you to Bisphenol A (BPA) which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.
- Manufacturing time for this project will be 4 weeks from the time of LSI's order acceptance.
- View additional quote terms here.

R•SS
Recreation Equipment

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Jon Bawden
707.538.3800 | (707) 736-6890
jonb@rossrec.com

Contract #: 2025-37513
Quote #: 00048783
Quote Name: LSI parts
Quote Total: $19,669.96

Shipping Address:
Center Joint USD
8408 Watt Avenue
Antelope, California 95843

Billing Address:
Center Joint USD
8408 Watt Avenue
Antelope, California 95843

Quote Date: 10/2/25
Expiration Date: 11/3/25

Opportunity Name	Lead Time	Payment terms
Oak Hill ES TK Retrofit	4-6 weeks	Net 30 On Materials Shipment

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	SUBTOTAL
1.00	Retrofit	Playstructure Retrofit Design #1200465-01-01	$15,935.00	$15,935.00

Totals

County/ City Tax (Sacramento County 7.7500 %)

Materials	$15,935.00
Sales Tax	$1,234.96
Labor/ Fees	$0.00
Freight	$2,500.00
Total	$19,669.96

Notes to Customer

R•SS
Recreation Equipment

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Jon Bawden
707.538.3800 | (707) 736-6890
jonb@rossrec.com

Contract #: 2025-37513
Quote #: 00048783
Quote Name: LSI parts
Quote Total: $19,669.96

Oak Hill ES TK Retrofits

Ross Recreation Equipment Contract Document

PREPARED FOR:

Center Joint USD
8408 Watt Avenue
Antelope, California 95843

GENERAL TERMS:

Thank you for choosing Ross Recreation Equipment for your project. This document outlines the arrangements for your selected products, labor and services. It will serve as a Contract Agreement ("Contract") between Center Joint USD ("Customer") and Ross Recreation Equipment ("Ross Recreation"). All arrangements described in this Contract will be confirmed by returning your signed Contract Agreement no later than **11/3/25.**

PLEASE NOTE: This contract does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspections or any other materials or labor unless specifically noted and outlined on this contract. Unless noted, freight costs are based on semi-truck access and do not include a lift-gate. The freight carrier and driver will not offload the shipment. You will need a forklift or similar equipment to offload equipment.

Your purchase is subject to the terms and conditions of this contract. Approval of this contract agrees to those terms.

This Contract contains the entire agreement between Ross Recreation and the Customer and takes precedence over all previous quotations, estimates and agreements. No changes, amendments or modifications of this Contract shall be valid unless made in writing and signed and agreed to by both parties.

Ross Recreation coordinates the ordering, production and shipment of materials. Customer and site readiness is a critical component of shipping coordination. If project and/or site readiness changes after materials are already produced, neither the manufacturer nor Ross Recreation, can hold and store such materials. Once materials ship, the materials will be invoiced based on customer's terms. Payment for materials is required regardless of installation status.

Deposits may be required before an order can be placed depending on customer credit terms. Credit terms are established by Ross Recreation and for this order are as follows: **Net 30 On Materials Shipment.** Pay when paid by the Owner is not accepted as alternative payment terms.

- First Deposit Due with Signed Contract: **$0.00**

If ordering materials after **11/3/25,** please contact your sales representative for current pricing. Ross Recreation cannot hold pricing past the stated Expiration Date on this quote. To secure current pricing, Ross Recreation will require the following:

- Purchase Order (PO), signed quote or executed contract with approval for the order.
- Deposit, if required by credit terms.
- Color selections and/or approved submittals.
- Acceptance of delivery when materials or equipment are ready to ship from the respective manufacturer/s. Products cannot be held nor stored by Ross Recreation nor the manufacturer/s.

If this quote is for a bid, it is the responsibility of the General Contractor to adjust and increase their bid pricing to accommodate the project timeline if materials are needed after the expiration date on the provided quote and/or Ross Recreation's scope of work is expected to be completed after the expiration date on the provided quote.

Sales tax rates will be charged and determined by the Department of Tax and Fee Administration at the time of shipping, not the order date. Any changes to the City/County tax rate and/or a change to the ship to address may affect the final total due on this contract. Customers will be required to pay for any changes to sales taxes. For this order, the sales tax rate was calculated using: **(Sacramento County 7.7500 %).**

R•SS
Recreation Equipment

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Jon Bawden
707.538.3800 | (707) 736-6890
jonb@rossrec.com

Contract #: 2025-37513
Quote #: 00048783
Quote Name: LSI parts
Quote Total: $19,669.96

1. PRE-DELIVERY INSTRUCTIONS:

The contractor must notify Ross Recreation of any requested delivery changes at least two (2) weeks prior to shipment. If the delivery address on the contract is not correct, please contact our office immediately as a re-consignment fee may be added if materials ship and the delivery address is changed. If Ross Recreation is not installing your equipment, you are responsible for offloading and having equipment for offloading the shipment (i.e. - forklift or similar); the truck driver is not obligated to offload your shipment. If Ross Recreation is installing your equipment, the installers will offload the equipment. It is your responsibility to mark all underground utilities before installation (call USA North, 1-800-227-2600).

2. DELIVERY INSTRUCTIONS:

Make sure the materials and quantities match the freight bill/Bill of Lading (BOL) you are signing to ensure you are receiving a complete and intact shipment. Make sure all pieces you are receiving are correctly addressed to the project and site, as trucks carry multiple shipments. Any shortages or visible damage must be noted on both copies of the freight bill/Bill of Lading (BOL), and both copies signed. Jointly inspect each delivered piece for signs of damage (i.e. torn packaging, punctures, etc.) with the driver. Notations on the freight bill/Bill of Lading (BOL) should be as detailed as possible to avoid controversy at a later date if a claim is necessary. Taking photos of any damaged packaging is highly recommended for documentation.

2. POST-DELIVERY INSTRUCTIONS:

After receipt of order, inventory your shipment. All shortages must be reported within thirty (30) days of receiving your order. When inspecting the equipment, please minimize the amount of tearing of the packaging and do not dispose of packaging. If concealed damage is found, a Carrier inspection must take place within fifteen (15) days from the time of delivery to protect your rights as the Consignee. Store your equipment in a safe and secure location before installation. Returns are subject to a restocking fee. Credit on returns is contingent upon credit issued from the manufacturer. Materials must be packaged well and received at the manufacturer in new and resalable condition.

3. DELAY:

Ross Recreation shall be excused for any delay in completion of the contract caused by acts of God, acts of the Owner or Contractor or the Owner's or Contractor's agent, employee or independent contractor, weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of the Owner or Contractor to make progress payments promptly, or other contingencies unforeseeable by or beyond the reasonable control of Ross Recreation.

4. CONTRACT, PLANS AND SPECIFICATIONS:

The contract, plans and specifications are intended to supplement each other. In case of conflict, the specifications shall control the plans, and the provisions of this contract shall control both. The Project will be constructed according to the plans and specifications and any addenda, which have been signed by the parties hereto.

5. CHANGE ORDERS:

Should the Contractor, Owner, inspector or other person direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modifications or additions to the work shall be executed only when a contract Change Order has been signed by both the Contractor and/or Owner and Ross Recreation. The change in the contract price caused by such contract Change Order shall be as agreed and approved in writing. If the parties are not in agreement as to the change in Contact Price, then Ross Recreation's actual cost for all labor, materials, subcontracts and costs associated with the change in scope, plus Ross Recreation's fee of twenty-five percent (25%) shall be the change in the final contract price and final amount due. Ross Recreation shall promptly notify the Contractor or Owner of (1) a site differing materially from those indicated in this contract, (b) unknown physical conditions differing materially from those originally encountered and generally recognized as inherent in the work of the character provided for in this contract, or (c) any additional materials needed to complete the agreed upon scope of work. Any expenses incurred due to such conditions shall be paid for by Contractor or Owner as added work as outlined above.

R•SS
Recreation Equipment

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Jon Bawden
707.538.3800 | (707) 736-6890
jonb@rossrec.com

Contract #: 2025-37513
Quote #: 00048783
Quote Name: LSI parts
Quote Total: $19,669.96

6. RIGHT TO STOP WORK:

Ross Recreation shall have the right to stop work if any payment is not made under this Agreement and set credit terms. Ross Recreation may keep the job idle until all payments due are received. In the alternative, Ross Recreation may, at its option, terminate the contract and recover from the Contractor or Owner payment for all work executed to the date of such termination.

7. ARBITRATION:

Any controversy arising out of this contract, construction of the project referred to in this contract or regarding the interpretation of this contract, or any subcontract or sub-subcontract is subject to arbitration. Arbitration shall be had in accordance with the applicable rules of the American Arbitration Association which are in effect at the time the Demand for Arbitration is filed.

8. ATTORNEY FEES:

In the event, the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court or arbitrator, in such litigation, or in separate suit, shall award reasonable costs, expenses, and attorney's fees to the prevailing party. The court or arbitrator shall not be bound by any court fee schedule and shall award the full amount of costs, expenses, and attorney's fees incurred in good faith.

9. ASSIGNMENT:

Neither party may assign this contract without the written consent of the other party.

10. SPECIAL PROVISIONS

(insert any special provisions here)

SIGNATURES: In witness whereof, both of the Parties have executed this Contract, both Parties by its representative, as of the day and year set forth below. The signature assumes acceptance of stated payment terms. 2% per month late fees will be charged on delinquent payments.

Customer Signature

Richard Putnam

Customer Print Name

10-30-2025

Date

PlayCAD Quote

Date:09/17/2025 | Rep Organization: Ross Recreation Equipment Co | Quote No: 1200465-01-01

By:MRoemhild | Contact Person: Jon Bawden

Project Title: Oak Hill ES TK Retrofit | Location: Elverta CA

PlayBooster (2-5 years)						
PHASE-1 Direct Bury Aluminum			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US $)	WEIGHT (lb)	PRICE (2025)
PlayBooster®						
Custom						
1	CP003214	0" RISE GRID WALK WITH BARRIERS			340.2	6,495.00
1	CP004930	123"OC CLATTERBRIDGE BARRIER (153415) SET WITH CLAMPS No lower bridge parts. For use with older style narrower planks			270.0	5,025.00
Decks						
1	184354B	Curved Transfer Module Left 2-5yrs 40"Dk DB			284.0	4,160.00
1	121948B	Kick Plate 16"Rise			23.0	255.00

SUMMARY		CONCRETE (cu-ft)	FOOTINGS (count)	LABOR (hours)	WEIGHT (lb)	PRICE (2025)
PlayBooster (2-5 years) PHASE-1		3.4	3	4.3	917.2	15,935.00
Total Safety Zone Area = 939 sq. ft.						
ALL PHASES	PlayBooster®	3.4	3	4.3	917.2	15,935.00
	Total	3.4	3	4.3	917.2	15,935.00

- Square Footage calculation provided by LSI is approximate and for estimation purposes only. LSI shall not be held liable for any costs, damages or requirements related to surfacing applications and/or site or subsurface preparation by third parties.
- Estimated labor-hours do not include hours for custom product installation and/or site or subsurface preparation – or errors in square footage calculations prepared by third parties.
- [1] The quoted price is protected for thirty (30) days if a Complete Order is placed prior to a price change effective date. A product order is a "Complete Order" if entered in the applicable LSI software portal and includes final product, colors, artwork and specifications identified, which is fully ready for LSI manufacturing within normal lead times.
- California Proposition 65 Warning: This product can expose you to Bisphenol A (BPA) which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

PlayCAD Quote

Date:09/17/2025 | Rep Organization: Ross Recreation Equipment Co | Quote No: 1200465-01-01

By:MRoemhild | Contact Person: Jon Bawden

Project Title: Oak Hill ES TK Retrofit | Location: Elverta CA

- Manufacturing time for this project will be 6 weeks from the time of LSI's order acceptance.
- View additional quote terms here.

ROSS
Recreation Equipment

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Jon Bawden
707.538.3800 | (707) 736-6890
jonb@rossrec.com

Contract #: 2025-37514
Quote #: 00048784
Quote Name: LSI parts
Quote Total: $9,476.83

Shipping Address:
Center Joint USD
8408 Watt Avenue
Antelope, California 95843

Billing Address:
Center Joint USD
8408 Watt Avenue
Antelope, California 95843

Quote Date: 10/2/25
Expiration Date: 11/3/25

Opportunity Name	Lead Time	Payment terms
Spinelli ES TK Retrofit	4-6 weeks	Net 30 On Materials Shipment

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	SUBTOTAL
1.00	Retrofit	Playstructure Retrofit Design #1200466-01-01	$7,830.00	$7,830.00

Totals

County/ City Tax	(Sacramento County 7.7500 %)	**Materials**	$7,830.00
		Sales Tax	$606.83
		Labor/ Fees	$0.00
		Freight	$1,040.00
		Total	$9,476.83

Notes to Customer

R•SS
Recreation Equipment

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Jon Bawden
707.538.3800 | (707) 736-6890
jonb@rossrec.com

Contract #: 2025-37514
Quote #: 00048784
Quote Name: LSI parts
Quote Total: $9,476.83

Spinelli ES TK Retrofits

Ross Recreation Equipment Contract Document

PREPARED FOR:

Center Joint USD
8408 Watt Avenue
Antelope, California 95843

GENERAL TERMS:

Thank you for choosing Ross Recreation Equipment for your project. This document outlines the arrangements for your selected products, labor and services. It will serve as a Contract Agreement ("Contract") between Center Joint USD ("Customer") and Ross Recreation Equipment ("Ross Recreation"). All arrangements described in this Contract will be confirmed by returning your signed Contract Agreement no later than **11/3/25.**

PLEASE NOTE: This contract does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspections or any other materials or labor unless specifically noted and outlined on this contract. Unless noted, freight costs are based on semi-truck access and do not include a lift-gate. The freight carrier and driver will not offload the shipment. You will need a forklift or similar equipment to offload equipment.

Your purchase is subject to the terms and conditions of this contract. Approval of this contract agrees to those terms.

This Contract contains the entire agreement between Ross Recreation and the Customer and takes precedence over all previous quotations, estimates and agreements. No changes, amendments or modifications of this Contract shall be valid unless made in writing and signed and agreed to by both parties.

Ross Recreation coordinates the ordering, production and shipment of materials. Customer and site readiness is a critical component of shipping coordination. If project and/or site readiness changes after materials are already produced, neither the manufacturer nor Ross Recreation, can hold and store such materials. Once materials ship, the materials will be invoiced based on customer's terms. Payment for materials is required regardless of installation status.

Deposits may be required before an order can be placed depending on customer credit terms. Credit terms are established by Ross Recreation and for this order are as follows: **Net 30 On Materials Shipment.** Pay when paid by the Owner is not accepted as alternative payment terms.

- First Deposit Due with Signed Contract: **$0.00**

If ordering materials after **11/3/25,** please contact your sales representative for current pricing. Ross Recreation cannot hold pricing past the stated Expiration Date on this quote. To secure current pricing, Ross Recreation will require the following:

- Purchase Order (PO), signed quote or executed contract with approval for the order.
- Deposit, if required by credit terms.
- Color selections and/or approved submittals.
- Acceptance of delivery when materials or equipment are ready to ship from the respective manufacturer/s. Products cannot be held nor stored by Ross Recreation nor the manufacturer/s.

If this quote is for a bid, it is the responsibility of the General Contractor to adjust and increase their bid pricing to accommodate the project timeline if materials are needed after the expiration date on the provided quote and/or Ross Recreation's scope of work is expected to be completed after the expiration date on the provided quote.

Sales tax rates will be charged and determined by the Department of Tax and Fee Administration at the time of shipping, not the order date. Any changes to the City/County tax rate and/or a change to the ship to address may affect the final total due on this contract. Customers will be required to pay for any changes to sales taxes. For this order, the sales tax rate was calculated using: **(Sacramento County 7.7500 %).**

R•SS
Recreation Equipment

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Jon Bawden
707.538.3800 | (707) 736-6890
jonb@rossrec.com

Contract #: 2025-37514
Quote #: 00048784
Quote Name: LSI parts
Quote Total: $9,476.83

1. PRE-DELIVERY INSTRUCTIONS:

The contractor must notify Ross Recreation of any requested delivery changes at least two (2) weeks prior to shipment. If the delivery address on the contract is not correct, please contact our office immediately as a re-consignment fee may be added if materials ship and the delivery address is changed. If Ross Recreation is not installing your equipment, you are responsible for offloading and having equipment for offloading the shipment (i.e. - forklift or similar); the truck driver is not obligated to offload your shipment. If Ross Recreation is installing your equipment, the installers will offload the equipment. It is your responsibility to mark all underground utilities before installation (call USA North, 1-800-227-2600).

2. DELIVERY INSTRUCTIONS:

Make sure the materials and quantities match the freight bill/Bill of Lading (BOL) you are signing to ensure you are receiving a complete and intact shipment. Make sure all pieces you are receiving are correctly addressed to the project and site, as trucks carry multiple shipments. Any shortages or visible damage must be noted on both copies of the freight bill/Bill of Lading (BOL), and both copies signed. Jointly inspect each delivered piece for signs of damage (i.e. torn packaging, punctures, etc.) with the driver. Notations on the freight bill/Bill of Lading (BOL) should be as detailed as possible to avoid controversy at a later date if a claim is necessary. Taking photos of any damaged packaging is highly recommended for documentation.

2. POST-DELIVERY INSTRUCTIONS:

After receipt of order, inventory your shipment. All shortages must be reported within thirty (30) days of receiving your order. When inspecting the equipment, please minimize the amount of tearing of the packaging and do not dispose of packaging. If concealed damage is found, a Carrier inspection must take place within fifteen (15) days from the time of delivery to protect your rights as the Consignee. Store your equipment in a safe and secure location before installation. Returns are subject to a restocking fee. Credit on returns is contingent upon credit issued from the manufacturer. Materials must be packaged well and received at the manufacturer in new and resalable condition.

3. DELAY:

Ross Recreation shall be excused for any delay in completion of the contract caused by acts of God, acts of the Owner or Contractor or the Owner's or Contractor's agent, employee or independent contractor, weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of the Owner or Contractor to make progress payments promptly, or other contingencies unforeseeable by or beyond the reasonable control of Ross Recreation.

4. CONTRACT, PLANS AND SPECIFICATIONS:

The contract, plans and specifications are intended to supplement each other. In case of conflict, the specifications shall control the plans, and the provisions of this contract shall control both. The Project will be constructed according to the plans and specifications and any addenda, which have been signed by the parties hereto.

5. CHANGE ORDERS:

Should the Contractor, Owner, inspector or other person direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modifications or additions to the work shall be executed only when a contract Change Order has been signed by both the Contractor and/or Owner and Ross Recreation. The change in the contract price caused by such contract Change Order shall be as agreed and approved in writing. If the parties are not in agreement as to the change in Contact Price, then Ross Recreation's actual cost for all labor, materials, subcontracts and costs associated with the change in scope, plus Ross Recreation's fee of twenty-five percent (25%) shall be the change in the final contract price and final amount due. Ross Recreation shall promptly notify the Contractor or Owner of (1) a site differing materially from those indicated in this contract, (b) unknown physical conditions differing materially from those originally encountered and generally recognized as inherent in the work of the character provided for in this contract, or (c) any additional materials needed to complete the agreed upon scope of work. Any expenses incurred due to such conditions shall be paid for by Contractor or Owner as added work as outlined above.

R•SS
Recreation Equipment

CONTRACT

100 Brush Creek Rd #206, Santa Rosa, CA 95404
Jon Bawden
707.538.3800 | (707) 736-6890
jonb@rossrec.com

Contract #: 2025-37514
Quote #: 00048784
Quote Name: LSI parts
Quote Total: $9,476.83

6. RIGHT TO STOP WORK:

Ross Recreation shall have the right to stop work if any payment is not made under this Agreement and set credit terms. Ross Recreation may keep the job idle until all payments due are received. In the alternative, Ross Recreation may, at its option, terminate the contract and recover from the Contractor or Owner payment for all work executed to the date of such termination.

7. ARBITRATION:

Any controversy arising out of this contract, construction of the project referred to in this contract or regarding the interpretation of this contract, or any subcontract or sub-subcontract is subject to arbitration. Arbitration shall be had in accordance with the applicable rules of the American Arbitration Association which are in effect at the time the Demand for Arbitration is filed.

8. ATTORNEY FEES:

In the event, the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court or arbitrator, in such litigation, or in separate suit, shall award reasonable costs, expenses, and attorney's fees to the prevailing party. The court or arbitrator shall not be bound by any court fee schedule and shall award the full amount of costs, expenses, and attorney's fees incurred in good faith.

9. ASSIGNMENT:

Neither party may assign this contract without the written consent of the other party.

10. SPECIAL PROVISIONS

(insert any special provisions here)

SIGNATURES: In witness whereof, both of the Parties have executed this Contract, both Parties by its representative, as of the day and year set forth below. The signature assumes acceptance of stated payment terms. 2% per month late fees will be charged on delinquent payments.



Customer Signature

Richard Putnam

Customer Print Name

10-30-2025

Date

PlayCAD Quote

Date:09/15/2025 | Rep Organization: Ross Recreation Equipment Co | Quote No: 1200466-01-01

By:MRoemhild | Contact Person: Jon Bawden

Project Title: Spinelli ES TK Retrofit | Location: Antelope CA

PlayBooster (2-5 years)						
PHASE-1 Direct Bury Aluminum			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US $)	WEIGHT (lb)	PRICE (2025)
PlayBooster®						
Custom						
1	CP030527	123"OC STRAIGHT HORIZONTAL LADDER 4-5 YEAR OLD DESIGNED Includes 4-5 year old Play It Safe! labels. Posts not included.			28.8	1,980.00
1	CP017141	84"OC CLATTERBRIDGE BARRIER (REF. 146875) SET WITH CLAMPS No lower bridge parts. For use with older style narrower planks			238.1	5,025.00
Overhead Events						
1	141887A	Access/Landing Assembly Seat Barrier Left 8"Dk			36.0	825.00

SUMMARY		CONCRETE (cu-ft)	FOOTINGS (count)	LABOR (hours)	WEIGHT (lb)	PRICE (2025)
PlayBooster (2-5 years) PHASE-1				1.5	302.9	7,830.00
Total Safety Zone Area = 953 sq. ft.						
ALL PHASES	PlayBooster®			1.5	302.9	7,830.00
	Total			1.5	302.9	7,830.00

- Square Footage calculation provided by LSI is approximate and for estimation purposes only. LSI shall not be held liable for any costs, damages or requirements related to surfacing applications and/or site or subsurface preparation by third parties.
- Estimated labor-hours do not include hours for custom product installation and/or site or subsurface preparation – or errors in square footage calculations prepared by third parties.
- [1] The quoted price is protected for thirty (30) days if a Complete Order is placed prior to a price change effective date. A product order is a "Complete Order" if entered in the applicable LSI software portal and includes final product, colors, artwork and specifications identified, which is fully ready for LSI manufacturing within normal lead times.

PlayCAD Quote

Date:09/15/2025	Rep Organization: Ross Recreation Equipment Co	Quote No: 1200466-01-01
By:MRoemhild	Contact Person: Jon Bawden	

Project Title: Spinelli ES TK Retrofit

Location: Antelope CA

- California Proposition 65 Warning: This product can expose you to Bisphenol A (BPA) which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.
- Manufacturing time for this project will be 4 weeks from the time of LSI's order acceptance.
- View additional quote terms here.

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Eugene Graham Initials: EDG

SUBJECT: Renewal of Microsoft Education A5 Licenses

☒ **Action Item** ☐ **Information Item** **Attached Pages** 2

Company/Consultant's Name:

Bluum

Background/Services to be Rendered:

We are due for our yearly renewal of our Microsoft Education A5 licenses. This license is used to protect our Windows computers, Device Management of our Windows laptops, and includes Microsoft Office licenses. This keeps us in compliance with the California K12 cybersecurity mandates.

Date(s) of Service: December 2025 to December 2026

Funding Amount: $68,178

Funding Source:

RECOMMENDED BOARD ACTION:

Recommend Approval of the renewal of Microsoft A5 licenses through Bluum.

Quote

#388496

10/24/2025

Bluum USA, Inc.
1771 Energy Park Drive
Suite 100
St Paul MN 55108
www.bluum.com

Bill To
ACCOUNTS PAYABLE
Center Joint Unified School District
8408 WATT AVENUE
ANTELOPE CA 95843

Ship To
Center Joint USD, Technology
8408 WATT AVE
Antelope CA 95843

Memo:

Expires	Sales Rep	Contract	Terms
11/30/2025	818 Nicholas Gaskas		Net 30

Qty	Item	MFG	Price	Ext. Price
550	**CFQ7TTC0LHPJ-0015** Microsoft 365 A5 for Education Faculty Pricing - Annual Commit	Microsoft	$123.96	$68,178.00

Please note that our tariff policy is outlined within our Terms and Conditions, which govern all sales and agreements. By proceeding with this order, you acknowledge and agree to the terms and conditions, including any applicable tariffs or fees that may apply.

****Bluum provides professional development from former educators who are committed to providing world class instructional training. With the purchase of educational technology, we recommend including PD to ensure effective adoption. Ask about our getting started package, 3-hour remote and 6-hour onsite training.**

Subtotal	$68,178.00
Tax Total	$0.00
Shipping Cost	$0.00
Total	$68,178.00

Thank you,

Nicholas Gaskas

E: nicholas.gaskas@bluum.com

bluum.com

388496

Quote

#388496

10/24/2025

Bluum USA, Inc.
1771 Energy Park Drive
Suite 100
St Paul MN 55108
www.bluum.com

To accept this quotation, sign here : _____

Printed Name/Title/Date : _____

Shipping and Billing Address listed on quote are accurate : [ ]Yes [ ]No

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions. For quotes over $25,000 a Purchase Order is required, please reference this quote number on your PO. If purchasing via credit card a 2.5% surcharge fee will apply. For questions please contact your Bluum Account Representative.

Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods. Returns require an authorization number and must be made within 30 days. A minimum 25% restocking fee may apply with the exception of out of box failures and replacements under warranty.

388496

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities
Initials: RP

SUBJECT: Center High School Music Room HVAC Replacement Project

☒ **Action Item** ☐ **Information Item** **Attached Pages** 23

Company/Consultant's Name:

Lawson SSP Group LLC

Background/Services to be Rendered:

The Center High School Music Room HVAC replacement is within the CUPCCAA threshold of $75,000. Public projects under CUPCCAA that are $75,000 or less can be carried out through negotiated contracts with contractors who are pre-approved on the District's list of qualified CUPCCAA contractors.

The scope of work includes replacing two 5T Split Systems with two new 5T Split Systems and all miscellaneous items needed to complete the job.

The CUPCCAA contract with Lawson SSP Group LLC total is TWENTY-EIGHT THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS($28,275.00).

THE INSTALLATION DATE WILL DEPEND ON THE LEAD TIME FOR UNITS.

Date(s) of Service: Sometime between November 20, 2025 and January 31, 2026

Funding Amount: $28,275.00

Funding Source: General Fund

RECOMMENDED BOARD ACTION:

The Board of Trustees approve the contract with Lawson SSP Group LLC to replace the HVAC units at the Center High School Music Room.

Docusign Envelope ID: 684546E4-D5F7-4E9E-A6AD-E51B98688354

GENERAL SHORT FORM CONSTRUCTION CONTRACT

This agreement is made and entered into this 19th day of November 2025, by and between the Center Joint Unified School District, acting by and through its Governing Board ("Owner") and Lawson SSP Group, LLC., ("Contractor"). Owner and Contractor may be referenced herein individually as "Party" or collectively as the "Parties."

WITNESSETH, that for and in consideration of the mutual promises, covenants, agreements, and conditions herein contained, the Parties agree as follows:

1. THE WORK: The Work constitutes a public work of improvement. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, light, heat, utilities, transportation and other facilities and services necessary for the execution and completion of the Work in accordance with the Contract Documents and any applicable code or statute, whether or not specifically described herein, as long as same is reasonably inferable there from as being necessary to produce the intended results. Contractor agrees to perform and complete in a good and workmanlike manner the Work as described in **ATTACHMENT A**. The Work is subject to the approval of Center Joint Unified School District Superintendent.

   In no case shall Owner have any responsibility for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work.

   Contractor shall give all notices and shall observe and comply with all laws, ordinances, rules, regulations, permits, rights-of-way, or orders of any public authority bearing on the performance of the Work. All Work shall be performed in accordance with Title 24, Parts 1 through 5 and 9, of the California Code of Regulations, and the rules and regulations of the Division of the State Architect. Contractor shall conduct the Work so that all laws and ordinances for the protection of the public and the workers shall be obeyed fully by Contractor and all subcontractors.

   Contractor shall comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. Contractor shall be responsible for initiating, maintaining and supervising all safety measures in connection with the Work, for maintaining all safety conditions on the Site, and for ensuring against and/or correcting any hazardous conditions on the Site. Contractor shall at all times maintain adequate protection against injury to persons, including employees, or damage to property, on or near the project, or adjacent to the Site.

   Existing signs, lights, traffic signals, control boxes, hydrants, meters, and other similar items occurring within the street or sidewalk areas shall be kept free of obstructions and accessible at all times.

   Contractor shall take all necessary precautions to protect the Owner's structures, facilities, equipment, tools, materials, and any other property on or adjacent to the Site against damage, loss, or theft resulting from the operations, equipment or workers of the Contractor during the course of the construction, and shall provide adequate security measures. Contractor shall repair or replace any damage and remove any damaged or defaced material

Docusign Envelope ID: 684546E4-D5F7-4E9E-A6AD-E51B98688354

and/or equipment from the Site at no cost to the Owner. Contractor shall be strictly liable for failure to adequately protect any existing improvements and/or facilities.

2. Any change to the Work increasing or decreasing the Contract Price must be approved in writing by the Center Joint Unified School District Superintendent. In no event shall any change to the Work be approved which would cause the total amount to be paid under this Agreement to exceed seventy-five thousand dollars ($75,000).

   Contractor will remove all dirt, debris, and waste from the Site, and insure upon completion that the grounds and the adjacent sidewalks and streets are left clear and in the condition the Contractor originally found them.

3. LICENSE AND REGISTRATION: By executing this Agreement, Contractor represents that it is currently licensed by the California Contractors State License Board, Class D42, License number 967185, and that Contractor is registered with the California Department of Industrial Relations as required by California Labor Code section 1725.5.

4. BONDS: If the Contract Price is twenty-five thousand dollars ($25,000.00) or more, then Contractor shall provide to Owner payment and performance bonds **(ATTACHMENTS C & D)** in an amount not less than 100 percent of the total amount payable by the terms of the contract before commencement of any contract Work.

5. INSURANCE.
   The Contractor shall obtain, and maintain during the entire Contract Time, at its sole cost and expense, all Worker's Compensation, General Liability insurance required below. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to the District within ten (10) daysafter being notified of the intent to award the Contract, and before execution of the Agreement for Construction by the District. Insurance Certificates must indicate Bid Package number and school name.

   Every policy shall be endorsed to state that it shall not be assigned, canceled, or reduced in coverage without thirty (30) days' prior written notice to District. Every policy shall also be endorsed to state that the District shall be given notice of nonrenewal at least thirty (30) days prior to the nonrenewal date.

   The Contractor shall not commence work until all required insurance documentation has been submitted to and accepted by the District.

   Failure of Contractor to maintain all required insurance during the entire Contract Time shall constitute a default entitling the District to all rights and remedies that exist in the Contract Documents and/or by law.

   The requirements as to the types and limits of insurance coverage, and any approval of said insurance by the District, is not intended and shall not in any manner limit or qualify the liabilities and obligations pursuant to this Agreement.

   Any failure to comply with one or more of the requirements of this section by contractor shall not be deemed to be a waiver by the District of the requirements.

   A. Workers' Compensation and Employers' Liability Insurance
      In accordance with the provisions of Section 3700 of the Labor Code, the Contractor, and each subcontractor, shall secure the payment of compensation to its employees. The

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Contractor and each subcontractor shall provide workers' compensation insurance and occupational disease insurance as required by law and employers liability insurance with minimum limits of $1,000,000 covering all workplaces involved in the Contract Documents.

The Contractor shall furnish a certificate of insurance or a certificate of permission to self-insure under the Workers' Compensation and Employers' Liability Insurance statutes of the State of California. The certificate shall provide that at least thirty (30) days' prior written notice shall be served on District prior to the cancellation or change of such insurance or self-insurance. Said certificate shall also provide that the insurer shall waive all rights of subrogation against the District, District Representative, Architect, Low Voltage Consultant, Hazardous Materials Consultant, and any other consultant retained by the District, and each of their respective officials, employees and volunteers for losses arising from work performed by the Contractor for the District. Such insurance shall be delivered to the District Representative within ten (10) days of being notified of the intent to award the Contract, and before the District will execute the Agreement for Construction.

B. Liability Insurance

Insurance is to be placed with insurers approved by the State of California Department of Insurance and with a Bests' rating of no less than (A-) Level VII.

The Contractor and its Subcontractors shall procure and maintain insurance on all of their operations during the progress of the Work, with reliable insurance companies, on forms acceptable to District, for the following minimum insurance coverage's:

Comprehensive general liability insurance, including but not limited to, Owner's contingent coverage, and protection for claims of bodily injury and property damage liability, personal and advertising injury liability, and products completed operations liability. Coverage shall be with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate.

The insurance shall cover all operations of the Contractor and its Subcontractors, including but not limited to the following: (1) premises, operations and mobile equipment liability; (2) completed operations and products liability; (3) contractual liability insuring the obligations assumed by the Contractor and its Subcontractors under the Contract Documents; (4) independent contractor's contingent coverage; (5) explosion, collapse, and underground property damage; (6) broad form property damage liability endorsement; (7) personal injury liability endorsement.

Automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment with combined bodily injury and property damage liability of $1,000,000.

The following terms shall be included in the liability insurance, either within the policy or by endorsement:

All policies shall be endorsed to include by name the District, Architect, District Representative, as additional insured's and shall provide that they are primary with any insurance maintained by District as non-contributory. Such policies will have severability of interest endorsement.

The limits established under this section shall apply separately to the Contractor's Work under this agreement. All liability insurance shall be written on an occurrence basis.

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Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, District Representative and Architect, or any of their respective officials, employees or volunteers.

Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The insurer shall by separate endorsement agree to waive all rights of subrogation against the District, District Representative and Architect, or any of their respective officials, employees and volunteers for losses arising from work performed by the Contractor for the District.

The policy shall state that it is primary insurance and that any insurance or self-insurance fund maintained by or available to the District, District Representative and Architect, and each of their respective officers, agents, employees or volunteers shall be in excess of the Contractor's insurance and shall not be called upon to contribute to a loss covered by the policy.

The policy must provide that it shall not be canceled, suspended, voided or changed nor may the "retroactive date" of the policy or any renewal or replacement policy be changed without thirty (30) days' prior written notice to the District. The standard cancellation clause on the certificate shall read:

> Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder.

A cross liability endorsement must be included to the effect that each insured is covered as if separate policies had been issued to each insured.

The liability coverage may be either on a blanket basis or a policy which specifically identifies this agreement with a contractual liability endorsement.

Any deductibles or self-insured retentions must be declared to and approved by the District. Any and all deductibles or self-insurance retentions in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

C. Builder's Risk Insurance:

The Contractor shall, at its sole expense, purchase, maintain and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the District, insurance as to protect the District, the District Representative and the District's agents and employees, the Architect, Low Voltage Consultant, Hazardous Materials Consultant, or any other consultant retained by the District, and each of their respective officers, agents, employees or volunteers, the Contractor, Subcontractors and sub subcontractors from loss or damage to work in the course of construction. This insurance shall be in the form of "Builders All risk", "All risk Installation Floater" or the equivalent, and the limits of liability shall be equal to one hundred percent (100%) of the contract value.

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The following terms shall apply to such coverage:

Coverage shall be written on a completed value, non-reporting form, on a replacement cost basis, and shall cover the property against all risks of physical loss or damage, including:

Loss or damage that ensues damage from design error (only if the contractor or subcontractors are designing any portion of the project), defective materials, faulty workmanship, mechanical breakdown or electrical damage. Loss from electrical damage will include any loss or damage arising out of testing, magnetic disturbance and changes in temperature or humidity.

The property covered shall include the Work, including any materials, equipment or other items to be incorporated therein while the same are located at the construction site, stored offsite, while in transit or at the place of manufacture. The policy shall contain a provision that both the interests of the District and the Contractor are covered and that any loss shall be payable to the District and the Contractor as their interests may appear.

The policy shall be endorsed to name the District as an additional payee.

If not covered by Builder's Risk insurance or any other property or equipment insurance required by the Contract Documents, the Contractor shall, at its sole expense, purchase, maintain and keep in force at all times during the term of the Contract property insurance (equal to one hundred percent (100%) of the contract value) for portions of the Contractor's work and/or equipment to be incorporated therein stored offsite or in transit.

6. LOCATION OF WORK: The Work is to be performed at the following location: Center High School, 3111 Center Court Lane, Antelope, CA 95843 ("Site"). Contractor acknowledges that the Work will be performed on a "tobacco-free" campus, and that possession of any tobacco product or electronic cigarette product is prohibited on school district property.

7. FINGERPRINTING: Education Code sections 45125.1 and 45125.2 apply to this Agreement. The Contractor shall comply with Education Code section 45125.2(a)(2) by providing continual supervision by Contractor's employee who has not been convicted of a serious or violent felony. Contractor shall require its supervising employee and any person affiliated with Contractor who will have unsupervised access to the school site to be fingerprinted by the Department of Justice ("DOJ"). Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, the Contractor will certify in writing that neither Contractor nor any individuals affiliated with it (who shall be identified by name) who may come into unsupervised contact with pupils have been convicted of a felony as defined in Education Code section 45122.1. Any person whose name is not on the cleared list may not have unsupervised access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses. Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement. **(ATTACHMENT B)**

8. TIME FOR COMPLETION: The Parties hereby agree that the Work shall commence November 20, 2025 and be completed by January 31, 2026. ("Contract Time").

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9. CONTRACT DOCUMENTS: The contract documents include this agreement, any special provisions, the payment and performance bonds (if required), the plans, the specifications, the drawings, construction change directives, and any change orders ("Contract Documents") and comprise the complete and integrated contract between Parties, superseding all prior negotiations, representations or agreements, either written or oral. All Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict, detail drawings shall govern over small-scale drawings, the specifications shall govern over the drawings, special provisions (if any) shall govern over the drawings, and change orders shall govern over the original documents, unless a different order of precedence is noted.

10. SUBCONTRACTORS: Contractor shall not use any subcontractors to perform any Work hereunder unless those subcontractors have been identified in Contractor's quote to Owner. All subcontractors shall be registered with the California Department of Industrial Relations as required by California Labor Code section 1725.5, and shall comply with Paragraphs 11 and 13 below.

11. PREVAILING WAGES AND RECORDS: This Section shall apply to all projects over $1,000. Contractor and all subcontractors shall comply with and adhere to the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of Industrial Relations pursuant to Division 2, Part 7, Chapter 1, of the California Labor Code. Schedules of the prevailing rate of per diem wages are available for public inspection at the District or can be found at www.dir.ca.gov/dlsr. Contractor shall obtain and post copies of the applicable prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the Department of Industrial Relations. Failure to comply with wage and hour requirements may result in the Contractor being assessed penalties in accordance with Articles 2 and 3, Chapter 1, Part 7, Division 2 of the Labor Code, including without limitation Sections 1775, 1776, 1777.7 and 1813.

    The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall keep, and shall cause all subcontractors on the Project to keep, certified payroll records of the hours and wages of all employees employed on the Project, and those records shall be open at all times for inspection by the Owner and/or the Division of Labor Statistics and Enforcement, in accordance with Sections 1776 and 1812 of the Labor Code. The certified payroll records shall contain at least the following information: the name, address, social security number, work classification, dates of payroll period, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

    Payroll data can be entered manually or uploaded into the DIR electronic certified payroll reporting (eCPR) system. Contractor will be required to submit certified payroll records online as of August 1, 2016.

    In accordance with Title 8, Section 16463 of the California Code of Regulations, the Owner may, on its own or if required by the Labor Commissioner, withhold funds due to Contractor when payroll records are delinquent or inadequate. Contractor shall cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the subcontractor has cured the delinquency or deficiency. **(ATTACHMENT F)**

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12. GUARANTEE: The Contractor shall guarantee the Work for a minimum of two (2) years from and after the recordation of the Notice of Completion and completion of all contract obligations by the Contractor, including formal acceptance of the entire Project by the District. Such guarantee shall be made on the form provided in **ATTACHMENT G**.

13. COMPLIANCE WITH WORKERS' COMPENSATION LAW: By executing this contract, Contractor certifies that it is aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the statutory requirements, and Contractor will comply with such provisions before commencing the performance of the Work.

14. CONTRACT PRICE AND PAYMENT: As compensation for the Work, and its satisfactory construction, erection and completion, Owner shall pay or cause to be paid to Contractor the sum of TWENTY-EIGHT THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS ($28,275.00), subject to additions and deductions as provided by change order ("Contract Price"). Payment will not be made until all Work is completed to the satisfaction of Owner.

15. TERMINATION: Owner may, at any time and for any reason, terminate, in whole or in part, this contract for the Owner's convenience. Termination shall be by written notice to Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue Contractor's work and the placing of orders for materials, facilities and supplies in connection therewith. Upon such termination, Contractor shall be entitled to payment of: a) Contractor's direct, actual cost of the Work completed in conformity with the Contract, not to exceed the Contract Price allocable to that portion of the Work; plus b) an allowance of ten percent (10%) of those costs for Contractor's overhead and profit.

    Owner also may terminate this contract for cause if a) Contractor is insolvent or has made a general assignment for the benefit of creditors or b) Contractor or any subcontractor materially breaches this contract. Termination shall be by written notice to Contractor, after five (5) days' written notice of and opportunity to cure any material breach. In the event of such termination, the Owner may, without liability, take possession of and utilize in completing the Work, Contractor's materials that are necessary for completion. In the event of a termination for cause, Contractor shall not be entitled to receive payment until the Work is finished. At that time, Contractor shall be entitled to payment of the Contract Price, less the cost to secure a replacement contractor and complete the Work, less any liquidated damages, which shall continue to accrue until the Date of Completion, *except that* Contractor shall not be entitled to be paid more than it would be entitled to be paid under a termination for convenience.

    If this Contract is terminated for cause and if it is later determined that Owner was not entitled to terminate for cause, such termination automatically shall be converted to and treated as a termination for convenience.

16. INDEMNITY: Contractor shall defend with counsel acceptable to the Owner, indemnify and save harmless the Owner and any of its officers, agents, employees, and other contractors from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability arising out of or in any way connected with Contractor's performance of the Work or with this contract, arising from any wrongful act, or any negligent act or omission to act, whether active or passive, on the part of the Contractor or any of its agents, employees, subcontractors or suppliers. Without limiting the foregoing, the defense and indemnity applies to any wrongful acts, or any actively or passively negligent acts or omissions to act,

Docusign Envelope ID: 684546E4-D5F7-4E9E-A6AD-E51B98688354

committed jointly or concurrently by Contractor (or any of its agents, employees, subcontractors or suppliers) and the Owner (or any of its officers, agents, employees, and other contractors). Contractor has no obligation to indemnify the Owner in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of the Owner. The defense and indemnification requirements extend to claims occurring after this contract is terminated or the Work is completed.

17. LIQUIDATED DAMAGES: - NOT USED

18. EXECUTION OF CONTRACT: IN WITNESS WHEREOF, this agreement has been duly executed by the above named parties, on the day and year first above written.

CONTRACTOR:

Lawson SSP Group, LLC.
3217 Ramos Circle
Sacramento, CA 95827

DS

DocuSigned by:
Eric Fuchino
Eric Fuchino 84F6B3F1EA024ED...
Senior V.President, GM

Date: 10/22/25

License #: 1109791
DIR #: 1001102893

SCHOOL DISTRICT (Owner)

Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

Scott A. Loehr
Superintendent

Date:

Docusign Envelope ID: 684546E4-D5F7-4E9E-A6AD-E51B98688354

ATTACHMENT A

Lawson Group SSP, LLC. Is to provide the following scope of work to remove two non-operational 5-ton gas package unit serving the Music Room with a new Bryant Split System, located at the Music Room at Center High School, 3111 Center Court Lane, Antelope, CA 95843.

Scope of Work:

- Coordinate access and work schedule.
- Lock out, tag out, safe off, and disconnect the units.
- Furnish and install two (2) Bryant 5-ton gas split system.
- Furnish and install flue piping (2) w/new condensate neutralizer kits (2).
- Furnish and install two (2) new blade fused disconnect with new fuses.
- Furnish and install new seal-tight flex conduit for high voltage and control wiring.
- Furnish and install two (2) new gas flex with a safety shut-off valve.
- Furnish and install two (2) new condensate pans with two (2) new wet switches.
- Re-use high voltage electrical, extend as needed.
- Re-use low voltage control wiring, extend as needed.
- Replace all liquid-tight conduit and fittings on outdoor units.
- Flush,pressure test, and reuse refrigerant line sets.
- Re-insulate outdoor line-sets.
- Set up and test Pelican thermostats with new equipment.
- Secure components; perform start-up, test, and verify operations.
- Clean up and remove any debris from the work area generated by Lawson SSP Group, LLC.

GENERAL

1. Contractor is responsible for all safety requirements for the Work. This includes hard hats, safety glasses, high visibility clothing, foot protection, temporary guardrails, tie-off equipment and the like for employees at all times, including adherence to all OSHA/CAL OSHA safety requirements.
2. Hoisting of all materials as required for the Work. All hoisting equipment will be properly certified prior to use on the jobsite.
3. Provide all equipment required to safely access the Work including ladders, lifts, scaffolds, etc.
4. All dust control, traffic control, noise mitigation, street cleaning, general cleaning and drainage maintenance required for the Work.
5. Daily clean-up and off-site disposal of debris generated by the Work.

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ATTACHMENT B

DOJ CERTIFICATION

I, Eric Fuchino , on behalf of **Lawson SSP Group, LLC.**, certify that, pursuant to Education Code Section 45125.1 and Article 24 of this Agreement, this business entity has conducted the required criminal background check(s) of all persons who will be providing services to the Center Joint Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. As further required by Education Code 45125.1, attached hereto is a list of names of the employees or agents of **Lawson SSP Group, LLC.**, who will be providing services to Center Joint Unified School District and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify the Center Joint Unified School District of any addition/deletions as they occur.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 10/22/25, in Sacramento, California.

DocuSigned by:

By: Eric Fuchino
B4FBA57EA724ED...
Eric Fuchino

10/22/25
Date

Docusign Envelope ID: 684546E4-D5F7-4E9E-A6AD-E51B98688354

ATTACHMENT B (Continued)

DOJ CERTIFICATION
List of Employees Authorized
To Come On To the School Campus

Name:	At the Center Joint Unified School District
Ulises Hermosillo	Center High School Site Building V
Miguel Reynoso	
Vernon Dunlap	

Docusign Envelope ID: 684546E4-D5F7-4E9E-A6AD-E51B98688354

ATTACHMENT C

Section 00 4000 – PAYMENT BOND FORM

Bond No._____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Center Joint Unified School District (the "District") has awarded to

_____as Principal a contract dated the 19th day of November 2025, for the furnishing of all labor, materials, equipment, transportation and services for the construction of **Center High School 2025 – Music Room HVAC Project,** located in Sacramento County, California (hereinafter referred to as the "Contract");

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW THEREFORE, we the undersigned Principal and

_____

as Surety, are held and firmly bound unto the District in the sum of **TWENTY EIGHT THOUSAND TWO HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS ($28,275.00)** for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by the District or its Subcontractors shall fail to pay any of the persons named in State of California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.

2. This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under California law, including but not limited to the persons named in State of California Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

3. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of Section 2845 of the State of California Civil Code.

4. Amounts owed by the District to Principal under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under the Performance Bond. By Principal furnishing and the District accepting this Payment Bond, they agree that all funds earned by Principal in the performance of the Contract are dedicated to satisfy obligations of Principal and Surety under this Bond, subject to the District's priority to use the funds for the completion of the Work or the satisfaction of the District's claims, including liquidated damages, under the Contract.

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ATTACHMENT C (Continued)

5. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District rights against the other.

6. In the event suit is brought upon this bond, the parties not prevailing in such suit shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit.

7. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____day of _____, 20___.

Principal: _____
(Lawson SSP Group, LLC.)

By: _____

Title: _____

Surety: _____
(Name of Firm)

By: _____

Title: _____

Address for Notices:

_____
_____
_____

Phone #_____

Fax # _____

Note: Notary Acknowledgement for Surety and Surety's Power of Attorney must be attached

Address for Owner Notices:

Center Joint Unified School District
Attn: Scott A. Loehr
8408 Watt Avenue
Antelope, CA 95843

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ATTACHMENT D

Section 00 4100 - PERFORMANCE BOND FORM

Bond No._____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Center Joint Unified School District hereinafter referred to as "District" and **Lawson SSP Group, LLC.,** (hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction of **Center High School 2025 – Music Room HVAC Project,** located in Sacramento County, California (hereinafter referred to as the "Construction Contract").

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond for the faithful performance of all terms and conditions of the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and _____ (hereinafter referred to as "Surety"), as Surety, are held and firmly bound unto District and Claimants, as defined herein, in the penal sum of **TWENTY EIGHT THOUSAND TWO HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS ($28,275.00),** lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Construction Contract, which is incorporated herein by reference.

2. If Contractor timely performs each and every obligation under the Construction Contract, including all Guarantee and/or warranty obligations, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. Surety's obligation under this Performance Bond shall arise after:

   3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing all remaining obligations of Contractor pursuant to the Construction Contract; and

   3.2 District has agreed to pay any remaining Balance of the Agreement Price, as calculated under the terms of the Construction Contract, to Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Construction Contract with District.

4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

   4.1 Arrange for Contractor, with consent of District, to perform and complete the Construction Contract; or

   4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

   4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by District and the contractor selected with District's concurrence, to be secured with

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performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to District the amount of damages as described in Paragraph 6

in excess of the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, incurred by District resulting from Contractor's Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or

.2 Deny liability in whole or in part and notify District citing specific reasons therefore.

5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.

6. After District has declared a Contractor Default, and if Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Construction Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Construction Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of any remaining Balance of the Agreement Price to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:

6.1 The responsibilities of Contractor for correction of defective Work, materials and equipment and completion of the Construction Contract, including all Guarantee and warranty obligations;

6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Construction Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.

8. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of Section 2845 of the State of California Civil Code.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as an item of costs.

10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.

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ATTACHMENT D (Continued)

11. DEFINITIONS

11.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Construction Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Construction Contract.

11.2 Construction Contract: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

CONTRACTOR, as Principal	SURETY
By: _____	By: _____
Its: _____	Its: _____
Address: _____	Address: _____
Phone #: _____	Phone #: _____
Fax #: _____	Fax: _____
	Note: Notary Acknowledgement for Surety and Surety's Power of Attorney must be attached

Address for Owner Notices:

Center Joint Unified School District
Attn: Scott A. Loehr
8408 Watt Avenue
Antelope, CA 95843

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ATTACHMENT E

CENTER JOINT UNIFIED SCHOOL DISTRICT

WORKER'S COMPENSATION AFFIDAVIT

(NOT USED)

Docusign Envelope ID: 684546E4-D5F7-4E9E-A6AD-E51B98688354

ATTACHMENT F

CENTER JOINT UNIFIED SCHOOL DISTRICT

CONTRACTOR AFFIDAVIT OF PUBLIC WORKS COMPLIANCE

Certification of Compliance with Prevailing Wage Laws

I, Eric Fuchino (NAME) As owner of Lawson SSP Group, LLC. (COMPANY)

I hereby, certify under penalty of perjury:

1) That I am the Official Representative of the above named company and therefore responsible for compliance with the Public Works laws on this project.

2) That as Owner of this company, I was informed of the California Public Works laws and was given the information and forms to complete the project in compliance with these laws at the beginning of the project.

3) That the determinations and classifications published by the State of California DLSR have been used to bid the wages on this project by my company and my subcontractors' companies.

4) That all workers who perform labor on the project will be paid all prevailing wages as listed in the applicable determinations due to them in the course of the work as listed on their timecards, including fringe benefits.

5) That all training fees, if applicable, to the trade in which they are employed will be paid to the appropriate, approved fund.

6) That I will submit, and verify all subcontractors submit, a Public Works Contract Award Information Form (DAS 140) to the applicable Apprenticeship Programs for each trade and classification needed to complete the work.

7) That I will request, and verify all subcontractors request, the dispatch of required apprentices from one of the applicable Apprenticeship Committees at least 48 hours (excluding Saturdays, Sundays, and holidays) before the date on which one or more apprentices are required.

8) That all workers listed as apprentices will be registered, state apprentices and furnish a certificate of registration.

Title: Senior Vice President, GM

Signature: DocuSigned by: Eric Fuchino B4F6A57FEA724ED...

Date: 10/22/25 Project: CHS Music Room HVAC Project 2025

Docusign Envelope ID: 684546E4-D5F7-4E9E-A6AD-E51B98688354

ATTACHMENT G

CENTER JOINT UNIFIED SCHOOL DISTRICT

Section 00420 - GUARANTEE FORM
{Print on Contractor/Subcontractor Letterhead}

ARTICLE 1. GUARANTEE FORM

Lawson SSP Group, LLC. {Company Name} hereby unconditionally guarantees that the Work performed at **Center High School** has been done in accordance with the requirements of the Contract therefor and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the recordation of the Notice of Completion of the Project and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the District, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 9200. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the District's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the District to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District's rights on such contract.

DocuSigned by:
Eric Fuchino
CONTRACTOR'S SIGNATURE

Eric Fuchino
PRINT NAME

Docusign Envelope ID: 684546E4-D5F7-4E9E-A6AD-E51B98688354

ATTACHMENT H

CONTRACTORS/SHORT-TERM WORKERS

ASBESTOS-CONTAINING BUILDING MATERIAL (ACBM NOTIFICATION STATEMENT)

(NOT USED)

Docusign Envelope ID: 684546E4-D5F7-4E9E-A6AD-E51B98688354

ATTACHMENT I

CENTER JOINT UNIFIED SCHOOL DISTRICT

CERTIFICATION OF COMPLIANCE FOR BUILDING MATERIALS

This is to certify, in accordance with the Environmental Protection Agency requirements, that the materials and equipment used in the construction of the Music Room HVAC Project, for the **Center Joint Unified School District** of Sacramento County, California, are asbestos free and are, therefore, not subject to monitoring for asbestos contamination.

Project Name:	CHS Music Room HVAC Project 2025
Address:	3111 Center Court Lane, Antelope, CA 95843
Contractor:	Lawson SSP Group, LLC.
Address:	3217 Ramos Circle, Sacramento, CA 95827
Signature:	DocuSigned by: Eric Fuchino B4F6A57FEA724ED...
Title:	Senior Vice President, GM
Date:	10/22/25

SEPARATE CERTIFICATE IS REQUIRED FOR EACH SITE

LAWSON SSPGroup

SERVICE + SPECIAL PROJECTS

September 24, 2025

Jeff McCarville
Center Joint Unified School District
8408 Watt Ave, Antelope, CA 95843

Job Site Location: **Center High School, 3111 Center Ct., Antelope, 95843**
In Reference To: Music Room Split Systems Replacement:

Jeff:

Lawson SSP Group is pleased to submit this proposal for the supply and installation of two (2) new 5-ton gas split systems serving your music room building. Kindly refer to the attached scope of work for a comprehensive breakdown of the services and components included in this proposal. Please see **add alt 1** below to remove and replace the antiquated 4-ton split system currently servicing the music room office area. The itemized scope below pertains to add alt 1 as well (4-ton, 95% furnace).

Base Scope of Work: Two (2) 5-Ton Gas Split System Unit Replacements for Music room units 5a and 5b (per electrical panel):

- Coordinate access and work schedule.
- Lock out, tag out, safe off, and disconnect the unit.
- Furnish and install two (2) new 95% furnaces and two (2) new ground-mounted 5-ton condensers.
- Utilize existing services: High voltage electrical, gas connections, pelican thermostats, and low voltage control wiring.
- Modify and reconnect to the existing condensate with copper pipe and fittings.
- Furnish and install new CPVC concentric flue piping (2) with new condensate neutralizer kits (2).
- Furnish and install two (2) new gas flexes with a safety shut-off.
- Furnish and install two (2) new Square-D fused blade-style high voltage disconnects.
- Provide all necessary **bonding required by CJUSD.**
- Remove access ladders and doors as needed to remove and install new 95% furnaces.
- Furnish and install two (2) new condensate pans with two (2) new wet switches.
- Flush, pressure test, and reuse refrigerant line sets.
- Reinsulate outdoor line-sets.
- Set up and test Pelican thermostats with new equipment.
- Replace all liquid-tight conduit and fittings on outdoor units.
- Rigging and proper disposal of existing units are included.
- Secure components; perform start-up, test, and verify operations.
- Clean up and remove any debris from the work area.
- All work to be performed during normal operating hours (Monday-Friday, 7:00 AM - 4:00 PM).

Base Quotation:
The total price for this agreement, including all labor, material, and tax, will be **$28,275.00** (Twenty Eight Thousand Two Hundred Seventy Five Dollars and No Cents). This quote is valid for **30 (Thirty) days** from the proposal date.

To approve this proposal, please execute and send a copy to Lawson SSP Group at Service@LawsonMechanical.com.

Sincerely,

David Meadows
Service Projects
Development
M: 916-870-6776

Acceptance:

By: _____
Name: Richard Putnam
Title: Director of Facilities
Date: 10-15-2025
Purchase Order: _____

Add Alt 1 Quotation:
Remove and install one (1) 4-ton gas split system. The above scope pertains to this Add Alt 1, (4-ton condenser, 95% furnace).
The total price for this agreement, including all labor, material, and tax, will be **$12,660.00**

Initial to accept AddAlt1: No

Assumptions and Clarifications:

- Customer elects not to pull a permit for this unit replacement; therefore, permits and fees are not included in the base cost. In the event that the building department/code enforcement did get involved for some reason, CJUSD will be liable for any costs incurred due to, but not limited to, fees, fines, and remobilization charges incurred by Lawson Mechanical.
- Existing wire and breaker are sized correctly for the new unit (30) amp 1p 208v/230v.

Exclusions:

- Overtime labor.
- New wire or breakers.
- Electrical upgrades.
- Duct smoke detectors.
- Air Balance/3rd Party Air Balance.
- All 3rd party testing.
- Mechanical load calculations.
- Structural review, engineering, modifications, or framing.
- Asbestos or lead testing or removal.
- Painting and patching.
- Permits and permit acquisition.

Terms and Conditions:

A. **Work Scope Scheduled** during normal business hours (Monday – Friday 7:00 AM – 4:00 PM) unless specified in "Scope of Work"
B. **Access** by Abbott Laboratory will provide and permit reasonable access to applicable equipment as dictated in "Scope of Work". Lawson SSP Group, LLC will be allowed to start and stop equipment as necessary to perform its services and be permitted to use of existing facilities and building services
C. **Supply Chain Delays – Economic Market Impacting Current Delivery Schedule(s)** from vendors and manufacturers. Delivery schedules have been missed and extended intermittently at times, impacting schedule expectations negatively. Lawson SSP Group, LLC will keep you abreast of changes impacting the project to the best of our ability. Lawson SSP Group, LLC will not be held liable for any losses, including but not limited to, profits, products, or production impacted by these extensions. Due to current material shortage, staffing limitations, and transportation delays, lead times and expedited freight/shipping are not guaranteed. Expedited freight will be prioritized over standard delivery.
D. **Material Delays and Price Increases** during the current volatile market are reviewed periodically. Updates will be provided per customer request.
E. **Warranty** Non-Service Contract: 90 days labor, 90 days parts
F. **Warranty** Active Service Contract: See your agreement for details (1+1, 2+2, 3+3, or 5+5) Labor and Materials
G. **Customer Supplied Materials/Equipment:** Material cut sheets and/or submittals must be approved by Lawson SSP Group, LLC prior to scheduling this work. No Lawson SSP Group, LLC or factory warranties will be recognized for all customer-supplied equipment and/or materials.
H. **Termination of Work Scope or Change Order After Award** (Material) All unused parts, material or equipment that can be returned will be charged 20% for return to manufacture and manufacture restocking charge.
I. **Termination of Work Scope or Change Order After Award** (Labor) All existing labor performed on the project will be invoiced and paid by Atria Senior Living.
J. **Price is valid 30 days** from the proposed date. Due to the volatile cost of equipment and materials, Lawson SSP Group, LLC will reserve the right to revise our proposal if the cost impact is greater than 8% within the 30-day period.
K. **Refrigerant Phase Out:** On January 1, 2020, The U.S. Environmental Protection Agency (EPA) banned the production and import of HCFC-22 freon (aka R22). Additionally, in 2023, R410A a commonly used refrigerant, will be phased out. The many changes of regulation provide no replacement that can meet the exact performance as originally designed for your system.
    K.1 Limited Guarantee: Lawson SSP Group, LLC will provide the best-known choice(s) of refrigerant option(s) based on customer parameters and requirements. Lawson SSP Group, LLC recommends using Rx11 flush or super change and properly labeling the system indicating the new refrigerant type.
    K.2 Limited Warranty: Lawson SSP Group, LLC will only provide warranty for the workmanship of the repair and not unforeseen performance issues related to refrigerant parameters.
    K.3 Lawson SSP Group, LLC Service Contract Warranty: Refrigerant retrofits are excluded from Service Contract warranty agreements.
    K.4 Factory Warranty: Refrigerant retrofit may void the factory warranty.
L. **Minor Repairs** Lawson SSP Group, LLC defines a minor repair as a correction, adjustment, or slight modification of an existing component. If "repair minor", is included in the scope of work. A minor repair has an allowance in regard to the proposal amount. Examples of minor repairs include but are not limited to, tightening a loose connection, adjusting a belt or pulley, and brazing a pinhole leak.
M. **Major Repairs** Any major repair outside of the scope of work will be reported to the customer. Major repairs will not be conducted without verbal or written approval.

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: David L. French Initials: DLF

SUBJECT: Terry McCauley Gymnasium - Name Relocation

☒ **Action Item** ☐ **Information Item** **Attached Pages** 0

Company/Consultant's Name:

Background/Services to be Rendered:

The building named in honor of Terry McCauley is located at 8725 Watt Avenue, which is now district offices. However, the student population that Terry loved so much is now attending school at 3243 Center Court Lane, site of the relocated McClellan High School.

I am proposing that the cafeteria/gymnasium at 3243 Center Court Lane be designated the "Terry McCauley Gymnasium" and that the lettering and plaque bearing his name be moved from the Watt Avenue site to the cafeteria at the Center Court Lane site.

Photos:
#1 - McCauley Gym Lettering 8725 Watt Ave
#2 - McCauley Gym Plaque 8725 Watt Ave
#3 - McClellan High Cafeteria - Proposed Lettering Location 3243 Center Court Ln
#4 - McClellan High Cafeteria - Proposed Plaque Location 3243 Center Court Ln

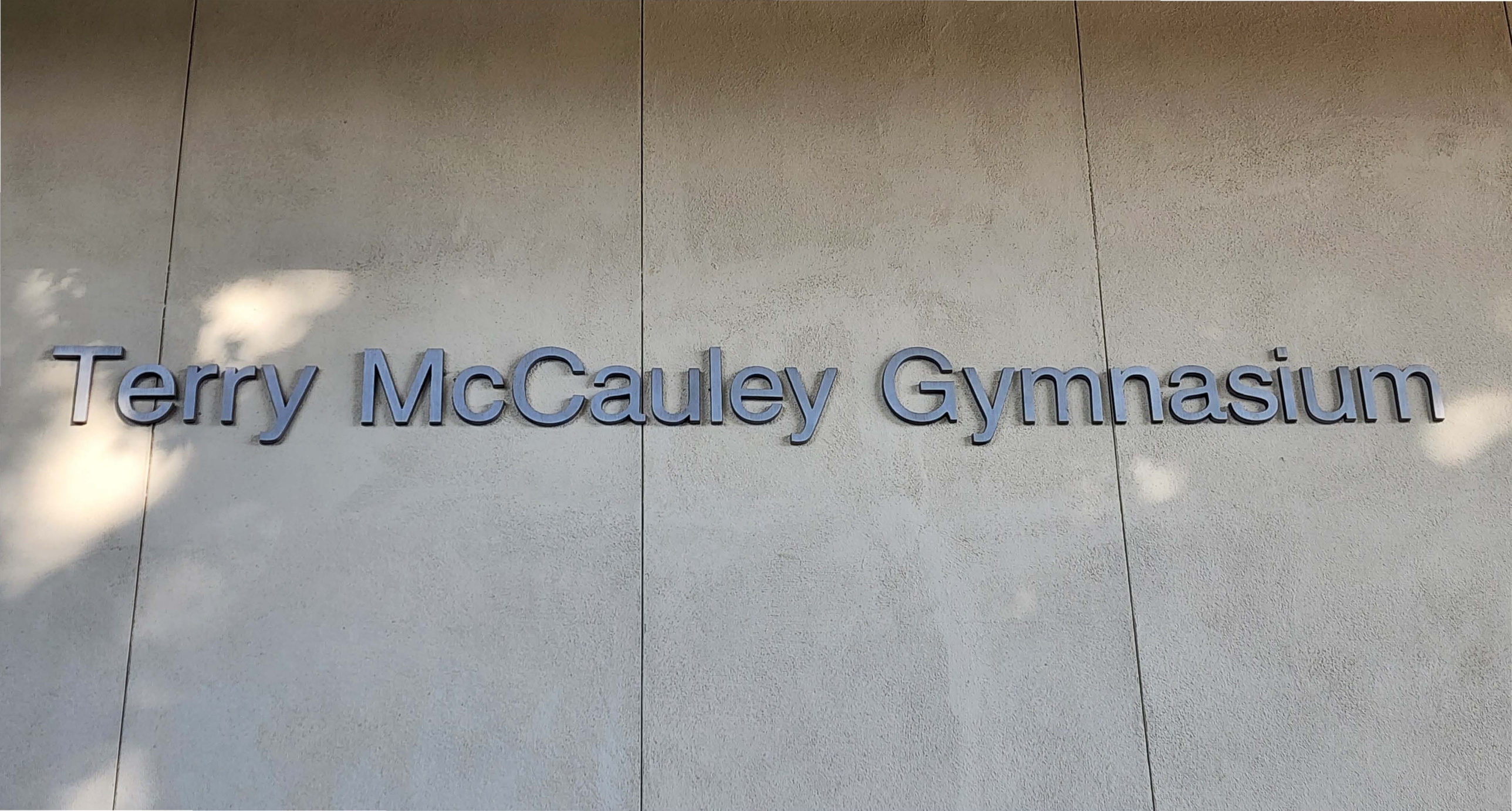
Date(s) of Service:

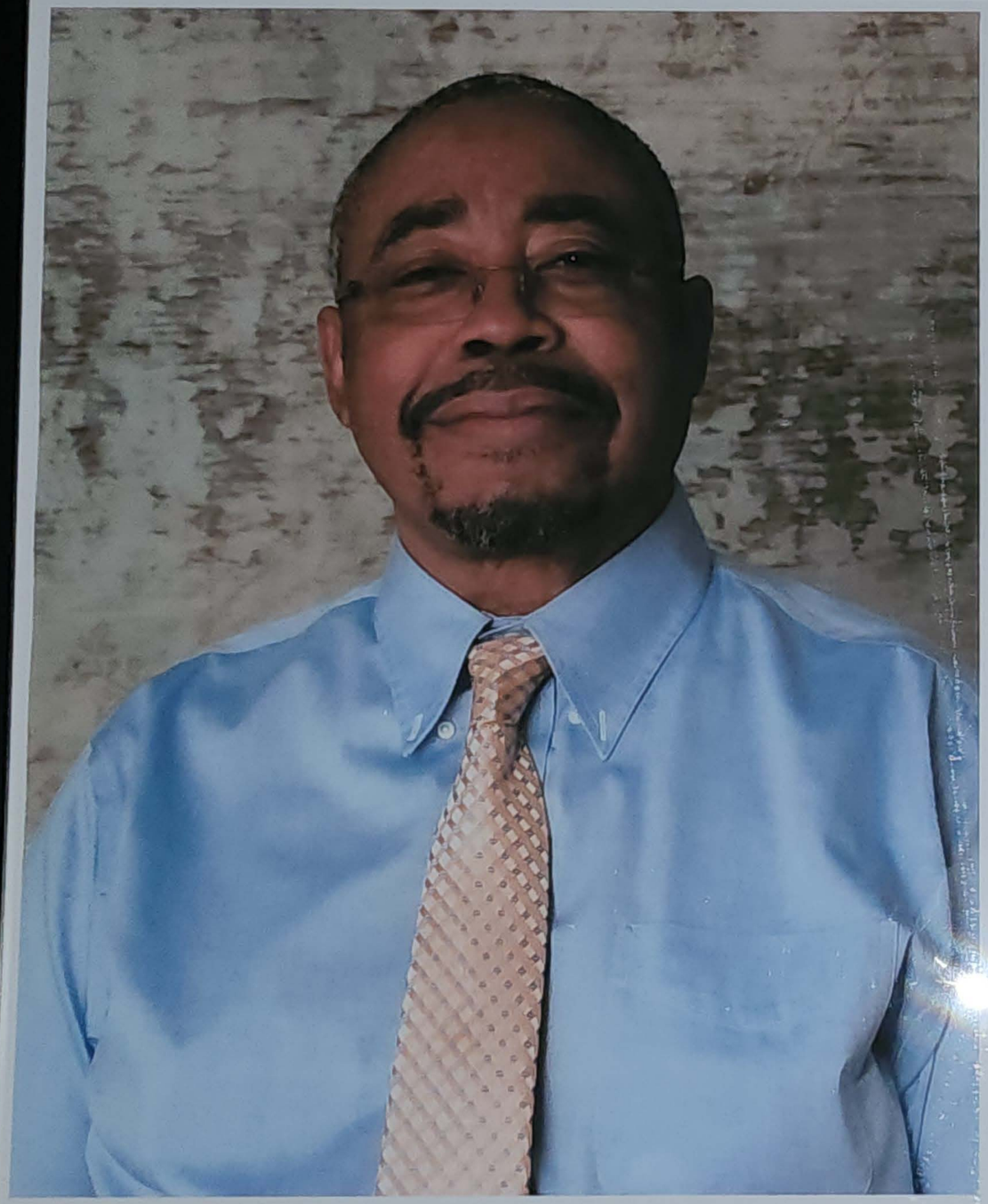
Funding Amount:

Funding Source:

RECOMMENDED BOARD ACTION:

Designate the cafeteria/gymnasium at 3243 Center Court Lane as the "Terry McCauley Gymnasium" and move the lettering and plaque bearing his name from the Watt Avenue site to the cafeteria at the Center Court Lane site.


Terry McCauley Gymnasium



Terry McCauley Gymnasium

Terry McCauley was born in Oklahoma City, Oklahoma. His father was in the army, so Terry lived in several places – Germany, Texas, Colorado – before marrying his wife in 1975. As a couple, they moved to California in 1979, and Terry attended Consumnes River College for 2 years. His first job in California was working as a service technician for Goodyear, but after 2 years, he was ready for a change. He began as a part time custodian in the Center district in 1982, just after his 30th birthday, but shortly earned full time status with a salary of $6.10 an hour. During his time in the district, Terry did most of his work at Center Junior High School and at McClellan High School, but he also spent time at Riles Middle School and Center High School. Terry worked faithfully in our district for 29 years, retiring in 2013. As long-time residents of Antelope, Terry and his wife raised 3 daughters and 1 son. All their children went through school in the Center district, and Terry considers each successful.

As a custodian, Terry did far more than just keep the campuses clean and well-maintained; those things are important, and he did his job very well. However, his true contribution was in working with students. At the Center Junior High and at McClellan, the administrators often assigned challenging students "campus beautification" duty with Terry as a consequence of misbehavior. He made these students work, but he also mentored and redirected them, getting them to think about the choices they were making and letting them know that there was at least one person on campus who cared for them and wanted them to be the best they could be. His persistent, big-hearted love and unwillingness to give up on any student allowed "Uncle Terry" to get near several difficult young men and women and push them to get along with their teachers and peers and to put real effort into their schoolwork. More important, Terry prepared these youngsters for life after school, filling them with solid common sense and a value for right and wrong. Many students earned diplomas and went on to positive, successful lives due in large part to what Terry did for them.

Some of Terry's advice to students:

"Research your future; know where you are going."

"You can never be yourself if you're copying someone else."

"Every day, you're on an interview."

Former students shared these thoughts about Terry:

"…for me and many other kids, Terry was more than a janitor; he was a father and a mentor to any child who wanted a great man to be part of his or her life."

"This gentleman has done so much and has helped shape the lives of so many young men and women in such a positively profound way…."

"What a blessing it has been to have met a wonderful man like Terry…he taught me right from wrong…he was more than a custodian; he actually got through to kids and was a father figure to the ones who needed it."

After retirement, Terry has continued to serve our district as a volunteer. During basketball season, he helps out as a volunteer driver for the team at McClellan High School, and he drives students to almost every game. At the end of each season, he prepares a wonderful lunch for all the players, coaches, and the rest of McClellan's staff (His skills as a chef are legendary!)

In short, Terry McCauley has made a significant positive impact on the Center district, and it is fitting that our district dedicate the gym at McClellan High School in recognition of all that he has done.

Dedicated May, 2016




THE NUMBER OF PEOPLE PERMITTED
IN THIS ROOM SHALL NOT EXCEED
ASSEMBLY 679
DINING 266
BY ORDER OF THE STATE FIRE MARSHAL
Lunch
WE OFFER
5 A DAY STAR MEALS
For a complete meal you must select
three ★'s, at least one
must be a ★ or a ★
Today at
FRUIT
VEGETABLES

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities

Initials: SL

SUBJECT: Center High School Modernization Project #23-04-Amendment #1 to the Inspector Agreement.

☒ **Action Item** ☐ **Information Item** **Attached Pages** 2

Company/Consultant's Name:

Gemini Inspection Service

Background/Services to be Rendered:

The Facilities Department requests approval of the Amendment to the Gemini Inspection Service agreement. This Amendment extends the Contract Term from October 31, 2024, to December 31, 2025, and increases the INSPECTOR's not-to-exceed compensation from ONE HUNDRED TEN THOUSAND DOLLARS AND NO CENTS ($110,000) to ONE HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS ($126,500), an increase of SIXTEEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS($16,500).

This amendment is necessary to provide inspection services needed to see the Modernization project to completion.

Date(s) of Service: 09/20/2023 - 12/31/2025

Funding Amount: $16, 500.00

Funding Source: Fund 21

RECOMMENDED BOARD ACTION:

The Board of Trustees approve the Center High School Modernization Project #23-04 Amendment #1 to the Inspector Agreement

INSPECTOR SERVICES AGREEMENT

Amendment #1

November 19, 2025

This AMENDMENT to AGREEMENT made and entered into on the 20th day of September, 2023, by and between the CENTER JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT"), and **Gemini Inspection Service** ("INSPECTOR"). The DISTRICT and the INSPECTOR are sometimes referred to herein singularly as a "PARTY" and collectively as the "PARTIES". In connection with the DISTRICT's **Center High School Modernization Project, DSA Application #: #02-117487** ("PROJECT"), and

WHEREAS, the Parties wish to AMEND the AGREEMENT.

NOW, THEREFORE, the Parties hereto agree as follows:

This is an AMENDMENT to extend the Contract Term from October 31, 2024 to December 31, 2025, and increase the INSPECTOR's not-to-exceed compensation from One Hundred Ten Thousand and No/100 Dollars ($110,000) to One Hundred Twenty-six Thousand Five Hundred and No/100 Dollars ($126,500), an increase of Sixteen Thousand Five Hundred and No/100 Dollars ($16,500), AS FOLLOWS:

REPLACE within Paragraph (B), subparagraph (1) Contract Term, with the following:

> (1) Contract Term. The effective period of this AGREEMENT is to be from September 21, 2023, through December 31, 2025.

REPLACE Paragraph (E) with the following:

(E) The DISTRICT agrees to pay the INSPECTOR for hours actually expended in performing the work in accordance with the hourly rate schedule information set forth in EXHIBIT "A". This AGREEMENT is based on estimated Time and Material expense. In no event shall the total payment to INSPECTOR under this AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **ONE HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($126,500)**, inclusive of all Reimbursable Expenses, for all services performed and expenses incurred pursuant to this AGREEMENT for the completion of the PROJECT(S).

[Signatures on the following page]

The PARTIES, through their authorized representatives, have executed this AMENDMENT #1 TO AGREEMENT as of the day and year first written above.

INSPECTOR: .	DISTRICT:
Gemini Inspection Service	Center Joint Unified School District
By: _____	By: _____
Printed Name: MASON DONALDSON	Printed Name: _____

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam — Initials: SL
Director of Facilities

SUBJECT: McClellan High School Relocation to District Annex - Renovation - Phase I, Project #25-01 - Final Change Order

☒ **Action Item** ☐ **Information Item** **Attached Pages** 1

Company/Consultant's Name:

Pride Industries One, Inc.

Background/Services to be Rendered:

The Facilities Department requests approval of the McClellan High School Relocation to District Annex - Renovation - Phase I, Project #25-01, Final Change Order.

On February 24, 2025, the District released the McClellan High School Relocation to District Annex - Renovation - Phase I, Project #25-01. Bids were received on March 26, 2025, with Pride Industries One, Inc., as the lowest responsible bidder.

The project had an Owner's Allowance of ONE HUNDRED THOUSAND DOLLARS($100,000). This Final Change order returns the unused portion of the Allowance as a credit of TWENTY-TWO THOUSAND SEVEN HUNDRED NINETY DOLLARS AND FIFTY-FIVE CENTS ($22,790.55) back to the District, bringing the final contract total to SEVEN HUNDRED FOUR THOUSAND EIGHT HUNDRED FIFTY-NINE AND FORTY-FIVE CENTS ($704,859.45).

Date(s) of Service: April 10, 2025 - November 19, 2025

Funding Amount: Original Contract Amount of $727,650.00

Funding Source: Fund 21

RECOMMENDED BOARD ACTION:

The Board of Trustees approve the Final Change Order for the McClellan High School Relocation to District Annex - Renovation - Phase 1, Project #25-01

Agenda Item: XIII-13

Center Joint Unified School District

District Annex Renovation - Phase 1, Project #25-01

FINAL CHANGE ORDER

Project: **District Annex Renovation - Phase 1, Project #25-01** Date: 11/19/2025
Architect: N/A
Contractor: Pride Industries One, Inc. DSA App: Non-DSA Change Order #: FINAL CO

You are hereby authorized to make the following changes relative to your work on the above referenced project:

Non-Allowance PCOs

The Contract will be modified by Non-Allowance PCOs in the amount of: 0 $ -

Allowance No: 1 **Allowance Amount:** $ 100,000.00 **Description:** 0

	PCO#	PCO Description	Days	Amount
1	001	Classroom #4: Asbestos Abatement. Asbestos was discovered in the wall paint and flooring of classroom.	0	$ 9,182.20
2	002	Classroom #5: Extended concrete pad in front of classroom.	0	$ 12,806.82
3	003	Multi-Purpose Gym: Removal of wood sign covering in-wall tables to accommodate new floor.	0	$ 574.95
4	004	Classroom #3: Mechanical - Replacement of evaporator coil and new refrigerant Lines.	0	$ 11,028.50
5	005	Classroom #5: Mold was discovered when the existing casework was demo'd. Cost is for abatement and disposal of drywall and replacement and install of new drywall .	0	$ 9,326.13
6	006	Drinking fountain/water bottle filler: Cost to change manufacturer from Elkay to Haws.	0	$ 1,760.49
7	007	Meeting Room #2: Install of new carpet and rubber base - Not in original scope.	0	$ 18,125.00
8	009	Classroom #44: Added Sink & Hot Water Heater.	121	$ 14,405.36
		Allowance No. 1 will be modified by this Change Order in the amount of:	**121**	**$ 77,209.45**

Cost of the above Work is to be applied against this Cash Allowance:

Original Cash Allowance Amount:	$ 100,000.00
Allowance Modifications by previously authorized Change Orders:	$ -
Allowance Modifications this change order:	$ -
Net change by previously authorized Change Orders:	$ -
Cash Allowance Sum will be modified by this Change Order in the amount of:	$ (77,209.45)
Cash Allowance Balance including this Change Order:	$ 22,790.55

Cost of the above Work is to be applied against this Cash Allowance:

For final settlement between Pride Industries One, Inc. and Center Joint Unified School District of all real claims related to the changes noted above:

Original Contract Sum:	$ 727,650.00
Final Allowance Modification:	$ (22,790.55)
Net change by previously authorized Change Orders:	$ -
Contract Sum will be modified by this Change Order in the amount of:	$ -
Contract Sum including this Change Order:	$ 704,859.45

Contract Time increased by: 121 Days
Date of completion as of the date of this Change Order: 11/19/2025

Acceptance of this Change Order constitutes an agreement between the District and Contractor, and the work is to be performed subject to the same terms and conditions as are contained in the original Contract with the Contractor and for the work on the above mentioned project.

Acceptance of this Change Order constitutes acceptance of the Change Order as full and complete satisfaction of any direct or indirect additional costs incurred by Contractor in connection with performance of the change work.

It is understood that the work shall be performed in accordance with the revised Plans and Specifications enumerated above or in accordance with the original Plans and Specification supplemented by the instructions stated herein.

Not valid until signed by the Contractor and Owner.

Issued by the Owners Representative Terra Carlson **Date:** November 6, 2025
Terra Carlson, Program Manager, Capital Program Management, Inc.

Agreement by Contractor **Date:**
Kathy Lopez-Shaughnessy, Director Commercial Contracts, Pride Industries One, Inc.

Approved by Owner **Date:**
Richard Putnam, Director of Facilities, Center Joint Unified School District

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam — Initials: SL
Director of Facilities

SUBJECT: McClellan High School Relocation to District Annex - Renovation - Phase I, Project #25-01 - Notice of Completion

☒ **Action Item** ☐ **Information Item** **Attached Pages** 1

Company/Consultant's Name:

Pride Industries One, Inc.

Background/Services to be Rendered:

The Facilities Department requests approval of the McClellan High School Relocation to District Annex - Renovation - Phase I, Project #25-01, Notice of Completion.

On February 24, 2025, the District released the McClellan High School Relocation to District Annex - Renovation - Phase I, Project #25-01. Bids were received on March 26, 2025, with Pride Industries One, Inc., as the lowest responsible bidder.

Work commenced on April 10, 2025, and was completed on November 19, 2025

Date(s) of Service: April 10, 2025 - November 19, 2025

Funding Amount: Original Contract Amount of $727,650.00 - Final Contract Amount: $704,859.45

Funding Source: Fund 21

RECOMMENDED BOARD ACTION:

The Board of Trustees approve the Final Change Order for the McClellan High School Relocation to District Annex - Renovation - Phase 1, Project #25-01

No Fee Per Government Code 6103

RECORDING REQUESTED BY

AND

WHEN RECORDED MAIL TO

CENTER JOINT UNIFIED SCHOOL DISTRICT
8408 Watt Avenue
Antelope, CA 95843

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN

That the work of the **District Annex Renovation Phase – I, Bid No. 25-01 was completed on:**

November 19, 2025.

That the name and address of owner of said property is:

CENTER JOINT UNIFIED SCHOOL DISTRICT
8408 Watt Avenue
Antelope, CA 95843

The nature of its title to said property is a fee simple.

No fee, per government Code 6103.

That the name of the original contractor for the work is **Pride Industries One, Inc.,** a licensed contractor of California. That the property herein above referred to is located at the Center Joint Unified School District Annex, 3243 Center Court Lane, Antelope, CA 95843.

Center Joint Unified School District
A Political Subdivision of the State of California

By: _____

Scott A. Loehr, Superintendent
Center Joint Unified School District
8408 Watt Avenue, Antelope, CA 95843

(STATE OF CALIFORNIA)
(City of Antelope)
(County of Sacramento)

Scott A. Loehr, being first duly sworn, deposes and says: That I am the Superintendent of the Center Joint Unified School District, which District is the owner of property described in the forgoing Notice of Completion and knows the contents thereof; that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing to true and correct.

Dated November 19, 2025.

_____
Scott A. Loehr, Superintendent

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Lisa Coronado — Initials: LC

Director of Fiscal Services

SUBJECT: Professional Services Agreement with Omnicap Group LLC for Arbitrage Rebate Consulting and Compliance

☒ **Action Item** ☐ **Information Item** **Attached Pages** 4

Company/Consultant's Name:

Omnicap Group LLC

Background/Services to be Rendered:

Omnicap Group LLC will provide arbitrage rebate consulting and compliance services related to the District's bond programs. The firm will calculate potential rebate or penalty liabilities, prepare compliance opinions and reports as required under the Internal Revenue Code, and assist with federal filings to ensure the District's bond proceeds are used and tracked in accordance with IRS regulations governing tax-exempt bonds.

Date(s) of Service:

Funding Amount:

$2,500 base fee, $500 per calendar year reviewed = approximately $5,000

Funding Source:

General Fund (01) or Bond Fund (21)

RECOMMENDED BOARD ACTION:

It is recommended that the Board approve the Professional Services Agreement with Omnicap.

PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT (the "Contract") is made and shall be effective November 6, 2025, by and between Center Joint Unified School District (the "District") and Omnicap Group LLC ("Omnicap") for the purpose of providing the following services as specified hereunder.

1. SERVICES COVERED UNDER THE CONTRACT

The services to be performed by Omnicap under the Contract may include:

A. ARBITRAGE REBATE CONSULTING AND COMPLIANCE

Omnicap shall perform calculations relating to the arbitrage and rebate requirements contained in the Internal Revenue Code (the "Code"). The calculations are to be performed with respect to the bond issue(s) identified by the District applying applicable federal tax rules for each bond issue until final maturity. The services provided under this Contract include:

i. When applicable, Omnicap will prepare a compliance opinion documenting the requirement of a Spending Exception has been satisfied and that no further calculations are required;

ii. If a Spending Exception has not been satisfied, Omnicap will prepare individual reports determining the arbitrage rebate liabilities with respect to each bond issue based on information supplied to Omnicap by the District, including rebate payments through each computation date specified by the District and on the final maturity date with respect to the bonds covered under this Contract applying applicable regulations of the United States Department of the Treasury in effect on such computation date;

iii. If requested by the District, providing a separate rebate report on each relevant Internal Revenue Service ("IRS") reporting date, including the preparation of an IRS Form 8038-T and instructions for filing a rebate payment, if due;

iv. If a "penalty in lieu of rebate" election under Code § 148(f)(4)(C)(vii) has been made with respect to a bond issue, preparing a report as of the end of each six-month period beginning on the issue date of the bonds calculating the amount of penalty;

v. Providing a comprehensive summary of relevant information, dates and rebate compliance for the District's bonds for which services are performed under this Contract.

2. REPORT PROCEDURES

The District undertakes to provide or cause to be provided to Omnicap all such relevant data required to perform the scope of services set forth in this Contract. Typical information includes bond documents (i.e., official statement, tax certificate, verification report), bond payment details (debt service, liquidity, insurance, and swap payments) and the details of the investment and expenditure of bond proceeds including, to the extent applicable, investment account statements (i.e., trust statements).

Omnicap is not being engaged hereunder, and Omnicap is not hereby obligated, to undertake any of the following: i) independently determine whether there were prohibited payments or imputed receipts within the meaning of the Treasury Regulations; ii) perform an audit or review of the investments acquired with gross proceeds or the payment of debt service on the bonds; iii) perform calculations or other research as to the desirability of elections or selections that may be available under applicable federal tax law; iv) review the tax-exempt status of interest on the District's bonds or any other aspect of the bond program except for rebate and penalty liability to the extent set forth in this Contract; v) consider any information obtained by Omnicap pursuant to this engagement for any purpose other than determining such rebate and penalty liability; and vi)

update any report delivered hereunder because of events occurring, changes in regulations, or data or information received, subsequent to the date of delivery of such report. Omnicap shall rely entirely on information provided by the District or caused to be provided by the District and/or agents and assigns without independent verification.

3. COMPENSATION

A. For services provided by Omnicap described in Section 1.A. above pursuant to this Contract, The District shall pay Omnicap the following fees:

Report Fees (per issue)

Engagement Fee (setup fee)	~~$500~~ waived
Base Report Fee	$2,500
Extra Period Fee (extra annual periods)	$500
Transferred Proceeds Analysis (per set, as applicable)	~~$500~~ waived
Commingled Fund Analysis (per calculation, as applicable)	~~$500~~ waived
Bona Fide Debt Service Fund Test (per calculation, as applicable)	~~$500~~ waived
Preparation of Form 8038-T (rebate payment due, if applicable)	~~$500~~ waived

Reports will be prepared on each date as directed by the District. Report fees are due upon delivery of each report by Omnicap.

B. Fees for services not described in Section 1.A. above are separately negotiable. For any such services, upon mutual agreement the District may: i) negotiate a fee acceptable to both the District and Omnicap separately for each matter, or ii) compensate Omnicap for actual time spent on each matter or project at applicable standard hourly rates in effect at the time such additional tasks are performed, invoiced monthly or quarterly at the option of Omnicap.

4. LIMITATION ON LIABILITY

Omnicap shall not be liable for any error of judgment or mistake of law, or loss arising out of any act or omission in the advisory of the District's debt program except for a willful misfeasance, bad faith or negligence in the performance of its duties, or by reason of a reckless disregard of its obligation and duties thereunder.

5. EFFECTIVE DATE AND TERM

This Contract shall commence on the day and year first above written and shall remain in effect until otherwise terminated in writing.

6. INDEPENDENT CONTRACTOR

Omnicap, its employees, officers and representatives, shall not be deemed to be employees, partners, servants and/or joint ventures of the District by virtue of this Contract or any actions or services rendered under this Contract.

7. REPORTING

Omnicap shall maintain appropriate records with respect to the services provided under this Contract.

9. MODIFICATION

This Contract shall not be changed, modified, terminated or discharged in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assigns.

10. SUCCESSORS AND ASSIGNS

The provisions of this Contract shall be binding on the District and Omnicap and their respective successors and assigns, provided however, that the rights and obligations of Omnicap may not be assigned without prior written consent of The District.

11. APPLICABLE LAW

This Contract shall be construed, enforced, and administered according to the laws of the state of New York. Omnicap and the District agree that, should a disagreement arise as to the terms or enforcement of any provision of this Contract, each party will in good faith attempt to resolve said disagreement prior to filing a lawsuit.

12. WAIVER OF CONFLICTS OF INTERESTS

Omnicap may have client relationships with other parties involved in some manner with the District's bonds (e.g., underwriters, trustees, rating agencies, insurers, credit providers, lenders, advisors, consultants, financial advisors, investments advisors, investment providers, brokers/dealers, public entities, law firms, and others) whether with respect to the District's bonds or some unrelated matter(s). However, to the extent that a conflict-of-interest is created by this engagement, the District hereby waives any such conflict.

13. VALIDITY

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

IN WITNESS HEREOF, the parties hereto have caused this Contract to be executed by their authorized representatives as of the date set forth in the first paragraph of this Contract.

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 5

Dated: _____

BY: _____
Name/Title:

OMNICAP GROUP LLC

Dated: November 6, 2025

BY: _____
Shif Getacheaw, Managing Director

EXHBIT A

1. $12,435,000
   Center Joint Unified School District
   General Obligation Bonds
   Election of 2008, Series 2022C

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Lisa Coronado Initials: LC

SUBJECT: APPROVAL OF CENTER JOINT UNIFIED SCHOOL DISTRICT PAYROLL ORDER

☒ **Action Item** ☐ **Information Item** **Attached Pages** 4

Company/Consultant's Name:

Background/Services to be Rendered:
The governing board is asked to approve the attached payroll orders for October.

Date(s) of Service:

Funding Amount:

Funding Source:

RECOMMENDED BOARD ACTION:
The CJUSD Board of Trustees approved the district's Payroll Orders for October

PAYNAME: REG
PAYROLL LABOR SUMMARY BY OBJECT
DISTRICT: 081 CENTER UNIFIED SCHOOL DISTRICT FOR WARRANTS DATED 10/31/2025 FUND : 01 GENERAL FUND

OBJECT	DESCRIPTION	AMOUNT
1100	CERTIFICATED TEACHERS SALARIES	2,254,947.25
1200	CERT PUPIL SUPPORT SALARIES	186,566.69
1300	CERT SUPERV & ADMIN SALARIES	199,059.82
1900	OTHER CERTIFICATED SALARIES	107,912.79
2100	CLASS INSTRUCTIONAL SALARIES	292,115.40
2200	CLASSIFIED SUPPORT SALARIES	376,336.52
2300	CLASS SUPERV & ADMIN SALARIES	60,481.66
2400	CLERICAL, TECH, OFFICE STAFF	190,048.86
2500	CONFIDENTIAL EMPLOYEES	34,058.76
2900	OTHER CLASSIFIED SALARIES	35,468.99
3400	*** NOT ON FILE ***	403.20
3700	*** NOT ON FILE ***	408.51
3900	*** NOT ON FILE ***	2,399.12
5200	Travel & Conference	500.00
	TOTAL FUND	3,740,707.57

OBJECT	DESCRIPTION	AMOUNT
2200	CLASSIFIED SUPPORT SALARIES	78,656.80
2300	CLASS SUPERV & ADMIN SALARIES	8,626.99
2400	CLERICAL, TECH, OFFICE STAFF	8,282.40
3900	*** NOT ON FILE ***	164.80
	TOTAL FUND	95,730.99
	TOTAL DISTRICT:	3,836,438.56

SALARY EXPENDITURE:	$3,836,438.56		
01-9110		$3,585,627.67	
99-9621		$243,444.72	
99-9622		$13,010.61-	
99-9621		$347,699.28	
	$3,836,438.56	$4,163,761.06	

PAYNAME: VAR
PAYROLL LABOR SUMMARY BY OBJECT
DISTRICT: 081 CENTER UNIFIED SCHOOL DISTRICT FOR WARRANTS DATED 11/10/2025 FUND : 01 GENERAL FUND

OBJECT	DESCRIPTION	AMOUNT
1100	CERTIFICATED TEACHERS SALARIES	124,778.02
1300	CERT SUPERV & ADMIN SALARIES	638.00
2100	CLASS INSTRUCTIONAL SALARIES	5,911.69
2200	CLASSIFIED SUPPORT SALARIES	34,988.77
2400	CLERICAL, TECH, OFFICE STAFF	2,661.47
2500	CONFIDENTIAL EMPLOYEES	462.09
2900	OTHER CLASSIFIED SALARIES	5,671.50
	TOTAL FUND	175,111.54

OBJECT	DESCRIPTION	AMOUNT
2200	CLASSIFIED SUPPORT SALARIES	6,558.47
	TOTAL FUND	6,558.47
	TOTAL DISTRICT:	181,670.01

SALARY EXPENDITURE:	$181,670.01	
01-9110		$183,134.90
99-9622		$1,464.89-
99-9621		$39.00
	$181,670.01	$181,709.01

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Lisa Coronado Initials: LC

SUBJECT: Commercial Warrant Registers

☒ **Action Item** ☐ **Information Item** **Attached Pages** 10

Company/Consultant's Name:

Background/Services to be Rendered:

10/02/25 $3,374,715.31
10/09/25 $815,098.94
10/16/25 $732,010.62
10/23/25 $406,421.32
10/30/25 $764,537.76

The commercial warrant payments to vendor totals:
$6,092,783.95

Date(s) of Service:

Funding Amount:

Funding Source:

RECOMMENDED BOARD ACTION:

That the CJUSD Board of Trustees approve the Supplemental Agenda-Vendor Warrants as presented

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
261246	5-STAR STUDENTS	WEB-BASED PLATFORM	2,600.00	WILSON RILES MIDDLE SCHOOL
261339	5-STAR STUDENTS	ONLINE SUBSCRIPTION	2,050.00	MCCLELLAN HIGH SCHOOL
261253	AIR SYSTEMS SERVICE & CONST	HVAC Repair	2,776.88	MAINTENANCE
261231	ALL PRO BACKFLOW INC	MAINT/REPAIR BACKFLOW/DIST OFC	349.99	MAINTENANCE
261141	AMAZON CAPITAL SERVICES INC	flag belt	112.49	CENTER HIGH SCHOOL
261144	AMAZON CAPITAL SERVICES INC	chair and art work	338.19	CENTER HIGH SCHOOL
261146	AMAZON CAPITAL SERVICES INC	wire holder/speaker/lesson pla	141.27	CENTER HIGH SCHOOL
261147	AMAZON CAPITAL SERVICES INC	ORIGAMI ACADEMY	64.00	OAK HILL ELEMENTARY
261155	AMAZON CAPITAL SERVICES INC	office chair	75.41	CENTER HIGH SCHOOL
261161	AMAZON CAPITAL SERVICES INC	staff chair/guest chair/sound	426.49	CENTER HIGH SCHOOL
261164	AMAZON CAPITAL SERVICES INC	hightligters and post it stude	131.60	CENTER HIGH SCHOOL
261165	AMAZON CAPITAL SERVICES INC	switches/boards/lights/buttons	271.62	CENTER HIGH SCHOOL
261166	AMAZON CAPITAL SERVICES INC	scissors/cardstock/pencils/env	120.90	CENTER HIGH SCHOOL
261167	AMAZON CAPITAL SERVICES INC	boxes for art project	261.57	CENTER HIGH SCHOOL
261168	AMAZON CAPITAL SERVICES INC	booksdoor stoppers,tape/legos	320.29	CENTER HIGH SCHOOL
261178	AMAZON CAPITAL SERVICES INC	Utility cart	960.57	CENTER HIGH SCHOOL
261179	AMAZON CAPITAL SERVICES INC	rolling ladder	163.21	CENTER HIGH SCHOOL
261181	AMAZON CAPITAL SERVICES INC	CUSTODIAN SUPPLIES	92.43	REX FORTUNE ELEMENTARY
261186	AMAZON CAPITAL SERVICES INC	MUSIC SUPPLIES	2,578.68	REX FORTUNE ELEMENTARY
261192	AMAZON CAPITAL SERVICES INC	SUPPLIES	100.01	REX FORTUNE ELEMENTARY
261195	AMAZON CAPITAL SERVICES INC	chair/pens/postit/folders/enve	655.34	CENTER HIGH SCHOOL
261196	AMAZON CAPITAL SERVICES INC	ELOP AMAZON SUPPLY ORDER	541.16	FAMILY RESOURCE CENTER
261197	AMAZON CAPITAL SERVICES INC	TRAUMA INFO AMAZON SUPPLY ORDE	1,241.28	FAMILY RESOURCE CENTER
261233	AMAZON CAPITAL SERVICES INC	BUILDING THINKING CLASSROOMS	391.46	CURRICULUM & INSTRUCTION
261234	AMAZON CAPITAL SERVICES INC	TECH HDMI ADAPTERS AND BLANKS	153.50	COMPUTER SERVICES
261235	AMAZON CAPITAL SERVICES INC	RFE SPED OT SUPPLIES - KINNOIN	18.30	SPECIAL EDUCATION
261242	AMAZON CAPITAL SERVICES INC	TECH KLEIN CUTTERS BOGDAN	29.10	COMPUTER SERVICES
261249	AMAZON CAPITAL SERVICES INC	Blinds,welding equip	1,637.47	MAINTENANCE
261255	AMAZON CAPITAL SERVICES INC	MATH CLASSRM SUPPLIES	174.45	WILSON RILES MIDDLE SCHOOL
261259	AMAZON CAPITAL SERVICES INC	STAFF DOCKING STATIONS	411.17	WILSON RILES MIDDLE SCHOOL
261270	AMAZON CAPITAL SERVICES INC	SPED OFFICE SUPPLIES	329.66	SPECIAL EDUCATION
261278	AMAZON CAPITAL SERVICES INC	Office Siupplies	655.38	SPINELLI ELEMENTARY
261294	AMAZON CAPITAL SERVICES INC	OTTER STORE	249.54	OAK HILL ELEMENTARY
261300	AMAZON CAPITAL SERVICES INC	CELP SUPPLIES - KIM	274.39	SPECIAL EDUCATION
261304	AMAZON CAPITAL SERVICES INC	SUPPLIES	319.83	ARTHUR S. DUDLEY ELEMENTARY
261306	AMAZON CAPITAL SERVICES INC	CELP CLASSROOM SUPPLIES - KIM	70.66	SPECIAL EDUCATION
261307	AMAZON CAPITAL SERVICES INC	WELLNESS CENTER ITEMS	1,235.04	SPINELLI ELEMENTARY
261310	AMAZON CAPITAL SERVICES INC	SPED SUPPLIES - IPAD CASES	130.11	SPECIAL EDUCATION
261311	AMAZON CAPITAL SERVICES INC	SPED PT SUPPLY	29.08	SPECIAL EDUCATION
261323	AMAZON CAPITAL SERVICES INC	clay	3,383.34	CENTER HIGH SCHOOL
261325	AMAZON CAPITAL SERVICES INC	pressure washer/hose/vaccume/h	1,191.82	CENTER HIGH SCHOOL
261329	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	62.93	SUPERINTENDENT OFFICE
261330	AMAZON CAPITAL SERVICES INC	PHYSICAL EDUCATION CLASS SUPPL	431.97	SPINELLI ELEMENTARY
261331	AMAZON CAPITAL SERVICES INC	ART CLASSROOM SUPPLIES	1,877.71	MCCLELLAN HIGH SCHOOL
261334	AMAZON CAPITAL SERVICES INC	4-6TH STUDENT SUPPLIES SPED	308.45	NORTH COUNTRY ELEMENTARY
261335	AMAZON CAPITAL SERVICES INC	KINDERGARTEN SUPPLIES	288.87	NORTH COUNTRY ELEMENTARY
261337	AMAZON CAPITAL SERVICES INC	shelf/ladder/surge protectors	1,478.50	CENTER HIGH SCHOOL
261338	AMAZON CAPITAL SERVICES INC	usb hub	194.38	CENTER HIGH SCHOOL
261341	AMAZON CAPITAL SERVICES INC	KINDERGARTEN SUPPLIES	250.59	NORTH COUNTRY ELEMENTARY
261342	AMAZON CAPITAL SERVICES INC	KINDERGARTEN SUPPLIES	274.76	NORTH COUNTRY ELEMENTARY
261343	AMAZON CAPITAL SERVICES INC	1ST GRADE SUPPLIES	277.57	NORTH COUNTRY ELEMENTARY

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P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
261344	AMAZON CAPITAL SERVICES INC	2BD GRADE SUPPLIES	274.29	NORTH COUNTRY ELEMENTARY
261346	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	66.35	OAK HILL ELEMENTARY
261347	AMAZON CAPITAL SERVICES INC	SUPPLIES	259.63	CURRICULUM & INSTRUCTION
261364	AMAZON CAPITAL SERVICES INC	envelope/organizer/tape/staple	315.82	CENTER HIGH SCHOOL
261365	AMAZON CAPITAL SERVICES INC	OT SUPPLIES	96.06	SPECIAL EDUCATION
261366	AMAZON CAPITAL SERVICES INC	CELP SUPPLIES	80.07	SPECIAL EDUCATION
261368	AMAZON CAPITAL SERVICES INC	3RD -5TH GRADE SUPPLIES SPED	136.99	NORTH COUNTRY ELEMENTARY
261370	AMAZON CAPITAL SERVICES INC	CELP SUPPLIES	181.08	SPECIAL EDUCATION
261371	AMAZON CAPITAL SERVICES INC	CELP GAMES / TOYS	250.36	SPECIAL EDUCATION
261375	AMAZON CAPITAL SERVICES INC	C&I HEADPHONES SPLITTERS	462.89	CURRICULUM & INSTRUCTION
261380	AMAZON CAPITAL SERVICES INC	OT SUPPLIES	54.44	SPECIAL EDUCATION
261383	AMAZON CAPITAL SERVICES INC	SUPPLIES	17.09	REX FORTUNE ELEMENTARY
261384	AMAZON CAPITAL SERVICES INC	vidoe capture card	36.18	CENTER HIGH SCHOOL
261386	AMAZON CAPITAL SERVICES INC	posters/sanitizer/mail box/exp	533.89	CENTER HIGH SCHOOL
261388	AMAZON CAPITAL SERVICES INC	lights	297.17	CENTER HIGH SCHOOL
261390	AMAZON CAPITAL SERVICES INC	1ST GRADE SUPPLIES	273.92	NORTH COUNTRY ELEMENTARY
261392	AMAZON CAPITAL SERVICES INC	TK-6TH GRADE SUPPLIES	149.31	NORTH COUNTRY ELEMENTARY
261393	AMAZON CAPITAL SERVICES INC	COSTUME VAPA	38.78	NORTH COUNTRY ELEMENTARY
261396	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	321.63	SPINELLI ELEMENTARY
261397	AMAZON CAPITAL SERVICES INC	projector/keyboard/mouse pads/	1,654.87	CENTER HIGH SCHOOL
261399	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	163.67	REX FORTUNE ELEMENTARY
261401	AMAZON CAPITAL SERVICES INC	FIRSTR AID KIT/ FANNY PACK	104.03	REX FORTUNE ELEMENTARY
261403	AMAZON CAPITAL SERVICES INC	TRANSITIONAL KINDERGARTEN SUPP	302.43	NORTH COUNTRY ELEMENTARY
261404	AMAZON CAPITAL SERVICES INC	WELLNESS ROOM BOOKS	22.11	REX FORTUNE ELEMENTARY
261355	APPLE COMPUTER	CHS MACBOOK AIRS	1,945.35	COMPUTER SERVICES
261381	APPLE COMPUTER	AMIE M/JORDAN VOUCHER APPS	8,350.00	COMPUTER SERVICES
261217	AREY JONES EDUCATIONAL SOLUTIO	IVAN GROUNDS LAPTOP	1,016.72	COMPUTER SERVICES
261262	AREY JONES EDUCATIONAL SOLUTIO	JORDAN/NEW PSYCH LAPTOP	1,016.72	COMPUTER SERVICES
261354	AREY JONES EDUCATIONAL SOLUTIO	CHS DELLS PRO MICRO	5,388.89	COMPUTER SERVICES
261358	AREY JONES EDUCATIONAL SOLUTIO	CHS DELL PRO PLUS	5,083.61	COMPUTER SERVICES
261389	AREY JONES EDUCATIONAL SOLUTIO	docking stations	647.60	CENTER HIGH SCHOOL
261408	AREY JONES EDUCATIONAL SOLUTIO	R.LUKES COMPUTER, MONITOR	1,255.79	COMPUTER SERVICES
261413	AREY JONES EDUCATIONAL SOLUTIO	BAILEY/JORDAN MONITORS	489.53	COMPUTER SERVICES
261158	ARROW PLUMBING INC	Water Heater Replacement-McC	15,434.00	MAINTENANCE
261198	ARROW PLUMBING INC	New Sink and Trap-CHS Ceramics	18,644.00	MAINTENANCE
261211	ASSOCIATED VALUATION SERVICES	FIXED ASSET INVENTORY INV.#800	17,914.00	BUSINESS SERVICES
261257	AT&T CORP.	FIBER CONNECTION TO SCOE	1,765.20	COMPUTER SERVICES
261264	Almin Velasco Vargas	REIMBURSEMENT FOR AUGUST MILEA	118.37	CURRICULUM & INSTRUCTION
261402	B&H FOTO & ELECTRONICS CORP	surge proct/usb/extention cord	6,754.71	CENTER HIGH SCHOOL
261222	BAIONI RON	MILEAGE REIMBURSE JULY TO SEPT	116.20	COMPUTER SERVICES
261298	BLUUM USA INC	GOOGLE WORKSPACE RENEWAL	22,985.00	COMPUTER SERVICES
261290	BRADY ASHLEY	milage claim	77.82	CENTER HIGH SCHOOL
261372	BSN SPORTS LLC	basketball	1,323.91	CENTER HIGH SCHOOL
261336	BYTESPEED LLC	esports computes	6,190.24	CENTER HIGH SCHOOL
261320	C.A.S.H.	C.A.S.H. Membership	559.00	MAINTENANCE
261317	CADENA PARTY SUPPLIES	tables for rent	377.13	CENTER HIGH SCHOOL
261151	CALDWELL FLORES WINTERS INC	3RD PARTY DEMO REPORTS	4,500.00	BUSINESS SERVICES
261414	CALIFORNIA DEPT OF TAX AND FEE	DIESEL EXEMPT TAX FEE	337.00	PERSONNEL SERVICES
261282	CAPITAL PROGRAM MGMT INC	Facility Needs/Implementation	47,681.00	MAINTENANCE
261280	CAROLINA BIOLOGICAL SUPPLY CO.	bacteria/ antibiotic	421.94	CENTER HIGH SCHOOL
261369	CENTER UNIFIED REVOLVING FUND	REIMBURSE REVOV/S TYSON	1,949.77	CURRICULUM & INSTRUCTION

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P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
261416	CENTER UNIFIED REVOLVING FUND	REIMBURSE REVOLV/S TYSON	697.88	CURRICULUM & INSTRUCTION
261420	CENTER UNIFIED REVOLVING FUND	REIMBURS REVOL/GRANITE BB	150.00	CURRICULUM & INSTRUCTION
261224	CHARTER AMERICA	ASB LEADERSHIP/CHS VOLLEYBALL	2,502.90	PERSONNEL SERVICES
261410	CHARTER AMERICA	VARIOUS ATHLETICS EVENTS	15,595.40	PERSONNEL SERVICES
261138	CLEAR VIEW WINDOWS	WINDOW RPLCMNT CHS GIRLS GYM	495.00	MAINTENANCE
261411	CLEMENTS KRISTEN	claim for confernce	83.79	CENTER HIGH SCHOOL
261132	COASTAL ENTERPRISES	PE CLOTHING	7,787.64	WILSON RILES MIDDLE SCHOOL
261265	CONIDARIS CYNTHIA	STAFF MILEAGE REIMB. JULY-SEPT	200.62	SPECIAL EDUCATION
261277	COSCO FIRE PROTECTION INC	SPRINKLER/HYDRANT CENTER HS	23,150.68	MAINTENANCE
261379	COSCO FIRE PROTECTION INC	QTRLY SPRINKLER INSP SPINELLI	395.00	MAINTENANCE
261417	COSCO FIRE PROTECTION INC	FIRE SPRINKLERS - CENTER HS	1,010.01	MAINTENANCE
261201	CREATIVE BEHAVIOR SYSTEMS	VENDOR PAYMENT FOR TRAUMA INFO	36,000.00	FAMILY RESOURCE CENTER
261187	DEL PASO PIPE & STEEL CO.	steel tubes for theater	339.41	CENTER HIGH SCHOOL
261188	DEL PASO PIPE & STEEL CO.	steel tubes for theater	796.27	CENTER HIGH SCHOOL
261191	DISCOUNT SCHOOL SUPPLY	MUSIC SUPPLIES	41.41	REX FORTUNE ELEMENTARY
261269	DOCUMENT TRACKING SERVICES	MULTITUDES FLYER# T-958430078	180.94	CURRICULUM & INSTRUCTION
261302	DODSON DAWN	PLANBOOK REIMBURSEMENT	20.00	ARTHUR S. DUDLEY ELEMENTARY
261363	DURAZO CECILYA	Claim for college and career f	143.00	CENTER HIGH SCHOOL
261185	EDVOTEK	science lab materials	49.95	CENTER HIGH SCHOOL
261139	ELITE TROPHIES & AWARDS	RECOGNITION PLAQUE	80.81	SUPERINTENDENT OFFICE
261281	ENTERPRISE RENT A CAR	RENTAL CAR	148.03	PERSONNEL SERVICES
261142	ERIC CABRAL	contollers	86.18	CENTER HIGH SCHOOL
261405	FARREL JASON	PBIS SUPPLIES/STAFF SUPPLIES	252.51	REX FORTUNE ELEMENTARY
261152	FIRESTONE COMPLETE AUTO CARE	OIL CHANGE & TIRES VEH #73	1,255.29	MAINTENANCE
261177	FIRESTONE COMPLETE AUTO CARE	OIL CHANGE - VEH #63	163.49	MAINTENANCE
261260	FIRESTONE COMPLETE AUTO CARE	TIRES & OIL CHG VEH #85	723.34	MAINTENANCE
261376	FIRESTONE COMPLETE AUTO CARE	MAINT VEH #64 PARTS/LABOR	722.18	MAINTENANCE
261174	GEARY PACIFIC SUPPLY	HVAC FILTERS - DISTRICT MAINT	7,325.87	MAINTENANCE
261274	GOLDEN GATE SERVICES INC	NPS STUDENT PSYCH EVAL	11,000.00	SPECIAL EDUCATION
261148	GONZALEZ SARA	SFSS SEP 25 MILEAGE REIMBURSME	36.12	FAMILY RESOURCE CENTER
261229	GRAHAM EUGENE	FOOD FOR VERKADA CONFERENCE	83.40	COMPUTER SERVICES
261312	GRAINGER W.W. INC.	Lubricator	142.66	MAINTENANCE
261321	GRAINGER W.W. INC.	OFFICE SUPPLIES	201.79	BUSINESS SERVICES
261391	GRAINGER W.W. INC.	OFFICE SUPPLIES	216.91	BUSINESS SERVICES
261134	H.B. RESTORATION INC	Painting Dudley Office/A7	17,300.00	MAINTENANCE
261245	HAWKINS OFFICIATING SERVICE	OFFICIATING SERVICES	970.00	WILSON RILES MIDDLE SCHOOL
261367	HERMINIA MENDOZA	MILEAGE REIMBURSEMENT FOR PTC	11.46	CURRICULUM & INSTRUCTION
261189	HILL PAULA	claim containers	49.41	CENTER HIGH SCHOOL
261145	HOME DEPOT	wood/screws/bolts	867.38	CENTER HIGH SCHOOL
261250	HOME DEPOT	Repl of stolen equip-Grounds	5,200.82	MAINTENANCE
261205	HORTON ASHLEY	MV ELIGIBLE SEPT MILEAGE REIMB	70.92	FAMILY RESOURCE CENTER
261140	HUDL	video subcritpion	800.00	CENTER HIGH SCHOOL
261180	INDUSTRIAL MINERALS COMPANY	splash pan/slab roller	2,509.61	CENTER HIGH SCHOOL
261351	J'S COMMUNICATIONS INC	RADIO'S SERVICED	125.00	PERSONNEL SERVICES
261267	JACQUELINE HENRIKSON	REIMBURSEMENT SEPT NURSE MILEA	57.19	CURRICULUM & INSTRUCTION
261283	JOHNSON CONTROLS FIRE	KITCHEN HOOD/ANSUL INSP REX F.	375.00	MAINTENANCE
261382	JONES SCHOOL SUPPLY CO INC	CITIZENSHIP RIBBONS	199.64	NORTH COUNTRY ELEMENTARY
261208	KEITH JACKSON	SEPT MV ELIGIBLE MILEAGE REIMB	97.74	FAMILY RESOURCE CENTER
261190	LAKESHORE LEARNING MATERIA LLC	MUSIC SUPPLIES	305.65	REX FORTUNE ELEMENTARY
261303	LAKESHORE LEARNING MATERIA LLC	CELP CLASSROOM SUPPLIES - KIM	219.72	SPECIAL EDUCATION
261305	LAKESHORE LEARNING MATERIA LLC	CELP PLAYGROUND SUPPLIES	281.10	SPECIAL EDUCATION

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P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
261314	LAWSON SSP GROUP LLC	New HVAC-CHS Music Room	28,275.00	MAINTENANCE
261272	LEARNING SOLUTIONS KIDS INC	LEARNING SOLUTIONS INVOICE	279.60	SPECIAL EDUCATION
261206	LINDSEY THOMAS	SEPT MV ELIGIBLE MILEAGE REIMB	83.79	FAMILY RESOURCE CENTER
261360	LOY MATTISON ENTERPRISES	ERATE PROJECT	616.25	COMPUTER SERVICES
261362	LUCIA DE LA TORRE	claim for glue/paper/tissue	147.81	CENTER HIGH SCHOOL
261395	LUMINOUS MINDS INC	FAMILY LITERACY NIGHT	1,031.00	REX FORTUNE ELEMENTARY
261400	LUMINOUS MINDS INC	PD TRAINING	787.50	REX FORTUNE ELEMENTARY
261204	MACKENZIE BODIE	SEPT MV ELIGIBLE MILEAGE REIMB	106.80	FAMILY RESOURCE CENTER
261159	MAGEDMAN JAMES	claim for subscription	1,119.00	CENTER HIGH SCHOOL
261352	MAGEDMAN JAMES	claim for batteries for lift	682.83	CENTER HIGH SCHOOL
261406	MAGEDMAN JAMES	claim for travel	152.62	CENTER HIGH SCHOOL
261287	MAGGIE WEISS	CLASSROOM SUPPLIES	191.17	OAK HILL ELEMENTARY
261266	MARTINEZ EMILY ANNE	REIMBURSEMENT FOR SEPT MILEAGE	14.63	CURRICULUM & INSTRUCTION
261150	MAZA JESSICA	SEPT 25 EMPLOYEE MILEAGE REIMB	56.77	FAMILY RESOURCE CENTER
261153	MAZA JESSICA	SFSS ELOP EMPLOYEE MILEAGE REI	52.15	FAMILY RESOURCE CENTER
261225	MGM TRANSPORTATION INC	CHS CROSS COUNTRY/VARIOUS	3,530.00	PERSONNEL SERVICES
261169	MILLER SARA	CLASSROOM SUPPLIES	249.96	OAK HILL ELEMENTARY
261324	MOBILE MODULAR PORTABLE STORAG	storage container	192.49	CENTER HIGH SCHOOL
261209	McCLAIN, HOLLY	SEPT EMPLOYEE MILEAGE REIMBURS	43.12	FAMILY RESOURCE CENTER
261184	NAPA COUNTY OFFICE OF ED	conference	4,200.00	CENTER HIGH SCHOOL
261271	O'REILLY AUTO PARTS	MISC SUPPLIES - GROUNDS VEHS	134.43	MAINTENANCE
261309	O'REILLY AUTO PARTS	MISC SUPPLIES GROUDS VEH/EQUIP	167.13	MAINTENANCE
261407	O'REILLY AUTO PARTS	Battery-Lawnmower	123.90	MAINTENANCE
261143	OFFICE DEPOT/BUS.SERVICES DIV	bookcase	71.86	CENTER HIGH SCHOOL
261163	OFFICE DEPOT/BUS.SERVICES DIV	TK-6TH GRADE SUPPLIES RSP	193.33	NORTH COUNTRY ELEMENTARY
261261	OFFICE DEPOT/BUS.SERVICES DIV	MUSIC CLASS SUPPLIES	263.25	WILSON RILES MIDDLE SCHOOL
261385	OFFICE DEPOT/BUS.SERVICES DIV	SUPPLIES	167.07	NORTH COUNTRY ELEMENTARY
261387	OFFICE DEPOT/BUS.SERVICES DIV	wipes/pens/cloths	107.73	CENTER HIGH SCHOOL
261415	OFFICE DEPOT/BUS.SERVICES DIV	DEPARTMENT SUPPLIES	138.80	PERSONNEL SERVICES
261340	PACHECO SHAWNA	Milage claim	116.06	CENTER HIGH SCHOOL
261322	PANTOJA LAURA	MILEAGE REIMB. FREE BOOKS	139.72	SPINELLI ELEMENTARY
261268	PAULA DUNCAN	PARENT MILEAGE 25/26	3,125.00	SPECIAL EDUCATION
261162	PEAR DECK INC	curriculm subscription license	945.60	CENTER HIGH SCHOOL
261349	PISOR FENCE DIVISION INC	Fence Repair-Multiple Sites	1,280.47	MAINTENANCE
261160	PLACER COUNTY TAX COLLECTOR	MOSQUITO&VECTORCONTROL1&2ND	35.90	BUSINESS SERVICES
261183	POINT QUEST EDUCATIO EDH LLC	OPEN PO FOR 25/26 SCHOOL YEAR	50,000.00	SPECIAL EDUCATION
261247	POWERSCHOOL GROUP LLC	YEARLY SUBSCRIPTION	9,459.33	PERSONNEL SERVICES
261327	PROJECT LEAD THE WAY INC	items distroyed during summer	1,200.00	CENTER HIGH SCHOOL
261218	PURDY MICHAEL	MILEAGE REIMBURSE SEPT 2025	80.50	COMPUTER SERVICES
261289	PUTNAM RICHARD	Reim for meals at conference	49.48	MAINTENANCE
261315	R & S OVERHEAD DOORS & GATES	MAINT SVC MAIN GATE DIST OFC	5,803.94	MAINTENANCE
261263	RAMIREZ TRACY LAFAY	MILEAGE REIMBURSEMENT AUG 2025	39.20	SPECIAL EDUCATION
261276	REHADAPT NORTH AMERICA LLC	STU WHEELCHAIR ACCESSORIES	706.00	SPECIAL EDUCATION
261216	RIVERSIDE TECHNOLOGIES INC.	CHS SPECIAL ED PRINTER	646.50	COMPUTER SERVICES
261361	RIVERSIDE TECHNOLOGIES INC.	WCR TV AND CART	1,790.34	COMPUTER SERVICES
261284	ROLLER KING	FAMILYTK-6TH GRADE SKATE NIGHT	949.50	NORTH COUNTRY ELEMENTARY
261240	ROTO-ROOTER SERVICE & PLUMBING	PLUMBMING SVC - CENTER HS	402.70	MAINTENANCE
261359	ROTO-ROOTER SERVICE & PLUMBING	HYDRO JET - GIRLS RR GYM CHS	3,592.30	MAINTENANCE
261232	SACRAMENTO COUNTY	SAC COUNTY PROP TAX BILLS	2,556.00	BUSINESS SERVICES
261258	SACRAMENTO COUNTY OFFICE OF ED	SCSBA DINNER	125.00	SUPERINTENDENT OFFICE
261353	SACRAMENTO COUNTY OFFICE OF ED	invoice King math conference	200.00	CENTER HIGH SCHOOL

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P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
261133	SARAH GILLIAN TARKINGTON	SUPPLIES FOR NEW CLASS SET UP	450.51	SPINELLI ELEMENTARY
261313	SAVVAS LEARNING COMPANY LLC	GOVT & ECON BOOKS - MHS	12,208.67	CURRICULUM & INSTRUCTION
261207	SAWIN NICOLE	SEPT MV ELIGIBLE MILEAGE REIMB	101.07	FAMILY RESOURCE CENTER
261288	SCHOOL LIFE	ATTENDANCE BRAG TAGS	73.12	OAK HILL ELEMENTARY
261326	SCHOOL SPECIALTY LLC	paper/paint/pens/pencils	166.55	CENTER HIGH SCHOOL
261394	SCHOOL SPECIALTY LLC	TK-1ST GRADE SUPPLIES SPED	294.47	NORTH COUNTRY ELEMENTARY
261398	SCHOOL SPECIALTY LLC	3RD - 5TH GRADE SPED SUPPLIES	144.86	NORTH COUNTRY ELEMENTARY
261149	SCHOOLS INSURANCE AUTHORITY	WC/LIABILITY/CYBER/PROP	574,320.79	BUSINESS SERVICES
261243	SCHOOLS INSURANCE AUTHORITY	STORM WATER MONITORING PROG	3,051.47	BUSINESS SERVICES
261156	SEIVERT TRACEY	INCENTIVES TIERED HOUSE SYSTEM	148.07	NORTH COUNTRY ELEMENTARY
261172	SEIVERT TRACEY	REIM TIERED SYSTEM & ELAC MEE	80.78	NORTH COUNTRY ELEMENTARY
261199	SEIVERT TRACEY	TIERED HOUSE INCENTIVE	107.60	NORTH COUNTRY ELEMENTARY
261173	SIERRA BUILDING SYS INC	MAINT FIRE SYSTEM - OAK HILL	43.75	MAINTENANCE
261285	SIERRA BUILDING SYS INC	MAINT FIRE SYS - NORTH COUNTRY	576.22	MAINTENANCE
261377	SIERRA BUILDING SYS INC	MAINT FIRE SYS SPINELLI	648.00	MAINTENANCE
261378	SIERRA BUILDING SYS INC	MAINT FIRE SYSTEM - WCR	576.22	MAINTENANCE
261238	STEELER INC	Finance Charge	71.46	MAINTENANCE
261333	STEELER INC	MATERIALS - DIST OFC	112.92	MAINTENANCE
261301	STEINKAMP JULIE	REIMB FOR RED RIBBON WEEK	154.40	SPINELLI ELEMENTARY
261221	STEPHEN JOHNSON	MILEAGE REIMBURSE SEPT 2025	15.26	COMPUTER SERVICES
261286	STERICYCLE INC	shred it Aug/sept 2025	112.62	CENTER HIGH SCHOOL
261251	SUNBELT RENTALS INC	EQUIP RENTAL - DIST MAINT	661.87	MAINTENANCE
261176	SUTTER BUTTES COMMUNICATIONS	RADIOS	7,158.43	NORTH COUNTRY ELEMENTARY
261412	SUTTER BUTTES COMMUNICATIONS	WALKIE TALKIE BATTERIES	306.73	MCCLELLAN HIGH SCHOOL
261275	SUZANNE MCLAUGHLIN	CONFERENCE REIMBURSEMENT	51.50	SPECIAL EDUCATION
261296	SYTECH SOLUTIONS	RECORD ARCHIVING SERVICES	770.00	BUSINESS SERVICES
261254	Shutterfly Lifetouch LLC	STAFF ID CARDS	29.63	MCCLELLAN HIGH SCHOOL
261409	TAMMY DYER	WELNESS ROOM SUPPLIES	59.43	REX FORTUNE ELEMENTARY
261223	TK ELEVATOR	MAINT TO WCL THEATER CHS	333.75	MAINTENANCE
261203	TROTTER DUSTY	SEPT MV ELIGIBLE MILEAGE REIMB	124.80	FAMILY RESOURCE CENTER
261219	TURF STAR INC.	TIRES LAWN MOWER - GROUNDS	1,076.96	MAINTENANCE
261239	TURF STAR INC.	TIRES LAWN MOWER GROUNDS	1,110.16	MAINTENANCE
261212	TWIN RIVERS UNIFIED SCH DIST	POLICE SERVICES-OCTOBER25	17,208.33	BUSINESS SERVICES
261135	U.S. BANK NATIONAL ASSOCIATION	LUMINOUS MIND ELOP TOGOS ORDER	136.70	FAMILY RESOURCE CENTER
261137	U.S. BANK NATIONAL ASSOCIATION	ONLINE SUBSCRIPTION -GRAMMARLY	139.95	SUPERINTENDENT OFFICE
261154	U.S. BANK NATIONAL ASSOCIATION	ELOP COSTCO SNACK/SUPPLY ORDER	3,953.59	FAMILY RESOURCE CENTER
261157	U.S. BANK NATIONAL ASSOCIATION	COUNSEL TOGO MEETING REFRESH	275.58	FAMILY RESOURCE CENTER
261170	U.S. BANK NATIONAL ASSOCIATION	Wood cleaner,applicator,oil	745.97	MAINTENANCE
261193	U.S. BANK NATIONAL ASSOCIATION	REGISTRATION CASBO WORKSHOP	1,395.00	BUSINESS SERVICES
261194	U.S. BANK NATIONAL ASSOCIATION	QUICKEN CLASSIC SUBSCRIPTION	77.88	BUSINESS SERVICES
261210	U.S. BANK NATIONAL ASSOCIATION	AERIES REGISTRATION DRAKE OILL	279.00	BUSINESS SERVICES
261213	U.S. BANK NATIONAL ASSOCIATION	ELOP OCT BREAK LUNCHES	485.51	FAMILY RESOURCE CENTER
261214	U.S. BANK NATIONAL ASSOCIATION	TRAUMA INFO COSTCO ORDER	506.76	FAMILY RESOURCE CENTER
261215	U.S. BANK NATIONAL ASSOCIATION	IN PERSON ELOP WALMART ORDER	1,138.45	FAMILY RESOURCE CENTER
261220	U.S. BANK NATIONAL ASSOCIATION	REGISTRATION CASBO WORKSHOP	730.00	BUSINESS SERVICES
261226	U.S. BANK NATIONAL ASSOCIATION	MV STUDENT FEES	51.00	FAMILY RESOURCE CENTER
261227	U.S. BANK NATIONAL ASSOCIATION	Date Stamp	65.94	MAINTENANCE
261228	U.S. BANK NATIONAL ASSOCIATION	HOTEL AND FOOD FOR CONFERENCE	1,404.77	COMPUTER SERVICES
261236	U.S. BANK NATIONAL ASSOCIATION	LITERACY LEADERS - LUNCH	183.20	CURRICULUM & INSTRUCTION
261252	U.S. BANK NATIONAL ASSOCIATION	Meal Exp. during conference	185.06	MAINTENANCE
261291	U.S. BANK NATIONAL ASSOCIATION	BACB MEMBERSHIP FOR CONFERENCE	103.00	SPECIAL EDUCATION

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
261292	U.S. BANK NATIONAL ASSOCIATION	CALABA CONFERENCE	445.00	SPECIAL EDUCATION
261293	U.S. BANK NATIONAL ASSOCIATION	CALABA CONFERENCE	445.00	SPECIAL EDUCATION
261297	U.S. BANK NATIONAL ASSOCIATION	CLEAN TRUCK FEES	160.56	PERSONNEL SERVICES
261316	U.S. BANK NATIONAL ASSOCIATION	GRAMMARLY SUBSCRIPTION-JORDAN	144.00	SPECIAL EDUCATION
261318	U.S. BANK NATIONAL ASSOCIATION	Basketball Winch-Ken Thomas	1,536.00	MAINTENANCE
261332	U.S. BANK NATIONAL ASSOCIATION	Joblink Subscription-HVAC	12.00	MAINTENANCE
261356	U.S. BANK NATIONAL ASSOCIATION	DROPBOX LICENSE E.GRAHAM	199.00	COMPUTER SERVICES
261374	U.S. BANK NATIONAL ASSOCIATION	USB Cables	39.58	MAINTENANCE
261418	U.S. BANK NATIONAL ASSOCIATION	REGISTRATION SSCAL WEBINAR	290.00	BUSINESS SERVICES
261279	ULINE	slot organizer	1,443.85	CENTER HIGH SCHOOL
261241	VANDEN BOS ELECTRIC INC.	Wiring for new forklift FS	2,425.00	MAINTENANCE
261175	VENTITTELLI, BRANDY	CLASSROOM SUPPLIES	250.00	OAK HILL ELEMENTARY
261328	VOLLEYBALLUSA.COM SUPPLY LLC	volleyball/flags/pad set/stora	2,230.27	CENTER HIGH SCHOOL
261419	WARREN CONSULTING ENGINEERS	Surveying-SCOE Portables	17,800.00	MAINTENANCE
261200	WAXIE SANITARY SUPPLY	Backpack Vacuums	6,347.21	MAINTENANCE
261182	ZAHOUREK SYSTEMS INC	replacement part student mater	811.78	CENTER HIGH SCHOOL

TOTAL FUND 1,147,669.63

13 CAFETERIA FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
261308	AMAZON CAPITAL SERVICES INC	NUTRITION SERVICES SUPPLIES	166.92	NUTRITION SERVICES
261319	AMAZON CAPITAL SERVICES INC	KITCHEN SUPPLIES	102.47	NUTRITION SERVICES
261350	AMAZON CAPITAL SERVICES INC	COMPUTER ACCESSORY	64.64	NUTRITION SERVICES
261244	AREY JONES EDUCATIONAL SOLUTIO	DELL KITCHEN MANAGER CHS WCR	2,203.55	COMPUTER SERVICES
261171	ARROW PLUMBING INC	KITCHEN DISPOSAL REPAIR	3,843.34	NUTRITION SERVICES
261256	CHEFS TOYS	KITCHEN EQUIPMENT	4,897.42	NUTRITION SERVICES
261237	COUNTY OF SACRAMENTO	KITCHEN EQUIPMENT DISPOSAL	120.15	NUTRITION SERVICES
261295	EKON-O-PAC LLC	KITCHEN SUPPLIES	2,295.00	NUTRITION SERVICES
261345	FUTURE FORD OF SACRAMENTO	WAREHOUSE VAN	50,748.62	NUTRITION SERVICES
261373	GRAINGER W.W. INC.	WAREHOUSE EQUIPMENT	2,330.94	NUTRITION SERVICES
261202	KNUTSON KARI	MILEAGE REIMBURSEMENT	9.38	NUTRITION SERVICES
261273	SLIC CO-OP	SLIC CO-OP FEES	350.00	NUTRITION SERVICES
261248	TEKVISIONS INC	CAFETERIA POS SYSTEMS	20,941.35	NUTRITION SERVICES
261299	U.S. BANK NATIONAL ASSOCIATION	FOOD SAFETY TRAINING	149.00	NUTRITION SERVICES
261348	U.S. BANK NATIONAL ASSOCIATION	NEW COMPUTERS	1,054.34	NUTRITION SERVICES
		TOTAL FUND	89,277.12	

25 CAPITAL FACILITIES FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
261136	PLACER TITLE COMPANY	Good Faith Deposit-New School	5,000.00	MAINTENANCE
261357	STEPAN KRAVETS	IMPACT FEE OVERPAYMENT	268.84	CURRICULUM & INSTRUCTION
		TOTAL FUND	5,268.84	

35 SCHOOL FACILITIES FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
261230	LANDMARK CONSTRUCTORS INC	Construction - CHS Mod	144,145.69	MAINTENANCE
		TOTAL FUND	144,145.69	
		TOTAL DISTRICT	1,386,361.28	

FUND		AMOUNT
01	GENERAL FUND	1,147,669.63
13	CAFETERIA FUND	89,277.12
25	CAPITAL FACILITIES FUND	5,268.84
35	SCHOOL FACILITIES FUND	144,145.69
	TOTAL DISTRICT	1,386,361.28

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials: SL

SUBJECT: Schedule Annual Organizational Meeting of the Board

☒ **Action Item** ☐ **Information Item** **Attached Pages** 3

Company/Consultant's Name:

Background/Services to be Rendered:

Education Code §35143 requires that Organizational meetings, in years in which there is not a regular election for governing board members is conducted, "hall be held on any date in December, but no later than December 20." The period for the 2025 Annual Organizational Meeting is December 1-20.

It is recommended that this be scheduled during our Regular Board Meeting on Wednesday, December 17, 2025 at 6:00 pm at Center Joint Unified School District Board Room, 3243 Center Court Lane, Antelope, CA 95843 and/or virtual.

Date(s) of Service:

Funding Amount:

Funding Source:

RECOMMENDED BOARD ACTION:

The Center Joint Unified School District Board of Trustees approve the scheduling of the Annual Organizational Meeting of the Board to occur on Wednesday, December 17, 2025 at 6:00 pm at Center Joint Unified School District Board Room, 3243 Center Court Lane, Antelope, CA 95843 and/or virtual.

Sacramento County Office of Education

P.O. Box 269003
Sacramento, CA 95826-9003
(916) 228-2500 • www.scoe.net

Memorandum

TO: District Superintendents

FROM: David W. Gordon, County Superintendent

DATE: October 22, 2025

SUBJECT: ANNUAL ORGANIZATIONAL MEETING FOR GOVERNING BOARDS

Under the provisions of Education Code section 35143, your governing board is required to set an annual organizational meeting. In years in which there is not a regular election for governing board members the organizational meeting "shall be held on any date in December, but no later than December 20."

The period for your 2025 annual organizational meeting is: December 1-20

The day and time of your annual organizational meeting are to be selected by your governing board at its last regular meeting held *immediately before the period listed above*, and the County Superintendent of Schools shall be notified of the day and time selected.

Following your regular meeting at which you set your annual organizational meeting, please notify us of the date and time of your organizational meeting. Education Code section 35143 requires the County Superintendent of Schools to designate the date and time for the annual organizational meeting if your Board fails to do so. Therefore, it is important that we receive the form notifying us of the scheduled date of your annual organizational meeting no later than 5:00 p.m. on December 1, 2025. If necessary, please email wwatson@scoe.net.

Secondly, after your organizational meeting has been held, please have the enclosed **"Certificate of Election of Board President, Clerk, and Board Representative"** completed, signed, and forwarded to this office. If you have any questions, please call Wende Watson at 916.228.2410.

Enclosures

SCHEDULING OF ANNUAL ORGANIZATIONAL MEETING

TO: David W. Gordon, County Superintendent
Sacramento County Office of Education
P.O. Box 269003
Sacramento, CA 95826-9003

FROM: _____ District

The annual organizational meeting of this district has been set for:

Date: _____

Time: _____

Place: _____

This action was taken during the regular meeting ***immediately preceding*** the fifteen day period for holding the annual meeting (December 1-20, 2025).

I hereby certify that all members and members-elect will be notified in writing of the time and place of the annual organizational meeting.

Signed: _____

Title: _____

Date: _____

PLEASE NOTE: If the district does not confirm the scheduling of its annual organizational meeting, the County Superintendent of Schools shall set the date and time of the district's annual organizational meeting as required by Education Code section 35143.

Education Code Section 35143

(a) The governing board of each school district shall hold an annual organizational meeting. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the second Friday in December following the regular election. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held on any date in December, but no later than December 20. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected, in a year in which a regular election for governing board members is conducted, by the board at its regular meeting held immediately before the first day of such 15-day period, or in a year in which no such regular election for governing board members is conducted, by the board at its last regular meeting held immediately before the organizational meeting. The board shall notify the county superintendent of schools of the day and time selected. The clerk of the board shall, within 15 days before the date of the annual meeting, notify in writing all members and members-elect of the date and time selected for the meeting.

(b) If the board fails to select a day and time for the meeting, the county superintendent of schools having jurisdiction over the district shall, before the first day of such 15-day period and after the regular meeting of the board held immediately before the first day of such 15-day period, designate the day and time of the annual meeting. The day designated shall be within the 15-day period. The county superintendent of schools shall notify in writing all members and members-elect of the date and time.

(c) At the annual meeting the governing board of each high school district, union high school district, and joint union high school district shall organize by electing a president from its members and a clerk.

(d) At the annual meeting each city board of education shall organize by electing a president from its members.

(e) At the annual meeting the governing board of each other type of school district, except a community college district, shall elect one of its members clerk of the district.

(f) As an alternative to the procedures set forth in this section, a city board of education whose members are elected in accordance with a city charter for terms of office commencing in December, may hold its annual organizational meeting required in this section between December 15 and January 14, inclusive, as provided in rules and regulations that shall be adopted by such board. At the annual meeting the city board of education shall organize by electing a president and vice president from its members who shall serve in such office during the period January 15 next to the following January 14, unless removed from such office by majority vote of all members of the city board of education.

Education Code Section 5017

Each person elected at a regular biennial governing board member election shall hold office for a term of four years commencing on the second Friday in December next succeeding his or her election. Any member of the governing board of a school district or community college district whose term has expired shall continue to discharge the duties of the office until his or her successor has qualified. The term of the successor shall begin upon the expiration of the term of his or her predecessor.

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr Initials: SL

Superintendent

SUBJECT: Draft Resolution Regarding Authorizing the Issuance and Sale of its General Obligation Bond, Election of 2008, Series 2026D - Information/Discussion

☐ **Action Item** ☒ **Information Item** **Attached Pages** 40

Company/Consultant's Name:

Background/Services to be Rendered:

At the October 15, 2025, Board meeting, staff received direction to prepare a resolution authorizing the pursuit of a bond issuance to support construction of the district's next elementary school in the Sierra Vista region of our district. The attached resolution is being presented this evening as an informational and discussion item. A final resolution will be brought forward for Board consideration at the December 17, 2025 meeting. Representatives from CFW and our Bond Counsel will be in attendance to provide an overview and respond to any questions regarding the proposed bond sale prior to considering the approval of this resolution.

Date(s) of Service:

Funding Amount:

Funding Source:

RECOMMENDED BOARD ACTION:

This is an information/discussion item.

Resolution No. _____

RESOLUTION OF THE BOARD OF TRUSTEES OF CENTER JOINT UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF ITS GENERAL OBLIGATION BONDS, ELECTION OF 2008, SERIES 2026D IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $20,000,000, AND APPROVING CERTAIN OTHER MATTERS RELATING TO SAID BONDS

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RESOLUTION OF THE BOARD OF TRUSTEES OF CENTER JOINT UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF ITS GENERAL OBLIGATION BONDS, ELECTION OF 2008, SERIES 2026D IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $20,000,000, AND APPROVING CERTAIN OTHER MATTERS RELATING TO SAID BONDS

WHEREAS, a duly called election was held within the Center Joint Unified School District (the "District"), a portion of which is located within the County of Sacramento ("Sacramento County") and a portion of which is located within the County of Placer ("Placer County" and, together with Sacramento County, each a "County"), on November 4, 2008 (the "Election"), and thereafter canvassed pursuant to law; and

WHEREAS, at the Election, there was submitted to and approved by at least the requisite fifty-five percent (55%) of the qualified voters of the District voting on a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot measure submitted to the voters, in the maximum principal amount of $500,000,000, payable from the levy of an *ad valorem* property tax against the taxable property in the District (the "Authorization"); and

WHEREAS, the District has previously issued and sold $67,585,000 aggregate principal amount of its general obligation bonds under the Authorization, leaving a total of $432,415,000 in bonds unissued thereunder; and

WHEREAS, the District is authorized to issue its general obligation bonds pursuant to (i) Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State, as amended, (ii) applicable provisions of the Education Code of the State, and (iii) Article XIIIA of the California Constitution (collectively, the "Authorizing Law");

WHEREAS, this Board of Trustees of the District (the "Board") has now determined that the District has a requirement for the acquisition, construction, improvement, furnishing and equipping of certain of its public facilities, as provided for in the Authorization, and desires to issue its General Obligation Bonds, Election of 2008, Series 2026D in an aggregate principal amount not to exceed $20,000,000 (the "Bonds") to finance the Projects, as further described herein; and

WHEREAS, this Board has determined that it is desirable to sell the Bonds pursuant to a negotiated underwriting to Piper Sandler & Co., as underwriter (the "Underwriter") pursuant to a Bond Purchase Agreement (as defined herein), a form of which has been submitted to and considered at this meeting of the Board and is on file with the Clerk of the Board (the "Clerk"); and

WHEREAS, a form of the preliminary official statement (the "Preliminary Official Statement") relating to the Bonds has been submitted to and considered at this meeting of the Board and is on file with the Clerk; and

WHEREAS, a form of continuing disclosure undertaking (the "Continuing Disclosure Undertaking"), attached as an Appendix to the Preliminary Official Statement, has been submitted to and considered at this meeting of the Board; and

WHEREAS, this Board recognizes that Senate Bill No. 222 (Chapter 78, Statutes of 2015), codified as Government Code Section 53515 *et seq.* ("SB222"), which provides for a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes when collected by each County (but not on real property of the homeowners in the District) to secure repayment of general obligation bonds, was passed by the State legislature and approved by the Governor and became effective January 1, 2016; and

WHEREAS, the pledge of Pledged Moneys (as described herein) included in this Resolution to secure payment of the Bonds is intended to be a consensual agreement with the bondholders; and

WHEREAS, Senate Bill 450 (Chapter 625, Statutes of 2017) ("SB 450") requires that the Board obtain and disclose good faith estimates from a municipal advisor, underwriter or private lender, prior to the authorization of the Bonds. The following are good faith estimates of certain information provided to the District by the Municipal Advisor: (a) the true interest cost of the Bonds is estimated to be 4.9%, (b) the finance charge, or amount paid to third parties (which includes Underwriter's discount) in connection with the sale, of the Bonds is estimated to be $385,956, (c) the amount of proceeds received by the District from the sale of the Bonds is expected to be $11,614,043 and (d) the sum total of all payments the District will make to the final maturity of the Bonds is expected to be $26,985,417; and

WHEREAS, this Board desires that each County should collect a tax on all taxable property within the District sufficient to provide for payment of the Bonds, and intends by the adoption of this Resolution to notify each County Board of Supervisors and other officials of each such County that they should take such actions as shall be necessary to provide for the levy and collection of such a tax and payment of the Bonds; and

WHEREAS, all acts, conditions and other matters required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of the Bonds, is within all limits prescribed by law;

NOW THEREFORE, IT IS RESOLVED, DETERMINED AND ORDERED by the Board of Trustees of the Center Joint Unified School District as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein shall have the meanings set forth in the recitals hereto. Additionally, the following terms shall for all purposes of this Resolution have the following meanings:

"Authorized Investments" shall mean the Sacramento County Investment Pool (or any other investment pools of Sacramento County into which the District may lawfully invest its funds) or any other legal investments authorized by Sections 16429.1, 53601, and 53635 of the Government Code or any other legal investments authorized by Sections 16429.1, 53601 and 53635 of the Government Code, or any investment authorized in the Official Statement.

"Authorized Officer" and "Authorized Officers" shall mean the officers of the District, including the Superintendent and the Director of Fiscal Services of the District and their authorized delegates, or any member of the Board, or any designee thereof.

"Authorizing Law" shall mean, collectively, (i) Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code; (ii) applicable provisions of the Education Code; and (iii) Article XIIIA of the California Constitution.

"Bond Counsel" shall mean Nixon Peabody LLP or any other firm that is a nationally recognized bond counsel firm.

"Bond Register" shall mean the books referred to in Section 13 of this Resolution.

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement for the Bonds by and between the District and the Underwriter.

"Building Fund" shall mean the fund so designated in this Resolution, established at the direction of the District and administered by Sacramento County.

"Business Day" shall mean a day that is not a Saturday, Sunday or a day on which banking institutions in the State or the State of New York and the New York Stock Exchange are authorized or required to be closed.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Costs of Issuance" shall mean all of the authorized costs of issuing the Bonds, including but not limited to, all printing and document preparation expenses in connection with this Resolution, the Bonds and the Preliminary Official Statement and the Official Statement (as hereinafter defined) pertaining to the Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; premium on an Insurance Policy, if one is obtained; Underwriter's discount; rating agency fees and any related travel expenses; auditor's fees; CUSIP service bureau charges; legal fees and expenses of counsel with respect to the financing; the fees and expenses of the Paying Agent; fees and expenses of the Municipal Advisor; fees for credit enhancement relating to the Bonds, if any; and other fees and expenses incurred in connection with the issuance of the Bonds or the implementation of the financing for the Projects, to the extent such fees and expenses are approved by the District.

"County" shall mean the County of Sacramento, California, or the County of Placer, California, as applicable.

"County Board of Supervisors" shall mean the Board of Supervisors of the County of Sacramento and the Board of Supervisors of the County of Placer, as applicable, and such other persons as may be designated by either County Board of Supervisors to perform any operational, disbursement, or any other functions hereunder.

"County Office of Education" shall mean the Office of Education of Sacramento County and the Office of Education of Placer County, as applicable, and such other persons as

may be designated by either County Office of Education to perform the operational, disbursement, or any other functions hereunder.

"Date of Delivery" shall mean the date on which the Underwriter purchases the Bonds, as set forth in the Bond Purchase Agreement.

"Debt Service" shall have the meaning given to that term in Section 19(c) of this Resolution.

"Debt Service Fund" shall mean the Debt Service Fund established hereunder.

"Depository" shall mean DTC and its successors and assigns or if (a) the then-acting Depository resigns from its functions as securities depository for the Bonds, or (b) the District discontinues use of the Depository pursuant to this Resolution, any other securities depository which agrees to follow procedures required to be followed by a securities depository in connection with the Bonds.

"Director of Finance" shall mean the Director of Finance of Sacramento County and such other persons as may be designated by the Director of Finance to act on his or her behalf. The Director of Finance of Sacramento County is responsible for and performs the roles of the Sacramento County Auditor-Controller and Sacramento County Treasurer.

"Disclosure Counsel" shall mean Nixon Peabody LLP, in its capacity as disclosure counsel to the District with respect to the Bonds.

"DTC" shall mean The Depository Trust Company, Jersey City, New York, and its successors and assigns.

"Education Code" shall mean the Education Code of the State, as amended.

"EMMA" shall mean the Electronic Municipal Market Access website of the MSRB, currently located at http://emma.msrb.org.

"Excess Earnings Fund" shall mean the Excess Earnings Fund established pursuant to this Resolution.

"General Fund" shall mean the general fund of the District.

"Government Code" shall mean the Government Code of the State, as amended.

"Insurance Policy" shall mean a policy of municipal bond insurance, if any, to be issued by the Insurer to secure payment of Principal of or interest on some or all of the Bonds.

"Insurer" shall mean the issuer of the Insurance Policy, in the event that the District elects to purchase municipal bond insurance to secure payment of principal of or interest on some or all of the Bonds.

"Interest Payment Date" shall mean February 1 and August 1 in each year, commencing on [August 1, 2026], or as otherwise specified in the Bond Purchase Agreement.

"Moody's" shall mean Moody's Investors Service, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive the reports described in the Continuing Disclosure Agreement. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through EMMA.

"Municipal Advisor" shall mean CFW Advisory Services, LLC, as municipal advisor to the District.

"Nominee" shall mean the nominee of the Depository, which may be the Depository, as determined from time to time by the Depository.

"Official Statement" shall mean the final official statement of the District describing the Bonds.

"Outstanding" when used with reference to the Bonds, shall mean, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 13 hereof,

(iii) Bonds for the payment or redemption of which funds or eligible securities in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 39 of this Resolution.

"Owner" shall mean the registered owner, as indicated in the Bond Register, of any Bond.

"Participant" shall mean a member of or participant in the Depository.

"Paying Agent" shall mean The Bank of New York Mellon Trust Company, N.A. and its designated agents or his successors or assigns, acting in the capacity of paying agent, registrar, authenticating agent and transfer agent.

"Pledged Moneys" shall have the meaning given to that term in Section 16 of this Resolution.

"Preliminary Official Statement" shall have the meaning given to that term in the recitals to this Resolution.

"Principal" or "Principal Amount" shall mean, as of any date of calculation, the principal amount of any Bond.

"Projects" shall include the capital improvements further described in Section 7 of this Resolution and delineated in the ballot presented to and approved by the voters of the District at the Election.

"Project Costs" shall mean all of the expenses of and incidental to the construction, acquisition, equipping or furnishing of the Projects to be funded with the proceeds of the Bonds, including payment of Costs of Issuance.

"Project List" shall mean the list of Projects approved by the voters at the Election.

"Record Date" shall mean the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date, whether or not such day is a Business Day.

"Redemption Notice" shall have the meaning provided in Section 25 of this Resolution.

"Regulations" shall mean the regulations of the United States Department of the Treasury proposed or promulgated under Sections 103 and 141 through 150 of the Code which by their terms are effective with respect to the Bonds and similar Treasury Regulations to the extent not inconsistent with Sections 103 and 141 through 150 of the Code, including regulations promulgated under Section 103 of the Internal Revenue Code of 1954, as amended.

"Representation Letter" shall have the meaning provided in Section 10 of this Resolution.

"Resolution" shall mean this Resolution.

"S&P" shall mean S&P Global Ratings, a Standard & Poor's Financial Services LLC business, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

"Securities Depositories" shall mean The Depository Trust Company, 570 Washington Blvd., Jersey City, NJ 07310, facsimile transmission: (212) 785-9681, (212) 855-3215, and, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a certificate delivered to the Paying Agent.

"State" shall mean the State of California.

"Superintendent" shall mean the individual acting as Superintendent of the District at any time, and shall include any interim Superintendent.

"Supplemental Resolution" shall mean any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Section 34 or Section 35 hereof.

"Tax Certificate" shall mean the Tax and Nonarbitrage Certificate of the District delivered in connection with the issuance of the Bonds.

"Term Bond" shall mean any Bond which, by its terms, has a single maturity but is subject to mandatory sinking fund redemption prior to the date of such maturity.

"Underwriter" shall mean Piper Sandler & Co.

SECTION 2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and vice versa. Except where the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

SECTION 3. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Authorizing Law and the Election.

SECTION 4. Resolution to Constitute a Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract among the District and the Owners from time to time of the Bonds; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof.

SECTION 5. Authorization and Approval of Documents; Determination of Method of Sale and Terms of Bonds.

(a) The Authorized Officers, or any of them acting alone, in consultation with the Municipal Advisor and Bond Counsel and other officers of the District, are authorized and directed (i) to issue and deliver the Bonds and to establish the initial aggregate Principal Amount thereof; provided, however, that such initial aggregate Principal Amount shall not exceed the maximum aggregate principal amount of $20,000,000 of Bonds, (ii) to determine whether the Bonds, or any series, sub-series, or tranche of Bonds, shall be subject to federal income taxes or exempt from federal income taxes, and (iii) to determine whether to purchase an Insurance Policy from the Insurer, in the event that such purchase is economically beneficial and in the best interests of the District. The Board hereby determines that the net proceeds of sale of the Bonds shall be expended for the construction, completion, furnishing and equipping of the Projects included in the Project List approved by the voters at the Election.

(b) The form of the Bond Purchase Agreement is hereby approved. The Authorized Officers are, and each of them acting alone is, authorized and directed to execute and deliver the Bond Purchase Agreement for and in the name and on behalf of the District, with such additions, changes or corrections therein as the Authorized Officer executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the District including, without limitation (i) such changes as are necessary to reflect the final terms of the Bonds to the extent such terms differ from those set forth in this Resolution, including such changes as may be necessary to obtain credit enhancement, including bond insurance, such approval to be conclusively evidenced by such Authorized Officer's execution thereof and (ii) any other documents required to be executed thereunder. In addition, the Authorized Officers are, and each of them acting alone is, hereby authorized to negotiate with the Underwriter the terms, maturities, principal amounts, interest rates and series of the Bonds and the purchase price of the Bonds to be paid by the Underwriter, which purchase price shall reflect an Underwriter's discount of not more than 0.75% (not including original issue discount) of the Principal Amount thereof. The terms of the Bonds, their interest rates, redemption dates, if any, and maturities shall be established under the terms of the Bond Purchase Agreement, provided that the interest rate on the Bonds shall not exceed the legal maximum rate allowed under State law, and the maturity of the Bonds shall not exceed forty years from their date of delivery.

(c) Nixon Peabody LLP has been appointed to serve as Bond Counsel and Disclosure Counsel, CFW Advisory Services, LLC has been appointed to serve as Municipal Advisor to the District and Piper Sandler & Co., has been appointed to act as Underwriter with respect to the authorization, sale and issuance of the Bonds, pursuant to certain letter agreements on file with the Superintendent. Pursuant to Section 15146(b) of the Education Code, the Board hereby approves of the sale of the Bonds on a negotiated basis to the Underwriter. The District has determined that conditions in the municipal marketplace are sufficiently complex that the increased flexibility the Underwriter can provide in structuring and planning the sale of the Bonds dictates sale on a negotiated rather than a competitive basis, and the Bonds shall be sold by negotiated sale to the Underwriter as such a sale will allow the District to: (i) integrate and coordinate the sale of the Bonds with any other outstanding general obligation bonds, including any potential sale of refunding bonds, and other public financings undertaken, or to be undertaken, by the District; (ii) utilize the services of consultants who are familiar with the financial needs, status and plans of the District; and (iii) control the timing of the sale of the Bonds to the municipal bond market and, potentially, take advantage of interest rate opportunities for the favorable sale of the Bonds to such market and resulting in lower tax levies against the taxpayers of the District. The estimated Costs of Issuance associated with the sale of the Bonds are approximately $200,000 for the Bonds, which includes bond and disclosure counsel fees, the fees of the Municipal Advisor, costs of printing the Official Statement, rating agency fees, Paying Agent fees, and other related costs, but not including premium on an Insurance Policy, if any, or the payment of any Underwriter's discount.

(d) The form of the Preliminary Official Statement is hereby approved. This Board also hereby authorizes the use and distribution of: (i) the Preliminary Official Statement with such changes as the Authorized Officer executing the certificate described below may approve, in consultation with Disclosure Counsel, such approval to be conclusively evidenced by such Authorized Officer's execution of such certificate; and (ii) an Official Statement in substantially the form of the Preliminary Official Statement with such changes as may be

necessary or desirable in connection with the sale of the Bonds as determined by the Authorized Officer executing the Official Statement, in consultation with Disclosure Counsel, such determination to be conclusively evidenced by the execution and delivery of the Official Statement by such Authorized Officer; and (iii) any amendments or supplements to the Preliminary Official Statement or the Official Statement which an Authorized Officer may deem necessary or desirable, in consultation with Disclosure Counsel, such determination to be conclusively evidenced by the execution of such amendment or supplement or of a certificate as described below by such Authorized Officer. The Authorized Officers are, and each of them acting alone hereby is, authorized to approve such additions, deletions or changes to the Preliminary Official Statement and Official Statement, as are necessary or desirable to effect the purposes of this Resolution and to comply with applicable laws and to deliver copies of the Preliminary Official Statement and the Official Statement to the Underwriter. Upon approval of the Preliminary Official Statement by such Authorized Officer as evidenced by execution of a certificate substantially in the form of Exhibit B attached hereto and by this reference incorporated herein, with such changes as may be necessary or desirable, the Preliminary Official Statement shall be deemed final as of its date except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended.

(e) The form of the Continuing Disclosure Undertaking is hereby approved in the form appended to the Preliminary Official Statement. The Authorized Officers are, and each of them acting alone is, hereby authorized to execute and deliver the Continuing Disclosure Undertaking on behalf of the District, with such changes therein as the Authorized Officer executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the District, such approval to be conclusively evidenced by such Authorized Officer's execution thereof, and any other documents required to be executed thereunder, and to deliver the same to the Underwriter. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Undertaking shall not be considered an event of default as to the Bonds and shall not be deemed to create any monetary liability on the part of the District to any other persons, including Owners of the Bonds, or result in acceleration of the Bonds.

(f) This Governing Board also hereby authorizes the preparation of a paying agent agreement in connection with the Bonds, in such form as shall be determined by an Authorized Officer, such determination to be conclusively evidenced by the execution and delivery of the paying agent agreement by such Authorized Officer.

SECTION 6. Authorization of Officers. The Authorized Officers are, and each of them acting alone is, hereby authorized to execute any and all agreements, certifications, disclosures, and other documents and do and perform any and all acts and things, from time to time, consistent with this Resolution and necessary or appropriate to carry the same into effect and to carry out its purposes.

SECTION 7. Authority to Issue; Use of Bond Proceeds. The Bonds shall be issued in the name and on behalf of the District in an aggregate Principal Amount not to exceed $20,000,000 for the purpose of(a) financing the acquisition, construction, furnishing and

equipping of District facilities for some or all of the Projects, and the bond proposition and project list approved at the 2024 Election shall be incorporated herein by this reference as though fully set forth in this Resolution; (b) funding the Debt Service Fund to pay interest, including capitalized interest, on and the principal of the Bonds; and (c) paying the Costs of Issuance of the Bonds.

As to any Bonds that are issued with maturities longer than thirty years but less than forty years, the District hereby finds, represents, and covenants that the facilities to be constructed or acquired with the proceeds of such Bonds have a useful life of no less than thirty years, but not greater than forty years, and the useful life of which will equal or exceed the maturity date of those Bonds.

SECTION 8. Designation and Form; Payment.

(a) An issue of Bonds, in one or more series, entitled to the benefit, protection and security of this Resolution is hereby authorized. The Bonds are authorized to be issued and sold in an aggregate principal amount not to exceed $20,000,000. The Bonds shall be general obligations of the District, payable as to Principal, premium, if any, and interest from *ad valorem* property taxes to be levied upon all of the taxable property in the District (except certain property which is taxable at limited rates). The Bonds shall be designated "Center Joint Unified School District General Obligation Bonds, Election of 2008, Series 2026D" with such insertions as shall be appropriate to describe the authorization, tax status, other identifiers of the Bonds, or any other changes as determined by an Authorized Officer, as evidenced by his or her execution thereof. The Bonds will be issued as current interest bonds, and may be issued as serial bonds and/or term bonds, in one or more series, sub-series or tranches, and may be subject to redemption as set forth in the Bond Purchase Agreement, and subject to the related provisions of this Resolution.

(b) The form of the Bonds shall be substantially in conformity with the form of registered California school district bonds, the form of which is attached hereto as Exhibit A and incorporated herein by this reference, with such changes as are necessary to reflect the final terms of the Bonds, or to cure any ambiguity or error therein.

(c) Principal of and premium, if any and interest on any Bond are payable in lawful money of the United States of America. Principal and premium, if any, and interest on the Bonds, is payable upon surrender thereof at maturity or earlier redemption at the office designated by the Paying Agent in Sacramento, California.

SECTION 9. Description of the Bonds.

(a) The Bonds shall be issued in fully registered form, without coupons, in denominations of $5,000 or any integral multiple thereof, except as provided in the Bond Purchase Agreement. The Bonds shall be dated their date of delivery or such dates as shall appear on the Bond Purchase Agreement (the "Dated Date") and shall mature on the dates, in the years and in the Principal Amounts, and interest shall be computed at the rates, set forth in the Bond Purchase Agreement.

(b) Interest on each Bond shall accrue from its dated date as set forth in the Bond Purchase Agreement. Interest on the Bonds shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof shown on the Bond Register as of the close of business on the Record Date. Interest will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered after the close of business on any Record Date and before the close of business on the immediately following Interest Payment Date, or as otherwise provided in the Bond Purchase Agreement, in which event interest thereon shall be payable from such following Interest Payment Date; or (ii) it is registered prior to the close of business on the first Record Date, in which event interest shall be payable from its dated date; provided, however, that if at the time of registration of any Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest on the Bonds will be made on each Interest Payment Date by check or draft of the Paying Agent sent by first-class mail, postage prepaid, to the Owner thereof shown on the Bond Register on the Record Date, or by wire transfer to any Owner of $1,000,000 or more of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than 15 days and not less than ten days prior to the date of the proposed payment of defaulted interest.

SECTION 10. Book-Entry System.

(a) The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the series and maturities of the Bonds. Separate Bonds may be issued to represent Bonds maturing in the same years, if any. Upon initial issuance, the ownership of each such Bond certificate shall be registered in the Bond Register in the name of the Nominee as nominee of the Depository. Except as provided in subsection (c) hereof, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee and the Bonds may be transferred, in whole but not in part, only to the Depository, to a successor Depository or to another nominee of the Depository or of a successor Depository. Each Bond shall bear a legend describing restrictions on transfer, as may be prescribed by the Depository.

With respect to Bonds registered in the Bond Register in the name of the Nominee, the District shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the District shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any Participant, beneficial owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any Redemption Notice, (iii) the selection by the Depository and the Participants of the beneficial interests in the Bonds to be redeemed in part, or (iv) the payment to any Participant, beneficial owner or any other person, other than the Depository, of any amount with respect to Principal of, premium, if any, and interest on the Bonds. The District and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute Owner of such Bond for the purpose of payment

of Principal of, premium, if any, and interest on such Bond, for the purpose of giving Redemption Notices and other notices with respect to such Bond, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the Bonds.

The Paying Agent shall pay all Principal of, premium, if any, and interest on the Bonds only to the respective Owners, as shown in the Bond Register, and all such payments shall be valid hereunder with respect to payment of Principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Bond Owner, as shown in the Bond Register, shall receive a Bond evidencing the obligation to make payments of Principal of, premium, if any, and interest, pursuant to this Resolution. Upon delivery by the Depository to the Paying Agent and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions hereof with respect to Record Dates, the word "Nominee" in this Resolution shall refer to such new nominee of the Depository.

In order to qualify the Bonds for the Depository's book-entry system, the Board hereby authorizes an Authorized Officer to execute and deliver, or ratifies the prior execution and delivery, to the Depository a letter from the District representing such matters as shall be necessary to so qualify the Bonds (the "Representation Letter"). The execution and delivery of the Representation Letter shall not in any way limit the provisions of subsection (a) hereof or in any other way impose upon the District any obligation whatsoever with respect to persons having beneficial interests in the Bonds other than the Owners, as shown in the Bond Register. In addition to the execution and delivery of the Representation Letter, the District, and its Authorized Officers, are hereby authorized to take any other actions, not inconsistent with this Resolution, to qualify the Bonds for the Depository's book-entry program.

(b) If at any time the Depository notifies the District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation and a successor Depository is not appointed by the District within 90 days after the District receives notice or becomes aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the District shall cause the issuance of certificated securities representing the Bonds as provided below. In addition, the District may determine at any time that the Bonds shall no longer be lodged with a Depository and that the provisions of subsection (a) hereof shall no longer apply to the Bonds. In any such event the District shall cause the execution and delivery of certificated securities representing the Bonds as provided below. Bonds issued in exchange for book-entry securities pursuant to this subsection shall be registered in such names and delivered in such denominations as the Depository shall instruct the District. The District shall then cause delivery of such certificated securities representing the Bonds to the persons in whose names such Bonds are registered.

If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or cause to be prepared a new fully registered book-entry security for each of the maturities of the Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as

are acceptable to the District and such securities depository and not inconsistent with the terms of this Resolution.

(c) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments of principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

(d) The initial Depository under this Resolution shall be DTC. The initial Nominee shall be Cede & Co., as nominee of DTC.

(e) The District shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds, and the District shall have no responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party, including the Depository or its Nominee, for any failure of the Depository, or its Nominee, to provide notices, distribute payments on the Bonds nor take other actions concerning the beneficial owners of the Bonds, which are the responsibility of the Depository and its Nominee.

SECTION 11. Execution of the Bonds.

(a) The Bonds shall be executed in the manner required by the Authorizing Law. All signatures and countersignatures may be signed as facsimile signature, but in such event shall be manually signed by the Paying Agent as authenticating agent. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been issued by the District, such Bonds may, nevertheless, be issued, as herein provided, as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any of the Bonds may be signed on behalf of the District by such persons as at the time of the execution of such Bonds shall be duly authorized to hold or shall hold the proper offices in the District, although at the date borne by the Bonds such persons may not have been so authorized or have held such offices.

(b) The Bonds shall bear thereon a certificate of authentication executed manually by the Paying Agent. Only such Bonds as shall bear thereon such certificate of authentication duly executed by the Paying Agent shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying Agent. Such certificate of the Paying Agent upon any Bond shall be conclusive evidence that the Bond so authorized has been duly authenticated and delivered under this Resolution and that the Owner thereof is entitled to the benefit of this Resolution.

SECTION 12. Transfer and Exchange. The registration of any Bond may be transferred upon the Bond Register upon surrender of such Bond to the Paying Agent. Such Bond shall be endorsed or accompanied by delivery of the written instrument of transfer shown in Exhibit A hereto, duly executed by the Owner or such Owner's duly authorized attorney, and payment of such reasonable transfer fees as the Paying Agent may establish. Upon such

registration of transfer, a new Bond or Bonds, of like series, tenor and maturity in the same Principal Amount and interest rate and in authorized denominations, will be executed and delivered to the transferee in exchange therefor.

The Paying Agent shall deem and treat the person in whose name any Outstanding Bond shall be registered upon the Bond Register as the absolute owner of such Bond, whether the Principal of and premium, if any, or interest on such Bond shall be overdue or not, for the purpose of receiving payment of Principal of and premium, if any, and interest on such Bond and for all other purposes, and any such payments so made to any such Owner or upon such Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and the District or the Paying Agent shall not be affected by any notice to the contrary.

Bonds may be exchanged at the office of the Paying Agent for Bonds of like series, tenor, maturity, interest rate, and principal amount. All Bonds surrendered in any such exchange shall thereupon be cancelled by the Paying Agent. The Paying Agent may charge the Owner a reasonable sum for each new Bond executed and delivered upon any exchange (except in the case of the first exchange of any Bond in the form in which it is originally delivered, for which no charge shall be imposed) and the Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

SECTION 13. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, the Paying Agent, at the expense of the Owner, shall deliver a new Bond of like date, interest rate, maturity, principal amount, series and tenor as the Bond so mutilated in exchange and substitution for such mutilated Bond, upon surrender and cancellation thereof. All Bonds so surrendered shall be cancelled. If any Bond shall be destroyed, stolen or lost, evidence of such destruction, theft or loss may be submitted to the Paying Agent and if such evidence is satisfactory to the Paying Agent that such Bond has been destroyed, stolen or lost, and upon furnishing the Paying Agent with indemnity satisfactory to the Paying Agent and complying with such other reasonable regulations as the Paying Agent may prescribe and paying such expenses as the Paying Agent may incur the Paying Agent shall, at the expense of the Owner, execute and deliver a new Bond of like series, date, interest rate, maturity, Principal Amount and tenor in lieu of and in substitution for the Bond so destroyed, stolen or lost. Any new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and

entitled to equal and proportionate benefits with all other Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bonds.

SECTION 14. Bond Register. The Paying Agent shall keep or cause to be kept at its office sufficient books for the registration and transfer of the Bonds. Upon presentation for registration of transfer, the Paying Agent shall, as above provided and under such reasonable regulations as it may prescribe subject to the provisions hereof, register or register the transfer of the Bonds, or cause the same to be registered or cause the registration of the same to be transferred, on such books. While the Bonds are held in the book-entry system and the Bond Register is held by the Depository, the Paying Agent is not required to keep the Bond Register

SECTION 15. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such authorized denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary Bond shall be executed by the District and authenticated by the Paying Agent upon the same conditions and in substantially the same manner as the definitive Bonds. If the District issues temporary Bonds, it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the office of the Paying Agent or at such other location as the Paying Agent shall designate, and the Paying Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Resolution as definitive Bonds authenticated and delivered hereunder.

SECTION 16. Unclaimed Money. All money which the Paying Agent shall have received from any source and set aside for the purpose of paying or redeeming any of the Bonds shall be held in trust for the respective Owners of such Bonds, but subject to the escheat laws of the State, any money which shall be so set aside or deposited by the Paying Agent and which shall remain unclaimed by the Owners of such Bonds for a period of one year after the date on which any payment or redemption price with respect to such Bonds shall have become due and payable shall be transferred to the debt service fund of any outstanding general obligation bonds of the District, and if there are none, to the General Fund; provided, however, that the Paying Agent, before making such payment, shall cause notice to be mailed to the Owners of such Bonds, by first class mail, postage prepaid not less than 90 days prior to the date of such payment, to the effect that said money has not been claimed and that after a date named therein, any unclaimed balance of said money then remaining will be transferred to the debt service fund of any outstanding general obligation bonds of the District, and if there are none, to the General Fund. Thereafter, the Owners of such Bonds shall look only to the General Fund for payment of such Bonds, which payment shall in no event exceed the amount transferred pursuant to this Section.

SECTION 17. Application of Proceeds. Upon the sale of the Bonds, and at the further written instruction of an Authorized Officer, the Director of Finance is hereby directed to apply or deposit, or cause to be deposited, the designated net proceeds thereof, exclusive of

accrued interest, any designated Costs of Issuance, and any original issue premium, into the Building Fund, as a separate fund hereby created and established and to be designated as the "Center Joint Unified School District, General Obligation Bonds, Election of 2008, Series 2026D Building Fund" (the "Building Fund"). The Building Fund shall be administered by Sacramento County for the account of the District and shall be kept separate and apart from all other accounts held hereunder. The District shall, from time to time, disburse or cause to be disbursed amounts from the Building Fund to pay Project Costs for the Projects. Amounts in the Building Fund shall be invested so as to be available for the aforementioned disbursements, and interest earned on the investment of monies held in the Building Fund shall be retained in the Building Fund, subject to the provisions of any Tax Certificate. The District shall keep a written record of disbursements from the Building Fund, as further provided in a Tax Certificate. While the Bonds are outstanding, any amounts that remain in the Building Fund at the completion of the Projects shall be transferred to the Debt Service Fund to be used to pay the Principal or of, premium, if any, and interest on the Bonds, subject to any conditions set forth in the Tax Certificate. Should no Bonds remain outstanding, any amounts that remain in the Building Fund at the completion of the Projects shall be transferred to the General Fund, subject to any conditions set forth in the Tax Certificate, or applicable law.

SECTION 18. Payment and Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding, in an amount sufficient, together with moneys on deposit in the Debt Service Fund and available for such purpose, to pay the Principal of, premium, if any, and interest on each Bond as each becomes due, which moneys when collected will be placed in the Debt Service Fund, which fund is irrevocably pledged for the payment of the Principal of and interest on the Bonds when and as the same shall become due (the "Pledged Moneys"). When collected by each County, Pledged Moneys will be placed in the Debt Service Fund of the District. The *ad valorem* property taxes and amounts collected shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the Debt Service Fund when collected, to secure the payment of the Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. The Bonds are obligations of the District payable solely from the levy of *ad valorem* property taxes upon all property within the District subject to taxation. The tax levy may include an allowance for a reasonably required reserve in accordance with the applicable provisions of the Education Code and any Tax Certificate, established for the purposes of avoiding fluctuating tax levies and ensuring that the tax or assessment actually collected is sufficient to pay the annual debt service requirements on the Bonds due in such year or for any other legally permitted purpose. The District covenants to cause each County to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section and State law. Notwithstanding anything to the contrary in this Resolution, the Bonds shall in no event be subject to acceleration.

The District hereby pledges as security for the Bonds and the interest thereon, and shall deposit or cause to be deposited in the Debt Service Fund, the Pledged Moneys. Pledged Moneys shall be used to pay the Principal and of, premium, if any, and interest on the Bonds when and as the same shall become due and payable. The Bonds are the general obligations of

the District and do not constitute an obligation of either Sacramento County or Placer County. No part of any fund or account of either Sacramento County or Placer County is pledged or obligated to the payment of the Bonds or the interest thereon.

The pledge is an agreement between the District and the bondholders to provide security for the Bonds in addition to any statutory lien that may exist, and the Bonds and each of the other bonds secured by the pledge are or were issued to finance or refinance one or more of the projects specified in the applicable voter-approved measure.

SECTION 19. Debt Service Fund.

(a) The District shall deposit or cause to be deposited any accrued interest and any original issue premium received by the District from the sale of the Bonds, in a fund hereby created and established for the account of the District and designated as the "Center Joint Unified School District, General Obligation Bonds, Election of 2008, Series 2026D Debt Service Fund" (the "Debt Service Fund") to be administered by Sacramento County or the Paying Agent. Amounts in the Debt Service Fund may be used only for payment of Principal of and interest on the Bonds. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued, shall be transferred to the Debt Service Fund and applied to the payment of the Principal of and interest on the Bonds. The Director of Finance or the Paying Agent, as applicable, are directed to create any accounts and subaccounts in the Debt Service Fund as provided in the Tax Certificate or as otherwise directed by the District.

(b) All Pledged Moneys shall be deposited upon collection by Sacramento County or Placer County, as applicable, into the Debt Service Fund for the Bonds and used for the payment of the Principal of, premium, if any, and interest on the Bonds.

(c) On or before the Business Day immediately preceding each Interest Payment Date, the District shall transfer or cause to be transferred from the Debt Service Fund to the Paying Agent, an amount, in immediately available funds, sufficient to pay all the Principal of, premium, if any, and interest on the Bonds coming due (the "Debt Service") on such payment date. Debt Service on the Bonds shall be paid by the Paying Agent in the manner provided by law for the payment of Debt Service.

(d) Any amounts on deposit in the Debt Service Fund when there are no longer any Bonds Outstanding shall be transferred to the general fund of the District subject to any conditions set forth in the Tax Certificate.

(e) The District shall cause moneys to be transferred to the Excess Earnings Fund, to the extent needed to comply with the Tax Certificate. Any amounts on deposit in the Debt Service Fund when there are no longer any Bonds of that series Outstanding shall be transferred to the General Fund of the District subject to any conditions set forth in the Tax Certificate.

(f) Certain proceeds of the Bonds may be applied to pay Costs of Issuance as provided in this Resolution.

(g) Except as required to satisfy the requirements of Section 148(f) of the Code or to comply with the provisions of any Tax Certificate, interest earned on the investment of monies held in the Debt Service Fund, or any account therein, shall be retained in the Debt Service Fund, or such account, and used to pay Principal of, premium, if any, and interest on the Bonds when due.

SECTION 20. Establishment and Application of Excess Earnings Fund. There is hereby established in trust a special fund designated the "Center Joint Unified School District Bonds 2026 Excess Earnings Fund" (the "Excess Earnings Fund"), which shall be administered by Sacramento County or the Paying Agent, as applicable, for the account of the District and which shall be kept separate and apart from all other funds and accounts held hereunder. The District shall transfer, or cause to be transferred, moneys to the Excess Earnings Fund in accordance with the provisions of the Tax Certificate. Amounts on deposit in the Excess Earnings Fund shall only be applied to payments made to the United States or otherwise transferred to other accounts or funds established hereunder in accordance with the Tax Certificate.

SECTION 21. Payment of Costs of Issuance. Proceeds of the sale of the Bonds necessary to pay designated Costs of Issuance of the Bonds may be deposited in the fund of the District known as the "Center Joint Unified School District General Obligation Bonds, Election of 2008, Series 2026D Costs of Issuance Fund" (the "Costs of Issuance Fund"), to pay Costs of Issuance of the Bonds, and such fund or account shall be kept separate and distinct from all other District funds, and may be held and administered by the Paying Agent or a fiscal agent designated for such purpose. Any amounts remaining in the Costs of Issuance Fund after the day on which the final invoice is paid, as directed by the District, shall be transferred to the Building Fund and used for costs of the Projects. The Board hereby authorizes the payment to Sacramento County or Placer County of the out-of-pocket expenses and other costs incurred by either County in connection with such County's participation in the issuance and delivery of the Bonds.

SECTION 22. Establishment of Additional Funds and Accounts. If at any time it is deemed necessary or desirable by the District, either County Office of Education or other County office of either County, the Director of Finance, or its agents, or the Paying Agent, as applicable, may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

SECTION 23. Redemption. The Bonds shall be subject to redemption as provided in the Bond Purchase Agreement.

SECTION 24. Selection of Bonds for Redemption. Whenever provision is made in this Resolution or in the Bond Purchase Agreement for the redemption of the Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall select Bonds for redemption in the manner as which the District may direct, or, in the absence of such direction, by inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District, or in absence of such direction, by lot. Redemption by lot shall be in such manner as the Paying Agent shall

determine; provided, however, that the portion of any Bond that is to be redeemed in part shall be in the Principal Amount of $5,000 or any integral multiple thereof. In the event that a Term Bond is optionally redeemed, the Principal Amount of each remaining sinking fund payment with respect to such Term Bond will be reduced as directed by the District in the aggregate principal amount equal to the amount so redeemed.

Except as otherwise provided for in the Bond Purchase Agreement, with respect to any Bonds, or series, sub-series or tranche of Bonds, designated as taxable Bonds by an Authorized Officer, if such Bonds are registered in book-entry only form and so long as DTC or a successor securities depository is the sole registered owner of such Bonds, if less than all of such Bonds of a series and maturity are called for prior redemption, the particular Bonds or portions thereof to be redeemed shall be selected on a "Pro Rata Pass Through Distribution of Principal" basis in accordance with DTC procedures, provided that, so long as such Bonds are held in book-entry form, the selection for redemption of such Bonds shall be made in accordance with the operational arrangements of DTC then in effect that currently provide for adjustment of the principal by a factor provided by the Paying Agent pursuant to DTC operational arrangements. If the Paying Agent does not provide the necessary information and identify the redemption as on a "Pro Rata Pass Through Distribution of Principal" basis, such Bonds will be selected for redemption in accordance with DTC procedures by lot. It is the District's intent that redemption allocations made by DTC, participants in DTC or such other intermediaries that may exist between the District and the Beneficial Owners be made on a "Pro Rata Pass Through Distribution of Principal" basis as described above. In the event that such Bonds are no longer held by DTC or a successor securities depository, such Bonds shall be selected for redemption in the manner provided in the Bond Purchase Agreement.

SECTION 25. Notice of Redemption. When redemption is authorized or required pursuant to this Resolution or the Bond Purchase Agreement, the Paying Agent, upon written instruction from the District given at least 30 days prior to the date designated for such redemption (or such lesser period to which the Paying Agent agrees), shall give notice (each, a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state (i) that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with the interest accrued to the redemption date and (ii) that from and after such date interest thereon shall cease to accrue and be payable.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(a) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption

by first class mail, postage prepaid, at their addresses appearing on the Bond Register and to the MSRB via the EMMA system.

(b) If the Bonds shall no longer be held in book-entry only form, at least 20 but not more than 45 days before the redemption date, such Redemption Notice shall be given by (i) first class mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to each of the Securities Depositories and the MSRB via the EMMA system.

Any Redemption Notice given hereunder may be made conditional upon the satisfaction of certain conditions and/or the receipt of sufficient moneys to pay the redemption price of the designated Bonds and may be rescinded by the District at any time prior to the scheduled date of redemption by so notifying the Paying Agent, who shall notify the Owners of affected Bonds, the Securities Depositories, and the MSRB via the EMMA system, in the event such conditions are not met or are not expected to be met and/or such funds are not received or are not expected to be received, in the same manner in which the Redemption Notice was originally given. In the event that a Redemption Notice contains such a condition and such moneys are not so received and/or such conditions are not met, or such Redemption Notice has been rescinded as set forth in this paragraph, the redemption shall not be made and the Paying Agent shall, within a reasonable time thereafter give notice, to the persons to whom and in the manner in which the Redemption Notice was given, that such moneys were not so received and/or such condition was not met.

No failure to receive any Redemption Notice, nor any defect in any such Redemption Notice, nor failure to send such notice to the Securities Depositories, shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear the CUSIP number identifying, by series and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

SECTION 26. Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like series, tenor and maturity and interest rates and of authorized denominations equal in Principal Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

SECTION 27. Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the Debt Service Fund or deposited with a duly appointed escrow agent, in trust, for the payment of their redemption price, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, moneys for the redemption of all the Bonds to be redeemed as provided in this Resolution and the Bond Purchase Agreement, together with interest to such redemption date, shall be held by the Paying Agent, or deposited with a duly

appointed escrow agent, in trust, so as to be available therefor on such redemption date, and any conditions to such redemptions described in the Redemption Notice shall be met, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Resolution and the Contract of Purchase shall be cancelled upon surrender thereof and delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent upon written notice by the District given to the Paying Agent.

SECTION 28. Paying Agent, Appointment and Acceptance of Duties.

(a) The Board hereby appoints The Bank of New York Mellon Trust Company, N.A. to provide Paying Agent services for the Bonds under this Resolution. The fees and expenses incurred for services of the Paying Agent, including its third-party agents, shall be paid from the *ad valorem* property tax levy supporting the Bonds.

(b) The Paying Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the District in a format mutually agreeable to the Paying Agent and the District.

(c) Unless otherwise provided, the office of the Paying Agent designated by the Paying Agent shall be the place for the payment of Principal of, premium, if any, and interest on the Bonds.

SECTION 29. Liability of Paying Agent. The Paying Agent makes no representations as to the validity or sufficiency of this Resolution or of any Bonds issued hereunder or as to the security afforded by this Resolution, and the Paying Agent shall incur no liability in respect hereof or thereof.

SECTION 30. Evidence on Which Paying Agent May Act. The Paying Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent may consult with counsel, who may or may not be counsel to the District, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith and in accordance therewith.

SECTION 31. Compensation. The District shall pay or cause to be paid to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution, all of which may, pursuant to Section 15232

of the Education Code, be paid from each County's annual levy of *ad valorem* property taxes. In no event shall either Sacramento County or Placer County be required to expend its own funds hereunder.

SECTION 32. Ownership of Bonds Permitted. The Paying Agent or the Underwriter may become the Owner of any of the Bonds.

SECTION 33. Resignation or Removal of Paying Agent and Appointment of Successor.

(a) The Paying Agent initially appointed or any successor Paying Agent hereunder may resign from service as Paying Agent and in that event, the District may select a replacement third party to perform the services of Paying Agent. Without further action by the District, if at any time the Paying Agent shall resign or be removed, the District may appoint a successor Paying Agent, which shall be a bank or trust company doing business in and having a corporate trust office in California, with at least $100,000,000 in net assets. The Paying Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the District in a format mutually agreeable to the Paying Agent and the District. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District, a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(b) Any Paying Agent appointed may resign from service as Paying Agent and may be removed at any time by the District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign or be removed, a new Paying Agent shall be appointed in accordance with applicable law, which shall be either the Director of Finance or a bank or trust company doing business in and having a corporate trust office in California, with at least $100,000,000 in net assets. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District, a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(c) In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor. The District shall promptly provide notice of the name and principal corporate trust office address of the Paying Agent appointed to replace any resigned or removed Paying Agent to the Owners of the Bonds by first-class mail, postage prepaid, at their addresses appearing on the Bond Register.

(d) Any company into which the Paying Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided that such company shall meet the requirements set forth herein, shall be the successor to the Paying Agent and vested with all of the powers, discretions, immunities, privileges and all other matters as was its

predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

SECTION 34. Investment of Certain Funds. Moneys held in all funds and accounts established hereunder shall be invested and reinvested in Authorized Investments to the fullest extent practicable as shall be necessary to provide moneys when needed for payments to be made from such funds or accounts, subject to any conditions in the Tax Certificate. Nothing in this Resolution shall prevent any investment securities acquired as investments of funds held hereunder from being issued or held in book-entry form on the books of the Department of the Treasury of the United States. All investment earnings on amounts on deposit in the Building Fund, the Excess Earnings Fund and the Debt Service Fund shall remain on deposit in such funds.

The Treasurer is hereby authorized and requested to invest any or all funds held hereunder at the Treasurer's discretion pursuant to law and the investment policy of the County, both of which may be amended or supplemented from time to time, and in other investments constituting Authorized Investments, unless otherwise directed in writing by the District. In addition, to the extent permitted by law, (a) at the written request of an Authorized Officer, each of whom is hereby expressly authorized to make such request, all or any portion of the Building Fund may be invested on behalf of the District in Authorized Investments, (b) at the written request of an Authorized Officer, each of whom is expressly authorized to make such request, the Treasurer shall deposit any investment of all or any portion of the Building Fund made in accordance with the instructions of the Authorized Officer.

SECTION 35. Valuation and Sale of Investments. Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account. In computing the amount in any fund or account created under the provisions of this Resolution for any purpose provided in this Resolution, obligations purchased as an investment of moneys therein shall be valued at cost, plus, where applicable, accrued interest.

SECTION 36. Supplemental Resolutions with Consent of Owners. This Resolution, and the rights and obligations of the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a Supplemental Resolution adopted by the District with the written consent of Owners owning at least 60% in aggregate principal amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District; provided, however, that if a bond insurance policy respecting the Bonds or any portion of Bonds is in effect, and provided that the bond insurer, if any, complies with its obligations thereunder, the bond insurer shall be deemed to be the sole Owner of such Bonds for purposes of this sentence. Notwithstanding the foregoing, no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification thereof or hereof. No such Supplemental Resolution shall change or modify any of the rights or obligations of any Paying

Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required if the Owners are not directly and adversely affected by such amendment or modification.

SECTION 37. Supplemental Resolutions Effective Without Consent of Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners, shall be fully effective in accordance with its terms:

(a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) To confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by this Resolution, of any moneys, securities or funds, or to establish any additional funds, or accounts to be held under this Resolution;

(d) To cure any ambiguity, supply any omission, or cure to correct any defect or inconsistent provision in this Resolution; or

(e) To amend or supplement this Resolution in any other respect, provided such Supplemental Resolution does not, in the opinion of Bond Counsel, adversely affect the interests of the Owners.

SECTION 38. Effect of Supplemental Resolution. Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent thereof from taking any action pursuant thereto.

SECTION 39. Defeasance. If any or all Outstanding Bonds shall be paid and discharged in any one or more of the following ways:

(1) by paying or causing to be paid the Principal of, premium, if any, and interest on such Bonds, as and when the same become due and payable;

(2) by depositing with the Paying Agent, or with a duly appointed escrow agent, in trust, at or before maturity, cash which, together with the amounts transferred from or then on deposit in the Debt Service Fund (and the accounts therein other than amounts that are not available to pay Debt Service) plus the interest to accrue thereon without the need for further investment, is fully sufficient to pay such Bonds Outstanding

on their redemption date or at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

(3) by depositing in escrow with an institution which meets the requirements for serving as successor Paying Agent hereunder selected by the District, in trust, lawful moneys or noncallable direct obligations issued by the United States Treasury (including State and Local Government Series) or noncallable obligations which are unconditionally guaranteed by the United States of America, or noncallable "prerefunded" municipal obligations rated in the highest category by Moody's or S&P and, with respect to any Bonds designated hereunder as tax-exempt, permitted under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient, as fully verified by the report of an independent certified public accountant licensed to practice in the State, to pay and discharge such Bonds at maturity or earlier redemption thereof, for which notice has been given or provided for, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment;

then all obligations of the District and the Paying Agent under this Resolution with respect to such Outstanding Bonds shall cease and terminate, except only the obligation of the Paying Agent or escrow agent to pay or cause to be paid to the Owners of such Bonds all sums due thereon, and the obligation of the District to pay to the Paying Agent amounts owing to the Paying Agent under this Resolution.

SECTION 40. Reimbursement of Qualified Project Expenditures. The Board presently intends and reasonably expects to have tax-exempt obligations (the "Obligations") issued on its behalf no later than 18 months of (i) the date of the expenditure of moneys, if any, made with respect to the Projects outlined in the Project List or (ii) the date upon which the Project for which expenditures are to be reimbursed is placed in service or abandoned, whichever is later (but in no event more than 3 years after the date the original expenditure of such moneys is paid), and to allocate an amount of the proceeds thereof not to exceed $20,000,000 to reimbursable expenditures in connection with the Projects, as may be qualified under the provisions of Section 1.150-2 of the Treasury Regulations of the Internal Revenue Service (the "Reimbursable Expenditures"). All of the Reimbursable Expenditures covered by this Section were paid not earlier than 60 days prior to the date of this Resolution or constitute preliminary expenditures within the meaning of Section 1.150-2 of the Treasury Regulations. The Board intends to allocate within 30 days after the date of issue of the Obligations, the proceeds therefrom to reimburse the District for the Reimbursable Expenditures. With respect to the proceeds of the Obligations allocated to reimburse the District for prior expenditures, the Board hereby covenants not to employ an abusive device under Treasury Regulation Section 1.148-10, including using within one year of the reimbursement allocation, the funds corresponding to the proceeds of the Obligations in a manner that results in the creation of replacement proceeds, as defined in Treasury Regulation Section 1.148-1, of the Obligations or another issue of tax-exempt obligations.

The above provisions are made solely for the purpose of establishing compliance with the requirements of said Section 1.150-2 of the Treasury Regulations. This provision does not bind the District or the Board to make any expenditure, incur any indebtedness, or proceed with the financing, acquisition or construction of the Projects.

SECTION 41. Tax Covenants. In the event the Authorized Officers determine that the Bonds, or any portion, series, or sub-series of Bonds, should be issued on a tax-exempt basis, as evidenced by such Authorized Officer's execution of a Tax Certificate, in order to maintain the exclusion from gross income for federal income tax purposes of interest on such Bonds, the District hereby covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code. In furtherance of these covenants, the District agrees to comply with the covenants contained in any Tax Certificate and its post-issuance tax compliance procedures with respect to such Bonds. The District hereby agrees to deliver instructions to the Paying Agent as may be necessary in order to comply with such Tax Certificate.

SECTION 42. Levy of Taxes. The Sacramento County Board of Supervisors, the Placer County Board of Supervisors, the Director of Finance and other officials of Sacramento County and Placer County are hereby requested to take and authorize such actions as may be necessary pursuant to law to provide for the levy and collection of a property tax on all taxable property of the District sufficient to provide for payment of all principal of, redemption premium, if any, and interest on the Bonds as the same shall become due and payable as necessary for the payment of the Bonds, and the Clerk of the Board is hereby authorized and directed to deliver certified copies of this Resolution to the Clerk of each County Board of Supervisors and the Director of Finance. This Board authorizes the payment to Sacramento County and Placer County for County staff expenses in connection with such County's support of, and participation in, the issuance of the Bonds. This Board authorizes Sacramento County to act on behalf of Placer County (or vice versa) as necessary or desirable to accomplish the levy of the *ad valorem* property tax and provide for the payment of all principal of, redemption premium, if any, and interest on the Bonds as the same shall become due.

SECTION 43. Authorization of Actions. The Authorized Officers are, and each of them acting alone hereby is, authorized to execute any and all certificates, statements, disclosures, notices, contracts, or other documents which they may deem necessary or advisable in order to proceed with the sale and issuance of the Bonds and do and perform any and all acts and things, from time to time, consistent with this Resolution and necessary or appropriate to carry the same into effect and to carry out its purpose. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

The Authorized Officers and their designees are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all certificates, statements, disclosures, notices, contracts, or other documents, and do and perform any and all acts and things, which they may deem necessary or advisable in order to proceed with the sale and issuance of the Bonds or otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Any and all documents executed in connection with the issuance, sale and delivery of the Bonds may be executed with an electronic signature. For

purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means, including an electronic, facsimile or digital signature, which shall include signature via DocuSign or any electronic signature method compliant with the Electronic Signatures in Global and National Commerce Act and Government Code Section 16.5; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message, or transmitted using a secure e-mail; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved. If bond insurance or other credit enhancement with respect to such Bonds is obtained, the Authorized Officers are hereby authorized to make such changes to the documents approved by this Resolution as such officers and agents may approve as being in the best interests of the District, such action to be conclusively evidenced by the execution and delivery thereof.

SECTION 44. Request for Necessary County Actions. The Sacramento County Board of Supervisors, the Placer County Board of Supervisors, the Director of Finance and other officials of each such County, are hereby requested to take and authorize such actions as may be necessary pursuant to law to provide for the levy and collection of a property tax on all taxable property of the District sufficient to provide for payment of all principal of, redemption premium, if any, and interest on the Bonds as the same shall become due and payable as necessary for the payment of the Bonds, and the Clerk of the Board is hereby authorized and directed to deliver certified copies of this Resolution to the Clerk of the Sacramento County Board of Supervisors, the Placer County Board of Supervisors, and the Director of Finance, together with the final debt service schedule for the Bonds. The Board hereby agrees to reimburse Sacramento County or Placer County for any costs associated with the levy and collection of said tax, upon such documentation of said costs as the District shall reasonably request.

SECTION 45. Conflicts. If there is any inconsistency or conflict between any provision of this Resolution and any provision of the Bond Purchase Agreement, the Bond Purchase Agreement prevails to the extent of the inconsistency or conflict. If there is any inconsistency or conflict between any provision of this Resolution and any provision of the Tax Certificate, the Tax Certificate prevails to the extent of the inconsistency or conflict.

SECTION 46. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 17th day of December 2025, by the Board of Trustees of the Center Joint Unified School District of the County of Sacramento, State of California, at a regularly scheduled meeting, at a location freely accessible to the public, and at which a quorum was present and acting throughout, by the following roll-call vote:

AYES: MEMBERS: _____

NOES: MEMBERS: _____

ABSTAIN: MEMBERS: _____

ABSENT: MEMBERS: _____

This is to certify that this is a true and correct copy of the resolution as adopted and approved at a regular meeting of the Board of Trustees of the Center Joint Unified School District.

_____
President, Board of Trustees,
Center Joint Unified School District

Attest:

_____
Clerk, Board of Trustees,
Center Joint Unified School District

EXHIBIT A

FORM OF BONDS

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA STATE OF CALIFORNIA

CENTER JOINT UNIFIED SCHOOL DISTRICT
(COUNTY OF SACRAMENTO)
GENERAL OBLIGATION BONDS
ELECTION OF 2008, SERIES 2026D

$_____ No. _____

Interest Rate:	Maturity Date:	Dated Date:	CUSIP:
___%	August 1, 20__		

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Center Joint Unified School District (the "District") of the County of Sacramento, State of California, for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner set forth above, or its registered assigns, the Principal Amount set forth above, on the Maturity Date set forth above, together with interest thereon from the Dated Date set forth above until the Principal Amount hereof shall have been paid or provided for, in accordance with the Resolution hereinafter referred to, at the interest rate set forth above. Interest on this Bond is payable on August 1, 2026, and semiannually thereafter on the first day of February and August (each, an "Interest Payment Date") in each year to the registered owner hereof from the Interest Payment Date next preceding the date on which this Bond is registered, unless it is registered after the close of business on the fifteenth calendar day of the month preceding any Interest Payment Date (a "Record Date") and before the close of business on the immediately following Interest Payment Date, in which event it shall bear interest from such following Interest Payment Date, or unless this Bond is registered prior to the close of business on the first Record Date, in which event it shall bear interest from its Dated

Date; provided, however, that if at the time of registration of this Bond interest hereon is in default, interest hereon shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Interest on this Bond shall be computed using a year of 360 days, comprised of twelve 30-day months. The Principal Amount hereof is payable at the office of The Bank of New York Mellon, N.A., as initial paying agent (the "Paying Agent"), or at the office of a successor Paying Agent appointed pursuant to the Resolution (as hereinafter defined) The interest hereon is payable by check or draft mailed by first class mail to each registered owner, at such owner's address as it appears on the registration books kept by the Paying Agent as of the Record Date, or by wire transfer to any registered owner of $1,000,000 aggregate principal amount of such Bonds, to the account specified by such registered owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than fifteen days and not less than ten days prior to the date of the proposed payment of defaulted interest.

The Bonds of this issue are comprised of $_____ principal amount of Bonds of which this Bond is a part. This Bond is issued by the District under and in accordance with the provisions of (i) Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code, (ii) applicable provisions of the Education Code of the State of California, and (iii) Article XIIIA of the California Constitution (collectively, the "Act") and pursuant to a resolution adopted by the Board of Trustees of the District on December 17, 2025 (the "Resolution"). Reference is hereby made to the Resolution, a copy of which is on file at the office of the District, for a description of the terms on which the Bonds are delivered, and the rights thereunder of the registered owners of the Bonds and the rights and duties of the Paying Agent and the District, to all of the provisions of which the registered owner of this Bond, by acceptance hereof, assents and agrees. All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Resolution. The Bonds were authorized by a vote of more than fifty-five percent (55%) of the qualified electors of the District voting on the proposition at an election held therein to determine whether such Bonds should be issued.

Reference is made to the Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, Sacramento County, the Paying Agent and the Owners, and the terms and conditions upon which the Bonds are issued and secured. The Owner of this Bond assents, by acceptance hereof, to all of the provisions of the Resolution.

This Bond is a general obligation of the District, payable as to both Principal and interest from *ad valorem* taxes, which, under the laws now in force, may be levied without limitation as to rate or amount upon all of the taxable property in the District. Neither the payment of the Principal of this Bond, or any part thereof, nor any interest or premium hereon constitute a debt, liability or obligation of the County of Sacramento or the County of Placer.

This Bond is issued in fully registered form and is nonnegotiable. Registration of this Bond is transferable by the Registered Owner hereof, in person or by his attorney duly

authorized in writing, at the aforesaid offices of the Paying Agent, but only in the manner, subject to the limitations, and upon payment of the charges, provided in the Resolution and upon surrender and cancellation of this Bond. Upon such registration of transfer, a new Bond or Bonds, of like tenor and maturity in the same Transfer Amount and in authorized denominations will be issued to the transferee in exchange herefor. The District and the Paying Agent may treat the Registered Owner hereof as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__, are not subject to redemption prior to their stated maturity dates. The Bonds maturing on and after August 1, 20__, may be redeemed before maturity, at the option of the District, from any source of available funds, in whole or in part on any date on or after August 1, 20__, at par, together with interest accrued thereon to the date of redemption. For the purposes of such selection, the Bonds will be deemed to consist of $5,000 portions by principal amount, and any such portion may be separately redeemed.

The Bonds maturing on August 1, 20__, are subject to mandatory sinking fund redemption, in part by lot, on August 1 in each of the years and in the principal amounts set forth in the following schedule, at a redemption price of par, plus accrued interest to the date fixed for redemption:

Mandatory Sinking Fund Payment Date (August 1)	Mandatory Sinking Fund Payment $

Whenever provision is made in this Resolution or in the Bond Purchase Agreement for the redemption of the Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall select Bonds for redemption in the manner as which the District may direct, or, in the absence of such direction, by lot. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District, or in absence of such direction, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond that is to be redeemed in part shall be in the Principal Amount of $5,000 or any integral multiple thereof. In the event that a Term Bond is optionally redeemed, the Principal Amount of each remaining sinking fund payment with respect to such Term Bond will be reduced as directed by the District in the aggregate principal amount equal to the amount so redeemed.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the

applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

The rights and obligations of the District and of the owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of owners of at least 60% in aggregate principal amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District; provided, however, that no such modification or amendment shall, without the express consent of the registered owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which the Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification hereof.

A supplemental resolution of the District may be adopted, which, without the requirement of consent of the registered owners, shall be fully effective in accordance with its terms: (1) to add to the covenants and agreements of the District in the Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (2) to add to the limitations and restrictions in the Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (3) to confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by the Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under the Resolution; (4) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Resolution; or (5) to amend or supplement the Resolution in any other respect, provided such supplemental resolution does not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the owners.

No such supplemental resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required if the Registered Owners are not directly and adversely affected by such amendment or modification.

If this Bond is called for redemption and the Principal Amount of this Bond plus premium, if any, and accrued interest due with respect hereto are duly provided therefor as specified in the Resolution, then interest shall cease to accrue with respect hereto from and after the date fixed for redemption.

This Bond shall not become valid or obligatory for any purpose until the Certificate of Authentication hereon endorsed shall have been dated and executed manually by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED, that an election was duly and legally called, held and conducted, and the notices thereof duly given, and the results thereof canvassed and declared in accordance with the provisions of the Authorizing Law and that all of the proceedings of the Board of Trustees of the District in the matter of the issuance of this Bond were regular and in strict accordance with the provisions of the Authorizing Law and

of the Constitution of the State of California that the total bonded indebtedness of the District, including the issue of which this Bond is a part, does not exceed any limit prescribed by said Act, and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay Principal and interest when due. All acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds.

IN WITNESS WHEREOF, the Center Joint Unified School District has caused this Bond to be executed in their official capacities by the manual or facsimile signature of the President of the Board of Trustees and countersigned by the manual or facsimile signature of the Clerk of the Board of Trustees.

CENTER JOINT UNIFIED SCHOOL DISTRICT

By: [Form Document]
President of the Board of Trustees

Attest:

By: [Form Document]
Clerk of the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution of the Board of Trustees of the Center Joint Unified School District which has been authenticated and registered on _____, 2026.

THE BANK OF NEW YORK MELLON, N.A.
as Paying Agent

By: [Form Document]
Authorized Officer

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Name of Transferee: _____
Address for Payment of Interest: _____
_____
Social Security Number or other Tax Identification No.:
_____

the within-mentioned Bond and hereby irrevocably constitutes and appoints attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

_____
Registered Owner

Dated:

NOTICE: The signature on this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed _____

[Bank, Trust Company or Firm]

By_____
Authorized Officer

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

EXHIBIT B

FORM OF 15C2-12 CERTIFICATE

Piper Sandler & Co.,
as Underwriter

Ladies and Gentlemen:

With respect to the proposed sale of its General Obligation Bonds, Election of 2008, Series 2026D, in an aggregate principal amount not to exceed $20,000,000, Center Joint Unified School District (the "**District**") has delivered to you a Preliminary Official Statement, dated as of the date hereof (the "**Preliminary Official Statement**"). The District, for purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission ("**Rule 15c2-12**"), deems the Preliminary Official Statement to be final as of its date, except for the omission of no more than the information permitted under Rule 15c2-12.

CENTER JOINT UNIFIED SCHOOL DISTRICT

Dated: _____, 2026

By: [FORM ONLY]
Authorized Officer

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials: SL

SUBJECT: Reorganization of District Office Staff

☒ **Action Item** ☐ **Information Item** **Attached Pages** 28

Company/Consultant's Name:

Background/Services to be Rendered:

Over the past several years, the District's executive leadership team has been discussing and conducting an internal review of the District's organizational structure to identify opportunities for increasing efficiency, reducing administrative costs, and ensuring structural alignment across departments. The goal of this review has been to strengthen coordination, streamline reporting relationships, and ensure that leadership responsibilities are clearly defined and balanced across all operational and instructional areas.

Date(s) of Service:

Funding Amount:

Funding Source:

RECOMMENDED BOARD ACTION:

It is recommended that the Board of Trustees approve the proposed reorganization of District Office staff as presented.

District Reorganization

Subject: Approval of Reorganization of District Office Staff

Background:
Over the past several years, the District's executive leadership team has been discussing and conducting an internal review of the District's organizational structure to identify opportunities for increasing efficiency, reducing administrative costs, and ensuring structural alignment across departments. The goal of this review has been to strengthen coordination, streamline reporting relationships, and ensure that leadership responsibilities are clearly defined and balanced across all operational and instructional areas.

Discussion:
Following the executive team's review and in coordination with other recent adjustments, the staff recommends approval of the proposed reorganization of the District Office structure. The proposed changes are intended to:

- Improve internal alignment and accountability across departments.
- Enhance operational and instructional support to school sites.
- Increase overall efficiency and responsiveness to district needs.
- Reduce the number of administrative positions that are impacting a school district's administrator-to-teacher ratio.

The proposed reorganization includes adjustments to reporting relationships, updated job descriptions for impacted positions, and corresponding updates to the District's salary schedule to reflect approved changes in scope of responsibility.

Fiscal Impact:
The proposed reorganization is expected to result in savings to the District's General Fund. At the minimum, the district is projecting a savings greater than fifty thousand dollars in savings.

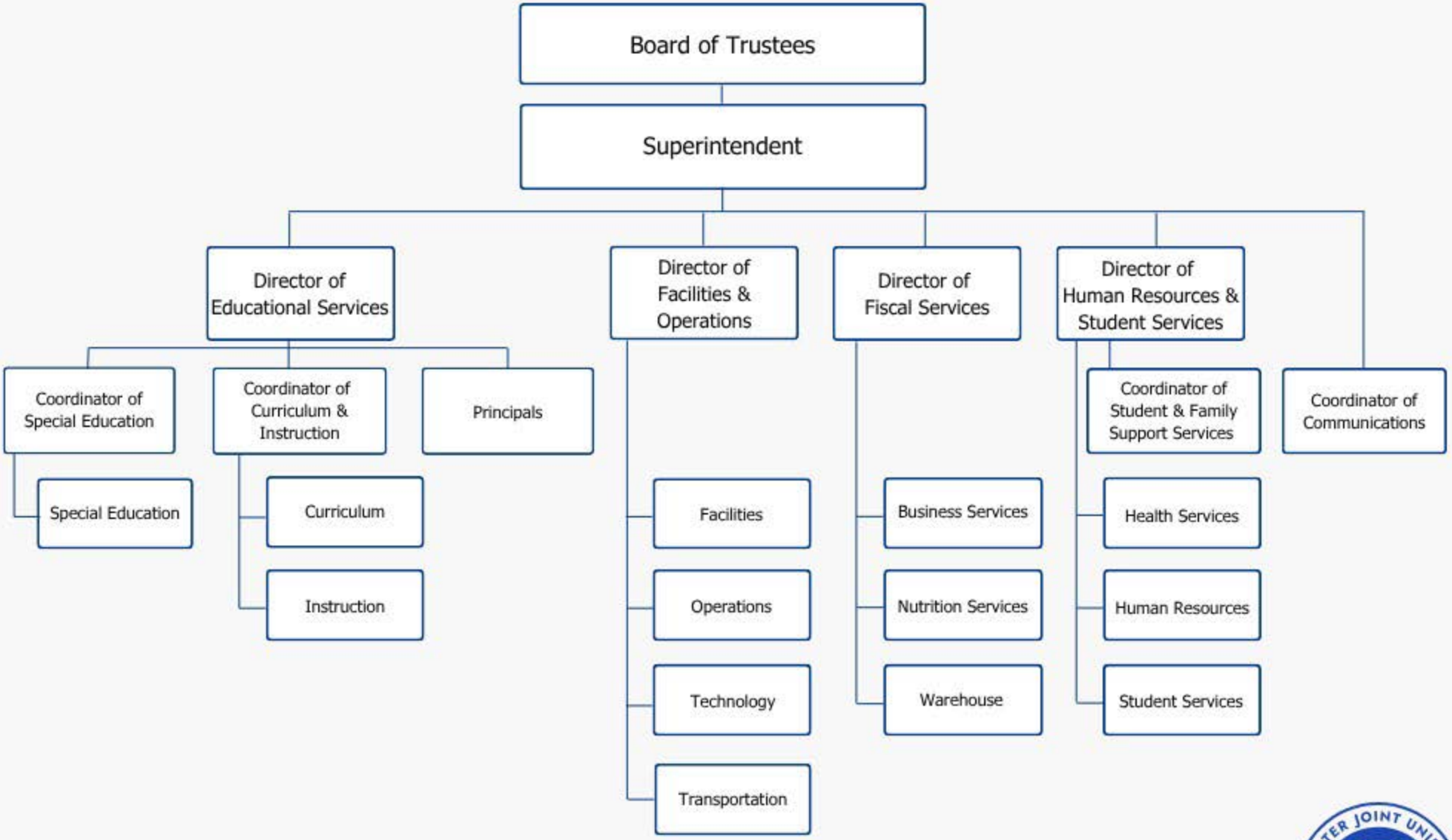
Attachments:

- Proposed District Office Organizational Structure
- Updated Job Descriptions (Impacted Positions)
- Updated Salary Schedule

Recommended Action:
It is recommended that the Board of Trustees approve the proposed reorganization of District Office staff as presented.

Center Joint Unified School District

Organizational Chart
Board Approved:



CENTER JOINT UNIFIED SCHOOL DISTRICT

TITLE: Director of Educational Services
SUPERVISOR: Superintendent
CLASSIFICATION: Executive Management
BOARD APPROVED:

DESCRIPTION OF BASIC RESPONSIBILITIES:

To plan, organize, and direct the District's instructional, curriculum, and special education activities. To review, monitor, and guide the development and implementation of state and federal programs, English Learner services, Medi-Cal billing, and staff development. To ensure that all educational programs and services operate in compliance with state and federal laws and that students receive equitable access to a high-quality education.

ESSENTIAL FUNCTIONS:

Curriculum and Instruction Services

1. Evaluate existing curriculum and recommend initiation or modification of instructional programs.
2. Develop and implement long-range plans for curriculum enhancement.
3. Provide leadership and coordination for curriculum design, instructional materials adoption, and implementation of state standards.
4. Oversee instructional programs to ensure alignment with assessment, textbook adoptions, and district goals.
5. Support site administrators and teachers in analyzing student achievement data and developing strategies to improve academic outcomes.
6. Oversee required testing programs and the analysis and reporting of student assessment data.
7. Serve as a resource to school sites in the development and implementation of instructional programs and interventions.
8. Oversee the development of the District Local Control and Accountability Plan (LCAP).
9. Maintain communication with federal, state, and county agencies to remain informed of legislative changes.
10. Prepare reports, presentations, and recommendations for district administration, the Board of Trustees, and community stakeholders.
11. Oversee the development and implementation of site plans, ensuring alignment with District priorities and compliance with state and federal requirements.

Special Education

1. Provide leadership in organizing, planning, and implementing special education programs and services across all district programs.
2. Ensure district compliance with the Individuals with Disabilities Education Act (IDEA), Section 504, and the California Education Code.
3. Support district staff IEP compliance, due process procedures, and accurate documentation within the IEP management system.
4. Oversee and support district special education programs and related service providers.
5. Collaborate with Human Resources on staffing, recruitment, and evaluations of special education personnel.
6. Oversee the development and oversight of the special education budget.
7. Facilitate communication and problem-solving among families, site staff, and district departments to ensure appropriate student support.
8. Maintain current knowledge of laws, regulations, and best practices related to special education.
9. Collect, analyze, and interpret data to evaluate program effectiveness and support continuous improvement.

State, Federal, and Local Programs

1. Develop, implement, and oversee state, federal, and locally funded programs and grants, such as Title programs, Special Education, CTE, and Dual Enrollment.
2. Coordinate completion of state, federal, and local program audits.
3. Collaborate with Fiscal Services to prepare and monitor budgets and ensure that expenditures align with program purposes.
4. Support schools in developing and reviewing site plans, ensuring alignment with District priorities and compliance with state and federal requirements.
5. Serve as a resource to site councils and advisory committees.
6. Attend state and county-level meetings to obtain and disseminate current information.
7. Ensure district compliance with all federal and state reporting and documentation requirements.

Medi-Cal (MAA) and California Youth Behavioral Health Initiative (CYBHI) Programs

1. Oversee the District's MAA, CYBHI, and Local Educational Agency (LEA) programs.
2. Coordinate with billing vendors and district staff to ensure timely and accurate submission of claims.
3. Ensure all required staff training, documentation, and reports are completed in compliance with state and federal guidelines.
4. Maintain communication with related collaboratives.

Professional Development and Support

1. Plan, organize, and coordinate district-wide professional development for district staff.
2. Conduct annual needs assessments and align training with district goals and student achievement data.
3. Oversee teacher Induction and mentoring programs.
4. Implement long-range and comprehensive professional learning plans that support curriculum implementation, special education compliance, and instructional best practices.

Public Relations and Community Engagement

1. Communicate effectively with staff, parents, and community members regarding district programs and student achievement.
2. Prepare and present reports to the Superintendent, Cabinet, and Board of Trustees.
3. Represent the District at local, county, and state meetings related to instructional and special education programs.
4. Support community and family engagement activities related to student learning and success.

Evaluation and Supervision

1. Supervise and evaluate site principals.
2. Supervise other staff as assigned.
3. Perform other related duties as assigned.

EMPLOYMENT STANDARDS:

Knowledge of:

- Curriculum, instruction, and assessment practices aligned with California State Standards.
- Federal and state regulations related to Special Education, EL programs, and categorical funding.
- Principles of supervision, management, and staff evaluation.
- Budget development, monitoring, and categorical program compliance.
- Effective communication and collaboration techniques.
- District operations, policies, and objectives.

Ability to:

- Plan, organize, control, and direct instructional and special education programs.
- Interpret and apply laws, regulations, and policies.
- Provide leadership, guidance, and support to district and site administrators.
- Analyze and use data to inform instructional improvement.
- Develop and manage budgets in compliance with state and federal guidelines.
- Communicate effectively, both orally and in writing.

- Establish and maintain cooperative working relationships with staff, parents, and community agencies.
- Supervise and evaluate staff performance.

EDUCATION, EXPERIENCE, AND REQUIREMENTS:

- Valid California Teaching Credential.
- Valid California Administrative Services Credential or Certificate of Eligibility.
- Possession of a Master's degree from an accredited college or university in education, public administration, or a related field preferred.
- At least five (5) years of teaching experience.
- At least three (3) years of increasingly responsible educational management experience, including experience in Special Education and/or Curriculum and Instruction.
- Valid California driver's license.
- TB test clearance.
- Criminal Justice fingerprint clearance.

PHYSICAL CHARACTERISTICS:

- Sufficient vision to monitor a variety of activities and read various documents.
- Sufficient hearing for normal telephone conversations.
- Sufficient dexterity to write, operate a telephone, and business machines.
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone, and in addressing groups.
- Sitting or standing for extended periods of time.
- Physical, mental and emotional stamina to endure long hours under sometimes stressful conditions.

CENTER JOINT UNIFIED SCHOOL DISTRICT

TITLE: Director of Facilities and Operations
SUPERVISOR: Superintendent
CLASSIFICATION: Executive Management
BOARD APPROVED:

DESCRIPTION OF BASIC RESPONSIBILITIES:

Under the direction of the Superintendent or Designee, the Director of Facilities and Operations provides leadership and oversight of all district operational areas, including facilities, maintenance, grounds, custodial, transportation, and technology infrastructure support. The Director ensures that district facilities and systems are safe, clean, functional, and aligned with district goals. The position manages construction and modernization projects, ensures compliance with applicable laws and regulations, and supports efficient district operations through strategic planning, supervision, and collaboration.

ESSENTIAL FUNCTIONS:

1. Provide leadership, direction, and supervision for district operations, including but not limited to Facilities, Maintenance, Grounds, Custodial, Transportation, and Technology departments.
2. Plan, coordinate, and manage facility construction, renovation, and modernization projects in alignment with the District's Facilities Master Plan, including oversight of building maintenance and capital improvements.
3. Develop and maintain long-range facilities plans, including site utilization, modernization, and future growth needs, while supporting the work of the Facilities Committee and maintaining compliance with local and state facilities standards.
4. Collaborate with administrators and department supervisors to align operational priorities with instructional goals, enrollment needs, and district initiatives.
5. Serve as liaison with architects, engineers, contractors, inspectors, local agencies, and law enforcement partners such as the Twin Rivers Police Department (TRPD) to ensure coordination and safety during projects and daily operations.
6. Oversee contract development, bidding, and purchasing processes for facilities and operations in compliance with the Public Contract Code and District policy.
7. Monitor budgets, expenditures, and timelines for assigned departments and capital projects to ensure fiscal accountability and efficient resource use.
8. Provide oversight to maintain safe, clean, and welcoming learning environments.

9. Conduct regular inspections of district facilities, grounds, and systems to assess maintenance standards, safety, and operational efficiency, including coordination of Facility Inspection Tool (FIT) reports and Williams Visits for facilities compliance.
10. Ensure compliance with all building, safety, accessibility, and environmental regulations, including CAL/OSHA, ADA, and local and state codes.
11. Provide leadership in environmental health, workplace safety, and emergency preparedness related to facilities and operations.
12. Coordinate risk management and emergency response procedures for district facilities and operational departments.
13. Develop and recommend policies, procedures, and plans that improve operational efficiency, safety, and facility longevity.
14. Promote energy management and sustainability practices throughout district operations.
15. Participate in Cabinet and Board meetings as requested and prepare reports, recommendations, and updates related to facilities and operations.
16. Perform other related duties as assigned.

EMPLOYMENT STANDARDS:

Knowledge of:

- Principles and practices of facility, maintenance, operations, transportation, and technology infrastructure management.
- Construction methods, materials, project scheduling, and cost control.
- Transportation operations, fleet oversight, and state and federal safety standards.
- Risk management, environmental health, and emergency preparedness.
- Applicable laws, codes, and standards such as Public Contract Code, Education Code, CAL/OSHA, and ADA.
- Budget development and fiscal management.
- Principles of supervision, evaluation, and employee development.
  Contract administration and project management best practices.

Ability to:

- Plan, organize, and direct district-wide facilities and operational functions.
- Interpret and apply federal, state, and local regulations related to construction, maintenance, and transportation.
- Develop and manage budgets effectively.
- Communicate clearly and effectively both orally and in writing.
- Establish and maintain cooperative working relationships with district staff, public agencies, contractors, and the community.
- Analyze complex issues and implement practical, effective solutions.
- Lead and motivate employees while fostering a positive, accountable work culture.
- Respond effectively to emergencies and time-sensitive operational issues.

- Exercise sound judgment and maintain professionalism in all situations.

EDUCATION, EXPERIENCE AND REQUIREMENTS:

- Bachelor's degree in facilities management, business administration, engineering, or a related field required.
- Master's degree preferred.
- Minimum of five to ten years of increasingly responsible experience in facilities or operations management.
- Supervisory or administrative experience in a school district or public agency setting preferred.
- Valid California driver's license.
- TB test clearance, and fingerprint clearance required.

PHYSICAL CHARACTERISTICS:

- Sufficient vision to monitor a variety of activities and read various documents.
- Sufficient hearing for normal telephone conversations.
- Sufficient dexterity to write, operate telephone and business machines.
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone and in addressing groups.
- Sitting or standing for extended periods of time.
- Physical, mental and emotional stamina to endure long hours under sometimes stressful conditions.

CENTER JOINT UNIFIED SCHOOL DISTRICT

TITLE: Director of Fiscal Services
SUPERVISOR: Superintendent
CLASSIFICATION: Executive Management
BOARD APPROVED:

DESCRIPTION OF BASIC RESPONSIBILITIES:

Under the direction of the Superintendent or Designee, the Director of Fiscal Services plans, organizes, and directs all fiscal and business operations of the District. The Director ensures the integrity of all financial systems, compliance with state and federal regulations, and transparent reporting to the Board of Trustees and the community. The position oversees budget development, accounting, payroll, benefits, purchasing, nutrition services, warehouse, and associated fiscal functions that support the District's educational mission.

ESSENTIAL FUNCTIONS:

1. Provide leadership and oversight for the Business Office, Warehouse, and Nutrition Services departments.
2. Plan, develop, and manage the District's annual budget and multiyear projections; provide financial analyses to support decision-making and long-range planning.
3. Oversee all accounting operations, including general ledger, financial reporting, and internal controls to ensure accuracy and compliance with generally accepted accounting principles (GAAP) and state standards.
4. Ensure compliance with Governmental Accounting Standards Board (GASB) requirements.
5. Coordinate payroll and benefits administration to ensure timely, accurate processing and compliance with labor contracts and federal and state laws.
6. Manage accounts payable and accounts receivable, ensuring proper documentation, authorization, and audit trails.
7. Oversee Associated Student Body (ASB) account management and training for site-level fiscal staff to maintain compliance with California Education Code and accounting standards.
8. Administer the collection and accounting of developer fees; monitor local development activity and maintain required reporting and compliance records.
9. Ensure proper tracking and reporting of attendance accounting in collaboration with school sites and the Educational Services Department.
10. Coordinate the annual independent audit, including preparation of supporting schedules, response to auditor inquiries, and timely correction of audit findings.

11. Develop and maintain systems for fiscal compliance with all state, federal, and local requirements, including grant and categorical fund management.
12. Oversee contracts and vendor agreements, ensuring alignment with Board policy, legal requirements, and sound fiscal practices.
13. Serve as the primary fiscal point of contact for outside agencies, auditors, and government offices.
14. Oversee warehouse operations, inventory control, and courier services to ensure efficient distribution of supplies and materials districtwide.
15. Provide fiscal oversight and staff support to the Citizens' Bond Oversight Committee (CBOC), including preparation of financial summaries and reports.
16. Collaborate with district leadership to develop and implement financial policies, procedures, and internal controls that promote accountability and efficiency.
17. Provide fiscal mentoring and support to new administrators to ensure understanding of district business processes, budgets, and fiscal responsibilities.
18. Prepare financial analyses and reports for the Superintendent, Cabinet, and Board of Trustees; present complex financial information in clear, understandable formats.
19. Supervise and evaluate assigned management and classified staff.
20. Perform other related duties as assigned.

EMPLOYMENT STANDARDS:

Knowledge of:

- Principles and practices of public school finance, budgeting, and accounting.
- California school district financial systems, reporting requirements, and state funding formulas.
- Generally accepted accounting principles (GAAP) and governmental accounting standards (GASB).
- State and federal laws and regulations governing school business operations.
- Payroll and employee benefits administration.
- Accounts payable, accounts receivable, and cash management procedures.
- Procurement, contracts, and vendor relations.
- Audit procedures, preparation, and compliance.
- Principles of supervision, evaluation, and employee development.
- Effective communication and presentation techniques.

Ability to:

- Plan, organize, and direct district-wide fiscal operations and services.
- Interpret and apply complex laws, regulations, and policies related to school finance.
- Develop and monitor multimillion-dollar budgets and financial projections.
- Communicate complex financial concepts clearly to varied audiences.
- Supervise, train, and evaluate management and support staff.

- Establish and maintain cooperative working relationships with district staff, auditors, agencies, and the public.
- Analyze financial data and prepare comprehensive reports.
- Exercise sound judgment, integrity, and discretion in handling sensitive fiscal matters.
- Meet deadlines under pressure while maintaining accuracy and attention to detail.

EDUCATION, EXPERIENCE, AND REQUIREMENTS:

- Bachelor's degree in accounting, business administration, finance, or a related field required.
- Master's degree or Certified Public Accountant (CPA) license preferred.
- Minimum of five years of increasingly responsible experience in school business or public finance, including supervisory experience.
- Experience in California public school district finance preferred.
- TB test clearance, and fingerprint clearance required.
- Availability to attend evening Board meetings and respond to fiscal inquiries outside normal working hours.

PHYSICAL CHARACTERISTICS:

- Sufficient vision to monitor a variety of activities and read various documents.
- Sufficient hearing for normal telephone conversations.
- Sufficient dexterity to write, operate telephone and business machines.
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone and in addressing groups.
- Sitting or standing for extended periods of time.
- Physical, mental and emotional stamina to endure long hours under sometimes stressful conditions.

CENTER JOINT UNIFIED SCHOOL DISTRICT

TITLE: Director of Human Resources and Student Services
SUPERVISOR: Superintendent
CLASSIFICATION: Executive Management
BOARD APPROVED:

DESCRIPTION OF BASIC RESPONSIBILITIES:

The Director of Human Resources and Student Services plans, organizes, and directs the daily operations of the district's personnel and student services functions. This role advises the Superintendent and Board on employee relations and negotiations, oversees recruitment, selection, evaluation, and discipline of all staff, and ensures compliance with employment laws and Board policies. The director manages compensation and benefits, maintains credentialing and position control systems, and serves as Title IX Coordinator. In student services, the position supervises health services, student enrollment, attendance, and discipline processes—including SARB and expulsion procedures—while coordinating district safety efforts and crisis management planning. The director also serves as a key member of the Superintendent's Cabinet, fostering effective communication, collaboration, and compliance across all human resources and student service operations.

ESSENTIAL FUNCTIONS:

Human Resources

1. Advise Superintendent and Board on all Employee and negotiation matters.
2. Responsible for recruitment, selection, employment processing, evaluation, discipline, and termination procedures of all certificated and classified personnel.
3. Development of job specifications, selection criteria, job announcements and employment tests and prepares personnel transactions for submission to the Board for approval.
4. Responsible for personnel wage and salary administration, including the preparation of various salary schedules and determination of individual salary placement.
5. Develop and implement internal Personnel procedures to assure smooth and efficient delivery of services in compliance with laws and Board policy.
6. Maintains a position control system for the monitoring of staffing allocations.
7. Manage and maintain substitute services.
8. Communicate with other administrators, District staff and members of the public to coordinate activities, resolve issues, and exchange information.
9. Serve in a lead capacity on the management negotiations team for certificated and classified bargaining units.
10. Foster positive working relations with district bargaining groups.

11. Investigate complaints, alleged contract violations, and provide guidance to management and supervisory personnel.
12. Develop and revise job descriptions according to current Personnel regulations and negotiation procedures.
13. Responsible for administration of all District benefits including insurance premiums, payment, workers compensation claims, and student insurance.
14. Maintain credentialing files and records for all certificated staff.
15. Supervise and recommend transfers, reassignment and appropriate training of assigned staff.
16. Provide training for staff on education code and other legal requirements in the area of human resources.
17. Serve as the district's Title IX Coordinator.

Student Services

1. Supervise, direct, and evaluate Health Services.
2. Serve as a member of the Superintendent's Cabinet and as a representative of the Superintendent as necessary.
3. Track, monitor, and make recommendations to the Superintendent regarding student enrollment.
4. Oversee and ensure district representation on the School Attendance Review Board (SARB).
5. Oversees and facilitates the student expulsion process.
6. Attend Board meetings and advise as to requirements and responsibilities of the District.
7. Oversee the inter/intra district transfer process.
8. Coordinate District Safety Team and oversee development of site crisis management plans.
9. Review any related appeals.
10. Perform other duties and supervise other employees as assigned.

EMPLOYMENT STANDARDS:

Knowledge of:

- Applicable laws, codes, regulations, and procedures of Personnel Administration;
- Principles of supervising and evaluating staff;
- Recruitment techniques, various interview and selection methods/techniques, including test, validation and administration;
- Employee Relations/Negotiations in public schools;
- Fringe benefit administration;
- Credentialing laws;
- Worker compensation and unemployment insurance regulations;
- Board policies and District procedures/operations.

Ability to:

- Provide information and assistance to others concerning employment policies and personnel transactions;
- Analyze problems and issues to make sound conclusions and recommendations;
- Interpret and apply the provisions of laws and procedures concerning personnel service policy;

- Demonstrate leadership qualities and utilize motivational techniques and strategies;
- Work independently and make appropriate common sense decisions;
- Supervise and evaluate the performance of assigned staff;
- Communicate clearly and effectively both orally and in writing;
- Maintain effective working relationships with those contacted in the performance of required duties.

EDUCATION, EXPERIENCE AND REQUIREMENTS:

- Possession of a masters degree from an accredited college or university in education, public administration, or a related field.
- Valid California Teaching Credential
- Valid California Administrative Services Credential
- At least five (5) years teaching experience PLUS at least five (5) years of increasingly responsible educational management experience.
- TB test clearance, and fingerprint clearance required.

PHYSICAL CHARACTERISTICS:

- Sufficient vision to monitor a variety of activities and read various documents.
- Sufficient hearing for normal telephone conversations.
- Sufficient dexterity to write, operate telephone and business machines.
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone and in addressing groups.
- Sitting or standing for extended periods of time.
- Physical, mental and emotional stamina to endure long hours under sometimes stressful conditions.

CENTER JOINT UNIFIED SCHOOL DISTRICT

TITLE: Continuation High School/State and Federal Programs Administrator
SUPERVISOR: Superintendent or Designee
CLASSIFICATION: Certificated Management
BOARD APPROVED:

DESCRIPTION OF BASIC RESPONSIBILITIES:

Under the direction of the Superintendent or designee, the Continuation High School/State and Federal Programs Administrator provides leadership and oversight of the District's continuation high school and alternative education programs, ensuring that all students receive equitable access to academic, social-emotional, and post-secondary opportunities. The Administrator also provides collaborative leadership and implementation of federal, state, categorical, and District grant-funded programs and initiatives. This position ensures compliance with state and federal mandates, alignment with District goals, and effective coordination of resources that support student achievement and engagement.

ESSENTIAL FUNCTIONS:

1. Serve as the site administrator for the District's continuation high school, providing instructional leadership, supervision, and evaluation of assigned certificated and classified staff.
2. Develop and maintain an alternative education environment that emphasizes academic success, credit recovery, and college and career readiness.
3. Oversee student enrollment, placement, attendance, and discipline consistent with Education Code and Board Policy.
4. Lead and facilitate the continuous improvement process.
5. Develop and monitor student support systems, including counseling, restorative practices, and intervention services for at-risk youth.
6. Coordinate partnerships with community agencies, workforce programs, and county offices to provide wraparound supports and transition opportunities for students.
7. Oversee site-level budgeting, scheduling, safety planning, and daily operations for alternative education programs.
8. Ensure alignment between alternative education instructional programs and district curriculum, standards, and graduation requirements.
9. Foster a positive, inclusive, and restorative school climate that promotes attendance, belonging, and student leadership.
10. Attend and represent the District and school at community, agency, and parent meetings.
11. Categorical and Grant Program Leadership
12. Coordinate and manage all phases of the District's state and federal categorical programs to ensure compliance with applicable laws and alignment with District goals.

13. Develop and oversee processes to ensure compliance, quality, and accountability for programs outlined in the LCAP and Federal Addendum.
14. Prepare and submit required documentation for categorical programs to state, county, and local agencies using the Consolidated Application and Reporting System (CARS) or its equivalent.
15. Lead the Federal Program Monitoring (FPM) review process and represent the District during audits, ensuring timely and compliant responses.
16. Support schools in developing and reviewing site plans, ensuring alignment with District priorities and compliance with state and federal requirements.
17. Collaborate with principals to observe classroom instruction, assess program implementation, and evaluate student outcomes to maximize impact.
18. Provide oversight, guidance, and professional development to staff on compliance, instructional strategies, and program implementation.
19. Identify and pursue new funding opportunities through external partnerships and grants that align with the District's strategic goals.
20. Oversee and monitor all District categorical and competitive grants.
21. Serve as a resource and liaison for District leadership, site staff, advisory committees, and parent groups on categorical planning, implementation, and accountability matters.
22. Support the Superintendent or designee in establishing and managing LEA and school categorical allocations.
23. May supervise other employees as assigned.
24. Serve as a member of the District Leadership Team to ensure alignment across instructional and operational systems.
25. Communicate clearly and effectively with students, staff, families, and community partners.
26. Analyze data to evaluate student progress, program effectiveness, and resource allocation.
27. Maintain positive working relationships with all stakeholders.
28. Attend Board of Education meetings and other public forums as required.
29. Perform other related duties as assigned.

EMPLOYMENT STANDARDS:

Knowledge of:

- Laws, regulations, and compliance requirements for alternative education and categorical programs.
- Federal and state grant management, fiscal accountability, and program evaluation.
- Principles of educational leadership, supervision, and evaluation.
- Instructional strategies for at-risk youth and English Learners.
- Planning, organization, and continuous improvement systems for educational programs.
- Data collection, analysis, and reporting methods.
- Proper English usage, grammar, and presentation skills.
- Effective methods for collaboration, conflict resolution, and team leadership.

Ability to:

- Interpret and apply Education Code, Board Policy, and federal and state program regulations.
- Provide effective leadership for continuation and categorical programs.
- Supervise and evaluate assigned certificated and classified staff.
- Coordinate complex projects and meet strict deadlines.
- Analyze data and present findings to diverse audiences.
- Communicate clearly and effectively, both orally and in writing.
- Build collaborative relationships with students, staff, families, and community agencies.
- Work independently and manage multiple priorities simultaneously.

EDUCATION, EXPERIENCE AND REQUIREMENTS:

- Valid California Teaching Credential
- Valid California Administrative Services Credential or Certificate of Eligibility
- TB test clearance
- Criminal Justice fingerprint process clearance.

PHYSICAL CHARACTERISTICS:

- Sufficient vision to monitor a variety of activities and read various documents.
- Sufficient hearing for normal telephone conversations.
- Sufficient dexterity to write, operate telephone and business machines.
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone and in addressing groups.
- Sitting or standing for extended periods of time.
- Physical, mental and emotional stamina to endure long hours under sometimes stressful conditions.

CENTER JOINT UNIFIED SCHOOL DISTRICT

TITLE: Coordinator of Curriculum and Instruction
SUPERVISOR: Superintendent or Designee
CLASSIFICATION: Certificated Management
BOARD APPROVED:

DESCRIPTION OF BASIC RESPONSIBILITIES:

To plan, organize, and coordinate the District's instructional programs and curriculum development. To provide leadership and support in implementing state standards, instructional materials, and assessments that improve student achievement and promote equity across all schools.

ESSENTIAL FUNCTIONS:

1. Evaluate existing curriculum and recommend initiation or modification of instructional programs.
2. Develop and implement long-range plans for curriculum enhancement.
3. Provide leadership and coordination for curriculum design, instructional materials adoption, and implementation of state standards.
4. Coordinate instructional programs to ensure alignment with assessment, textbook adoptions, and district goals.
5. Support site administrators and teachers in analyzing student achievement data and developing strategies to improve academic outcomes.
6. Plan, organize, and deliver professional development to support high-quality instruction, curriculum implementation, and effective teaching strategies.
7. Coordinate required testing programs and oversee the analysis and reporting of student assessment data.
8. Supervise and monitor implementation of programs and services across the district, such as EL, GATE, independent study, and summer school.
9. Serve as a resource to school sites in the development and implementation of instructional programs and interventions.
10. Assist with monitoring and reporting compliance with state and federal instructional requirements.
11. Support new teacher induction and mentoring activities as assigned.
12. Participate in the development of the District Local Control and Accountability Plan (LCAP) goals related to curriculum and instruction.
13. Maintain communication with federal, state, and county agencies to remain informed of legislative and curricular changes affecting academic programs.
14. Prepare reports, presentations, and recommendations for district administration, the Board of Trustees, and community stakeholders.

15. Support schools in developing and reviewing site plans, ensuring alignment with District priorities and compliance with state and federal requirements.
16. Supervise and evaluate assigned staff.
17. Perform other duties as assigned.

EMPLOYMENT STANDARDS:

Knowledge of:

- California State Standards and frameworks.
- Curriculum design, instructional methods, and assessment strategies.
- Educational research and effective teaching practices.
- Principles of leadership, staff development, and coaching.
- Data analysis techniques to evaluate student performance and program effectiveness.
- Federal, state, and district regulations affecting instructional programs.
- Budget preparation and control related to assigned programs.
- Principles and practices of organization, administration, and supervision.

Ability to:

- Provide leadership and support for instructional improvement across grade levels.
- Establish and maintain effective working relationships with staff, parents, and community members.
- Communicate effectively, both orally and in writing.
- Analyze situations accurately and adopt an effective course of action.
- Plan, organize, and coordinate multiple projects and meet deadlines.
- Facilitate professional learning communities and collaborative teams.
- Work independently with little direction.
- Prepare and deliver professional development and presentations.
- Use technology effectively in managing and analyzing instructional data.

EDUCATION, EXPERIENCE AND REQUIREMENTS:

- Valid California Teaching Credential.
- Valid California Administrative Services Credential or Certificate of Eligibility.
- Master's degree in Education, Curriculum and Instruction, or a related field preferred.
- Minimum of three (3) years of successful teaching experience.
- Demonstrated experience in curriculum design, assessment, or instructional coaching.
- TB test and fingerprint clearance required.

PHYSICAL CHARACTERISTICS:

- Sufficient vision to monitor a variety of activities and read various documents.
- Sufficient hearing for normal telephone conversations.
- Sufficient dexterity to write, operate telephone and business machines.

- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone and in addressing groups.
- Sitting or standing for extended periods of time.
- Physical, mental and emotional stamina to endure long hours under sometimes stressful conditions.

CENTER JOINT UNIFIED SCHOOL DISTRICT

TITLE: Coordinator of Special Education
SUPERVISOR: Superintendent or Designee
CLASSIFICATION: Certificated Management
BOARD APPROVED:

DESCRIPTION OF BASIC RESPONSIBILITIES:

Under the direction of the Superintendent or Designee, the Coordinator of Special Education provides leadership and coordination of the District's special education programs and services. The position ensures compliance with federal, state, and local regulations, supports site administrators and staff in implementing Individualized Education Programs (IEPs), and facilitates effective systems that promote student access and success.

ESSENTIAL FUNCTIONS:

1. Provide leadership in organizing, planning, and implementing special education programs and services across all district programs.
2. Collaborate with principals, program specialists, and service providers to ensure compliance with the Individuals with Disabilities Education Act (IDEA), Section 504, and the California Education Code.
3. Support site teams with IEP compliance, due process procedures, and accurate documentation within the IEP management system.
4. Coordinate referral, assessment, and placement processes for students with disabilities, ensuring appropriate identification and service delivery.
5. Oversee and support district special education programs and related service providers, including staff assigned to instructional, behavioral, psychological, therapeutic, and early learning services, as well as office and program support personnel.
6. Provide guidance, supervision, and professional development to assigned staff to strengthen instructional and behavioral supports for students with disabilities.
7. Collaborate with Human Resources on staffing, recruitment, and evaluations of special education personnel.
8. Monitor the implementation of IEPs to ensure services are delivered as written and that students make meaningful progress toward goals.
9. Assist in the development and oversight of the special education budget.
10. Support the coordination of extended school year (ESY) planning, staffing, and implementation.
11. Participate in student discipline hearings, manifestation determinations, and other related processes as needed.
12. Facilitate communication and problem-solving among families, site staff, and district departments to ensure appropriate student support.

Maintain current knowledge of laws, regulations, and best practices related to special education.
13. Collect, analyze, and interpret data to evaluate program effectiveness and support continuous improvement.
14. Supervise and evaluate assigned staff.
15. Perform other related duties as assigned.

EMPLOYMENT STANDARDS:

Knowledge of:

- Federal and state laws, regulations, and procedures related to special education.
- Instructional methods and interventions for students with disabilities.
- IEP development, implementation, and compliance monitoring.
- Behavioral intervention strategies and positive behavior supports.
- Principles and practices of supervision, leadership, and collaboration.
- Effective communication, training, and presentation techniques.

Ability to:

- Interpret and apply special education laws and policies.
- Lead and coordinate district-wide programs and services.
- Communicate effectively both orally and in writing.
- Provide training and technical assistance to staff.
- Build collaborative relationships with staff, parents, and outside agencies.
- Analyze data and develop action plans for program improvement.
- Maintain confidentiality and professionalism in all matters.
- Manage multiple priorities and meet deadlines.

EDUCATION, EXPERIENCE AND REQUIREMENTS:

- Valid California Education Services Teaching Credential
- Valid California Administrative Services Credential or Certificate of Eligibility
- Master's Degree in Education, Special Education, or related field preferred
- TB test clearance
- Criminal Justice fingerprint process clearance
- Minimum of five years of successful experience in special education
- Leadership, coaching, or program coordination experience preferred

PHYSICAL CHARACTERISTICS:

- Sufficient vision to monitor a variety of activities and read various documents.
- Sufficient hearing for normal telephone conversations.
- Sufficient dexterity to write, operate a telephone, and business machines.
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone and in addressing groups.
- Sitting or standing for extended periods of time.

- Physical, mental and emotional stamina to endure long hours under sometimes stressful conditions.

CENTER JOINT UNIFIED SCHOOL DISTRICT

TITLE: Coordinator of Student and Family Support
SUPERVISOR: Superintendent or Designee
CLASSIFICATION: Certificated Management
BOARD APPROVED:

DESCRIPTION OF BASIC RESPONSIBILITIES:

Provide leadership and coordination for programs that support student success and family well-being, including family engagement, attendance recovery, wellness, and youth services. Oversee the planning, development, implementation, and evaluation of programs that remove barriers to learning and promote positive school climates.

ESSENTIAL FUNCTIONS:

Family and Student Support Services

1. Lead programs that serve students and families, including Student and Family Support Center Homeless and Foster Youth Services, Wellness and Mental Health Programs, and the Expanded Learning Opportunities Program (ELOP).
2. Oversee the development, implementation, and monitoring of the Attendance Recovery Program and related attendance initiatives to improve student engagement and reduce chronic absenteeism.
3. Serve as the district liaison for Homeless and Foster Youth Services under the McKinney-Vento Act and coordinate with county and state agencies.
4. Guide schools in developing site-based systems that support family engagement, wellness, and attendance improvement.
5. Coordinate professional development and communication related to social-emotional learning, family partnerships, and student well-being.
6. Facilitate the Student Attendance Review Board (SARB) process and oversee compliance with compulsory education laws.
7. Manage assigned program budgets and ensure compliance with state and federal reporting requirements.
8. Develop partnerships with community agencies to provide wraparound services for students and families.
9. Oversee communication and outreach to families regarding available support and resources.
10. Support principals and site teams in managing positive behavior interventions, and restorative practices.
11. Collaborate with the Director of Educational Services to align family engagement and wellness programs with the district's LCAP goals.

Leadership and Supervision

1. Supervise and evaluate assigned certificated and classified staff.
2. Provide leadership, guidance, and professional development for administrators, counselors, and school staff related to student services and family engagement.
3. Represent the District at community meetings, collaborative networks, and interagency partnerships.
4. Serve as the district lead for positive behavior interventions implementation and improvement.
5. Assist in developing and revising policies and procedures related to student services and wellness.

Administrative Responsibilities

1. Oversee the collection and analysis of data related to attendance, discipline, and wellness to guide decision-making and program improvement.
2. Prepare board reports, presentations, and plans that reflect the district's progress toward student support goals.
3. Manage grants and prepare applications to sustain and expand student support and family engagement programs.
4. Ensure compliance with all legal and policy requirements related to student records, attendance, and family services.
5. Perform other related duties as assigned by the Superintendent.

EMPLOYMENT STANDARDS:

Knowledge of:

- Laws and regulations related to student attendance, discipline, foster and homeless youth, and wellness programs.
- Community resources and interagency partnerships supporting youth and families.
- Principles of management, supervision, and staff evaluation.
- Budget development, control, and state/federal reporting.
- Effective family engagement and restorative practices.
- Cultural and linguistic diversity in schools and communities.

Ability to:

- Plan, organize, and direct comprehensive family and student support programs.
- Supervise, train, and evaluate staff.
- Establish and maintain cooperative relationships with staff, families, and community partners.
- Communicate effectively both orally and in writing.
- Interpret, apply, and explain laws, rules, and regulations.
- Analyze data and prepare clear reports and presentations.
- Work independently, prioritize tasks, and meet deadlines.

EDUCATION, EXPERIENCE AND REQUIREMENTS:

- Master's degree from an accredited college or university in education, counseling, social work, or related field preferred.
- Valid California Administrative Services Credential.
- Valid California PPS Credential.
- Minimum of five years of experience in education, counseling, or student services, including leadership or administrative experience.
- TB test clearance.
- Criminal Justice fingerprint clearance.

PHYSICAL CHARACTERISTICS:

- Sufficient vision to monitor a variety of activities and read various documents.
- Sufficient hearing for normal telephone conversations.
- Sufficient dexterity to write, operate telephone and business machines.
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone and in addressing groups.
- Sitting or standing for extended periods of time.
- Physical, mental and emotional stamina to endure long hours under sometimes stressful conditions.

Center Joint Unified School District

Executive Management Salary Schedule

2025-2026

Position	Work Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Classified							
Director of Facilities	220	140,904	145,131	149,485	153,971	158,589	163,346
Director of Fiscal Services	220	140,904	145,131	149,485	153,971	158,589	163,346
Certificated							
Director of Human Resources & Student Services	220	140,904	145,131	149,485	153,970	158,589	163,346
Director of Educational Services	220	140,904	145,131	149,485	153,970	158,589	163,346

Longevity

+1.0% After 8 Years district service
+2.0% After 10 years
+2.5% after 13 years
+3.0 % after 15 years
+3.5% after 18 years
+4.0% after 20 years
+6.0% after 25 years
+8.0% after 30 years

Approved By Board

Center Joint Unified School District

Management Salary Schedule

2025-2026

Position	Work Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Classified							
Technology Coordinator	261	103,000	106,090	109,273	112,551	115,927	119,405
Sup/Nutrition Services	261	87,550	90,177	92,882	95,668	98,538	101,494
Transportation Supv/Trainer	261	87,550	90,177	92,882	95,668	98,538	101,494
Communications Coordinator	261	120,510	124,125	127,849	131,685	135,635	139,704
Certificated							
High School Principal	214	137,062	141,174	145,409	149,771	154,264	158,892
Middle School Principal	209	123,600	127,308	131,127	135,061	139,113	143,286
Continuation HS/State & Federal Programs Administrator	209	123,600	127,308	131,127	135,061	139,113	143,286
Elem. Principal	204	120,510	124,125	127,849	131,685	135,635	139,704
Coordinator	204	120,510	124,125	127,849	131,685	135,635	139,704
H.S. Asst. Principal	200	108,150	111,395	114,376	118,178	121,724	125,375
Middle School Asst. Principal	200	103,000	106,090	109,273	112,551	115,927	119,405
Elem Asst. Principal	200	103,000	106,090	109,273	112,551	115,927	119.405

Longevity

+1.0% After 8 Years district service
+2.0% After 10 years
+2.5% after 13 years
+3.0 % after 15 years
+3.5% after 18 years
+4.0% after 20 years
+6.0% after 25 years
+8.0% after 30 years

*Vacation for Classified Management

1 to 4 years	21 days
5 to 9 years	22 days
10 to 14 years	23 days
15 to 19 years	24 days
20 years +	25 days

Approved By Board

AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials: SL

SUBJECT: First Reading: Board Policies and Regulations

☒ **Action Item** ☐ **Information Item** **Attached Pages** ____

Company/Consultant's Name:

Background/Services to be Rendered:

The Board is being presented this group of policies and regulations for review and approval. The Board is being asked to approve this first reading; these policies and regulations will come back for the second and final reading at the December 17, 2025 Board Meeting. The following documents are attached:

* list of policies and regulations included in this group
* recommended policies and regulations updated by CSBA and/or CJUSD staff (white copies)
* existing (current) CJUSD policies/regulations/exhibits (goldenrod copies)

Date(s) of Service:

Funding Amount:

Funding Source:

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approve the first reading of presented policies and regulations.

Policies and regulations for review and approval on November 19, 2025 and December 17, 2025:

Replace Board Policy 3290 - Gifts, Grants And Bequests
Replace Administrative Regulation 3515 - Campus Security
Replace Administrative Regulation 3516.1 - Fire Drills and Fires
Replace Administrative Regulation 5113 - Absences and Excuses
Add Administrative Regulation 5113.11 - Attendance Supervision
Replace Board Policy 5113.12 - District School Attendance Review Board
Replace Board Policy 5141.4 - Child Abuse Prevention and Reporting
Replace Administrative Regulation 5141.4 - Child Abuse Prevention and Reporting
Replace Administrative Regulation 5142 - Safety
Replace Board Policy 6172 - Gifted And Talented Student Program
Replace Board Policy 6178.1 - Work-Based Learning

Policy 3290: Gifts, Grants And Bequests

Status: DRAFT

Original Adopted Date: 12/19/2018 | **Last Reviewed Date:** 12/19/2018

The Governing Board may accept any gift, grant, or bequest of money, property, or service to the district from any individual, organization, foundation, or public or private agency that desires to support the district's educational program. While greatly appreciating suitable donations, the Board shall reject any gift which may directly or indirectly impair its authority to make decisions in the best interest of district students or its ability or commitment to provide equitable educational opportunities.

Before accepting any gift, grant, or bequest, the Board shall carefully consider any conditions or restrictions imposed by the donor to ensure their consistency with the district's vision, philosophy, and operations. If the Board believes the district will be unable to fully satisfy the donor's conditions, the gift shall not be accepted.

In addition, the Board shall ensure that acceptance of the gift, grant, or bequest does not:

1. Involve creation of a program which the Board would be unable to sustain when the donation is exhausted
2. Entail undesirable or excessive costs
3. Promote the use of violence, drugs, tobacco, or alcohol
4. Advertise or endorse the use of non-nutritious food or beverages during the school day
5. Encourage or enable the violation of any law or district policy
6. Imply endorsement of any business or product or unduly commercialize or politicize the school environment

Any gift of books or instructional materials may only be accepted if they meet district criteria for selection of instructional materials.

All gifts, grants, and bequests shall become district property. Donors are encouraged to donate all gifts to the district rather than to a particular school, classroom, or teacher. At the Superintendent or designee's discretion, a gift may be used at a particular school or classroom.

When any gift of money received by the district is not immediately used, it shall be placed in the county treasury in accordance with law. (Education Code 41030-41031)

Corporate Sponsorship

The Board may enter into an agreement or arrangement with an outside entity for the sponsorship of an educational, athletic, or other program or activity. When appropriate, the agreement may allow the outside entity to advertise or promote its business, product, or service in district publications or on district property or web sites.

Every sponsorship agreement shall be in writing and shall be approved by the Board. The Board shall ensure that the district's relationship and arrangement with the sponsor are consistent with the district's mission, values, and goals. Any advertising or promotional message, image, or other depiction to be used by the sponsor shall meet the standards set for commercial advertising on district property and in district-sponsored publications in accordance with BP 1325 - Advertising and Promotion.

Each sponsorship agreement shall contain statements including, but not limited to:

1. The purpose of the relationship with the sponsor, details of the benefits to the district, and how the benefits will be distributed
2. The duration of the agreement and the roles, expectations, rights, and responsibilities of the district and the sponsor, including whether and to what extent the sponsor is allowed to advertise or promote its products and/or services
3. The authority of the Board to retain exclusive right over the use of the district's name, logo, and other proprietary information and the requirement that the sponsor obtain prior approval of the Board before using such information

4. The prohibition against the collection or distribution of students' personal information except as allowed by law

5. The authority of the Board to terminate the agreement without any penalty or sanction to the district if the sponsor's message, business, or product becomes inconsistent with the district's vision, mission, or goals or the sponsor engages in any prohibited activity

Online Fundraising

Any person or entity who wishes to conduct an online fundraising campaign, including a crowdfunding campaign, for the benefit of the district, a school, or a classroom shall submit a written request for prior approval to the Superintendent or designee. Approval of requests shall take into consideration compatibility with the district's vision and goals, core beliefs, instructional priorities, and infrastructure; the manner in which donations are collected and distributed; equity of the use of funds; and any other factors deemed relevant or appropriate by the district.

Any person or entity approved to conduct an online fundraising campaign shall comply with relevant district policies and procedures, including ensuring financial transparency in describing the purpose and use of the funds and protecting student privacy as applicable. Such person or entity shall specify that the district, rather than a staff member, classroom, or school, will own the funded resources.

Funds raised by an online fundraising campaign and donated to the district shall be subject to the same terms, criteria for acceptance, and accountability measures as any other donation as specified in this policy.

Appreciation

The Board may show appreciation for any donation to the district in any manner it deems appropriate. Such appreciation may take the form of letters of recognition or Board resolutions; plaques, commendations, or awards; planting of commemorative trees or gardens; or naming or renaming of buildings, grounds, or facilities. Conferment of any such honor shall be in accordance with applicable Board policy.

Policy 3290: Gifts, Grants And Bequests

Status: ADOPTED

Original Adopted Date: 12/19/2018 | **Last Reviewed Date:** 12/19/2018

The Governing Board may accept any gift, grant, or bequest of money, property, or service to the district from any individual, organization, foundation, or public or private agency that desires to support the district's educational program. While greatly appreciating suitable donations, the Board shall reject any gift which may directly or indirectly impair its authority to make decisions in the best interest of district students or its ability or commitment to provide equitable educational opportunities.

Before accepting any gift, grant, or bequest, the Board shall carefully consider any conditions or restrictions imposed by the donor to ensure their consistency with the district's vision, philosophy, and operations. If the Board believes the district will be unable to fully satisfy the donor's conditions, the gift shall not be accepted.

In addition, the Board shall ensure that acceptance of the gift, grant, or bequest does not:

1. Involve creation of a program which the Board would be unable to sustain when the donation is exhausted
2. Entail undesirable or excessive costs
3. Promote the use of violence, drugs, tobacco, or alcohol
4. Advertise or endorse the use of non-nutritious food or beverages during the school day
5. Encourage or enable the violation of any law or district policy
6. Imply endorsement of any business or product or unduly commercialize or politicize the school environment

Any gift of books or instructional materials may only be accepted if they meet district criteria for selection of instructional materials.

All gifts, grants, and bequests shall become district property. Donors are encouraged to donate all gifts to the district rather than to a particular school, classroom, or teacher. At the Superintendent or designee's discretion, a gift may be used at a particular school or classroom.

When any gift of money received by the district is not immediately used, it shall be placed in the county treasury in accordance with law. (Education Code 41030-41031)

The Superintendent or designee shall annually provide a report to the Board indicating the gifts, grants, and/or bequests received on behalf of the district in the preceding fiscal year. The report shall include a statement of account and expenditure of all gifts of money and an inventory of all gifts of physical assets.

Corporate Sponsorship

The Board may enter into an agreement or arrangement with an outside entity for the sponsorship of an educational, athletic, or other program or activity. When appropriate, the agreement may allow the outside entity to advertise or promote its business, product, or service in district publications or on district property or web sites.

Every sponsorship agreement shall be in writing and shall be approved by the Board. The Board shall ensure that the district's relationship and arrangement with the sponsor are consistent with the district's mission, values, and goals. Any advertising or promotional message, image, or other depiction to be used by the sponsor shall meet the standards set for commercial advertising on district property and in district-sponsored publications in accordance with BP 1325 - Advertising and Promotion.

Each sponsorship agreement shall contain statements including, but not limited to:

1. The purpose of the relationship with the sponsor, details of the benefits to the district, and how the benefits will be distributed
2. The duration of the agreement and the roles, expectations, rights, and responsibilities of the district and the sponsor, including whether and to what extent the sponsor is allowed to advertise or promote its products and/or services

3. The authority of the Board to retain exclusive right over the use of the district's name, logo, and other proprietary information and the requirement that the sponsor obtain prior approval of the Board before using such information

4. The prohibition against the collection or distribution of students' personal information except as allowed by law

5. The authority of the Board to terminate the agreement without any penalty or sanction to the district if the sponsor's message, business, or product becomes inconsistent with the district's vision, mission, or goals or the sponsor engages in any prohibited activity

Online Fundraising

Any person or entity who wishes to conduct an online fundraising campaign, including a crowdfunding campaign, for the benefit of the district, a school, or a classroom shall submit a written request for prior approval to the Superintendent or designee. Approval of requests shall take into consideration compatibility with the district's vision and goals, core beliefs, instructional priorities, and infrastructure; the manner in which donations are collected and distributed; equity of the use of funds; and any other factors deemed relevant or appropriate by the district.

Any person or entity approved to conduct an online fundraising campaign shall comply with relevant district policies and procedures, including ensuring financial transparency in describing the purpose and use of the funds and protecting student privacy as applicable. Such person or entity shall specify that the district, rather than a staff member, classroom, or school, will own the funded resources.

Funds raised by an online fundraising campaign and donated to the district shall be subject to the same terms, criteria for acceptance, and accountability measures as any other donation as specified in this policy.

Appreciation

The Board may show appreciation for any donation to the district in any manner it deems appropriate. Such appreciation may take the form of letters of recognition or Board resolutions; plaques, commendations, or awards; planting of commemorative trees or gardens; or naming or renaming of buildings, grounds, or facilities. Conferment of any such honor shall be in accordance with applicable Board policy.

Regulation 3515: Campus Security

Status: DRAFT

Original Adopted Date: 06/20/2007 | **Last Revised Date:** 03/15/2023

The Superintendent or designee shall develop a campus security plan for each school site which contributes to a positive school climate, fosters social and emotional learning and student well-being, and includes strategies to:

1. Secure the campus perimeter and school facilities in order to prevent criminal activity

   These strategies include a risk management analysis of each campus' security system, lighting system, and fencing. Procedures to ensure unobstructed views and eliminate blind spots caused by doorways and landscaping shall also be considered. Additionally, parking lot design may be studied, including methods to discourage through traffic.

2. Secure buildings and interior spaces from outsiders and discourage trespassing

   These strategies may include installing locks, requiring visitor registration, providing staff and student identification tags, and patrolling places used for congregating and loitering.

3. Secure the district's network infrastructure and web applications from cyberattacks

   These strategies may include performing an independent security assessment of the district s network infrastructure and selected web applications.

4. Discourage vandalism and graffiti

   These strategies may include plans to immediately cover graffiti and implement campus beautification.

5. Control access to keys and other school inventory

6. Detect and intervene with school crime

   These strategies may include creating a school watch program, increasing adult presence and supervision, establishing an anonymous crime reporting system, monitoring suspicious and/or threatening digital media content, analyzing school crime incidents, and collaborating with local law enforcement agencies, including providing for law enforcement presence.

7. Additionally, all staff shall be made aware of their responsibilities regarding the immediate reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats

All staff shall receive training in building and grounds security procedures and emergency response.

Locks

All state-funded new construction and modernization projects shall include locks that allow doors to classrooms and any room with an occupancy of five or more persons to be locked from the inside. Additionally, when the district undertakes an addition, alteration, reconstruction, rehabilitation, or retrofit of a school building, the district shall install interior locks on each door of any room with an occupancy of five or more persons. Such doors shall be capable of being unlocked from the outside with a key or other approved means. Student restrooms and doors that lock from the outside at all times are not required to have locks that can be locked from the inside. (Education Code 17075.50, 17583, 17586; 24 CCR 1010.2, 1010.2.8, 1010.2.8.2)

Keys

The principal or designee shall be responsible for all keys used in a school. Keys shall be issued only to authorized employees who regularly need a key in order to carry out job responsibilities.

The principal or designee shall create a key control system with a record of each key assigned and room(s) or building(s) which the key opens.

Keys shall never be loaned to students, parents/guardians, or volunteers, nor shall the master key ever be loaned.

Any person issued a key shall be responsible for its safekeeping. The duplication of school keys is prohibited. If a key is lost, the person responsible shall immediately report the loss to the principal or designee and shall pay for a replacement key.

Regulation 3515: Campus Security

Status: ADOPTED

Original Adopted Date: 06/20/2007 | **Last Revised Date:** 03/15/2023 | **Last Reviewed Date:** 03/15/2023

The Superintendent or designee shall develop a campus security plan which contributes to a positive school climate, fosters social and emotional learning and student well-being, and includes strategies to:

1. Secure the campus perimeter and school facilities in order to prevent criminal activity

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2. Secure buildings and interior spaces from outsiders and discourage trespassing

   These strategies may include installing locks, requiring visitor registration, providing staff and student identification tags, and patrolling places used for congregating and loitering.

3. Secure the district's network infrastructure and web applications from cyberattacks

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Any person issued a key shall be responsible for its safekeeping. The duplication of school keys is prohibited. If a key is lost, the person responsible shall immediately report the loss to the principal or designee and shall pay for a replacement key.

Regulation 3516.1: Fire Drills And Fires

Status: DRAFT

Original Adopted Date: 04/03/2002

Fire Drills

The principal shall cause the fire alarm signal to be sounded at least once every month. (Education Code 32001)

The principal shall hold the first emergency evacuation drill of each school year within 10 days of the beginning of classes. (24 CCR 403.4.2)

Additionally, the principal shall hold fire drills at least once a month at the elementary level, four times every school year at the intermediate level, and not less than twice every school year at the secondary level. (Education Code 32001)

When the principal conducts a fire drill, all students, teachers, and other employees shall be directed to leave the building, which may include: (5 CCR 550)

1. Notifying staff as to the schedule for fire drills
2. Ascertaining that no student remains in the building

As appropriate, teachers shall be prepared to select alternate exits and direct their classes to these exits whenever the designated escape route is blocked.

The principal or designee shall keep a record of each fire drill conducted and file a copy of this record with the office of the Superintendent or designee.

Fires

The district shall identify refuge shelters for all students and staff to be used in the event of an evacuation order by local authorities and notify the fire department or other appropriate local authority of such refuge to prioritize the safety of students and staff. (Education Code 32282)

The identification of refuge shelters at schools in a high or very high fire hazard severity zone shall be coordinated with the fire department or other appropriate local authority. Additionally, each school in a high or very high fire hazard severity zone shall prepare a communication and evacuation plan to be used in the event of an early notice evacuation warning which allows enough time to evacuate all students and staff. (Education Code 32282)

When a fire is discovered in any part of the school, the following actions shall be taken:

1. The principal or designee shall sound fire signals, unless the school and/or building is equipped with an automatic fire detection and alarm system (Education Code 32001)
2. The principal or designee shall call 911
3. All persons shall be directed to leave the building and shall proceed outside to designated assembly areas
4. Staff shall give students clear direction and supervision and help maintain a calm and orderly response
5. In outside assembly areas, teachers shall take roll, report missing students, and provide assistance to any injured students
6. In outside assembly areas, the principal, designee and/or each department head shall account for their staff, report missing staff, and provide assistance to any injured staff
7. If the fire is extensive, students shall be taken to an alternate location for protective custody until parents/guardians can pick them up or until they can be safely transported to their homes

Regulation 3516.1: Fire Drills And Fires

Status: ADOPTED

Original Adopted Date: 04/03/2002 | **Last Reviewed Date:** 04/03/2002

Fire Drills

The principal shall cause the fire alarm signal to be sounded at least once every month. (Education Code 32001)

The principal shall also hold fire drills at least once a month at the elementary level, four times every school year at the intermediate level, and not less than twice every school year at the secondary level. (Education Code 32001)

1. The principal shall notify staff as to the schedule for fire drills.
2. Whenever a fire drill is held, all students, teachers and other employees shall be directed to leave the building. (5 CCR 550)
3. Teachers shall ascertain that no student remains in the building.
4. Teachers shall be prepared to select alternate exits and shall direct their classes to these exits whenever the designated escape route is blocked.
5. The principal or designee shall keep a record of each fire drill conducted and file a copy of this record with the office of the Superintendent or designee.

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Regulation 5113: Absences And Excuses

Status: DRAFT

Original Adopted Date: 03/20/2019 | **Last Revised Date:** 06/18/2025

Excused Absences

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following purposes:

1. Personal illness, including absence for the benefit of the student's mental or behavioral health (Education Code 48205)

2. Quarantine under the direction of a county or city health officer (Education Code 48205)

3. Medical, dental, optometrical, or chiropractic service or appointment (Education Code 48205)

4. Attendance at funeral services for or grieving the death of a member of the student's immediate family or, as determined by the student's parent/guardian, a person so closely associated with the student as to be considered the student's immediate family (Education Code 48205)

   A student may be excused for this reason for up to five days for each incident. (Education Code 48205)

5. Jury duty in the manner provided for by law (Education Code 48205)

6. Illness or medical appointment of a child to whom the student is the custodial parent (Education Code 48205)

7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)

   a. Attendance or appearance in court

   b. Attendance at a funeral service

   c. Observance of a religious holiday or ceremony

   d. Attendance at religious retreats for no more than one school day each semester

   e. Attendance at an employment conference

   f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)

9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment or is on leave from or has immediately returned from such deployment (Education Code 48205)

   Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

10. Attendance at the student's naturalization ceremony to become a United States citizen (Education Code 48205)

11. Participation in a cultural ceremony or event which relates to the habits, practices, beliefs, and traditions of a certain group of people (Education Code 48205)

12. For a middle school or high school student, engagement in a civic or political event, provided that the student notifies the school ahead of the absence (Education Code 48205)

Unless otherwise permitted by the Superintendent or designee, students shall be limited to one such school day-long absence each school year (Education Code 48205)

13. When a student's immediate family member or, as determined by the student's parent/guardian, a person so closely associated with the student as to be considered the student's immediate family has died: (Education Code 48205)

    a. To access services from a victim services organization or agency

    b. To access grief support services

    c. To participate in safety planning or take other actions, including, but not limited to, temporary or permanent relocation, to increase the safety of the student, an immediate family member of the student, or a person determined by the student's parent/guardian to be in such close association with the student as to be considered immediate family

    Such absence shall be excused for not more than three days for each incident. (Education Code 48205)

14. For a student's participation in military entrance processing

15. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school property as designated by the religious group, church, or denomination (Education Code 46014)

    Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in Administrative Regulation 6112 - School Day, and is not excused from school for this purpose on more than four days each school month. (Education Code 46014)

16. For a student who holds a work permit authorizing work in the entertainment or allied industries for a period of not more than five consecutive days, work in such industry (Education Code 48225.5)

    For this purpose, student absence shall be excused for a maximum of up to five absences each school year. (Education Code 48225.5)"

17. Participation with a nonprofit performing arts organization in a performance for a public school audience (Education Code 48225.5)

    A student may be excused for up to five such absences each school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

18. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances (Education Code 48205, 48260)

For the purpose of the absences described above, immediate family means the student's parent/guardian, sibling, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation, either in person or by written note, verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the student, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

Any of the following methods may be used to verify student absences:

1. Written, digital, or audio message from parent/guardian or parent representative

2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative

   The employee shall subsequently record the following:

   a. Name of student

   b. Name of parent/guardian or parent representative

   c. Name of verifying employee

   d. Date(s) of absence

   e. Reason for absence

3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated

   The employee shall document the verification and include the information specified in Item #2 above.

4. Physician's verification

   a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment

   b. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences

Parent/Guardian and Student Notifications

At the beginning of each school year, the Superintendent or designee shall:

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)

2. Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)

3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time (Education Code 48980)

   Such notice shall include the full text of Education Code 48205. (Education Code 48980)

Regulation 5113: Absences And Excuses

Status: ADOPTED

Original Adopted Date: 03/20/2019 | **Last Revised Date:** 06/18/2025 | **Last Reviewed Date:** 06/18/2025

Excused Absences

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

1. Personal illness, including absence for the benefit of the student's mental or behavioral health (Education Code 48205)

2. Quarantine under the direction of a county or city health officer (Education Code 48205)

3. Medical, dental, optometrical, or chiropractic service or appointment (Education Code 48205)

4. Attendance at funeral services for or grieving the death of a member of the student's immediate family or, as determined by the student's parent/guardian, a person so closely associated with the student as to be considered the student's immediate family (Education Code 48205)

   A student may be excused for this reason for up to five days for each incident. (Education Code 48205)

5. Jury duty in the manner provided for by law (Education Code 48205)

6. Illness or medical appointment of a child to whom the student is the custodial parent (Education Code 48205)

7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)

   a. Attendance or appearance in court

   b. Attendance at a funeral service

   c. Observance of a religious holiday or ceremony

   d. Attendance at religious retreats for no more than one school day each semester

   e. Attendance at an employment conference

   f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)

9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)

   Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

10. Attendance at the student's naturalization ceremony to become a United States citizen (Education Code 48205)

11. Participation in a cultural ceremony or event which relates to the habits, practices, beliefs, and traditions of a certain group of people (Education Code 48205)

12. For a middle school or high school student, engagement in a civic or political event, provided that the student notifies the school ahead of the absence (Education Code 48205)

Unless otherwise permitted by the Superintendent or designee, students shall be limited to one such school day-long absence each school year (Education Code 48205)

13. When a student's immediate family member or, as determined by the student's parent/guardian, a person so closely associated with the student as to be considered the student's immediate family has died: (Education Code 48205)

    a. To access services from a victim services organization or agency

    b. To access grief support services

    c. To participate in safety planning or take other actions, including, but not limited to, temporary or permanent relocation, to increase the safety of the student, an immediate family member of the student, or a person determined by the student's parent/guardian to be in such close association with the student as to be considered immediate family.

    Such absence shall be excused for not more than three days for each incident. (Education Code 48205)

14. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school property as designated by the religious group, church, or denomination (Education Code 46014)

    Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in Administrative Regulation 6112 - School Day, and is not excused from school for this purpose on more than four days each school month. (Education Code 46014)

15. For a student who holds a work permit authorizing work in the entertainment or allied industries for a period of not more than five consecutive days, work in such industry (Education Code 48225.5)

    For this purpose, student absence shall be excused for a maximum of up to five absences each school year. (Education Code 48225.5)"

16. Participation with a nonprofit performing arts organization in a performance for a public school audience (Education Code 48225.5)

    A student may be excused for up to five such absences each school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

17. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances (Education Code 48205, 48260)

For the purpose of the absences described above, immediate family means the student's parent/guardian, sibling, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation, either in person or by written note, verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the student, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

The following methods may be used to verify student absences:

1. Written, digital, or audio message from parent/guardian or parent representative

2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative

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   a. Name of student

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3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated

   The employee shall document the verification and include the information specified in Item #2 above.

4. Physician's verification

   a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment

   b. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)

1. Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)

2. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time (Education Code 48980)

   Such notice shall include the full text of Education Code 48205. (Education Code 48980)

Add

Regulation 5113.11: Attendance Supervision

Status: DRAFT

Original Adopted Date: Pending

The Superintendent or designee shall appoint an attendance supervisor and any assistant attendance supervisor(s) as may be necessary to supervise the attendance of district students. (Education Code 48240, 48242)

Any person appointed as an attendance supervisor shall be appropriately certificated to perform the work. (Education Code 48241, 48245)

Such supervisors shall perform duties related to compulsory full-time education, truancy, compulsory continuation education, work permits, and any additional duties prescribed by the Superintendent or designee. (Education Code 48240)

The attendance supervisor shall promote a culture of attendance and establish a system to accurately track student attendance in order to achieve all of the following:

1. Raise the awareness of school personnel, parents/guardians, caregivers, community partners, and local businesses of the effects of chronic absenteeism and truancy and other challenges associated with poor attendance

2. Identify and respond to grade level or student subgroup patterns of chronic absenteeism or truancy

3. Identify and address factors contributing to chronic absenteeism and habitual truancy, including suspension and expulsion

4. Ensure that students with attendance problems are identified as early as possible to provide applicable support services and interventions

5. Evaluate the effectiveness of strategies implemented to reduce chronic absenteeism rates and truancy rates

The attendance supervisor may provide support services and interventions, including, but not limited to, the following: (Education Code 48240)

1. A conference between school personnel, the student's parent/guardian, and the student

2. Promotion of cocurricular and extracurricular activities that increase student connectedness to school, such as tutoring, mentoring, the arts, service learning, or athletics

3. Recognition of students who achieve excellent attendance or demonstrate significant improvement in attendance

4. Referral of the student to a school nurse, school counselor, school psychologist, school social worker, and other student support personnel for case management and counseling

5. Collaboration with child welfare services, law enforcement, courts, public health care agencies, government agencies, or medical, mental health, and oral health care providers to receive necessary services

6. Collaboration with school study teams, guidance teams, school attendance review teams, or other intervention-related teams to assess the attendance or behavior problem in partnership with the student and the student's parents/guardians or caregivers

7. In schools with significantly higher rates of chronic absenteeism, identification of barriers to attendance that may require schoolwide strategies rather than case management

   Schoolwide strategies may include the implementation of an attendance recovery program operated in accordance with Board Policy/Administrative Regulation 5133.1 - Chronic Absence and Truancy.

8. Referral of the student for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program for a student with disabilities or creating a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973

9. Referral of the student to a school attendance review board (SARB) established pursuant to Education Code 48321 or to the probation department pursuant to Education Code 48263

10. Referral of the student to a truancy mediation program operated by the county's district attorney or probation officer pursuant to Education Code 48260.6

Upon receiving any complaint that a parent/guardian or other person having control or charge of a student has violated Education Code 48200-48341, the state compulsory education laws, the attendance supervisor shall investigate the matter and, if a violation is found, shall recommend referral to the SARB. If the district is subsequently notified by the SARB that the parent/guardian continually and willfully has failed to respond to directives of the SARB or the services provided, the attendance supervisor shall refer the matter for possible prosecution in court in accordance with Education Code 48291-48292, as applicable. (Education Code 48290-48292)

The attendance supervisor shall gather and transmit to the County Superintendent of Schools the number and types of referrals made to the SARB and of requests for petitions made to the juvenile court. (Education Code 48273)

The attendance supervisor shall annually report student attendance data to the Superintendent or designee and the Governing Board. Such data shall include, by school, grade level, and each numerically significant student subgroup as defined in Education Code 52052, rates of school attendance, chronic absence in which students are absent on 10 percent or more of the school days in the school year, and dropout.

Policy 5113.12: District School Attendance Review Board

Status: DRAFT

Original Adopted Date: 02/21/2018

The Governing Board recognizes that poor school attendance and behavior problems negatively impact student learning and achievement and put students at greater risk of dropping out of school. The Superintendent or designee shall establish a comprehensive and integrated system for the early identification of attendance problems and shall implement strategies to encourage students' attendance. After other interventions have been exhausted, students with a pattern of unexcused absences may be referred to a school attendance review board (SARB), in accordance with applicable law, in order to receive intensive guidance and assistance.

The SARB shall maintain a continuing inventory of community resources, including alternative educational programs.

The Superintendent or designee shall collaborate with the SARB and appropriate community agencies, including, but not limited to, law enforcement agencies, child welfare agencies, and health services, to provide school-based and/or community-based interventions tailored to the specific needs of the student.

The Board shall appoint members to the district's SARB, who may include a parent/guardian, as well as representatives of various agencies including, but not limited to, school districts; the county probation department; the county welfare department; the County Superintendent of Schools; law enforcement agencies; community-based youth service centers; school guidance personnel; child welfare and attendance personnel; school or county health care personnel; school, county, or community mental health personnel; the county district attorney's office; and the county public defender's office. (Education Code 48321)

Each SARB shall, at least annually, consult with students who reflect the diversity of all the schools that are served by the SARB for the purpose of soliciting input that will assist SARB members in gaining a better understanding of, and proposing interventions for, student attendance and behavioral challenges. (Education Code 48321)

The district's SARB shall provide support to improve student attendance and behavior through proactive efforts focused on building positive school environments and improved school connectedness, early identification and immediate intervention to re-engage students with poor attendance or behavior, and intensive intervention with students and families to address severe or persistent attendance or behavior issues.

The district's SARB shall operate in accordance with Board Bylaw 9320 - Meetings and Notices, Board Bylaw 9321 - Closed Session, and Board Bylaw 9322 - Agenda/Meeting Materials; Education Code 48320-48325; applicable rules and regulations of the County Office of Education's SARB; and the Ralph M. Brown Act (open meeting requirements).

The SARB shall collect data and annually report outcomes on SARB referrals to the Board, Superintendent or designee, and County Superintendent. (Education Code 48273)

Policy 5113.12: District School Attendance Review Board

Status: ADOPTED

Original Adopted Date: 02/21/2018 | **Last Reviewed Date:** 02/21/2018

The Governing Board recognizes that poor school attendance and behavior problems negatively impact student achievement and put students at greater risk of dropping out of school. The Superintendent or designee shall establish a comprehensive and integrated system for the early identification of attendance problems and shall implement strategies to encourage students' attendance. After other interventions have been exhausted, students with a pattern of unexcused absences may be referred to a school attendance review board (SARB), in accordance with applicable law, in order to receive intensive guidance and assistance.

The SARB shall maintain a continuing inventory of community resources, including alternative educational programs.

The Superintendent or designee shall collaborate with the SARB and appropriate community agencies, including, but not limited to, law enforcement agencies, child welfare agencies, and health services, to provide school-based and/or community-based interventions tailored to the specific needs of the student.

The Board shall appoint members to the district's SARB, who may include a parent/guardian as well as representatives of various agencies including, but not limited to, school districts; the county probation department; the county welfare department; the County Superintendent of Schools; law enforcement agencies; community-based youth service centers; school guidance personnel; child welfare and attendance personnel; school or county health care personnel; school, county, or community mental health personnel; the county district attorney's office; and the county public defender's office. (Education Code 48321)

The district's SARB shall provide support to improve student attendance and behavior through proactive efforts focused on building positive school environments and improved school connectedness, early identification and immediate intervention to re-engage students with poor attendance or behavior, and intensive intervention with students and families to address severe or persistent attendance or behavior issues.

The district's SARB shall operate in accordance with Education Code 48320-48325, the Brown Act (Government Code 54950-54963), and the bylaws of the SARB.

The SARB shall collect data and annually report outcomes on SARB referrals to the Governing Board, Superintendent or designee, and County Superintendent of Schools. (Education Code 48273)

Policy 5141.4: Child Abuse Prevention And Reporting

Status: DRAFT

Original Adopted Date: 10/21/2015

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

Child Abuse Prevention

The district's instructional program may provide age-appropriate and culturally sensitive child abuse prevention curriculum which explains students' right to live free of abuse, includes instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, informs students of available support resources, and teaches students how to obtain help and disclose incidents of abuse.

The district's program also may include age-appropriate instruction in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee may display posters, in areas on campus where students frequently congregate, notifying students of the appropriate telephone number to call to report child abuse or neglect. (Education Code 33133.5)

In addition, student identification cards for students in grades 7-12 shall include the National Domestic Violence Hotline telephone number. (Education Code 215.5)

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

Child Abuse Reporting

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

Procedures for reporting child abuse, as specified in Penal Code 11164-11174.3, shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters as required by law and as specified in the accompanying administrative regulation. (Education Code 44691; Penal Code 11165.7)

Policy 5141.4: Child Abuse Prevention And Reporting

Status: ADOPTED

Original Adopted Date: 10/21/2015 | **Last Reviewed Date:** 10/21/2015

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

Child Abuse Prevention

The district's instructional program shall include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, include instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, inform students of available support resources, and teach students how to obtain help and disclose incidents of abuse.

The district's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

Child Abuse Reporting

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters.

Regulation 5141.4: Child Abuse Prevention And Reporting

Status: DRAFT

Original Adopted Date: 11/16/2016

Definitions

Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person
2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
3. Neglect of a child as defined in Penal Code 11165.2
4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

Child abuse or neglect does not include:

1. A mutual affray between minors (Penal Code 11165.6)
2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of employment (Penal Code 11165.5, 11165.6)
3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be legally privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)
4. An injury caused by a district employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, for purposes of self-defense, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)
5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by a student (Education Code 49001)

Additionally, general neglect does not include: (Penal Code 11165.2)

1. A parent/guardian's economic disadvantage
2. A child receiving treatment by spiritual means pursuant to Welfare and Institutions Code 16509.1, or not receiving specified medical treatment for religious reasons

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; athletic coaches, administrators, and directors; licensees, administrators, and employees of a licensed child day care facility; Head Start program teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on the person's training and experience, to suspect child abuse or neglect. However, reasonable suspicion does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

Reportable Offenses

Using the procedures provided below, a mandated reporter shall make a report whenever the mandated reporter, while acting in a professional capacity or within the scope of employment, has knowledge of or observes a child

whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11165.9, 11166.05, 11167)

Any district employee who reasonably believes to have observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under 14 years of age shall notify a peace officer. (Penal Code 152.3)

The fact that a child is experiencing homelessness or is classified as an unaccompanied minor, as defined in the federal McKinney-Vento Homeless Assistance Act (42 USC 11434a), is not, in and of itself, a sufficient basis for reporting child abuse or neglect. (Penal Code 11165.15)

Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom the person knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

Reporting Procedures

1. Initial Telephone Report

   Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

   Such reports shall be made to the following agency(ies):

   Children's Protective Services
   P.O. Box 269057, Sacramento, CA 95826-9057
   (916) 875-5437, Sacramento County
   (916) 872-6549 or (866) 293-1940, Placer County

   When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Written Report

   Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall prepare and either send, fax, or electronically transmit to the appropriate agency a written follow-up report, which includes a completed California Department of Justice (DOJ) form (BCIA 8572). (Penal Code 11166, 11168)

   The DOJ form may be obtained from the district office or other appropriate agencies, such as the police department, sheriff's department, or county probation or welfare department.

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter

b. The child's name and address, present location, and, where applicable, school, grade, and class

c. The names, addresses, and telephone numbers of the child's parents/guardians

d. The name, address, telephone number, and other relevant personal information about the person(s) who might have abused or neglected the child

e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to the mandated reporter. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

3. Internal Reporting

The mandated reporter shall not be required to disclose the mandated reporter's identity to a supervisor, the principal, or the Superintendent or designee. (Penal Code 11166)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

Training

Within the first six weeks of each school year, or within the first six weeks of employment if hired during the school year, the Superintendent or designee shall provide training on mandated reporting requirements to district employees and persons working on their behalf who are mandated reporters. (Education Code 44691; Penal Code 11165.7)

The Superintendent or designee shall use the online training module provided by the California Department of Social Services (CDSS). (Education Code 44691)

The training shall include, but not necessarily be limited to, training in identification and reporting of child abuse and neglect. Additionally, the training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7)

In addition, the Superintendent or designee shall provide annual training on the prevention of abuse, including sexual abuse, of children on district property, by district staff, or in district-sponsored programs. (Education Code 44691)

The Superintendent or designee shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)

Victim Interviews by Social Services

Whenever CDSS or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, the student may be interviewed by an agency representative during school hours, on school premises. The Superintendent or designee shall give the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform the person of the following requirements prior to the interview: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable the child to be as comfortable as possible

2. The selected person shall not participate in the interview

3. The selected person shall not discuss the facts or circumstances of the case with the child

4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect

Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5
If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. (Education Code 48906)

Parent/Guardian Complaints

Upon request, the Superintendent or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring on district property to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those guidelines and/or procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect on district property, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee shall also file a report when obligated to do so pursuant to Penal Code 11166 using the procedures described above for mandated reporters.

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 3200-3205.

Notifications

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166, and their confidentiality rights under Penal Code 11167. Additionally, the district shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

Before beginning employment, any person who will be a mandated reporter by virtue of the person's position shall sign a statement indicating knowledge of the reporting obligations under Penal Code 11166 and compliance with such provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

The Superintendent or designee also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of the mandated reporter's professional capacity or outside the scope of employment (Penal Code 11172)

   Any other person making a report shall not incur civil or criminal liability unless it can be proven that the person knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)

2. If a mandated reporter fails to timely report an incident of known or reasonably suspected child abuse or neglect, the mandated reporter may be guilty of a crime punishable by a fine and/or imprisonment (Penal Code 11166)

No employee shall be subject to any sanction by the district for making a report unless it can be shown that the employee knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11166, 11172)

Regulation 5141.4: Child Abuse Prevention And Reporting

Status: ADOPTED

Original Adopted Date: 11/16/2016 | **Last Reviewed Date:** 11/16/2016

Definitions

Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person
2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
3. Neglect of a child as defined in Penal Code 11165.2
4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

Child abuse or neglect does not include:

1. A mutual affray between minors (Penal Code 11165.6)
2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment (Penal Code 11165.6)
3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)
4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)
5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by a student (Education Code 49001)
6. Homelessness or classification as an unaccompanied minor (Penal Code 11165.15)

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; athletic coaches, administrators, and directors; administrators and employees of a licensed child day care facility; Head Start teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. However, reasonable suspicion does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

Reportable Offenses

A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11166.05, 11167)

Any district employee who reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer. (Penal Code 152.3, 288)

Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

Reporting Procedures

1. Initial Telephone Report

   Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

   Children's Protective Services
   PO Box 269057
   Sacramento, CA 95826-9057
   (916) 874-4001

   When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Written Report

   Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (SS 8572). (Penal Code 11166, 11168)

   The Department of Justice form may be obtained from the district office or other appropriate agencies, such as the county probation or welfare department or the police or sheriff's department.

   Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

   a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter

   b. The child's name and address, present location, and, where applicable, school, grade, and class

   c. The names, addresses, and telephone numbers of the child's parents/guardians

   d. The name, address, telephone number, and other relevant personal information about the person who might have abused or neglected the child

   e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

   The mandated reporter shall make a report even if some of this information is not known or is uncertain to

him/her. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

3. Internal Reporting

The mandated reporter shall not be required to disclose his/her identity to his/her supervisor, the principal, or the Superintendent or designee. (Penal Code 11166)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

Training

Within the first six weeks of each school year, the Superintendent or designee shall provide training on mandated reporting requirements to district employees and persons working on their behalf who are mandated reporters. Any school personnel hired during the school year shall receive such training within the first six weeks of employment. (Education Code 44691; Penal Code 11165.7)

The Superintendent or designee shall use the online training module provided by the California Department of Social Services. (Education Code 44691)

The training shall include, but not necessarily be limited to, training in identification and reporting of child abuse and neglect. In addition, the training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7)

The Superintendent or designee shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)

In addition, at least once every three years, school personnel may receive training in the prevention of child abuse, including sexual abuse, on school grounds, by school personnel, or in school-sponsored programs. (Education Code 44691)

Victim Interviews by Social Services

Whenever the Department of Social Services or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, the student may be interviewed by an agency representative during school hours, on school premises. The Superintendent or designee shall give the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform him/her of the following requirements: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.

2. The selected person shall not participate in the interview.

3. The selected person shall not discuss the facts or circumstances of the case with the child.

4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. (Education Code 48906)

Parent/Guardian Complaints

Upon request, the Superintendent or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.

Notifications

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166, and their confidentiality rights under Penal Code 11167. The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

Before beginning employment, any person who will be a mandated reporter by virtue of his/her position shall sign a statement indicating that he/she has knowledge of the reporting obligations under Penal Code 11166 and will comply with those provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

The Superintendent or designee also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his/her professional capacity or outside the scope of his/her employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)

2. If a mandated reporter fails to timely report an incident of known or reasonably suspected child abuse or neglect, he/she may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)

3. No employee shall be subject to any sanction by the district for making a report unless it can be shown that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11166)

Regulation 5142: Safety

Status: DRAFT

Original Adopted Date: 10/17/2007 | **Last Revised Date:** 03/15/2023

At each school, the principal or designee shall establish emergency procedures, rules for student conduct, and rules for the safe and appropriate use of school facilities, equipment, and materials, consistent with law, Board policy, and administrative regulation. The rules shall be communicated to students, distributed to parents/guardians, and readily available at the school at all times.

Release of Students

Students shall be released during the school day only to the custody of an adult who is one of the following:

1. The student's custodial parent/guardian
2. An adult authorized in the district's student information system as an individual to whom the student may be released when the custodial parent/guardian cannot be reached, provided the principal or designee verifies the adult's identity
3. An authorized law enforcement officer acting in accordance with law
4. An adult taking the student to emergency medical care at the request of the principal or designee

Supervision of Students

Teachers shall be present at their respective rooms and shall open them to admit students not less than 30 minutes before the time that school starts. (5 CCR 5570)

Every teacher shall hold students to a strict account for their conduct on the way to and from school, on the playgrounds, and during recess. (Education Code 44807)

The principal or designee shall require all individuals supervising students to remain alert for unauthorized persons and dangerous conditions, and promptly report any unusual incidents to the principal or designee and file a written report as appropriate.

Any certificated or classified employee, or other school official, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle of high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, shall immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. (Education Code 49390, 49393)

Threat or perceived threat means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual. (Education Code 49390)

Additionally, anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator.

In arranging for appropriate supervision on playgrounds, the principal or designee shall:

1. Clearly identify supervision zones and require all playground supervisors to remain at a location from which they can observe their entire zone of supervision and be observed by students in the supervision zone
2. Consider the size of the playground area, the number of areas that are obstructed from open view, and the age of the students to determine the ratio of playground supervisors to students

At any school where playground supervision is not otherwise provided, the principal or designee shall provide for certificated employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school and during recess and other intermissions. (5 CCR 5552)

The Superintendent or designee shall ensure that teachers, teacher aides, playground supervisors, yard aides, and

volunteers who supervise students receive training in safety practices and in supervisory techniques that will help prevent problems and resolve conflicts among students. Additionally, all staff and other school officials shall be made aware of their responsibilities regarding the reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats. The training shall be documented and kept on file.

Student Identification Cards and Safety Information

Student identification cards of students in grades 7-12 shall have printed on them the 988 Suicide and Crisis Lifeline and the National Domestic Violence Hotline (1-800-799-7233). Additionally, student identification cards of students in grades 7-12 may have printed on them a quick response (QR) code that links to the county's mental health resources website. (Education Code 215.5)

Student Safety Patrols

A school safety patrol shall be composed of students of the school selected by the principal or designee and shall be allowed to serve only with written consent of the students and the student's parents/guardians. Patrol members shall be at least 10 years of age and in the fifth grade. (Education Code 49302; 5 CCR 571)

School safety patrols shall be used only at those locations where the nature of traffic will permit their safe operation. The locations where school safety patrols are used should be determined jointly with the local law enforcement agency. (5 CCR 572)

Patrol members shall be under the supervision and control of the principal or designee and shall receive training in proper procedures, including, but not limited to, the operations specified in 5 CCR 573-574. Whenever on duty, patrol members shall wear the standard uniform required by 5 CCR 576.

Playground Safety

Any new playground or any replacement of equipment or modification of components inside an existing playground shall conform to standards set forth by the American Society for Testing and Materials and the guidelines set forth by the U.S. Consumer Product Safety Commission. The Superintendent or designee shall have a playground safety inspector certified by the National Playground Safety Institute conduct an initial inspection to aid compliance with applicable safety standards. (Health and Safety Code 115725)

The Superintendent or designee may permit students to avoid overexposure to sun when they are outdoors and evaluate the adequacy of shade in playground areas in accordance with Board Policy 5141.7 - Sun Safety.

Activities with Safety Risks

Due to concerns about the risk to student safety, the principal or designee shall not permit the following activities on campus or during district-sponsored events unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:

1. Trampolining
2. Scuba diving
3. Skateboarding or use of scooters
4. In-line or roller skating or use of skate shoes
5. Sailing, boating, or water skiing
6. Cross-country or downhill skiing
7. Motorcycling
8. Target shooting
9. Horseback riding
10. Rodeo

11. Archery
12. Mountain bicycling
13. Rock climbing
14. Rocketeering
15. Surfing
16. Body Contact Sports
17. Other activities determined by the principal to have a high risk to student safety

As needed, the Superintendent or designee may periodically provide training or instruction to students on the safe use of electric, motorized or nonmotorized bicycles, scooters, skateboards, and roller skates. Any student who rides a bicycle, scooter, skateboard, or roller skates to school shall wear a properly fitted and fastened bicycle helmet.

Events In or Around a Swimming Pool

When any on-campus event that is not part of an interscholastic athletic program is sponsored or hosted by the district and is to be held in or around a swimming pool, at least one adult with a valid certification of cardiopulmonary resuscitation training shall be present throughout the duration of the event. (Education Code 35179.6)

Laboratory Safety

The principal of each school offering laboratory work shall develop procedures for laboratory safety and designate a trained certificated employee to regularly review, update, and implement these procedures.

Students in a laboratory shall be under the supervision of a certificated employee. Students shall be taught laboratory safety, and safety guidelines and procedures shall be posted in science classrooms. Students shall receive continual reminders about general and specific hazards.

Hazardous materials shall be properly used, stored, and disposed of in accordance with law and the district's chemical hygiene plan.

Bloodborne pathogens shall be handled in accordance with the district's exposure control plan.

The district's emergency plan, emergency contact numbers, and first aid supplies shall be readily accessible.

Parents/guardians shall be made aware of the kinds of laboratory activities that will be conducted during the school year.

Hearing Protection

The Superintendent or designee shall monitor students' exposure to excessive noise in classrooms and provide protection as necessary. The Superintendent or designee may also provide hearing conservation education to teach students ways to protect their hearing.

Eye Safety Devices

The Superintendent or designee shall provide schools with eye safety devices for use whenever students, teachers, or visitors are engaged in or observing an activity or using hazardous substances likely to cause injury to the eyes. Eye safety devices may be sold to students for an amount not to exceed the actual cost to the district. (Education Code 32030, 32031, 32033)

Protection Against Insect Bites

To help protect students against insect bites or stings that may spread disease or cause allergic reactions, students shall be allowed to apply insect repellent provided by their parents/guardians, when engaging in outdoor activities. Any application of insect repellent shall occur under the supervision of school personnel, and in accordance with the

Regulation 5142: Safety

Status: ADOPTED

Original Adopted Date: 10/17/2007 | **Last Revised Date:** 03/15/2023 | **Last Reviewed Date:** 03/15/2023

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Policy 6172: Gifted And Talented Student Program

Status: DRAFT

Original Adopted Date: 11/19/2014 | **Last Reviewed Date:** 11/19/2014

The Governing Board believes that all students deserve an education that challenges them to reach their full potential. The district shall provide gifted and talented students with opportunities for learning commensurate with their particular abilities and talents.

The Superintendent or designee shall identify students for the district's gifted and talented education (GATE) program on the basis of demonstrated or potential intellectual development, creative ability, consistently high achievement levels, academic ability in particular subject area(s), leadership ability, and/or performing and visual arts talent.

The Superintendent or designee shall provide all eligible students, including economically disadvantaged students, English learners, and students of varying cultural backgrounds, with full opportunities to participate in the GATE program and shall provide special counseling or services as necessary to help such students to succeed in the program.

The district's GATE program shall be designed to provide articulated learning experiences across subjects and grade levels and shall meet or exceed state academic content standards and curriculum frameworks.

Educational opportunities in the district's GATE program may include:

1. Special day classes which are designed to meet specific academic needs of gifted and talented students and are appropriately differentiated from other classes in the same subjects at the school
2. Part-time groupings, in which students attend classes or seminars that are organized to provide advanced or enriched subject matter for a part of the school day
3. Cluster groupings, in which students are grouped within a regular classroom setting and receive appropriately differentiated activities from the regular classroom teacher
4. Independent study supervised by a certificated district employee and offered through special tutors or mentors or through enrollment in correspondence courses pursuant to Education Code 51740 and 5 CCR 1633
5. Acceleration, in which students are placed in grade levels or classes more advanced than those of their chronological age group and are provided special counseling and/or instruction outside the regular classroom in order to facilitate their advanced work
6. Opportunities to attend classes conducted by a college or community college
7. Advanced Placement classes, International Baccalaureate program, or honors classes
8. Supplemental educational activities which augment students' regular educational programs in their regular classrooms and may include the use of advanced materials and/or provide special opportunities from persons other than the regular classroom teacher

In addition, the district's program shall support the social and emotional development of GATE students in order to promote student engagement in school.

Staff development shall be provided as needed to support teachers in understanding the unique learning styles and abilities of gifted and talented students and in developing appropriate instructional strategies.

As appropriate, the Superintendent or designee may involve certificated staff, students, parents/guardians, and community members in the planning, implementation, and evaluation of the GATE program.

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As appropriate, the Superintendent or designee may involve certificated staff, students, parents/guardians, and community members in the planning, implementation, and evaluation of the GATE program.

The Superintendent or designee shall regularly report to the Board regarding the progress of students enrolled in the district's GATE program. Reports may include, but are not limited to, student achievement test results, school attendance, and feedback from program staff and participants.

Policy 6178.1: Work-Based Learning

Status: DRAFT

Original Adopted Date: 12/13/2017

The Governing Board desires to improve student educational outcomes and successes and support student workforce preparedness by facilitating work-based learning opportunities which link classroom learning with real-world experiences. The district's work-based learning program shall be designed to teach students the skills, attitudes, and knowledge necessary for successful employment and to reinforce mastery of both academic and career technical education (CTE) standards.

The district's work-based learning program may offer opportunities for paid and/or unpaid work experiences, including, but not limited to:

1. Work experience education as defined in Education Code 51764
2. Cooperative CTE or community classrooms as defined in Education Code 52372.1
3. Job shadowing experience as defined in Education Code 51769
4. Student internships
5. Apprenticeships
6. Service learning
7. Employment in social/civic or school-based enterprises
8. Technology-based or other simulated work experiences

The Superintendent or designee may provide students employment opportunities with public and private employers in areas within or outside the district, including in any contiguous state. (Education Code 51768)

The Board may elect to pay wages to students participating in a work-based learning program, but shall not make payments to or for private employers except for students with disabilities who are participating in work experience education programs funded by the state for such students. (Education Code 51768)

Any district plan for work-based learning shall be submitted to the Board for approval. When required, the plan shall be submitted to the California Department of Education or other state agency or official.

The Superintendent or designee may collaborate with businesses, government agencies, postsecondary institutions including universities and career technical schools, community organizations, and/or other employers in planning and implementing work-based learning opportunities that support the district's vision and goals for student learning and local workforce development efforts.

At the beginning of the first semester or quarter of the regular school term, the Superintendent or designee shall notify parents/guardians of students in grades 11-12 about local apprenticeship and pre-apprenticeship programs and make the Division of Apprenticeship Standards' database accessible through a direct link on the district's website. (Education Code 48980.5)

In accordance with Board Policy 6178 - Career Technical Education, the district may provide students with opportunities to explore, make career choices, and seek appropriate instruction and training to support those choices, by hosting locally focused apprenticeship and/or career technical education fair events.

As specified in Board Policy 6142.94 - History-Social Science Instruction, the district shall annually observe "Workplace Readiness Week." (Education Code 49110.5)

When required by law, the Superintendent or designee shall develop a written training agreement with the employer that describes the conditions and requirements to be met by all parties and shall develop an individual training plan for each student which outlines the objectives or competencies that the student is expected to accomplish at the work site. (5 CCR 10070-10071, 10087, 10108)

To ensure appropriate guidance and supervision of participating students and maximize the educational benefit from placement in any work-based learning program, district staff shall coordinate with the workplace supervisors or mentors.

A minor student shall be allowed employment through a paid work-based learning program only if the student has been issued a work permit, in accordance with law, Board policy, and administrative regulation. (Education Code 49113, 49160)

All laws or rules applicable to minors in employment relationships shall be applicable to students enrolled in work-based learning programs. (Education Code 51763)

The Superintendent or designee shall ensure that any student participating in a work-based learning program off school grounds is covered under the employer's or district's insurance, as applicable, in the event the student is injured.

The Superintendent or designee shall ensure that any teacher-coordinator of a work-based learning program possesses the appropriate experience and credential issued by the Commission on Teacher Credentialing. (5 CCR 10075, 10080, 10100)

The Superintendent or designee shall maintain records related to each student's participation in the district's work-based learning program, including, but not limited to, the student's individualized training plan, employment hours and job site, work permit if applicable, the employer's report of student's attendance and job performance, the teacher-coordinator's consultations and observations, and reports of the student's grade and credits earned.

The Superintendent or designee shall periodically report to the Board regarding program implementation and effectiveness, including, but not limited to, rates of student participation in work-based learning programs and assessment results of participating students.

Policy 6178.1: Work-Based Learning

Status: ADOPTED

Original Adopted Date: 12/13/2017 | **Last Reviewed Date:** 12/13/2017

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AGENDA ITEM

BOARD OF TRUSTEES
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Chuck Uribe

SUPERINTENDENT
Scott A. Loehr

MEETING DATE: 11/19/2025

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities

Initials: RP

SUBJECT: Resolution #5/2025-26 designating a single-source manufacturer's list.

☒ **Action Item** ☐ **Information Item** **Attached Pages** 294

Company/Consultant's Name:
N/A

Background/Services to be Rendered:
The Facilities Department requests approval of resolution #5/2025-26 for the single-source manufacturer's list.

Capital Program Management assisted the District in revising the Facility Design Standards, which were approved by the Board on May 16, 2018. The revisions to these facility standards were developed through a series of meetings with the staff of the Facilities Planning Committee, Technology, and the Department of Maintenance and Operations, as well as manufacturers' representatives, to update the best and most current product selections to ensure accuracy.

During this process, there were some specific systems, products, and/or materials identified, of which the District has determined are required to match other systems, products, and/or materials in use on existing District construction projects, either completed or in the course of completion. The items have been identified to aid in staff efficiency for training and maintenance, compatibility with District parts inventory and service capabilities, and to meet a desired design standard.

Date(s) of Service: N/A

Funding Amount: N/A

Funding Source: N/A

RECOMMENDED BOARD ACTION:
The Board of Trustees approve Resolution #5/2025-26 designating a single-source manufacturer's list.

Resolution 5/2025-26

RESOLUTION OF THE GOVERNING BOARD OF THE
CENTER JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION AUTHORIZING THE DESIGNATION OF SPECIFIC SYSTEMS, PRODUCTS AND/OR MATERIALS IN THE SPECIFICATIONS FOR DISTRICT CONSTRUCTION PROJECTS

WHEREAS, the Center Joint Unified School District ("District") is engaged in a program for the modernization and new construction of all its facilities ("Construction Projects"); and

WHEREAS, the District, pursuant to Public Contract Code Section 3400, intends to establish uniform, complete, and compatible District-wide systems, products and/or materials in order to facilitate the most competitive and feasible education for school children in the District; and

WHEREAS, the District, through its agents and consultants, has considered the benefits of requiring that those systems, products and/or materials identified on Exhibit A hereto be specified in its Construction Documents and be used in its Construction Projects; and

WHEREAS, the District has determined that those systems, products and/or materials identified in Exhibit A hereto are required to match other systems, products and/or materials in use on existing District construction projects either completed or in the course of completion; and that certain systems, products and/or materials may be needed to conduct field tests to determine whether they are suitable for future use; and

WHEREAS, the District also has determined that those systems, products and/or materials identified in Exhibit A hereto (1) increase efficiency of staff training for the maintenance of the products, equipment and systems; (2) provide form, fit and functional interchangeability for the purpose of system or unit integrity or maintainability; (3) meet the design standard determinations of the District; (4) are compatible with items to be added to existing systems; and (5) are compatible with District parts inventory and/or service capabilities; and

NOW, THEREFORE, BE IT RESOLVED, that the District's Board of Trustees agrees with, adopts and ratifies the findings set forth above and concludes that those systems, products and/or materials identified in Exhibit A hereto shall be specified in the District's Construction Documents and used on the District's Construction Projects.

BE IT FURTHER RESOLVED, the District's findings as stated hereinabove shall be described in the Invitation for Bids or Request for Proposals for all District Construction Projects specifying any of the systems, products and/or materials identified in Exhibit A hereto.

Passed and adopted on this date, November 19, 2025 at a regular meeting of the Center Joint Unified School District Governing Board by the following vote:

Ayes:

Noes:

Abstained:

Absent:

BOARD OF TRUSTEES

_____
Steve Bruno, President

_____,
Delrae Pope, Board Member / Clerk

_____
Nancy Anderson, Board Member

_____
Chuck Uribe, Board Member

_____
Howard Ballin, Board Member & County Representative

CERTIFICATE

State of California)
)
County of Placer)

I certify the above is a true copy of a Resolution adopted by the Board of Trustees of the Center Joint Unified School District on November 19, 2025, at a regularly scheduled meeting of said Board.

Governing Board of the Center Joint Unified School District, County of Placer, State of California

By: _____
Scott A. Loehr, Superintendent

EXHIBIT A TO RESOLUTION OF THE GOVERNING BOARD OF THE CENTER JOINT UNIFIED SCHOOL DISTRICT RE: SUPPORT FOR THE DESIGNATION OF SPECIFIC SYSTEMS, PRODUCTS AND/OR MATERIALS IN THE SPECIFICATIONS FOR DISTRICT CONSTRUCTION PROJECTS

Center Joint Unified School District

Single Source Manufacturers List And District Facility standards

Specification Reference	System/Product	Manufacturer
Division 7	**Roofing** Asphalt Shingles Metal Roof Panels Modified Bituminous Membrane Roofing	Garland Industries, Inc. www.garlandco.com
Division 8	**Door Hardware** Locksets and Keying (Schlage) Closers (LCN) Exit Devices (Von Duprin)	Allegion www.allegion.com
Division 22	**Plumbing Fixtures** Faucets	Chicago Faucet Company 2100 S. Clearwater Drive Des Plaines, IL 60018-5999 847/803-5000 www.chicagofaucets.com
Division 22	**Plumbing Fixtures** Flushometer	Sloan Headquarters 10500 Seymour Ave. Franklin Park, IL 60131 847/671-4300 800/982-5839 www.sloan.com
Division 23	**Energy Management System**	Pelican Wireless Systems 2655 Collier Canyon Road Livermore, CA 94551 888/512-0490 www.pelicanwireless.com

Specification Reference	System/Product	Manufacturer
Division 27	**Intercom/Paging**	Team One Networking Articulent 7621 Gailee Road, Suite 100 Roseville, CA 95678 www.teamonenetworking.com
Division 28	**Intrusion Alarm System**	Verkada California (Global HQ) 406 E. 3rd Avenue San Mateo, CA 94401 650/514-2500 www.verkada.com
Division 28	**Surveillance System** Cameras	Verkada California (Global HQ) 406 E. 3rd Avenue San Mateo, CA 94401 650/514-2500 www.verkada.com
Division 28	**Fire Alarm System**	Honeywell Silent Knight 12 Clintonville Road Northford CT 06472 203/484-7161 800/311-1715 www.silentknight.com
Division 32	**Irrigation Controller**	Rain Bird 970 West Sierra Madre Ave. Azusa CA 91702 626/812-3400 www.rainbird.com

CENTER JOINT UNIFIED SCHOOL DISTRICT

Facility Design Standards

Scott Loehr
Superintendent

Richard Putnam
Director of Facilities

Center Joint Unified School District
8408 Watt Avenue
Antelope, California 95688

Board Approved
November 19, 2025

Prepared by:
Capital Program Management, Inc.

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Part 1 - Preface

Background

The Center Joint Unified School District continues to conduct a renovation and building program to address the condition of aging facilities and to accommodate increasing enrollment with new construction. In a building program of this magnitude that involves many different projects, architects, engineers and other design professionals, it is imperative to take steps to ensure uniformity of approach to the projects by the various design teams. The District needs to express its needs and desires with respect to quality and type of materials and systems to be incorporated into the various designs. These specific needs are identified in this document, the *Center Joint Unified School District's Facility Design Standards* (FDS).

These facility standards were developed through a series of meetings with the staff of the Department of Facilities Planning and Management and the Department of Maintenance and Operations. Additionally, the team met with many different manufacturer's representatives and specialty contractors to determine the best and most current product selections to ensure accuracy of the Facility standards. Finally, the draft documents were forwarded to all of the Design Professionals presently working for the Center Joint Unified School District to enlist their comments, thoughts and ideas.

The items included in these facility standards have been selected based upon life cycle cost, durability, ease of maintenance and value. We have modeled and coordinated many of the requirements based upon the *Collaborative for High Performance Schools, Best Practice Manual* (CHPS). These requirements have been integrated throughout these Facility Design Standards. A symbol "🌎" has been inserted in areas that are per CHPS best practices. However, CHPS certification is not required.

This document applies to all projects. However, the Project Manager will edit to be project specific and will incorporate into the Owner-Architect Agreement for each project.

Objective

The goal of the Facility standards is to provide the various Design Professionals working on each of the different projects for the Center Joint Unified School District with direction that will produce a uniform and consistent product. It is <u>not</u> the intent of these standards to dictate the project work scope. These standards include procedural requirements and desired products for items that may be included in the educational specifications or specific scope statement. The educational specifications and specific scope statement supersede all implied project scope from the standards.

Facility Design Standards Organization

The Facilities Design Standards are divided into the following parts:

Part 1 - Preface – Provides the background and objectives of the Facility Design Standards document. It also provides an overview of the organization of the document, compliance requirements, utility company rebates/incentives, and update requirements.

Part 2 - Design Standards – Addresses the District's standards for the design. These are the items that need to be incorporated into the project drawings and coordinated during the design phases. They apply to all project types.

Part 3 - Renovation Design Standards – Provides additional requirements to those in Part 2 that only apply to Renovation projects.

Part 4 – Modular Building Standards – Provides additional requirements to those in Part 2 that only apply to projects with Modular Buildings.

Part 5 - Portable Building Projects - Provides additional requirements to those in Part 2 that only apply to Portable projects.

Part 6 - Interim Housing Projects - The District Project Manager will provide the Design Professionals with the specific scope statement for interim housing projects. The Facility Standards shall be used in conjunction with the specific scope statement for building standards.

Part 7 – Document Standards – All documents prepared for use on any of the project types shall comply with the District document standards except Interim Housing Projects.

Part 8 – Outline Specifications – Provides specific information on products and materials that are required to be incorporated into the project specifications. The outline specifications are to be used as a guide and are not intended to be directly copied into the Design Professional's documents and are only available in PDF format.

Part 9 – Appendices – Provides additional information such as A/E checklists, Board Resolutions and typical classroom layout for technology.

Each part is intended to complement the others and taken in total are the District's Facility Design Standards.

Compliance with Standards

The District welcomes any suggestions to improve these standards; however, deviations from these standards need to be specifically approved, in writing, by the District's Project Manager. Please refer to the **Variance Request Form** in the Appendix. Please coordinate with the District's Project Manager for specific project variance requirements. Variance requests should be discussed and submitted as early in the design phase as possible. It is the objective that continued input from the Design Professionals, District staff, and other stakeholders will result in continuous improvement of these design standards. Please

direct all questions, comments, and suggestions via e-mail to the District's Project Manager for the specific project.

The Design Professionals will be provided with a general project scope description and construction budget in their Agreement. It is the responsibility of the Design Professionals to include all scope and comply with these Standards within the established budget.

Facility Design Standards Updates

As a result of enlisting comments from users and changing codes and products, this document will be continuously evolving. The most current versions are available from the District's Project Manager. The Design Professional and its consultants shall review all updates of the Facilities Design Standards through completion and approval of 100% Design Development Phase. Upon completion of each review of the Facilities Design Standards updates, the Design Professional shall notify the District's Project Manager in writing within seven-days indicating changes that affect the current design and the proposed costs for any additional services and/or time needed to revise the documents accordingly. The Design Professional is not responsible to review changes made to the Facility Design Standards subsequent to the acceptance of the 100% Design Development Phase. If the District desires a specific change to the accepted 100% Design Development Phase, the District will request a proposal from the Design Professional to incorporate the change. The Design Professional shall only proceed with changes that result in additional fee and/or time upon written authorization from the District.

Rebates and Saving Programs

The Design Professionals will investigate rebate programs offered by Local, State and Federal Governments as well as utility agencies and other organizations. Programs include "Savings By Design" and other programs from Sacramento Municipal Utility District (SMUD) and similar incentives from Roseville Power and PG&E. The Design Professional is to provide information on potential savings or rebates that can be recognized and then apply to the program if authorized by the District.

End of Part 1 - Preface

Part 2 - Design Standards

I. Criteria and Agency Standards

A. The requirements included under this section apply to all projects. Where renovation projects are involved, the criteria must be applied when the scope of work includes the elements described. These standards are not meant to dictate scope, but rather clarify the requirements when included in the project specific scope statement.

B. The following Standards represent the District's goals. However, these items may need to be modified due to budget constraints and specific project requirements. The construction projects have a "design to budget" clause in the Owner - Architect agreement. It is the responsibility of the project architect to provide independent estimates and, if necessary, make recommendations to the District's Project Manager for revisions to these Standards to allow the project to be constructed within budget.

C. All new school buildings and campuses are to be certified by the architect to comply with the Collaborative for High Performance Schools certification requirements. Please refer to the *CHPS Best Practice Manual* for those requirements. This document is available at www.chps.net for free download.

D. The District is participating in SMUD's Savings by Design program. The Design Professionals are required to utilize this program and other programs that may be available from SMUD that encourage high performance building design and construction influencing design teams to exceed current Title 24 standards. For more information about their programs, contact SMUD at: 1-888-742-7683 by phone. General information can also be obtained by going to the SMUD website at www.smud.org. In addition, the District receives utility services from PG&E. They too, have a Savings by Design Program the Design Professionals should utilize. For more information https://www.pge.com/en/save-energy-and-money/energy-saving-programs.html.

E. The sustainable building design requirements address the following areas of concern: environmental considerations of orientation and location of buildings, incorporation of natural day-lighting and ventilation in classroom spaces, indoor air quality, low VOC materials, sustainable building materials, energy efficient lighting and mechanical equipment, low water consumption and building commissioning.

F. The District practices recycling for economic and environmental reasons. The Design Professional must incorporate recycling collection receptacles into their design.

G. The Design Professional is required to assist the District in obtaining State approval and funding when State funds are used for a project.

H. The Design Professional shall incorporate mitigation measures required by the California Environmental Quality Act (CEQA) environmental documents.

I. The Design Professional shall incorporate mitigation measures required by the State Water Resources Control Board for Storm Water Pollution Prevention Plan (SWPPP).

J. The Design Professional is required to obtain approvals from all agencies having jurisdiction over the project.

1. The Design Professional must submit the application, fee and deliver the set to the approving agency. Please refer to the Owner-Architect Agreement for additional requirements. The District will provide a check for the plan check fees. The Design Professional must request the check six weeks prior to submittal and must provide documentation on how the fee was calculated.

2. Approvals to be obtained from the following agencies:
   a. Division of the State Architect (DSA)
   b. California Geological Survey (CGS)
   c. Local Fire Department
   d. Local Health Department
   e. State Water Resources Control Board
   f. Air Quality Management District (AQMD)
   g. City Building Department or Public Works for off-site improvements.

3. Design Professional to copy the District's Project Manager on all agency correspondence and coordinate all agency meetings to accommodate District's Project Manager to be in attendance.

II. Site Requirements

A. Architectural Site Items

1. General Architectural Items:

   a. Obtain geotechnical report with percolation test data from the District's Project Manager.

   b. Investigate and document existing site conditions. The record drawings shall not be used as a basis for design.

2. General Site Design Requirements:

   a. The site design shall be designed to maintain separation from pedestrian and vehicular traffic.

   b. Site buildings away from sources of noise and air pollution, such as streets and parking lots.

c. Design site to accommodate emergency vehicular access, including ambulance and fire trucks.

d. Provide truck access to trash enclosures and delivery points for supplies.

e. Do not locate raised planters adjacent to buildings.

f. All raised planters to have waterproofing and sub-grade French-drain tied into the storm drain.

g. Raised planters, retaining walls, concrete benches, stand-alone handrails and other low barriers to have integral skateboard deterrents, such as notched concrete or other means to avoid smooth edge.

3. Projects must employ the principles of Crime Prevention through Environmental Design (CPTED):

a. Natural surveillance – the design and placement of physical features in such a way as to maximize visibility. There shall be no hiding places or areas of impaired visibility. Avoid isolated gathering areas and blind spots in corridors.

b. Access Management – the physical guidance of people coming and going from a space. Access management defines and directs legitimate users to the safest way into and out of buildings, parking areas and pedestrian walkways. Access management may also direct students, staff and visitors past key locations for contact, communications and observation.

c. Territoriality – the delineation of private, semi-private and public space or the use of physical attributes that express ownership. A well-defined space that appears to be “owned” will tend to encourage acceptable behavior while discouraging illegitimate or disruptive users. Clean and well-lit spaces tend to encourage positive social interaction. Incorporate areas for supervision of gathering places.

d. For additional information refer to the National Crime Prevention Council’s website at: http://www.ncpc.org.

4. Site Accessibility:

a. Design Professional to analyze the existing conditions on site for ADA compatibility.. Coordinate appropriate scope to be included with specific project with the District’s Project Manager.

b. Review existing site access from public right-of-way(s) for compliance with current ADA requirements for path of travel including landings, signage, path-of-travel, railings, and other requirements.

c. Review parking lot access and accessible parking access to site. Verify stall count, van accessible locations, ramps, signage, lighting, and path of travel is compliant with current ADA requirements.

5. Site Concrete:

   a. Show site concrete on architectural and civil site plans. Include score lines and details on the architectural plan. Show paving sections on the civil plans.

   b. Design 8-inch wide by 8-inch deep concrete mow strips (with #4 reinforcing bar) between turf areas and planters, buildings, or other obstructions. Coordinate concrete work with architectural site work drawings. Provide 8-inch wide concrete mow strip centered under fences.

   c. Provide a 12-inch concrete apron around buildings including where asphalt abuts the building.

   d. All flatwork is to be concrete. Do not include use of pavers in design.

   e. Site stairs to be concrete with cast metal nosings. Provide tooled nosings with contrasting color stripes.

   f. Thickness and base requirements for site concrete to be determined from the geotechnical report recommendations. Detail thickened edges at all landscape areas.

   g. Reinforce concrete with minimum #3 reinforcing bars at 18-inches on center, each way.

   h. Control, construction, and expansion joints shall be identified and indicated on the drawings and detailed.

   i. Provide dowels at all expansion joints and when new concrete adjoins existing concrete.

   j. Non-structural concrete flatwork should be specified at 2,500 PSI, unless otherwise required by soils report. Non-structural flatwork shall be excluded from the DSA test and inspection form.

   k. Avoid use of colored concrete.

   l. Do not use textures other than medium broom finish at horizontal concrete. Obtain permission from the District's Project Manager to implement design concepts that require patterns, textures, or colors in site concrete.

   m. Slope sidewalks and hardscape, surrounding landscape areas, towards the landscape in areas irrigated by spray-heads for compliance with AB 1881 requirements.

   n. Preferably the exterior doors are recessed into an alcove. Where not possible and where doors swing into exterior walkways, integrate the door swing path into the paving design.

6. Utility Yards:

   a. New utility yard locations to be approved by SMUD, Roseville Power, and PG&E prior to the start of Construction Documents.

b. The utility yard shall have a concrete pad and concrete masonry unit (CMU) enclosure, locking solid metal gates, and a chain link cover.

c. Chainlink cover to be removable for access over transformers and meters.

7. Waste Collection Area:

a. Dumpster size(s) may vary at each campus site and will need to be reviewed and verified with District Project Manager and Atlas Disposal. Provide concrete masonry unit (CMU) enclosure area with locking solid metal gates design to accommodate the appropriate dumpster size. Trucks are to have direct frontal access to each dumpster.

b. Design a clear area of 11'-6" wide and 40 feet long in front of the dumpster enclosures to accommodate service truck approach. Any turning must accommodate a 45-foot turning radius.

c. Specify protective 8" diameter bollards or high concrete curbs to stop dumpster from contacting walls and at the gates.

d. Service yard and approach to have reinforced concrete pad sufficient for 10,000-pound single wheel truckloads.

e. Locate in an area convenient for collections by service trucks and away from campus pedestrian and vehicle traffic. Locate close enough to buildings in consideration of Kitchen Staff & Custodial Services concerns, but not too close for pest management purposes

f. Review proposal design and layout with District Project manager and District's Disposal Vendor prior to proceeding with Construction Documents.

8. Fencing, Gates, and Access:

a. Design 8-foot ornamental fencing and gates in areas around buildings and in predominant locations or highly visible. The use of chain-link fence should be limited to only athletic fields.

b. All parking lots, fire lane, and service entries are to have vehicle gates and all pedestrian walkways are to have bollards at parking lots to prohibit ability to drive onto the sidewalks. The preference is for swinging boom gates over sliding gates. If a sliding gate is necessary, it must be design on a level rail for ease of operation. Sliding gates to have a "V" track on the bottom with in-line wheels and guild wheels at the top of gate posts to stabilize gate. Limit use of motorized gates only when necessary and approved by the District's Project Manager.

c. The maximum leaf of a sliding gate is 20-foot (15-foot opening). The height is to match adjacent fencing. For bi-sliding openings, the maximum width is 26-foot.

d. Pedestrian and vehicle gates to be the same height as adjacent fences.

e. Avoid the need for panic hardware on exterior gates. Where unavoidable, specify and detail perforated metal panels at gates to prevent access to panic hardware from outside.

f. Design fencing in a manner to prohibit ability for climbing and ensure that it does not provide access to roofs and has vertical pickets spaced no more than 4-inches on center.

g. Coordinate access gates, fire lanes, access roads, remote pumper, post-indicator valve (PIV) and fire hydrant locations with the local fire jurisdiction.

h. Provide access for ride-on mowers to all turf areas, including curb cuts, ramps and gates.

9. Play and Athletic Equipment:

a. Design Professional to obtain approval of proposed play apparatus layout and features from District's Project Manager prior to starting Construction Document phase.

b. Design Professional to consult with the District's Project Manager if additional outdoor athletic equipment storage is necessary beyond the program requirements. If so, cargo containers may be used and must have the necessary concrete area(s) to accommodate the bin(s).

10. Mobile Transport Yard:

a. Scooters, Skate Board and Bike Racks: Provide yard in an approved visible area on site at the perimeter of campus. Quantity of racks is site specific and should be determined by the project/site needs. Provide concrete slab to accommodate rack anchors.

11. Site Furnishings:

a. Outdoor tables, trash, and recycle receptacles are to be anchored and included in the construction contract.

B. Civil Site Design Items

1. General Civil Requirements:

a. Investigate and document existing site conditions. The record drawings shall not be used as a basis for design.

b. If specific scope of work necessitates excavation, ensure that the contractor is responsible to employ an underground locator service to identify underground utilities of select areas prior to the start of construction. The construction contract is to require the contractor to be wholly responsible for damage to existing underground utilities and resulting damage. Require the Contractor to contact Dig Alert and utility service providers.

c. Design Professional to provide comprehensive utility plan overlay with landscape plan and other obstructions such as light poles and flag pole footings.

2. Surveys:

a. The design professional to confirm with the District's Project Manager if the District will be providing the Topographical and Underground Utility Surveys or if it is be provided by the Design Professional as part of the project deliverables. The Topographical and Underground Utility Surveys shall provide sufficient information to allow for a site plan and civil drawings that provide the requirements below.

i) Design shall be based on established and verified bench mark for site. Use of assumed elevations or temporary bench mark will not be allowed.

ii) Provide site contours at 0.5 foot elevations on a 25-foot grid.

iii) Provide and show site boundary including bearings and distances for property lines on the plans.

iv) Provide horizontal controls for key structures.

v) Provide rim and invert elevations.

vi) Provide AutoCAD drawings that can be used by the surveyor to lay out the site. Make the drawings available to the surveyor during construction.

b. Require in the construction contract that the Contractor is to responsible to have a licensed surveyor perform the construction staking work and certify building pads on completion.

3. Site Service Utilities:

a. Incorporate findings of the below items into a Field Report due at the end of the Schematic Design phase.

i) Coordinate and verify building utility services tie-ins with existing infrastructure capacity and with the local utility companies.

ii) Confirm available gas and water pressures.

iii) Confirm all applicable fees with utility providers.

iv) Coordinate with District Project Manager payment of all utility fees.

b. Review water services requirements including separate domestic, irrigation, and fire service connections with local water purveyor prior to design.

c. Confirm required installation details used by the various agencies.

d. Coordinate placement of double detector check assemblies for water and fire services with local water purveyor and District's Project Manager. Detector assemblies shall be accessible from adjacent street and secured with approved locking devices. Coordinate requirements with Electrical Engineer for required conduit for required fire monitoring.

4. Storm Water Pollution Prevention Plan (SWPPP):

   a. On projects that will disturb more than 1-acre, the Design Profession is required to provide the Storm Water Pollution Prevention Plan (SWPPP) prepared by a Qualified SWPPP Developer (QSD) and obtain Department of water resources (DWR) approval.

   b. The District's Legally Responsible Person (LDR) will be Mr. Richard Putnam, Director of Facilities of the Center Joint Unified School District.

   c. Obtain from the District's Project Manager the Department of Water Resources (DWR) "SMART" website access information.

   d. Include in bid documents the approved SWPPP on projects over 1-acre or on smaller projects the erosion control plan.

   e. Require contractor to provide erosion control and all-weather access during construction.

   f. Require contractor to install and maintain the erosion control measures.

   g. Require contractor to be the Qualified SWPPP Practitioner (QSP) and provide the BMP inspections, reporting, and maintenance.

5. Import Fill Material Requirements:

   a. Imported fill should be free from environmental contaminants, and should consist solely of native soil and rock materials. All import fill material and any recycled import materials must be tested and certified to be free of any hazardous materials prior to allowing on site.

   b. Imported materials must be suitable for engineered fill, even if used at landscaping, free of rocks and debris.

   c. Imported materials shall not have high clay content and must meet the permeability requirements of the projects' hardscape.

6. Grading:

   a. The grading on the site should be balanced to minimize import or export of soil. Provide a balance calculation including the spoils generated by footing excavation prior to the start of Construction Document phase.

b. Provide a proposed grading plan to the designated District representative for review and approval prior to proceeding with construction documents.

c. Coordinate topsoil import and amendment requirements with the Landscape Architect.

d. Coordinate grading and pad requirements for all future master planned buildings.

7. Slopes and Access Compliance:

a. Do not design to code maximum to avoid compliance issues due to allowable construction tolerances.

b. Provide at walkways 1.9 percent maximum cross-slope for path-of-travel.

c. Minimum slopes for asphalt concrete shall be 1 percent.

d. Minimum slopes for concrete pavement shall be 0.5 percent.

e. Concentrated flows in asphaltic concrete areas shall be contained in a 3-foot wide concrete drainage gutter with 8-inches of base below. Use horizontal reinforcing bar in gutters and dowel joints.

f. Maintain 2 percent slopes for natural grass athletic fields.

g. Natural grass slopes shall be no steeper than 5 to 1 to allow for mowing.

h. Slopes steeper than 5 to 1 shall be planted. Coordinate with landscape architect.

8. Storm Water Mitigation:

a. Comply with local authority having jurisdiction and CHPS requirements for water run-off.

b. Installation and location of storm drainage retention and filtration devices/methods shall be determined on site characteristics based on geotechnical and hydrology reports.

c. Submit proposal mitigation methods to the District as part of the Design Development (DD) phase documents.

9. Drainage and Drainage Structures:

a. Provide drain inlets at downspout discharges for indirect connection. The downspout should discharge onto drain inlet grate with enough clearance to service the drainage structure. Coordinate inlet structure with footing design.

b. Retaining walls and raised planters to have a subgrade drainage system tied into the storm drain system.

c. Specify area drains in all planter beds.

d. All storm drainage underground piping to be straight pipe with structures for cleanout at all angles. Avoid use of “Y” fittings where possible.

e. Design interceptor ditches at top of any embankments. Specify permanent erosion control measures on any banks.

f. Catch basins to be concrete, with 24-inch square minimum grate size with bolt-down grates.

g. Provide bottoms on catch basins.

h. Set basins in six inches of gravel base.

i. Inlets in sump conditions or recessed areas shall be designed for relief overflows to prevent inundation of buildings

j. Locate drainage structures away from or outside of athletic fields.

k. Storm drain outlets to have a removable heavy-duty grate with openings no larger than 3” for pest management purposes.

10. Asphalt Paving:

a. Asphalt bus and truck access roads and portions of parking lots shall have a minimum of a 4-inch asphalt over 12-inch crushed aggregate base section, or greater, if required by the geotechnical report. Utilize 3/8” aggregate only.

b. Other asphalt paving shall have a minimum of 3-inch asphalt over 8-inch crushed aggregate base section, or greater, if required by the geotechnical report.

c. Do not use rubberized or pervious asphalt paving.

d. All asphalt paving and patching to include seal coat.

e. Separate landscape areas from paved areas with a moisture barrier that will prevent irrigation water from migrating under paved areas.

11. Piping:

a. Underground water piping 3-inch and under shall be copper. Larger pipe to be schedule 80 PVC or C900.

b. Fire service lines shall be schedule 80 PVC or C900 piping.

c. Sewer piping shall be SDR 35.

d. Coordinate with plumbing engineer to ensure no clashes with sewer lines, compliant slope, and proper drainage is achieved.

e. Storm drain pipe to be a minimum of 8” in diameter schedule 80 PVC. Only use concrete when required by local agency for tie-in. Do not use corrugated pipe.

f. Wrap metal pipe, regardless of soils conditions.

12. Trenches:

a. Compact to 90 percent or higher when required by soils report.

b. All underground utilities to be detailed with a trace wire and warning tape.

c. Provide metallic warning tape 12-inches below grade above utilities.

13. Testing: Require Contractor to perform flood testing of all paving and landscaped areas in presence of inspector to confirm proper drainage.

C. Landscaping

1. General Landscaping Requirements:

a. Landscaping is to be as maintenance free as possible.

b. Coordinate with District Project Manager for construction schedule to requirements:

i) All turfed areas are to be planted 180-days prior to occupancy and be established. (See outline specification for maintenance requirements and warranty period.)

ii) All other plantings are to be planted 30-days prior to occupancy.

c. Design Professional to submit proposed plant list including all botanical genus and species, common name, to the District's Project Manager for approval prior to finalizing the landscaping plans.

d. Design Professional to include plant list schedule on the drawings that include all botanical genus and species, common name, spacing, quantities, and sizes for bid purposes.

2. Landscaping Soil Requirements:

a. Evaluate condition of existing topsoil and specify amendments as appropriate. The Design Professional is to obtain agricultural fertility test of existing soils for determination of soil amendments necessary for base bid landscape requirements. If appropriate for the specific project, require the contractor to repeat tests prior to planting to verify amendments and quantities.

b. Use organic soil amendments to help restore the health of disturbed soils as required. Utilize on-site soil whenever possible.

c. Avoid import/export with the goal of balancing material on-site whenever possible. Coordinate requirements with grading plans. Note that all import materials are required to be tested for compliance with DTSC requires. Refer to Import Fill Materials Requirements.

d. Design Professional to obtain from the District's Project Manager the Geotechnical report with percolation test results for determinations on landscape requirements.

e. If the site has hardpan (high clay content) in the landscaping areas, require contractor to breakup hardpan and amend the soil in the entire landscape areas. Also require test holes to confirm appropriate percolation rate prior to planting shrubs and trees.

3. Landscaping Design Requirements:

a. Employ Crime Prevention Through Environmental Design (CPTED) strategies. Refer to General Site requirements for additional information.

i) No hiding spots with clear sightlines and visibility. Maintain visibility through landscaping for campus security patrol.

ii) Coordinate tree placement with video surveillance cameras and site lighting.

iii) Maintain visibility through landscaping from street for police patrol.

b. Preserve existing vegetation, especially groups of plants or significant specimens wherever possible.

c. Coordinate with civil and architectural the storm water design impact on landscaping and irrigation systems that slow water velocity, maximize its use for irrigation, and filter pollutants. Minimize maintenance requirements for bio-swales. Utilize best management practices for fine grading and drainage.

d. Specify areas of ground cover in lieu of lawn in small areas around buildings to eliminate small areas that require mowing.

e. Planters shall be no smaller than 4 feet wide.

f. Minimum width of any turf area is 8 feet to accommodate ride-on mower.

g. Emphasize plant diversity to develop and maintain a healthy natural system. Prioritize native plants.

h. Create planting groups by specifying varieties of plants that are similar in native habitat and watering requirements.

i. Prepare planting designs that layer plant types; use a mixture of sizes at initial plantings; and plan for plant succession at maturity.

j. Clearly define planting zones by intended use – for example, turf for athletics; lawn for decorative and recreation; tree groves

for shade and habitat; shrub masses for buffering and screening.

k. Design plantings to allow space for full-size mature growth of each species with space for maintenance access. Specify and locate plants within planting areas so that trees and shrubs will not require excessive pruning at maturity.

l. In areas adjacent to vehicle traffic, coordinate the mature landscape size with line-of-site for driver safety to maintain visibility around corners.

m. Do not plant under stairs.

n. Specify jute netting, ground cover, shrubs, and/or trees on slopes greater than 5 to 1. Do not specify bark or turf on slopes greater than 5 to 1.

4. Planters:

a. All planter areas to have area drains to avoid runoff from planters. Coordinate with drainage plans.

b. All raised planters to have surface and French-drain system tied into the storm drain system.

c. Coordinate design of raised planters with architectural to discourage skateboarders without use of applied skate stops.

d. Planter areas are to have weed fabric installed and four inches (4”) minimum of shredded bark mulch. Apply mulch in planting areas to prevent weed growth, protect soil, reduce water loss, and prevent irrigation from washing into other areas.

5. Plant Selection:

a. Select hardy plants that are native and indigenous or adapted to the climate zone, low-water consumptive, drought resistant, and low maintenance.

b. Do not select plants that are highly flammable, have high level allergen, attract bees, poison or poison potential, or emit biogenic emissions or plants with stickers or thorns.

c. Specify plants that are readily available at various local nurseries.

d. All trees to be a minimum of 24-inch box.

e. Trees shall be deep rooted. Do not specify shallow rooting trees. The hole for tree planting shall be at least 48” deep and 48” wide so the tree can properly root.

f. Design Professional to propose the project specific plantings to the District Project Manager for District approval prior to proceeding with design.

6. Tree Locations and Design:

   a. Locate trees a minimum of 15-feet from all vertical elements including buildings, canopies, light poles, and fences. Provide accommodations for access for tree trimming equipment, such as a boom truck, for large trees

   b. Coordinate tree placement with exterior lighting fixtures and video surveillance cameras.

   c. Locate trees in a manner that avoids the mature canopy from contacting or overhanging the buildings with adequate spacing of trees to avoid canopies from connecting.

   d. Coordinate location of trees with underground utilities and irrigation valve boxes. Do not plant trees within 15-feet of all underground utilities and irrigation valve boxes.. Provide a composite underground utility plan showing all utilities and the proposed landscape plan to the District Project Manager for review and approval.

   e. Graphically show on plans the mature canopy size and height of trees.

   f. Design 15-feet separation between trees and paving surfaces to prevent mature roots from damaging walkways, hardcourts, parking lots or specify root barriers to prevent spread of roots under paving.

   g. Locate trees to reduce solar heat gain and minimize glare. Planting deciduous trees on the southeast, southwest, and west side of the building will reduce solar gain in summer during the morning and afternoon. Plant low branching deciduous trees on the west side to keep low afternoon sun off of the west and south walls in summer.

   h. Utilize deciduous shade trees to provide some summer shading of parking lots. Use root barriers to prevent root spread under paving.

   i. Utilize deciduous shade trees to provide summer shading around athletic fields and hardcourts.

   j. Where trees are located in planter areas or at existing tree, specify groundcover, decomposed granite, or cobbles under drip line as not to impede or damage root growth.

   k. Locate tree rows or tall hedge rows to provide visual and sound blocks as needed.

l. Coordinate planting schedule with watering schedule so that the different water periods do not compromise the health of the plantings.

m. Consider window locations to optimize and enhance outdoor views when placing trees.

7. Turf (Athletic Fields) and Lawn Areas:

a. Restrict turf areas to areas large enough to accommodate 72" deck ride-on mowers. No hand mowing.

b. Design adequate clearances around trees in turf to accommodate ride-on mowers.

c. Coordinate with architectural for the necessary access with curb cuts / ramps for ride-on mower access to all turf and lawn areas.

d. Design 8" wide concrete mow strips between all turfed areas and planters, buildings, fences, or other obstructions. Coordinate concrete work with architectural and civil.

e. Coordinate with Civil standards for field slope requirements.

f. Synthetic turf shall be used in areas receiving heavy foot traffic on the interior of the school site.

D. Irrigation

1. General Requirements:

a. Design Professional is to verify available water pressure and volume and include irrigation booster pump or pressure reducer in contract, if necessary to maintain appropriate water pressure. Incorporate findings into the Field Report and design as necessary.

b. Landscape Architect will confirm existing conditions on site with District's Project Manager and obtain their approval of schematic layout and controls prior to proceeding with system design.

c. Separate irrigation water meter is to be installed in accordance with the approving jurisdiction's specifications and be used as the point of separation from all site domestic water use and irrigation water use.

d. Design Professional to coordinate electrical service for irrigation metering requirements.

e. Design Professional to coordinate location of irrigation main riser and backflow preventer within enclosures in a manner that will accommodate the booster pump or a future booster pump if not currently needed to accommodate potential future pressure loss.

f. Verify anticipated water pressure and include irrigation booster pump or pressure reducer in contract if anticipated to be needed at time of completion. If not, design layout to accommodate future booster pump as appropriate with empty 2” conduit for future electrical service.

2. Irrigation Design: (See outline specifications for materials required.)

a. Design a loop system with isolation gate valves to separate each individual athletic field and individual landscape zone.

b. Irrigate trees with deep bubbler irrigation system. Provide low volume bubbler at least 42” out from the trunk of the tree on each side.

c. Irrigate shrubs and groundcover with drip system.

d. Irrigate lawns and turf with pop-up heads. Sprinkler heads to provide at least 5 feet of overspray from head to head.

e. Specify multiple smaller time clocks with maximum capacity of twenty-four (24) stations rather than one larger time clock. Provide separate clocks for fields and other clocks for landscape areas. Allow for four (4) of the stations per clock to be for future use. Specify separate time clocks for shrubs and turf areas. Controller to be web based.

f. Do not locate valves in areas of play on turf areas so that the area will not be disturbed if maintenance is required.

g. Do not allow routing of irrigation main lines through athletic fields.

h. Provide quick-couplers for hose connections in locations where required for maintenance. Coordinate project specific locations with District Project Manager who will coordinate with the M&O department.

3. Water Conservation:

a. Adhere to State AB 1881 and DSA PR-03 directives:

i) Include all necessary landscape water budget calculations showing compliance with AB 1881 and CHPS.

ii) Eliminate overspray and runoff.

iii) Operate irrigation system based upon climatic conditions.

b. Use reclaimed water when and where available. Design Professional to confirm with District's Project Manager at the beginning of design the availability of reclaimed water.

i) Coordinate requirements of County Health Department for use of reclaimed water.

ii) Use purple pipe and box covers for all reclaimed systems.

iii) Provide appropriate warning signage for reclaimed water.

iv) No hose bibs or equipment couplers are allowed on reclaimed water services.

v) When using reclaimed water, provide a sand filtration system to prevent sprinkler heads from clogging.

c. Install low-volume, water-efficient irrigation or systems connected to humidity sensors, where appropriate.

d. Install irrigation systems to avoid runoff, low-head drainage, overspray, or other similar conditions where irrigation water flows onto adjacent property, non-irrigated areas, or impervious surfaces.

III. Specific Room Requirements

A. General Notes

1. Refer to individual projects Ed. Spec's for additional requirements.
2. Room Layouts: The rooms are to be designed around the furniture and equipment and coordinated with power and data locations. Coordinate with the District Project Manager for the furniture and equipment requirements early in the Schematic Design phase. The F&E layouts are to be provided by the Design Professional.
3. Architectural acoustical treatment is to be incorporated into the design at all occupied spaces.

B. Administration Offices

1. Locate in prominent location to receive all campus visitors and be the single point of entry for security.
2. Locate adjacent to parking lot and flagpole.
3. Design public counter with high/low countertop.
4. Incorporate the use of indirect, natural daylighting.
5. Provide staff toilet rooms.
6. Design Nurse's room with warm water sink and adjoining student toilet room. Also provide ice machine and refrigerator accommodations. The room should afford the space for two cots.
7. Design MDF room for server and all low voltage head-end equipment. Coordinate with District Technology Director.
8. Provide conference room(s) with large flat panel display.
9. Design all offices with ample power and data receptacles.
10. On Middle School and High School campuses, include counselor and vice-principal offices per Ed Specs.

C. Standard Classrooms (Grades 1-6)

1. Refer to Appendix B. for typical classroom layout.
2. Standard classrooms to be total of 1000 square feet each with 40 square feet to be dedicated for storage.
3. Incorporate the use of indirect, natural daylighting.
4. Design (2) 8 - foot, wall mounted dry-erase marker boards on teaching wall with a wall mounted television and one television on a cart. Refer to Appendix B. for detailed requirements.
5. Provide each classroom with 4 data ports at Teacher location, 4 data ports at ceiling, two data ports for WAPS and two data ports for future technology – location to be confirmed by IT project manager.
6. (2-3) Rolling marker boards to be located at classroom window or closet.
7. Provide tackable wall surfaces on all usable wall areas. Specify field applied vinyl wall covering over tackable base over 5/8" type "X" gypsum wall board.
8. Specify carpet tiles with integrated walk-off mats as indicated in the outline specifications.
9. On Elementary School campuses, specify sink (cold water only) with drinking fountain.

D. Kindergarten Complex / Classrooms

1. Design Kindergarten complex to be located adjacent to administration office and parking lot with secure play yard.

2. Building to compose of two adjoining classrooms, common teachers' workroom and a single stall, student toilet room for each classroom.
3. Kindergarten classrooms to be 1120 square feet each.
4. Incorporate the use of indirect, natural daylighting.
5. Specify carpet tiles with integrated walk-off mats in entry portion of room and as indicated in the education specification.
6. Provide each classroom with 4 data ports at Teacher location, 4 data ports at ceiling, two data ports for WAPS and two data ports for future technology – location to be confirmed by IT project manager.
7. Specify tackable wall surfaces on all usable wall areas. Specify field applied vinyl wall covering over tackable base over 5/8" type "X" gypsum wall board.
8. Specify sink with drinking fountain in classrooms with cold water service.
9. Specify sink in Teachers' workroom with warm water service.
10. Student toilet rooms to have the standard size toilet. Do not specify the small "cadet" sized toilets.
11. Specify drinking fountain in play yard with bubbler.
12. Specify play structure in play yard with pour in place fall protection.
13. Specify synthetic turf in fenced in play yard.

E. Special Education Classrooms

1. Refer to the District Special Education Department for specific requirements.

F. Technology Laboratories

1. Refer to Ed Spec for project specific requirements.

G. Teacher Workrooms

1. Each building or classroom pod shall have a teacher workroom adequately sized to accommodate all teachers.
2. Specify tackable wall surfaces on all usable wall areas. Specify field applied vinyl wall covering over tackable base over 5/8" type "X" gypsum wall board.
3. All furniture to be mobile.
4. Specify power, phone and data receptacles.

H. Cafeterias

1. Incorporate the use of natural daylighting.
2. Design adequate folding chair storage space.
3. Verify with District representative whether the design will include a permanent stage complete with curtains, lighting and sound system or a modular stage solution.

4. Specify assistive listening device for hearing impaired per ADA.
5. Specify a power receptacle and adjoining HDMI / Data receptacle in the ceiling to accommodate an A/V projector.
6. Specify Luxury Vinyl Tile (LVT).
7. Design room to have Plastic Laminate impact panels with concealed spline.
8. Include power and data for point of sale (POS) system.

I. Multipurpose Rooms

1. Incorporate the use of natural daylighting.
2. Verify with District representative whether the design will include a permanent stage complete with curtains, lighting and sound system or a modular stage solution.
3. Provide adequate room to store folding chairs and movable stage (if design includes).
4. Specify assistive listening device for hearing impaired per ADA.
5. Refer to technology section for audio and visual requirements.
6. Design room to have Plastic Laminate impact panels with concealed spline.
7. Include power and data for point of sale (POS) system.

J. Kitchens

1. Coordinate specific equipment requirements with the Educational. Specifications.
2. Kitchen layout to be proposed by architect for District approval early in the schematic design phase.
3. Specify non-slip epoxy flooring with integral base approved for kitchen use by Health Department.
4. Specify Fiberglass Reinforced Panels (FRP) wall panels to ceiling.
5. Provide a can wash location adjacent to kitchen and refuse area.
6. Include power and data for point of sale (POS) system.

K. Staff Dining

1. Coordinate specific requirements with the Educational. Specifications.
2. Provide sink with garbage disposal.
3. Provide accommodations for refrigerator with ice maker, vending machines, microwave, and coffee maker with water service.

L. Library / Media Center

1. Incorporate the use of natural daylighting.

2. Design area for wireless access points (WAP's) and area for 4 to 6 networked computers for student and teacher research or as otherwise indicated in Ed Spec's

3. Specify carpet tiles with integrated walk-off mats at entry.

M. Theaters

1. Design Professional to propose type of seating, aisle lighting and associated seating accessories with the District Project Manager and site appointed drama department committee prior to starting design development phase.

2. Design Professional to review the needs of the stage layout, equipment and associated accessories with the District Project Manager and site appointed drama department committee prior to starting design development phase.

3. Design complete with raised stage, handicapped access, front, back and side stage curtains, theatrical lighting, sound system and acoustical engineering.

4. Design backstage storage area with large roll-up doors.

5. Design enclosed control booth with lighting and sound controls. Also design alternate control location backstage.

6. Specify assistive listening device for hearing impaired per ADA.

N. Band and Choral Rooms

1. Refer to educational specification for decision on a requirement to design raised, tiered floor.

2. Locate adjacent to the theater.

3. Design sound-proof practice rooms.

4. Design adequate instrument storage and cleaning areas.

O. Main Gymnasium

1. Design around regulation basketball court with bleachers open to accommodate entire student body. Also to accommodate wrestling tournaments with four matches simultaneously with bleachers open.

2. Specify multi-media sound system to accommodate both student assemblies and athletic events with wireless microphone.

3. Specify assistive listening device for hearing impaired per ADA.

4. Specify scoreboard with wired connection and power requirements per product specifications.

5. Incorporate the use of natural daylighting.

6. Specify motorized telescoping bleachers.

7. Specify solid wood flooring system with custom painting of team logo.

8. Specify multi-sport striping to accommodate main basketball court with bleachers open, main volleyball court with bleachers open, and reduced sized practice basketball courts when bleachers are closed.
9. Court striping layout to be proposed by architect for District approval.
10. Specify retractable basketball backstops for main court and practice courts.
11. Specify floor inserts for volleyball standards.
12. Specify wrestling mat storage device.
13. Specify a power receptacle and adjoining HDMI / Data receptacle in the ceiling to accommodate an A/V projector. Projector inputs to be routed in conduit to media hub location.

P. Auxiliary Gymnasium

1. Incorporate the use of natural daylighting.
2. Specify solid wood flooring system.
3. Specify multi-sport striping to accommodate a regulation basketball court and regulation volleyball courts.
4. Court striping layout to be proposed by architect for District approval.
5. Specify fixed basketball backstops.
6. Specify floor inserts for volleyball standards.

Q. Wrestling Gymnasium

1. Incorporate the use of natural daylighting.
2. Specify wrestling mat storage and transport device to move mats into main gym for tournaments.
3. Specify solid wood flooring system.

R. Dance Room

1. Incorporate the use of indirect, natural daylighting.
2. Design separate room for dance and aerobic classes.
3. Design wall of mirrors with rail.
4. Specify solid wood floor system.

S. Locker Rooms

1. Locate adjacent to Gymnasiums.
2. Incorporate the use of natural daylighting.
3. Specify athletic lockers. Design Professional to propose type and layout to District Project Manager for approval.
4. Design coaches' office with observation windows. Specify mirrors and low lockers to avoid hiding places in locker rooms.

5. Specify sealed concrete floors sloped to drain with 6” sealed concrete curb..
6. Design each locker room to have a custodial closet with hot water hose bib that can be used to hose out the entire locker room.

T. Student Toilet Rooms

1. Specify epoxy floors with integral base and walls to a minimum of eight feet or to ceiling if nine-feet or less.
   a. Walls to be tiled.
   b. Include requirements for narrow grout lines.
2. Specify sloped floor with floor drains.
   a. Coordinate location of drains with toilet partitions.
   b. Each toilet room to have a loose key hose bib under one of the sinks.
3. Specify semi-gloss painted water resistant gypsum wall board above and on ceiling.
4. Specify padlock hasp to allow doors to be locked open during school hours.
5. Provide data jack for (OFOI) vape sensor.

U. Staff Toilet Rooms

1. Specify epoxy flooring with integral base and drain and a four-foot tile wainscot.
   a. Walls to be tiled.
   b. Include requirements for narrow grout lines.
2. Specify semi-gloss painted water-resistant gypsum wallboard above wainscot and on ceiling.

V. Custodial Office

1. Provide a small, conditioned office with a dedicated area for computer work for the custodial staff.
2. Office shall not be in same room as mop sink or chemical storage, but can be included in dry storage room.
3. Specify with data and power receptacles.

W. Custodial Closets

1. Custodial closet with mop sink is required within each building or each locker room and as suitable to accommodate specific project design.
2. Specify sealed concrete floors with 6” sealed concrete curb and floor drain.
3. Specify FRP wall panels.
4. Specify metal shelving and locking metal storage cabinet for non-flammable chemicals.

5. Design Professional to identify at least one closet on campus and include requirements for proper storage of hazardous waste and flammable materials. In addition, provide separate accommodations for science and shop related hazardous material storage.

6. Specify semi-gloss painted water-resistant gypsum wallboard on ceiling.

7. Design wall space above mop sink to accommodate cleaning product dispenser rack system and include a separate hot water hose bib

8. Specify exhaust fan in room.

X. Low Voltage / Technology Room (MDF/IDF Rooms)

1. Design separate room with a dedicated HVAC unit (no mini-splits) to house server and all other electronic head-end equipment. MDF Room shall be approximately 10’ x 15’ in size and the IDF Rooms are to be approximately 10’ x 10’.

2. Design Professionals to coordinate size, layout and location of room with the District Project Manager and Technology Director.

3. Design to minimize dust and water moisture intrusion in room.

Y. Mechanical / Electrical Rooms

1. Locate utility rooms to be accessible via exterior doors.

2. Do not locate temperature sensitive, low voltage head-end equipment in same room as water heaters, transformers, and furnaces, etc.

3. Include requirement to paint floor indicating the code required clearances of equipment and panels.

4. Include an exhaust fan in these rooms.

IV. Building Design Exterior Items

A. General Requirements

1. Construct buildings primary structure with permanent materials such as concrete, concrete block and steel. Use of wood framing shall be limited to non-structural items.

2. The exterior design must be simple with durability and low maintenance as primary considerations, but also provide an aesthetically pleasing architectural style.

3. Designs shall utilize simple rectilinear shapes.

4. The structural grid system should be laid out in modules divisible by four-foot increments.

5. Do not design handicapped accessibility requirements to code maximums or minimums. To accommodate construction tolerances for ADA compliance, allow for some accommodations in the design.

6. Whenever possible reduce the need for ramps through use of sloped walks. Similarly, whenever possible reduce the need for handicapped lifts using ramps.

7. Design to provide protection of doors and windows from direct rain.

8. Design to provide ample natural, cross-ventilation in addition to mechanical ventilation. Site to minimize introduction of external pollution sources.

9. Avoid louver sun shade systems and other hard to clean exterior features and bird perching areas. If any sun screens are used, coordinate access requirements to clean windows.

10. Design professional to explore alternate options for location and placement for rooftop HVAC equipment, except small exhaust fans. Equipment shall be fully screened from view including economizers, power exhausts and other accessories. Screens shall be integrated into the architectural design, matching the building in material and scale.

11. Design professional to explore alternate options for providing HVAC equipment that can be serviced during school hours.

12. Locate mechanical equipment in a manner to minimize noise transmission into occupied spaces.

13. Exterior soffits to be a solid surface with insect screens at vent. Do not use perforated metal.

14. Design Professional to include requirements for a bronze dedication plaque to be mounted on a low profile concrete monument in the landscape area for new buildings. Coordinate with District Project Manager for approval of proposed text, location, and size.

15. All structural assemblies that penetrate the roofing due to a connection into the structure must be completely capped with no holes and openings to allow for water intrusion into the building.

16. Require contractor to provide coordination drawings signed by all MEP trades confirming mutual coordination to ensure that the Owner receives a complete functional system.

17. Detail and specify at all door and window heads galvanized sheet metal flashing. At jambs and sills if galvanized sheet metal flashing is not detailed, to provide waterproofing of frames to building vapor barrier system.

18. Include a general requirement to provide a complete thermal envelope. Provide schedule for require R values for all locations required. Coordinate installation locations and indicate on all drawings where applicable.

B. Day Lighting

1. Incorporate indirect, diffused, and natural day-lighting. Provide sun protection of windows to avoid direct sunlight and excessive solar heat gain during the summer months. Address glare concerns during winter months. Use clerestory windows to introduce natural light in occupied rooms.

   a. Do not allow direct sunlight into the spaces.
   b. Obtain recommendations from the mechanical engineer on the U values required for the glazing.
   c. Use manufacturer pre-glazed units. Do not specify custom or special-order products.
   d. Provide translucent glazing in toilet rooms, locker rooms, windows above 7 feet above the finished floor and other areas where visibility is a concern.

C. Roofs

1. Sloped metal roofs are to be used wherever practical. Use of low-sloped roofs shall be minimized unless necessary to accommodate rooftop equipment or photovoltaic panels.
2. All roofing to meet the “Cool Roofing” and “Energy Star” roofing criteria.
3. On sloped roofs (3” in 12” or greater) use metal roofing with interlocking standing seems.
4. On low-sloped roofs (½” in 12” to 3” in 12”) Design Professional to make recommendation on proposed type of roofing.
5. The roofing system design shall incorporate all aspects of roof waterproofing, including parapet walls, skylights, flashings, drains, scuppers, gutters, downspouts, etc. Comply with current NRCA and SMACNA standards.
6. All roof systems must have a Class A Fire-Resistive Rating. The Design Professional must coordinate the entire assembly requirements to achieve Class A rating, not just the roofing membrane. In addition, roofs shall be designed for wind exposures in accordance with CDC designations for specific building locations. Roofing system manufacturer shall submit a wind uplift calculation per ASCE 7-10. Ref. CBC Chapter 15 1504.1.
7. Roofing systems shall be designed for and be specified with a minimum 30-year non-prorated, labor-and-materials warranty for built-up roofing materials, flashings, tile underlayment, standing seam metal and metal wall panels. The same manufacturer is required to provide warranty of all roofing system types on each building including but not

limited to standing seam metal, metal wall panels, low slope built-up roofing, and tile roofing. The manufacturer will provide a notarized letter for each project before the award of roofing contracts stating that all systems will be covered under two (2) year warranty minimum including all transitions between the different roofing types (I.e. standing seam metal to built-up for example). The warranty shall not require the purchase of a manufacturer's maintenance program, and only routine District maintenance involving such tasks as cleaning debris and unclogging roof drains shall be necessary to keep the warranty in place.

8. The roof materials and warranty shall not be considered for value engineering.
9. Design low-sloped roofs to have parapets of 42-inch guard rail height, minimum.
10. Do not allow the use of pitch pockets.
11. When internal roof drains are not avoidable, detail sumps per manufacturer recommendations.
12. Design to prohibit that ability to access the roof by climbing security gates, chain link fences, low walls, planters, trees or other access method.
13. Provide walkway pads to and around rooftop equipment and at roof access ladders or roof access hatches.
14. Roof access to be with a fixed access ladder in a secure location. No external roof ladders. Provide where access to the roof is required for servicing equipment. Design to comply with Cal OSHA requirements.
15. Locate accessories 10-feet from roof edges without parapets and 12 inches from cant strips at parapets.
16. Design to discourage bird perching and nesting.
17. Design roofs to prevent overlap below or above other roofs without adequate clearance for re-roofing, etc.

D. Gutters, Downspouts, and Rainwater Leaders

1. Design rain gutters to be above 10-feet and specify to be 16-gauge, fully soldered, at all roof edges. If gutter must be below 10-feet, then indicate a 16 gauge fully welded gutters.
2. Specify leaf-guards for all gutters.
3. Gutter profile shall be minimum 4" wide with ¾" reveal at lip lower than the building side.
4. Avoid use of internal rainwater leaders. If design necessitates internal roof drain, then the rainwater leader must be exposed in a utility room such as Custodial, storage, mechanical and electrical rooms.

5. Downspouts are to be a minimum of 3” and constructed of schedule 40 galvanized steel pipe. Mount pipe tight to wall to minimize ability to climb.
6. No 90-degree joints allowed; all joints to be straight as possible.
7. Specify indirect connection to storm drain system via drain inlet at downspout discharge.

E. Sheet Metal Flashing and Trim

1. Coping shall slope 1/4” inch per foot minimum to inside of building. Must be fabricated from metal provided by manufacturer of roofing products on building and included in 30-year warranty.
2. Extend flashings minimum of 4” over roofing membrane.
3. Provide 2-part counter flashings (snap-lock) at parapets to ease re-roofing. Fry Reglet products are recommended (www.fryreglet.com).
4. Use round roof penetrations wherever possible and seal with zinc roof jacks (ZincJak by Commercial Innovations or as otherwise recommended by the Design Professional) with stainless steel draw bands. Any penetrations that cannot be flashed with a typical roof jack will need to have a fully welded 22ga metal (Pelican or as otherwise recommended by the Design Professional) hood detail installed on top of a minimum 8” high curb and fully filled with expanding foam. All lines must have a 2” drip bend installed before entering the pelican hood.
5. Roof Accessories
    a. Where the use of tie-offs is unavoidable like sloped roof, tie-offs shall comply with maintenance workers safety requirements per CAL OSHA.
    b. At roof edges provide: guardrails, removable screens (openings cannot exceed 4” x 4”), or glazing systems adequate to withstand required structural loads (as required by DSA) for fall protection.
    c. Roof hatches and roof access ladders shall have telescoping safety ladder posts. Roof hatch shall have a factory applied Kynar finish or powder coated finish.

F. Exterior Finishes

1. Finishes are to be paintable, pre-finished, or if exposed masonry, treat with anti-graffiti coating up to eight-feet high and treat with standard masonry sealer above.
2. Traditional stucco with full scratch and brown coats and integral color or cementitious board with full backing with paint finish are all acceptable exterior finishes.
3. Concrete block is acceptable only if it sealed and painted. Split face block with clear finish is not allowed.

4. If metal siding is used, coordinate details and penetrations to accommodate profile. Details should allow the ability to replace individual panels. Do not use where accessible to touch or subject to vandalism. Metal wall panels are to be pre-finished 22ga galvalume sheet metal with factory applied Kynar baked on coating system.
5. Soffits are to have durable finish.
6. Exterior Insulated Finish System (EIFS) assemblies are not permitted.
7. Glass Fiber Reinforced Concrete (GFRC) assemblies are not permitted.
8. Exterior wood siding or trim are not acceptable.

G. Waterproofing and Vapor Barriers

1. All retaining walls to be detailed with water-stop joints, have waterproofing applied to the entire back-side of wall/foundation, covered with protection board, backfilled with drain rock, and perforated drain pipe below wall-to-foundation joint that is connected to the storm drain system.
2. Design professional to propose recommended method to provide slab moisture and pH mitigation to satisfy the flooring manufacturers' warranty requirements prior to incorporating into the Construction Documents.

H. Ramps, Guards, and Handrails

1. Exterior railing to be non-painted hot-dipped galvanized steel with galvanized finish.
2. Specify guardrails with vertical pickets.
3. Design ramps and railing to discourage skateboarders.

I. Room Numbering, Naming, and Building Signage

1. The Design Professional is to propose room number to the District Project Manager for approval. Room numbering shall be developed early in the design phase so that room numbers on the drawings will match the final room numbers on site.
2. Room numbering to be used for electrical panel labeling, phone assignments, data outlet assignments, smart thermostats, security alarm device addresses and fire alarm device addresses.
3. Room name / numbers and building signage shall be mechanically fastened with vandal-resistant fasteners and reinforced with double-stick tape.
4. Coordinate signage locations with other items that may be in conflict, such as windows adjacent to doors where room identification sign is required to be placed. Signage affixed to windows is to be avoided.

5. Room identification signage is to be identified on all classrooms and non-occupied rooms. Coordinate with the District Project Manager for room names and numbers and use on construction documents.

J. Doors

1. Elementary Campuses:

   a. All exterior doors shall be solid core metal doors with continuous hinges

   b. All Interior doors to be paint grade, solid core wood doors.

2. Middle and High School Campuses:

   a. All exterior doors shall be solid core metal doors with continuous hinges except at high abuse areas such as gym, locker rooms, cafeterias, and alike. Doors in areas of high abuse shall be FRP doors with continuous hinges. Note that FRP doors are limited to a 20-minute label, where rated doors in excess of 20-minutes are required specify solid core metal doors.

   b. Interior doors in office, non-office and non-high abuse areas shall be solid core, paint grade, wood doors.

   c. Interior doors in area of high abuse (such as gyms, locker rooms, student toilet rooms and remote doors subject to vandalism), then doors shall be FRP doors.

3. All FRP doors to have custom factory color.

4. Minimum sized door is 3-foot by 7-foot.

5. No door to be over eight feet high or four feet wide.

6. Doors sizes greater than 3-foot by 7-foot to be increased by 2-inch increments.

7. Door thickness to be 1 ¾ inches, no exceptions.

8. Vision Lite:

   a. Doors shall have a vision light in all locations except utility rooms, custodial office, restrooms, MDF/IDF rooms, locker rooms, and storage rooms.

   b. The vision lights are to be long (approximately 30 inches) and narrow (approximately 6 inches) to allow better visibility while maintaining security. Coordinate actual size with door hardware requirements.

   c. Use small size and fire rated glass at rated doors, tempered ¼ inch glass at all others.

   d. Doors to music practice rooms shall have half glass, insulate as appropriate for acoustic insulation.

9. Do not provide door frames with integrated sidelights or separate sidelights.

K. Concrete Masonry Unit (CMU) Walls

1. Provide furred out walls to accommodate switches, conduits, outlets, etc.
2. At all non-rated walls provide a “block out” opening to run new and future conduit through.
3. Detail connections of steel beams between CMU walls with field welded connection on at least one side to accommodate construction tolerances and work sequence.
4. CMU is to be painted in all cases on the side exposed to weather, or both sides where freestanding and exposed to weather.

L. Door Hardware

1. General: Design Professional to submit completed finished hardware specification to District Project Manager for review and acceptance prior to including in bid documents.
2. Keying: Design Professional to meet with designated District project manager, District locksmith and site personnel to determine keying schedule. The keying schedule is to be incorporated into project specifications prior to bid.
    a. All doors to be fitted with Schlage Everest 29 cores and keyed into the District restricted keyway system. Cylinder cores are to be removable and interchangeable.
    b. All cylinders to be factory keyed and shipped with construction split-key system.
    c. District keying system consists of restricted keyways on a District-wide site grandmaster, utility-master, building master, community key (access to only spaces being used by community) and specific door hierarchy.
    d. Exterior doors to same building and multiple entries to same room are to be keyed alike.
    e. Staff restrooms and workrooms shall be “maisoned” to classroom keyway. (Each teacher should be issued one key that allows access to only his or her classroom, a staff restroom and workroom and exterior entry gate to campus).
    f. All other doors shall be keyed differently within the Site/Grand Master restrictions except for the special use rooms listed above.
    g. Provide key cabinet located in secure room in office.
3. Exit Devices:
    a. Von Duprin, no substitutions allowed.
    b. Heavy-duty touch bar exit rim device.

c. Specify with keyed removable mullion at paired entrances.

d. Vertical rods and concealed rods are not accepted.

e. Specify with keyed dogging cylinder and with pull trim at exterior entrances.

f. All paired doors shall be specified with surface mounted panic devices, keyed removable mullion and set of heavy-duty pull handles with interchangeable cores both inside and out.

4. Lever / Latch-sets:

a. All locksets to be Schlage, “ND” series, in the “Rhodes” design with “Vandlgard” lever at all exterior applications and “Non Vandlgard” at all interior applications.

b. All Classrooms Doors (where exit devices are not required by code) shall have classroom security function; the outside lever can be locked with a key from the inside. The inside lever is always unlocked to allow unrestricted exit:

i) Schlage ND60PD at interior locations.

ii) Schlage ND93 at exterior locations (Vandlgard).

c. All exterior pull handles to be Ives #VR910-NL and #VR910-DT on non-active leaf on pair of doors.

d. All Student Toilet Room doors shall be specified to have Schlage L9460P 503 626 x 03A 626 lever-set with function XL11-886. Also include push plates with cutout around the fixed exterior side lever. Students must not be able to lock themselves in room.

e. All Staff Toilet Rooms without toilet partitions shall be specified to have a Schlage ND85PD Faculty Restroom Lock function lockset with modification to enable only a push function and disable the “push and twist” function.

f. All interior Office doors to be specified as Schlage ND70PD, to have no button function on one side and keyed cylinder on other side.

g. All Storage rooms to be specified as Schlage ND80PD on interior doors and ND96PD on exterior doors. They are to have a lever that locks automatically when door is shut, but releasable from interior and keyed cylinder on other side. Only to be used on true storage rooms.

5. Door Closers:

a. All doors to have LCN #4041 EDA-TB heavy-duty, door closures. No substitutions. Long arm is required where wide throw hinges are required.

6. Hinges:

a. All exterior doors are to be full length, mortised, continuous hinges. Note that if there is an obstruction of more than 2 13/16”

preventing door from opening 180 degrees or against adjoining wall, then specify wide-throw butts with ball bearings. Specify four wide-throw butts for a standard height door.

b. All FRP doors are to have full length, mortised, heavy-duty, continuous hinges. Note that if a throw greater than 2 13/16" is required, then FRP door cannot be utilized. Also, FRP doors are limited to a 20-minute label. When label is required specify stainless steel hinge.

c. All interior doors to have ball bearing butt hinges.

7. Hold Opens:

a. All exterior doors are to have magnetic wall mounted door hold-opens where code permits. Mount high on wall.

b. All primary interior doors on campuses with interior corridors shall have wall mounted door hold-opens where code permits.

8. Weather Stripping:

a. All exterior doors are to be fitted with brush-style, 45-degree, weather-stripping.

9. Door Louvers:

a. All exterior door louvers to be heavy duty vandal resistant.

10. Accessories:

a. Specify custom heavy-duty hasp on student toilet room doors that will allow the custodian to pad-lock open the doors during occupied hours.

b. Specify kick plates at the base of non-FRP doors that are subject to abuse, such as kitchen, storage rooms, custodian rooms, etc.

c. All exterior locksets to be equipped with Trimco "Cylindrical Lock-guard" #1083-6.

M. Windows and Glazing

1. Exterior windows to be Low-E, dual pane, with thermal break and to be constructed of clear anodized extruded aluminum.

2. Dual pane glazing to be standardized in size for ease of replacement.

a. Specify no more than six (6) sizes.

3. Specify heavy duty stainless steel hinges and handles on windows. No plastic hardware.

4. Specify operable window sections in all rooms with screen on interior side of glazing.

5. Do not specify awning windows.

6. Design cross ventilation when possible with high/low openings.

7. All glazing is to be low-E and lightly tinted. No dark tinted glazing.

8. Use fire rated glazing only when other options are not available. Use wire glass or fire doors before using fire rated glazing. Consider eliminating windows that require fire rated glazing. Avoid need for fire sprinklers water curtains to protect openings.

9. Provide a standard minimum sill height of 38-inches, except at windows at lobbies, entries, special use rooms, service and point-of-sale interaction.

N. Ceilings

1. Specify standard acoustical ceiling system per the outline specifications in standard rooms such as classrooms and offices.

2. In areas where more decretive ceilings are appropriate such as lobbies and conference rooms, it is acceptable to use more expensive ceiling systems. Coordinate project specific locations with District Project Manager.

3. Do not specify twelve-inch square acoustical ceiling tiles on new construction projects.

4. Do not use fire rated acoustical suspended ceilings.

5. Exposed MEP is only allowed in Gyms, Utility rooms, Storage rooms, IDF rooms, and MDF rooms. In MDF and IDF rooms do not locate any wet plumbing lines. All exposed piping, ducts and conduits are to be painted.

6. No exposed insulation.

7. Coordinate requirements and locations for access hatches on hard ceilings with MEP and show all on reflected ceiling plan.

O. Acoustical Treatment

1. Architectural acoustical treatment is required at all spaces. Acoustical ceilings are the minimum requirement. Carpet and sound absorbing wall panels may be used in lieu of acoustical ceilings.

2. Specify acoustical metal decking when exposed in locations with acoustical requirements.

3. Provide sound insulation in all walls at occupied locations. Fill wall cavities completely.

4. Extend wall framing with sound insulation to room or underside of floor above at conference rooms, office spaces and other areas where sound transition is a concern, but sound walls are not necessary.

5. Provide staggered stud sound walls in areas where sound transmission is a concern such as occupied areas adjacent to STEM labs, auditoriums, music rooms, music practice rooms, shops, and toilet rooms.

6. Mitigate noise from mechanical equipment. Coordinate with mechanical equipment provisions for sound deadening.

P. Interior Wall Finishes

1. Specify and detail durable, low maintenance interior finishes.
2. All gypsum board to be Type 'X' 5/8-inch minimum.
3. Interior corridors, locker rooms and other areas of high abuse are to have reinforced gypsum wall board with vandal resistant corner guards.
4. Specify vandal-proof corner guards in interior corridors.
5. Specify impact resistant plastic laminate panels with concealed spline in sport facilities that do not have concrete or masonry walls.
6. Do not specify plaster faced gypsum board.
7. Specify chair rails in classrooms and high traffic areas. Confirm with the District Project Manager on locations.
8. Provide design patterns using accent tile colors and indicate pattern on plans.

Q. Color Selection

1. The Design Professional is to propose color selections in the Design Development phase. All color selections are to be finalized prior to the completion of the construction documents and included in the bid documents.

R. Flooring

1. Toilet rooms to have epoxy with integral base transition to wall tiles.
2. Locker rooms Custodial, and shops to have a sealed concrete finish with coved transition to exposed 6" sealed concrete curb.

   Portion of Kindergarten room to have Luxury Vinyl Tile floors with 4" top set base. The remaining portion of the Kindergarten is to be "carpet". Classrooms, Offices, and Interior corridors to have "carpet" or VCTT (Vinyl Cushioned Tufted Textile) to have 4" top-set rubber base. At areas where carpet is required, specify integrated walk-off mats at exterior door locations for six-feet walk-off minimum by six-feet area.
3. Provide design patterns using accent colors at classroom doors and other appropriate areas.
4. Kitchens to have epoxy flooring with integrated 6" base that abuts the bottom of the FRP panels.

S. Marker Boards

1. Provide (2) 8-foot marker boards in all classrooms and conference rooms.
2. Install bottom no higher than 36" above finished floor.

T. Window Coverings

1. Manual operated heavy-duty roller shades shall be provided at offices, conference rooms, nurse's room, classrooms, libraries, and other areas where appropriate.

2. No shades are required at high windows.
3. Do not specify motorized shades.
4. Do not provide shades in gyms.
5. Specify black-out shades in certain science labs and performing arts areas.

U. Toilet Rooms and Accessories

1. The following requirements are for standard toilet rooms:
   a. All accessories are Contractor Furnished Contractor Installed (CFCI), unless noted otherwise below. All accessories to be surface mounted and not recessed.
   b. Mirrors in toilet rooms are to be Frameless Stainless Steel.
   c. Design toilet rooms to prevent visibility into the toilet room with consideration given to the line-of-sight visibility of mirrors.
   d. Paper towel dispensers at all student toilet rooms, staff toilet rooms, classroom sinks, and Kitchen hand sink. Dispensers to be OFCI.
   e. Accommodate location for District furnished waste receptacle at door.
   f. Soap Dispensers to be manual / push button operated and wall-mounted. Locate adjacent to sink so that soap dispenses into the sink. Dispensers to be OFCI.
   g. Protective Seat Covers at student (high school only), staff and public (non-student only) toilet rooms. Seat cover dispensers to be OFCI.
   h. Feminine Napkin Disposal, one per stall.
   i. Non-accessible stalls:
      i) Specify surface mounted multi-roll toilet paper dispensers. Dispensers to be OFCI.
      ii) Individual accessories preferred over one combined accessory. Specify surface mounted partition accessories in lieu of accessories that require cutting the partition or double-sided accessories.
   j. Accessible stalls:
      i) Specify accessible standard sized multi-roll toilet paper dispenser. Dispensers to be OFCI.

V. Architectural Woodwork / Casework

1. Acceptable finishes are wood veneer and plastic laminate.
2. Use common woods such as birch, fir, and maple. Do not use exotic or scarce woods.

3. Use plastic laminate or solid phenolic countertops. Provide backsplashes where countertops are susceptible to water damage such as art rooms and sink cabinets.

W. Fire Extinguishers

1. All required fire extinguishers are to be included in the construction contract and installed in semi-recessed fire extinguisher cabinets. Locate in appropriate wall types; wall-mounted cabinets are to be avoided due to accessibility clearance requirements.
2. Provide pre-finished steel lockable cabinets with breakable glass in the door.

X. Lockers

1. Provide for staff food service workers and athletic facilities.
2. Develop numbering system that does not repeat locker numbers, even if the lockers are in different rooms.

Y. Vertical Circulation

1. Building Stairs:
   a. Stair risers must be solid.
2. Elevators:
   a. Design Professional shall coordinate any required devices in the elevator shaft such as: smoke detectors, heat detectors, and fire sprinklers with the elevator manufacturer, California Building Code, and the State Elevator Inspector.
   b. Elevator cabs shall be sized to accommodate standard gurneys.
   c. Provide flooring for cab, include on finish schedule on the Drawings.
   d. Elevator equipment room and shaft to be rated per code requirements. Size rooms of sufficient size to accommodate the specified manufacturer's equipment.
   e. Do not run conduit, water lines, roof drains, or other utility not serving the elevator in elevator equipment room.
3. Accessibility Lifts:
   a. Avoid the use of lifts whenever possible. Lifts are not allowed in new construction.

V. Mechanical Requirements

A. General Requirements

1. The HVAC system shall comply with the current California Code of Regulations, T-24, the standards of ASHRAE and NFPA as well as the

requirements of local authorities having jurisdiction including but not limited to the county health department for kitchens, air quality management district for emissions and permitting related to boilers, City and County Pollution Control District and Fire Departments for Hazardous materials storage and distribution. Comply with the other provisions of these Facility Design Standards.

2. District encourages the designs to improve on the code required minimum performance to extend life cycle cost effectiveness. Consult with the local utility companies and District Project Manager to take maximum advantage of incentives for higher efficiency.

3. All applicable projects are to be designed to be able to obtain CHPS certification. Discuss potential project CHPS requirements with the District Project Manager early in Schematic Design Phase.

4. Refer to Part 8 for the outline specifications for products, materials, and installation standards.

5. The proposed HVAC design solution shall be presented to the District Project Manager in a narrative form with equipment catalogue cuts and any drawings or diagrams to amplify or explain approach. This should be done in the preliminary schematic design phase. Design shall not proceed until the approach and preliminary schematic design is reviewed and accepted by the District Project Manager.

6. The Design Professional is to meet with the District Project Manager to help develop phasing schedule and coordinate system design for construction phasing requirements. The goal is to minimize impact to campus operations and allow for functioning systems during construction. The Design Professional is to review mechanical as-built drawings, conduct independent site investigations and evaluate existing conditions. Incorporate findings into the Field Report due at the end of the Schematic Design phase and update as necessary in subsequent submittals.

7. Assure maintenance and accessibility provisions for servicing and replacement.

    a. Fixed ladders and roof hatches shall be incorporated in projects where regular access to the roof is required for servicing equipment. Comply with Cal OSHA requirements.

    b. Provide adequate working space around equipment for servicing. Coordinate with architectural drawings for required clearance striping and indicate on drawings.

    c. If components requiring regular service are located above ceiling, they shall be accessible from the floor via portable ladder through access doors or removable ceiling tiles of adequate size to accommodate requirements of servicing.

d. Layout equipment and equipment rooms in a manner which allows for ease of filter replacements, equipment maintenance and replacement. Ensure design provides access for equipment removal and replacement including adequate door size, and space for a lift.

8. Locate rooftop equipment, of any sort, such that guardrails are not required at roof edges.

9. Locate mechanical equipment in a manner to minimize noise transmission into occupied spaces. Use vibration isolation, concrete pads, insulated ductwork, and flexible duct connections.

10. Filter sizes shall be standard sizes and shall be limited to the minimum number of different sizes as much as practical.

11. Equipment associated with the HVAC system shall be screened from view.

12. For rooms housing the MDF and IDF, provide dedicated air conditioning unit (no mini split) with local controls and gravity drain condensate line with no pump.

B. HVAC System Design Criteria

1. Design campus with heating, ventilation and air conditioning in all occupied spaces. No heating or air conditioning is required in storage rooms or custodian closets. Also, no air condition in student toilet rooms with exterior doors.

2. HVAC systems shall primarily be individual rooftop packaged electric units and possibly small split units to service special use areas such as a computer server room. Specify radiant heaters to service shops and student toilet rooms with exterior doors. Specify rooftop package units with electric heat and DX cooling in locker rooms. Multi-zone units and evaporative coolers are not acceptable.

3. Design Professional to design system around Carrier, Bryant and Trane units for the layout, weight, size and performance criteria (see outline specifications for additional material and equipment information).

4. Systems shall be properly zoned according to exposure and occupancy usage. Specify an individual unit for each exposure/occupancy zone. Each classroom shall have its own individual unit. No more than 4 like offices on the same exposure on the same zone. Consider VRF systems for buildings with multiple small zone requirements such as administrative offices. Use of VRF systems shall be discussed with the District Project Manager early in Schematic Design Phase, and approved, prior to use on projects

5. Airside economizers shall be provided for each system 1200 CFM or greater in size.

6. Rooftop packaged electric HVAC units and outdoor air-cooled condensing units shall have an efficiency rating higher than that required by Title 24.

7. High efficiency type motors shall be specified for all HVAC equipment and exhaust fans.

8. Areas such as auto shops that have large roll-up doors, which are often open, shall not have forced air heating systems.

9. When rooftop packaged electric units or outdoor air-cooled condensing units are used, heavy gauge expanded metal vandal guards shall be specified on the units to protect the condenser coils and fins.

C. HVAC Load Calculations Criteria

1. Heating and cooling load calculations shall be performed using a computerized load calculation program that is ASHRAE-based as required by Title 24. Equipment shall be sized and selected to handle the heating and cooling loads calculated, and per the requirements of Title 24.

2. Outdoor design conditions shall be as required by Title 24 and ASHRAE, which are as follows: Winter: 28°F; Summer: 100°F dry bulb/70°F mean coincident wet bulb, and 71°F design wet bulb.

3. Indoor design conditions shall be as required by Title 24 and ASHRAE.

4. District standard thermostat settings are Heating: 68°F; Cooling: 73°F

D. Ventilation Criteria

1. Minimum outside air rates delivered to the occupied spaces shall be in accordance with Title 24/ASHRAE Standard 62.

2. “Demand Control Ventilation” (CO2 control) of minimum outside air delivery rate shall be used on high occupancy spaces, including multipurpose rooms, cafeterias, gymnasiums, libraries, and theaters. Provide override for humidity control. Require contractor to calibrate CO2 sensors and commissioning consultants review and confirmation of proper calibration.

3. Minimum supply air circulation rates shall be as follows: corridors, storage rooms: .5 CFM/SF; locker rooms: 2.0 CFM/SF; classrooms, multipurpose rooms, cafeterias: 1.5 CFM/SF; administrative offices, libraries, theaters: 1.2 CFM/SF; gymnasiums: 1.0 CFM/SF.

4. Locker rooms to utilize 100% outside air.

E. Exhaust Criteria

1. Student toilet rooms shall be exhausted at a rate of 15 air changes per hour and be held at a negative pressure. Fan to be interlocked with lights with a 15-minute time delay. Provide a keyed switch override.

2. Custodial closets and dark rooms shall be exhausted at a rate of 20 air changes per hour, be held at a negative pressure and be manually switched. Fan to be interlocked with lights and have a 15 minute time delay. Provide a switch override.

3. Exhaust for specialty areas such as shops, kitchen hoods, art classroom kilns, shop welding areas, woodshop sawdust collection systems, science classroom hoods and other career technical educational (CTE) spaces shall be suitable for functions in the space. Rooms with noxious fumes that cannot be controlled with source capture systems shall be fully exhausted. In science classrooms and science prep rooms, specify a manually switched general space exhaust system sized for 10 air changes per hour.

4. Areas with fume hoods shall have exhaust fans with VFD control and smart controller to adjust exhaust speed during non-occupied hours to save energy. The exhaust fan should be tied to fume hood exhaust valves (similar to Phoenix control venturi valves) inside the labs with occupancy sensors to determine occupancy status. Maintain labs at negative pressure and maintain surrounding areas at positive pressure to avoid a hyper negative state that may impact code required door hardware functions. Coordinate operation in control sequence for fume hood, HVAC and fire alarm systems. Review proposed sequence of operations and coordinated operation with District Project Manager.

F. Acoustic Criteria

1. Noise and vibration control are required for mechanical systems and are critical for the instructional environment. HVAC system must comply with the latest edition of ASHRAE Applications, Chapter 48, Noise and Vibration Control and additional measures required to meet CHPS criteria. AE to consult with an acoustical specialist to validate that the mechanical systems are in compliance with required noise criteria.

2. Internally line, with acoustic duct liner, supply and return ducts for a minimum of 10-feet from HVAC units and exhaust fans, except for moist airstreams such as evaporative cooling, shower exhaust, grease ducts, and the like, that are not suitable for internal lining. On larger air handling systems, acoustical lining may be insufficient and sound traps, heavier gage sheet metal and other strategies may be necessary including vibration isolation of prime movers and distribution. The design professional is to provide adequate details and plan notes to ensure proper bidding and installation.

3. Transfer ducts or grilles between adjacent classrooms, offices and noise sensitive spaces, shall have offsets and acoustical lining to control noise. Do not use transfer air between toilet rooms and occupied spaces.

4. If rooftop units are incorporated, the units shall be generally mounted on spring curbs unless 4-ton capacity or less on moderately stiff roofs. Comply with ASHRAE Acoustical and Vibration guidelines, which recommend spring deflection to be a minimum of 10 times maximum roof deflection at the support points of the HVAC units. One-piece curbs are preferred. Curb top shall be a minimum of 8-inches above the roof surface. Coordinate curb height requirements with roofing warranty requirements.

5. HVAC equipment shall be located carefully to minimize noise transmission into adjacent occupied spaces. When equipment is mounted outdoors or is inside behind louvered surfaces and adjacent a property line or building, the potential exists to transfer unwanted noise to adjacent buildings or neighbors. Design must incorporate the appropriate acoustic design to avoid noise transmission. Caution must be taken to verify local requirements and design systems to be under the thresholds.

6. Specify two (2) layers of ½" gypsum board lining directly on the roof and inside the curb of all rooftop HVAC units.

G. Indoor Air Quality

1. Minimum outside air rates shall be in accordance with Title 24 or ASHRAE Standard 62, whichever is more stringent.
2. Locate outside air intakes away from pollutant sources.
3. Design local exhaust at indoor pollutant sources.
4. Specify low VOC duct materials and duct sealants, as defined in CalGreen.
5. Specify a 72-hour pre-occupancy building purge at system start-up. Run heating cycle on full continuously for 72-hours with all exhaust fans on.
6. Design control systems to provide the Title 24 required daily pre-occupancy purge cycle.

H. Ductwork and Air Distribution

1. Duct systems shall be designed in accordance with ASHRAE and SMACNA standards, and per applicable codes. Duct systems shall be designed for quiet and efficient system operation.
2. Ductwork shall be galvanized steel or aluminum where air distribution components shall be used in wet areas or when handling moist air.
3. Do not include any fiberglass ductboard in design.
4. Specify access doors in all sections of ductwork that are internally lined, to allow for cleaning of the duct liner. Coordinate locations of required access doors with all other required access hatches and items that may impede access such as piping and electrical conduits.

All required access hatches are to be shown on the architectural reflected ceiling plans and fully coordinated.

5. Avoid remote damper controls. If necessary, indicate and coordinate location with architectural.

6. All ductwork is to be sealed after fabrication and until in service per CHPS requirements.

7. Exterior ductwork is prohibited unless specifically approved by the District Project Manager in writing.

8. Ductwork is preferred to be concealed, however exposed ducts may be used when architecturally appropriate and as long as they don't interfere with sightlines or lighting/sprinklers. Exposed ductwork shall be painted. Round ductwork is preferred for exposed duct.

9. Flexible ductwork may be used for the last 7-8 feet of a distribution run to connect ceiling inlets and outlets in suspended ceilings.

10. Velocity of ductwork shall be limited to the recommendations of SMACNA and not to exceed California Mechanical Code to meet any acoustical criteria for the spaces served.

11. Lower air velocity should be applied at acoustically sensitive rooms.

I. Filtration:

1. See outline specifications for requirements to change filters during construction if equipment is used, to provide new filters after system purge and prior to occupancy and to provide four extra stock filters per unit.

J. Space Pressurization Relief:

1. Specify building pressure relief in all spaces that are pressurized due to minimum outside air introduction or due to economizer outside air introduction. Adequate relief shall be provided so that ADA Door Closure Requirements are met in all rooms. Relief is to be provided by providing HVAC units with accessory modulating power exhaust systems that are controlled by room static pressure.

K. HVAC Controls

1. The HVAC control system shall be Pelican smart thermostats, no approved equals or substitutions.

L. HVAC System Commissioning

1. Coordinate project specific commissioning requirements with the District Project Manager and the District's commission consultant

2. Refer to Part 8 for requirement to specify the coordinated commissioning requirements before the District Project Manager will accept the project as complete. This includes air balancing and

submission of balance reports, acoustical measurements and submission of acoustical reports for noise sensitive areas, final calibration and set points for control systems and components, and training of the District's Maintenance and Operations staff for operating and maintaining the systems prior to occupancy. Also require re-balancing, review of equipment performance and submission of findings on a report to the District Project Manager prior to expiration of two-year warranty. Require a review on site and re-training for maintenance department prior to the end of the warranty period.

VI. Plumbing Requirements

A. General Requirements

1. The Plumbing systems shall comply with the current California Code of Regulations, Title 24, Title 19 and Title 8 as well as the standards of ASPE and NFPA and the requirements of local authorities having jurisdiction including but not limited to the County Health Department, City and County Pollution Control District and Fire Departments for Hazardous materials storage and distribution. Comply with the other provisions of Facility Design Standards.
2. Plumbing System Components shall comply with California Assembly Bill 1953 (effective January 1, 2010). No lead containing materials are allowed.
3. Design systems to be durable, easy to service, water and energy efficient. Should the choice exist between multiple alternatives that all generally achieve the same goals of quality, duty and cost to operate and maintain, the decision shall be made on the basis of a 20 year life cycle cost analysis.
4. All projects are to be designed to be able to obtain CHPS certification. Discuss potential project CHPS requirements with the District Project Manager early in schematic design phase.

B. Plumbing System Commissioning

1. Coordinate project specific commissioning requirements with the District Project Manager and the District's commission consultant as required for CHPS requirements. Ensure critical systems are commissioned such as water heaters, lab areas, gas turrets, and auto flush valves, electrical drinking fountains, and electronic shut off systems, pumps, etc.
2. Coordinate commissioning requirements in specifications with District Commissioning consultant. This includes water balancing and submission of balance reports, domestic water system sterilization and submission of sterilization testing reports, final calibration and set points for control systems and components, and training of the District's Maintenance and Operations staff for operating and maintaining the systems prior to occupancy. Also require re-balancing, review of equipment performance and submission of

findings on a report to the District prior to expiration of two-year warranty. Require a review on site and re-training for maintenance department prior to the end of the warranty period.

3. The District will not accept the project as complete until the commissioning is completed. This includes training of the District's Maintenance and Operations staff for operating and maintaining the systems prior to occupancy.

C. Site Utilities

1. Coordinate requirements with Civil Engineer for points of connection and material transitions.
2. Contact utility providers to determine the site-specific requirements, confirm availability of desired pressure and flow rates and make a recommendation to the District for the most cost effective service connection.
3. Size site utilities to allow for possible future campus expansions. Coordinate with campus master plan requirements.
4. Coordinate fire hydrant locations with the local fire jurisdiction. Include requirement for isolation valves at each hydrant.
5. Confirm the existence of utilities within the project area. At heavily congested locations, critical routing and or points of connection, locating services may be desired in addition to pot-holing in strategic locations. Discuss recommendations of these additional measures with District if the potential exists for interferences that could cause major cost or disruption.
6. Design site water system to be able to by-pass and provide isolation valves of major areas, a minimum of one for each building, at building entrances, or at mains on branch lines to buildings. Valves shall be accessible to maintenance and replacement.
7. Tracer wires shall be provided for all non-metallic underground piping systems.

D. Building Plumbing Systems

1. The project shall be provided with complete interior plumbing systems, connected to site services complying with the requirements of the California Plumbing Code. This may include but is not limited to, domestic cold water, domestic hot water, sanitary sewer and vent, acid waste and vent, grease waste and vent, storm drain, condensate, fuel gas systems and compressed air as needed for the scope of the project.
2. Design Professional to coordinate between the mechanical and plumbing for ventilation requirements and equipment utility provisions.
3. Specify accessible shutoff valves as necessary to insure serviceability of all parts of the domestic cold and hot water systems. This includes

at every main line serving area such as toilet rooms, locker rooms, kitchens, shops, etc. Locate isolation valve in wall with a locking access door.

4. Distribution:

   a. Water:

      i) Calculate adequate water pressure into the building and take into consideration any HVAC equipment that will share the load to ensure the system is properly sized. Design water pressure pumps as may be required.

      ii) Provide water service to all fixtures and outlets that require supply. Design distribution to enable 25 psi to be maintained at furthest flush valve; provide booster systems as required.

      iii) Size piping based on the number of fixture units and demand load curves in the California Plumbing Code (CPC).

      iv) Provide water hammer arrestors for portions of system that may be subject to water hammer, such as for quick closing valves.

      v) Maximum water velocity shall be 5 feet per second for pipes 2 inches and smaller and 7 feet per second for piping 2 ½ inches and larger

      vi) In noise sensitive spaces, the use of Trisolators or similar isolation at support points may be required; consult acoustical engineer.

      vii) Minimum pipe size serving any flush valve shall be 1 ¼ inch. May be reduced in wall cavity to flush valve connection size.

      viii) Design cold water system with shut off valves to enable isolation of distinct areas of the building, such as at each floor and each toilet room. Provide at each piece of equipment (e.g. water heater). Valves shall be accessible to maintenance and replacement.

      ix) Provide trap primers at all floor drains.

      x) Water lines, rainwater leaders, and condensate drain lines shall not pass through electrical rooms, elevator equipment rooms, MDF rooms, or IDF rooms.

      xi) Secondary condensate drain lines shall not daylight in MDF or IDF rooms. Coordinate daylight location with District Project Manager for an acceptable location.

      xii) Provide water filters at labs, kitchens, drinking fountains, ice machines, and other locations as directed by the District Project Manager.

5. Waste and Vent:

a. General:

i) Coordinate the location and placement of gravity systems to ensure contractor has the ability to properly obtain flow as required per code and to ensure the system operates correctly. These types of systems are to be coordinated in advance by the Design Professionals. Schematic diagrams are acceptable provided they are constructible. In areas where there are space restrictions, provide dimensioned details to provide guidance to the contractor.

ii) Design Professional is to coordinate with the architectural and structural when designing waste and vent line locations to avoid conflicts such as curtain walls, beams, columns, soffit framing, finished ceilings, ducts, etc.

iii) The use of low-flow fixtures affects the slope required for waste lines. Waste lines shall be designed with slopes to exceed code required minimums at low-flow fixtures whenever possible. The Design Professional is to determine the slope necessary for complete flushing of the waste lines.

iv) Cleanouts shall be provided above all urinals, under sinks and elsewhere required by code. Exterior cleanouts are preferred over interior cleanouts. Exterior cleanouts shall be installed in grade boxes, flush with surface. Interior cleanouts shall be arranged to avoid finished public or student areas. If unavoidable, shall be fit with suitable top and located to be as unobtrusive as possible, yet functional for its intended use.

v) In addition to the chemical waste and grease waste below, other waste streams may be subject to regulatory oversight and may require pre-treatment such as automotive technology drains, chemistry lab drains and other applications using and potentially discharging regulated chemicals or substances.

vi) Interceptors shall be located in non-public areas and in a manner that they may be effectively inspected and cleaned. Interceptors shall be separately vented.

vii) Vent lines shall not terminate at locations which will cause objectionable odors to the public, passersby, or the building occupants.

b. Chemical Waste and Vent:

i) Consult with local department of public works relative to waste disposal requirements for chemical waste.

Provide neutralization system if required and or sampling box. Design Professionals are to confirm the requirements with the local jurisdiction.

ii) Chemical waste and vent system shall be independent of other waste and vent systems. Locate in non-public areas.

c. Grease Waste:

i) Consult with local department of public works relative to waste disposal requirements for grease waste. Provide trap of size as required to meet demand and local requirements of jurisdiction. Health department approval may be required. Locate.

ii) Locate the grease traps for kitchens at the exterior of building, in non-public areas preferably in the utility yard.

6. Storm Drain:

a. Storm drain systems shall be piped to underground. Coordinate with Civil engineer for points of connection, pipe size, and material transitions. Provide roof drains and overflow drains compatible with roof system.

b. Design for a minimum of 3-inches per hour rainfall.

c. Insulate rainwater leaders and bodies of roof drains in areas subject to condensation.

7. Compressed Air:

a. If required for curriculum or for staff use, verify demand and pressure requirements with District Project Manager.

b. Compressors shall be duplex, tank mounted and located within secure mechanical spaces whenever possible. Provide dryer and filters. Contractor shall be responsible for all operating permits.

c. Compressors shall be on grade, roof mounting is not acceptable.

d. Piping shall be sloped to facilitate drainage and shall be provided with end use connectors needed for required function.

e. Provide double 3-foot-wide doors for access to air compressors.

8. Water Heating:

a. High efficiency water heaters including solar thermal and heat pump water heaters should be evaluated as part of the overall sustainable strategy and CHPS goals.

b. In general, hot water is required at the following locations: staff toilet rooms, food service areas (kitchens, snack bars), staff dining area, kindergarten work room sinks, science

classrooms, labs, teacher's workroom and special education classrooms. Sinks in student toilet rooms and classrooms are to have cold water only. Verify with designated District Representative possible additional locations that may require hot and cold water at sinks.

c. In general, electric-fired storage type water heaters shall be used for domestic hot water production, except where gas is not available, or in cases of small load or remote location which warrants small under counter instantaneous type water heaters.

d. All water heaters must be able to fit through doorways where located to accommodate replacement.

e. Electric water heaters shall not be installed within custodial closets.

f. Hot water heaters shall be located as close to the point of use as possible and set at temperatures to minimize bacterial growth.

g. Domestic hot water temperatures shall be 120 degrees F storage at the tank and 110 degrees F delivery from the fixture. Hot water for kitchens shall be 140 degrees F, and for commercial kitchen dishwashers shall be 160-180 degrees F, or as required by the dishwasher manufacturer.

h. Provide tempering valves as required to limit discharge temperature at student and public uses. Provide 90 degrees maximum water temperature at locations where toddlers will be able to access.

i. The sizing of domestic water heaters for locker rooms shall be determined with a diversity factor to the hot water demand calculations, thereby limiting water heater size.

j. Locker and shower room water heating system shall be of the separate water heater and storage tank type with hot water recirculation system and thermal expansion tank, and shall be dedicated for student shower areas. Coach's functions shall be served by separate dedicated water heater.

k. Water heaters shall be certified by the California Energy Commission and meet the requirements of Title 24, and if gas fired, the requirements of the Air Quality Management District.

l. Where hot water return pumps are used for recirculation of domestic hot water, such pumps shall be controlled by an electric time clock to prevent unnecessary operation after hours. A recirculation system with pump and aquastat is required.

E. Fixtures:

1. Refer to Part 8 Specifications for specific fixture requirements.

2. Fixtures must comply with State water conservation guidelines and efficiency standards in effect.
3. Comply with California and Federal accessibility standards and lead-free standards.
4. Provide IPS inlet angle stops (loose-key, lock-shield) and braided flexible supply lines for water supplies to faucets. Inlets to flush valves shall be threaded brass piping with either chrome plating on exposed sections or chrome plated metal sleeve and escutcheons to cover.
5. P-traps shall be L.A. pattern cast brass with galvanized nipple trap arm and chromium plated brass casing.
    a. ADA trap and supply covers shall be provided where required.
    b. Incorporate water hammer arrestors where quick closing valves are incorporated such as flush valves.
6. Water Closets:
    a. In standard toilet rooms, water closets shall be high efficiency (HET) type with manual flush valves. Wall mounted, vitreous china with siphon jet action and elongated bowl with open front seat, in both ADA and non-ADA compliant configurations as applicable.
    b. Coordinate wall requirements with Architect to ensure adequate space for specified carriers. Coordinate with architectural interior elevations for mounting heights.
7. Urinals:
    a. In standard toilet rooms, urinals shall be wall mounted vitreous china with wash down action, in both accessible and non-accessible configurations.
8. Lavatories:
    a. In all toilet rooms, lavatories shall be wall mounted enameled cast iron with manual flush valves and concealed arm brackets.
    b. Food Service restroom lavatories and hand wash sinks within food service spaces shall be provided where required to meet health department requirements.
9. Sinks:
    a. Sinks shall be enameled cast iron under-counter mounted type unless noted otherwise.
    b. Sinks shall be accessible, single bowl, with lever handle gooseneck faucet.
    c. Kitchen, Break Room or pantry sinks shall be accessible, single bowl, with lever handle mixing faucet, spray and 3/4 horse-power garbage disposal. Engineer shall confirm garbage disposal requirements with local health department.

d. Specify floor sinks to service kitchen equipment and ice machines that may be required per education specifications. Note that if required, ensure that the ice machine has remote condensing coil.

e. Do not specify gang-sinks.

f. Clay traps shall be installed at all art room sinks.

10. Specify garbage disposals in kitchen sinks, sinks in teacher's lunchroom, and as required by the local Health Code. Specify a minimum 2" waste line at all garbage disposal locations.

11. Sinks used for special programs such as art and ceramics, agricultural and other uses that may involve large particulates, shall be equipped with solids interceptors. Special purpose sinks may be stainless steel as they are available in more sizes and configurations.

12. Science room sinks shall be under-counter, corrosion resistant resin type.

    a. Science room sinks shall be accessible single bowl, hot and cold water, with serrated hose nozzle gooseneck faucet and integral vacuum breaker. Do not allow laboratory casework manufacture to provide their standard plumbing fixtures.

13. Service Sinks shall be corner floor mount enameled cast iron or terrazzo type, with lever handle faucet with integral stops and vacuum breaker, pail hook, hose and vinyl rim guard.

14. Hose Bibs:

    a. Specify hose bibs on the roof for cleaning of roof mounted HVAC equipment, and photovoltaic arrays, etc. Specify a hose bib at each building and at equipment wells. The rooftop hose bibs shall be loose-key with a secure remote shut off valve and have an anti-freeze valve with drainage system to prevent water from freezing in pipe. AE to specify vandal resistant design. Provide details to ensure solid, secure, and vandal resistant mounting of the hose bibs (ie: in a lockable compartment or comparable solution).

    b. Specify exterior hose bibs around the perimeter of buildings at intervals that allow a 100-foot hose to reach all areas of the building exterior for window washing, etc. Hose bibs shall be loose key, non-freeze type. Shut off valves to any hose bibs / sinks to be in lockable compartment or comparable solution with recessed flush doors.

    c. Interior Hose Bibs shall be standard wall flange type with loose key operation.

        i) Locations:

            a) Multiple-user toilet rooms: under lavatory, one per restroom. Chrome plated.

b) Locker Rooms: Locate in Custodial closet where it will be accessible for use throughout entire locker area.

c) Custodial Rooms: above service sink to accommodate cleaning product dispenser system.

15. Emergency Fixtures:

    a. Where required to meet the intent of the code (CCR, Title 8, Section 5162), and elsewhere as directed by the District, provide emergency combination drench showers and eyewash stations. Provide 48”x36” heavy duty ADA compliant metal grate floor drain and alarm actuated from flow switch to tie to local alarm. Provide tempering system as required to meet ANSI standards.

16. Miscellaneous Fixtures:

    a. Gas turrets shall be provided adjacent to student and staff science sinks and shall have a check valve and vandal resistant anchor. Do not allow laboratory casework manufacture to provide their standard plumbing fixtures.

    b. Ensure all lab plumbing fixtures at the ADA accessible station are fully code compliant.

    c. At all refrigerator locations provide wall mount recessed box type cold water supplies

    d. Clothes washer locations shall be provided with wall mount recess box type supply and drain with integral water hammer arrestors.

    e. Coordinate dryer vents for dryer locations.

17. Floor Drains:

    a. Coordinate drain locations with architectural and structural to avoid conflicts and ensure proper drainage while maintaining ADA compliance.

    b. Floor drains shall be square strainer type for tiled areas and round strainer type for poured surface areas.

    c. Floor drains shall be provided with an automatic trap priming system.

    d. Provide floor drains in all toilet rooms, kitchens, custodial closets, mechanical rooms, shower rooms, laundry areas, and adjacent non-carpeted drying areas. Where more than 4 water closets or urinals are provided, two drains shall be used.

18. Floor Sinks:
    a. Floor sinks used for condensate shall be 3/4 grate type or as appropriate to accommodate service line(s), with trap seal primer connection and 2-inch minimum outlet.
    b. Provide floor sink for ice maker machines, coordinate with local health department.
    c. Floor sinks used for the Kitchen 3-compartment sink and for ice maker machines shall be 3/4 grate type, and with 3-inch outlet.
    d. Floor sinks shall be provided with an automatic trap priming system.
19. Showers:
    a. Staff showers shall be recessed mount, thermostatic mixing valve actuation, accessible.
    b. Provide central thermostatic mixing “valve station” upstream of a gang of showers to control water delivery temperature to the mixing valve at 120˚F.
20. Drinking Fountains:
    a. Interior drinking fountains shall be dual height 14-gauge stainless steel. Provide refrigerated type at interior locations such as foyer or lobby to main Gym, Theaters or other areas confirmed by the District Project Manager. Coordinated specific project requirements with the District Project Manager and if hydration station should also be provided. Exterior drinking fountains shall be dual height 14-gauge stainless steel non-refrigerated type. Coordinate specific project requirements with the District Project Manager and if hydration station should also be provided.
    b. Provide water hammer arrestors at drinking fountains.
21. Escutcheons:
    a. Require one-piece (non-spilt-type).
    b. Install escutcheons for piping penetrations of walls, ceilings, and finished floors.
    c. Install escutcheons with ID to closely fit around pipe, tube, and insulation of insulated piping and with OD that completely covers opening.
22. Valves:
    a. All valves to be heavy duty type. Do not specify any plastic valves.
    b. All domestic water shut-off valves are to be the square nut type operated by square “T”-bar shut-off tool.

F. HVAC System Plumbing Connections

1. Provide condensate trap at each mechanical cooling unit. Condensate piping shall discharge to a roof receptor, floor sink, or service sinks with an air gap termination (no indirect waste trap connections).
2. Condensate shall drain by gravity. Condensate lift pumps shall only be used where absolutely necessary and after approval by the District Project Manager.
3. Secondary overflow condensate shall terminate through ceiling with a polished chrome escutcheon centered above a sink or other fixture such that an overflow condition will not cause damage to floors or other surfaces. If such a discharge point is not available, then coordinate an acceptable location with the District Project Manager. Secondary overflow condensate shall not discharge within an IDF or MDF room.
4. Provide backflow preventer at each makeup water connection.
5. Interior, RP backflow preventers shall be equipped with indirect drain piped to nearest floor drain or floor sink.

G. Fire Sprinkler Systems:

1. The sprinkler system shall be a single interlocked pre-action system. Design in accordance with all local codes and ordinances, and per the requirements of NFPA (latest edition) for both site water supply and building sprinkler systems. Coordinate fire line tie-in, size requirements, backflow prevention, post indicator valve and remote pumper location with local fire jurisdiction.
2. Determine actual static and residual pressure for the site prior to designing system service.
3. Comply with requirements of SB 575.

VII. Electrical Requirements

A. Confirmation of Site Service

1. Design Professional to confirm if the existing electrical service is adequate to service the proposed new building(s). Incorporate findings into the Field Report due at the end of the Schematic Design phase and update as necessary in subsequent submittals.
2. Design Professional to confirm if the existing phone, data, and cable service is adequate to service the proposed new building(s). Incorporate findings into the Field Report due at the end of the Schematic Design phase and update as necessary in subsequent submittals.

B. Campus Site Electrical Service

1. Site primary service design and location must be coordinated with and approved by utility provider. Final utility company provider commitment requirements shall be incorporated into project requirements by Design Professional prior to bid. Design Professional shall be required to obtain written approval from utility company provider. Verify availability of voltage and phase.
2. Design Professional to obtain approval of electrical service location from District Project Manager prior to system design.
3. Locate switchgear and transformer in a fully secure utility yard with concrete housekeeping pad. (See Architectural for requirements of enclosure.) Obtain approval of proposed location prior to proceeding with construction documents.
4. If a new site service is required, then specify a minimum of a 2,000-amp service. Increase size of service if necessary to accommodate all facility loads plus future loads of any master planned additions and the required master planned additional portable classrooms. Service size shall accommodate current connected load with minimum spare capacity of 25%. Main circuit breaker should be 100% rated. Additional spare capacity should be provided if known future growth is anticipated.

C. Electrical Distribution

1. Step-down transformers to be located at individual buildings for 480/277 volts or higher distribution systems. Electrical engineer to recommend K-rating of energy efficient transformers depending on location, loads and types of loads.
2. Include spare conduits with pull ropes in all conduit duct banks. The number, size and termination points of the spare conduits need to be determined specific for each campus layout. The Design Professional is to meet with the District Project Manager prior to finalizing the DSA submittal set to determine the specifics. All spare conduit to be capped with appropriate fitting, not duct tape.
3. Specify all necessary conduits to service future campus additions and future portable classrooms stubbed to grade box in areas designated in master plan for future.
4. Locate all panels in dedicated electrical closets or dry storage rooms. Specify surface mounted panels with skirts. Specify panel cables; all panels to have main breakers. Main panels & subpanels to have its own breakers.
5. Facility electrical circuits to service no more than five, non-computer, duplex receptacles on any one circuit. Circuits servicing computers shall be limited to no more than 3 duplex receptacles. Refer to the District's Technical Plan for quantity recommendations.
6. Specify power to irrigation booster pump or empty 2" conduit for future pump.

7. Specify dedicated power to fire alarm system, telecommunication system, all copiers, digital video surveillance system, and any other specialty equipment.

8. Sub Panels to have three (3) - 1" conduits stubbed to above ceiling space for future loads.

9. All panel schedules to be labeled by room name and number as identified on site for all power and lighting circuits.

10. Underground electrical conduits shall be encased in 3 inches slurry mix envelope. Red slurry is to be used around conduits with medium voltage conductors. Backfill with native soil and provide red metallic warning tape and tracer wire 12-inches below grade. Refer also to Civil – Site Design Standards.

11. Electrical duct-banks shall be installed with spacer racks to provide 3-inch separation of conduits.

12. Surface mounted raceway is not permitted without permission of the District. Conceal cable sleeves and pathway in wall whenever possible.

13. Limit the use of flex conduit. If flex conduit must be used, limit the length to six feet in concealed spaces such as walls.

14. Panelboards to be door within door (double door) type with piano hinge on outer door to allow access to panel interior wiring gutters.

15. Specify copper for all conductors, transformers, switchboards and panel boards.

16. Main Distribution Frames (MDF's) and Intermediate Distribution Frames (IDF's) require a dedicated 20 AMP circuit at each rack and wall mounted head end equipment enclosure. Where an Uninterruptible Power Supply (UPS) is required, provide an additional dedicated circuit for each UPS system sized per system (i.e.: 20-amp, 30 amp). Verify the receptacle configuration to match the UPS system.

17. Provide sub-metering for all buildings.

D. Power Receptacles

1. All receptacles to have the circuit number identified with engraved faceplate.

2. Floor mounted receptacles, of any sort, are generally not desirable. Limit use to only carpeted, non-student areas, and under conference room tables, on stages, and gymnasiums.

3. Computer receptacles are to be identified with orange color coded receptacles. Provide separate neutral for circuits serving computers.

4. Shared neutrals are not permitted.

5. In toilet rooms, provide GFI service receptacle by the door at 18 inches above finish floor to service cleaning equipment.

6. In areas designated for vending machine, provide receptacle at six-feet (6') above finished floor.
7. Coordinate location and receptacle requirements for production copiers.
8. Provide dedicated computer power receptacles adjacent to all data outlets.
9. Provide an electrical receptacle below all light switches near main entry door.
10. Provide power with locking cover and GFCI receptacles at backstops, fields, tennis courts, batting cage, and other locations as determined by the District Project Manager.
11. Controlled and Uncontrolled Receptacles:
    a. Provide Controlled Receptacles (CR) and Un-Controlled Receptacles (UCR) in the following spaces:
        i) Office Spaces
        ii) Conference rooms - Reception Lobbies
        iii) Copy rooms
        iv) Kitchenettes (in office spaces)
    b. Provide "split wire" type duplex receptacle with one constant on and one controlled outlet that is color coded green.
    c. Install automatic shut-off controls to shut off when unoccupied at the receptacle or receptacle circuit.
        i) If a Time Switch, must have a max 2 hour after hour time delay.
        ii) Do not specify countdown timer switches.
    d. Where receptacles are installed in modular furniture in open office areas, at least one controlled receptacle shall be installed at each workstation
12. Coordinate locations of receptacles with furniture and equipment layout.

E. Batteries

1. Unit battery emergency power packs mounted within emergency light fixtures are preferred.
2. The use of lead acid batteries should be minimized. In no case are lead acid batteries allowed in equipment storage rooms. If batteries are specified, then then must be the sealed type.
3. Uninterrupted Power Supplies (UPS) must be in accessible locations allowing the UPS systems to be easily replaced.
4. Central inverter type emergency power systems are acceptable where warranted.

5. Bug-eye type emergency lights should not be used on new construction projects.

F. Surge Protection

1. Specify TVSS in main gear to protect system from external surges; this should be integrated into panel.

2. Specify new panels with integrated TVSS at all main building panels.

G. Grounding

1. Specify separate ground conductors for equipment grounding in feeder and branch circuits including lighting circuits. Specify separate neutral conductor from electronic equipment. Specify grounding conductors in conduit or raceways. Use of raceway as sole equipment ground is not permitted.

2. Cold water, or other utility piping systems, shall not be utilized as the only grounding electrodes due to the installation of insulating couplings and non-metallic pipe in such installations. In addition to bonding to cold water pipe provide both of the following made grounding electrodes:

   a. Grounding Rod: A dedicated “made” electrode, fabricated of at least twenty-feet of galvanized 3/4-inch diameter rebar encased by at least 2 inches of concrete, and placed next to the bottom of a concrete foundation, or footing in direct contact with earth. A welded extended portion shall surface at the location of the common grounding electrode bus bar and be extended by a 3/0 CAD welded bare copper cable, or be CAD welded directly to the bus. The CAD weld shall be at least 4 inches above finished floor in a dry location. The main grounding electrode and associated grounding conductors shall be in an enclosure and in conduit.

   b. Ufer Ground: Concrete enclosed electrode, fabricated of at least twenty-feet of No. 3/0 AWG, minimum size, bare copper conductor, encased by at least 2 inches of concrete, located within or near bottom of a concrete foundation, or footing, which is in direct contact with earth. Footing rebar shall be connected to copper wire with approved connectors. An external electrode, as specified hereafter or as required by the CEC, shall be installed and connected to foundation or footing rebar.

E. Lighting

1. All lighting shall exceed Title 24 requirements for energy efficiency based on watts per square foot. Comply with CHPS recommended guidelines.

2. Provide District with copies of lighting calculations indicting anticipated lighting levels and watts per square foot. Coordinate colors of finishes with architect for reflective values. Foot-candle levels to be in the 50 to 60 range for all classrooms.

3. The District's preference is for suspended acoustical ceilings with lay-in fixtures in at least portions of classrooms, libraries and offices, however depending on the daylighting design, a combination of bi-directional suspended fixtures and lay-in fixtures may be required.
4. Where possible, design suspended fixtures to allow an unobstructed swing of 45 degrees in any direction to avoid the need for seismic bracing.
5. All light fixtures shall be located in a manner that accommodates ease of lamp replacement. Do not specify "tamper proof" fasteners for interior light fixtures.
6. All exterior fixtures to be above 10 feet.
7. Specify LED light fixtures for all applications. The Design Professionals are to submit proposed fixtures that meet the following general requirements:
    a. Must bear UL or ITSNA (formerly ETL) label
    b. Must be readily available from major local wholesale houses
    c. Must have replaceable diode banks and easily accessible drivers.
    d. Kelvin temperature to be 4000K for interior fixtures and 5000k for exterior fixtures.
    e. Must be appropriately selected for intended application; custom or modified light fixtures are not acceptable.
    f. Should comply with IES standard LM-79 and LM-80.
8. Lighting Controls:
    a. The Design Professionals are to submit to the District Project Manager the proposed controls for LED fixtures that meet the following general requirements:
        i) Specify dual-sensing occupancy sensors.
        ii) Photocell controlled.
        iii) Dimmable for day light harvesting
        iv) Do not specify any loose remote controls
        v) Automatic demand response when required by T-24.
    b. Occupancy sensors to be ceiling mounted where appropriate. If wall mounted is necessary, locate high on wall.
    c. Locate all light switches near main entry door.
    d. Specify switching, dimming and daylight harvesting per current CA Energy Code.
    e. Integrate lighting controls with AV switching.
    f. Specify keyed override switches tied into the exhaust fan in student toilet rooms. Do not specify the "fork" type key.

g. Exterior lighting to be coordinated with and controlled by photocell input and linked to the lighting control timeclock system. This includes site lighting as well as light fixtures attached to building exteriors. Coordinate exterior lighting control panel requirements with District Project Manager.

h. Specify lighting control panels with dimmers for theatrical and specialty event lighting in assembly areas.

i. Review light switch locations with District's Project Manager prior to finalizing plans.

9. Exterior Lighting:

a. Provide ample lighting in parking lots and along the path of access to the office and between buildings. Design professional to explore options of LED strip lighting at buildings.

b. Exterior lighting shall be all heavy-duty and vandal resistant.

c. Minimize use of pole lights where possible.

d. Utilize soffit lights where possible and coordinate location with doors.

e. System to provide two separate lighting functions:

i) Function A – All Campus lighting. Provide general lighting of entire exterior of building compound, primary walkways and parking lots. Design exterior lighting system to achieve a minimum maintained 1.5-foot candle.

ii) Function B – Security lighting. Provide only on fixtures that are mounted in high locations. This lighting is to be motion detected, photocell-controlled.

f. Proposed layout and controls to be reviewed and approved by District Project Manager prior to finalizing the design.

g. Exterior lighting to be designed to minimize light pollution and avoid overspill to adjacent properties. Specify full cut-off fixture with the use of house side shields.

10. Emergency Lighting:

a. Egress lighting shall be by means of individual battery light units. Units shall have test switch and indicator lamp outside of fixture housing. Battery unit shall not have protruding light heads. No bug-eye lights will be allowed. Specify wire guards in locker rooms, multi-purpose rooms, gyms and vandal prone areas.

b. Exit Signage: Coordinate faceplate color to match adjacent wall color. Secure with tamper resistant fasteners. Illuminating exit signs shall be LED vandal resistant type with polycarbonate shields or wire guards.

VIII. Technology / Low Voltage Systems for All Construction Projects

A. General Notes for Technology / Low Voltage New Construction Projects

1. Typical classrooms are to be designed to accommodate a television on the wall and on a cart, Wireless Access Point (WAP), and a Chromebook charging cart on a separate dedicated circuit. Please refer to Appendix B for typical classroom requirements.
2. Coordinate power requirements to service low voltage systems with District Project Manager and CJUSD IT and incorporate into design.
    a. Meet with the District Project Manager and IT Department to coordinate requirements and to verify the current facility standard requirements prior to proceeding with design.

B. Telecommunication Phone System

1. The District will provide OFOI system and Design Professional to coordinate prior to proceeding with design.
2. The Design Professional to indicate the infrastructure design as required for the OFOI UPS for telephone system.

C. Public Address/Intercom System/Master Clock/Bell

1. Public Address/Intercom System:
    a. The District will provide OFOI system and Design Professional to coordinate prior to proceeding with design.

C. Fire Alarm System

1. The Design Professionals are required to specify the fire alarm system per the outline specification; once State approved: Silent Knight.
    a. System is to be a fully automatic system with pull stations only where required by code at assembly areas.
    b. Specify cellular panel to report to remote monitoring service.
    c. Specify dedicated power to service equipment and UPS battery back-up for twenty-four (24) of standby minimum.

D. Intrusion Alarm System

1. Intrusion alarm system as included in the outline specifications:
    a. This system shall be designed for the Verkada System. No substitutions or approved equal.
    b. Motion sensor only system with no door contacts.

E. Digital Video Surveillance System

1. The Design Professionals will coordinate the infrastructure required for the IP surveillance system as included in the outline specifications:

a. Verkada System (OFOI). No substitutions or approved equal. Utilizing IP vandal proof cameras. See outline specifications for additional details.

2. The Design Professionals will specify the cabling associated with the IP surveillance system.

3. During design phase, Design Professional is to meet with the District Project Manager to determine locations of cameras for site-specific design.

   a. It is not the intent to cover the entire campus only the areas of concern.

4. The Design Professionals are required to coordinate design of pathways, specify materials for pathway and accommodate equipment space and power requirements.

I. Assistive Listening System

1. The Design Professionals will specify the equipment and cabling associated with a wireless FM system in assembly areas.

2. The Design Professionals are required to coordinate design of pathways, specify materials for pathway and accommodate equipment space and power requirements.

   a. Specify dedicated power to service equipment.

End of Part 2 – Design Standards

Part 3 – Renovation Design Standards

I. General Renovation Items

A. The preceding Part 2 standards also apply to Renovation projects. The following requirements address specific items that only apply to renovation projects. These standards are not meant to dictate scope, but rather clarify the requirements when included in the project specific scope statement.

B. The following facility standards are the goal for the District's renovation projects when the budget permits. The District Project Manager may alter these requirements to accommodate budget constraints.

C. The District Project Manager will provide the Design Professionals with a specific scope statement that will list the required scope to be incorporated into the contract documents. It is important to note that the renovation scope of work extends to portable classroom buildings, but only to the extent that is included in the specific scope statement. The typical renovation scope in portable classrooms includes door hardware, wireless access points (WAP's) same as permanent classrooms and sinks in elementary schools.

D. The District will make available to the Design Professional available original plans, record drawings, and maintenance projects records for their use. The District's documents will vary in format and are not guaranteed to be accurate. Some projects will not have record drawings available.

E. Design Professionals must verify existing site conditions. The existing site conditions must be investigated and documented in a field survey. Design Professionals are to review the "Record Drawings" provided by the District and incorporate the verified, relative information on the construction documents, and supply missing information based on their field survey.

F. Areas that have been modified without DSA application number (e.g. added walls, air conditioning units with unapproved structural support, lofts, storage areas and freestanding storage sheds, etc.) should be identified and discussed with District Project Manager for possible removal, modification, or other appropriate action.

G. The District's Project Manager is to be in attendance of all agency meetings. If not in attendance and if during the plan review process, DSA requires additional scope of work to be included to obtain approval, forward specific requests and code references to the District Project Manager.

H. If the Design Professional is requested by site personal for additional scope or minor modifications, the Design Professional is to discuss with District Project Manager prior to taking any action. Under no circumstance should site staff be left with the impression that work outside the scope statement will be included in the project.

I. Phasing and Interim Housing: The Design Professional shall prepare a phasing plan based on the District's ability to house students and the number of students to be displaced by the work. Design Professional is to develop the

interim housing plan with the District Project Manager. The plan must include requirements for utilities, mechanical, and electrical systems to remain operation in areas not affected by the construction.

J. Hazardous Materials: The District will employ a hazardous materials consultant and will determine the impact of the scope on existing materials and test those materials. The Design Professional must supply sufficient documentation to the District's consultant to allow testing of the correct materials including any underground utilities that may be impacted by the new work. The haz mat consultant will prepare exhibits to the construction contract for the abatement procedures necessary to complete the renovation scope of work. They also will be monitoring the abatement work that will be performed under the General Contractor's contract. The Design Professional is not responsible for determining if materials contain hazardous particles, determining scope of abatement necessary or monitoring the abatement procedures, but should reference the abatement exhibits where appropriate.

K. All projects are to include building-commissioning requirements. See outline specifications for specific section requirements.

L. All contracts are to include a final cleaning requirement as a part of Division 01.

II. General Accessibility for Renovation

A. If available, the District's Project Manager will provide the Design Professional the campus ADA Transition Plan. The Design Professional is to coordinate appropriate scope to be included with the District's Project Manager.

B. Design Professionals to evaluate the existing site and building conditions and make recommendations to the designated Owner representative for scope to be included to comply with current code requirements for ADA compliance. Organize the scope list by site and by building in a recommended priority order.

C. Include with the proposed ADA scope of work an estimate of the cost to achieve accessibility. Compare the cost to the overall construction cost to assist the District Project Manager.

D. A Topographical Survey is to be included in the AE's scope of work that establishes existing grades in order to determine optimum design solution for the accessible path of travel. The Design Professional shall work with their Surveyor to verify the elevations needed to determine compliance.

E. Do not design to code maximum or minimum. Allow for accommodations of construction tolerances.

F. If during the plan review process, DSA requires additional scope of work to be included to obtain approval, forward specific requests and code references to District Project Manager to address.

III. Site Items for Renovation Projects

A. Design Professional to coordinate and employ the services of an independent land surveyor to establish existing grades to determine optimum design solution for accessible path of travel. If necessary, include requirement to repair existing concrete or asphalt paving as needed for accessible path of travel.

B. Include rebar dowels for new concrete abutting existing concrete.

C. Coordinate location of new work with existing infrastructure (e.g. underground utilities, storm drain inlets and sewer clean-outs).

D. Include keynotes and details as appropriate for transitions, base rock, preparation of sub-base, seal coats, striping, etc.

E. Include specific direction for removal of existing striping where spaces have been modified for accessible parking spaces.

F. If a new electrical service transformer and switchgear are required, locate new equipment in an area that will allow existing equipment to remain in operation to minimize required time of power outage. The new location should be as discrete as possible. The new utility yard shall have a concrete pad and eight-foot CMU enclosure and locked gates. Design Professional to review proposed location with the Designated District representative and utility company and obtain approval prior to proceeding with construction documents.

G. Provide enclosure around the seismic shut-offs valves complete with a chain link lid and locked access or can be located in secure enclosure with other utilities when possible.

H. Landscaping and Irrigation

1. If the scope includes items that will disturb existing landscaping and irrigation systems, include contract requirements to repair and replace and to maintain irrigation water during construction if irrigation lines are partially removed or broken. Also, landscaping and irrigation must be protected and returned to its original condition or replaced.

2. None of the landscape and irrigation standards differ for renovation projects.

IV. Architectural Items for Renovation Projects

A. Accessibility for Renovation Projects – Buildings:

1. All doors used by occupants to be accessible (storage and equipment rooms are not required to be accessible).

2. Reconfigure all toilet rooms to be accessible.

3. The District's preference is for ramps, however where impractical specify wheelchair lifts.

4. Design wall and floor mounted rails at exterior drinking fountains for accessibility.

5. Specify ADA compliant room and building signage. Design Professional to propose room designations for approval of the District Project Manager and site principal prior to starting construction documents. Renovation plans are required to use same room designations as used on site.

6. Specify accessible areas at cafeteria tables and benches.

7. Design modifications to casework with sinks to accommodate accessibility. Replace adjoining casework to match if budget permits.

8. Other potential site-specific requirements requested by DSA or identified by the Design Professional should be discussed with District Project Manager for appropriate action prior to incorporating into the design.

B. Low Voltage Technology Rooms (MDF/IDF)

1. Campus MDF room will require approximately a secure 10’ x 15’ space that will house other low voltage head-end equipment for the phones, intercom/bells, fire alarm and HVAC/exterior lighting control.

2. IDF rooms are desired when space can be accommodated, otherwise the IDF’s will need to wall mounted high on wall in approved locations if using a cabinet, installation height per ADA requirements. Design professional to propose locations with District Project Manager and District Technology Director early in design development phase.

3. Design Professionals to coordinate size, layout and location of room with the District Project Manager.

4. Design to minimize dust and water moisture intrusion into room.

C. Existing Building Exteriors and Finishes

1. Exterior surfaces of buildings are to be free of peeling paint and in general good condition free of discoloration and graffiti.

2. Exposed masonry exteriors are to be cleaned, repaired, sealed and treated. Loose or unstable masonry shall be repaired or replaced.

D. Existing Roofs

1. The ability to climb on the roof should be minimized. Therefore, rainwater leaders, overhangs and other means of access should be modified as practical. Design Professional to survey existing conditions and advise District Project Manager if these conditions exist and pose possible resolution.

2. Survey existing areas designated in scope to be replaced and evaluate condition of existing roof accessories (vents, flashings, gutters, downspouts, sleepers, curbs, skylights, etc.) and indicate replacement or modification as necessary. Note that existing curbs may need to be modified or replaced to accommodate new roof warranty requirements. Provide details for any necessary modifications or replacement work that will be required.

3. Survey existing condition of substrate (from underside where possible), fascia, trim and alike and indicate replacement as necessary. If selective demolition is necessary to investigate an area suspect of dry rot or termite damage, notify District Project Manager for authorization of extra services. Design professional to verify and coordinate with all new mechanical scope for roofing supports or structural upgrades that may be required.

4. Require in contract the removal of all roofing material to structural substrate and the replacement or repair of the existing structural substrate as required.

5. On flat roofed areas design positive drainage in ponding areas with tapered insulation. Specify tapered non-CFC and non-HCFC insulation as necessary to eliminate all ponding water.

6. On low-sloped roofs (½" in 12" to 3" in 12") the design professional is to propose the recommended type of roofing for the specific application to the District Project Manager early in the Design Development phase. Include a minimum of a 20-year warranty.

7. On sloped roofs (3" in 12" or greater) use metal roofing with standing seam with a minimum of a 30-year warranty.

8. Ridge Board insulation is required on all re-roofing projects.

9. Include ¼" "Densdeck" drywall material as required for Class A roof assembly.

10. Where ceiling is exposed to underside of metal roof deck, indicate that fasteners for roofing are to be limited to penetration of top flutes.

11. Asbestos abatement for existing roofs will be designed by separate consultant hired by the District. Design Professional to coordinate and reference abatement exhibits that will be included in construction contract.

E. Existing Roof Drains, Gutters and Downspouts

1. Remove and replace as necessary the existing rain gutters and downspouts. Detail gutter and downspouts same as indication in Part 2 above for new construction projects.

2. Where no gutters presently exist, add new gutters to roof design where practical to do so.

F. Painting of Renovation Projects

1. If scope statement includes requirement to repaint buildings, include in scope complete painting of all existing items previously painted and any new items included under this contract. Specifically indicate painting of new and existing unpainted conduits, pull boxes, metal railings, fascias, doors and frames, flashings, gutters, downspouts, etc., and restoration/touchup of any areas adjacent to work installed. If scope statement does not include requirement to repaint buildings, include in scope painting of all new items included under this contract.

2. Interior painting to include all walls, ceilings, clerestories, doors, frames, and trim.
3. Include repainting of all casework including the interiors if previously painted.
4. Interior CMU and brick to be cleaned and painted.
5. Interiors of gyms, libraries, theaters, multipurpose rooms, and other special use rooms may have existing custom colors and multiple tones with graphics or logos. Design Professional to indicate existing color scheme and layout to be replicated.
6. Exterior surface preparation to include sandblasting of metal surfaces where required, high pressure washing of all other surfaces and filling of cracks in cement plaster and veneer surfaces.
7. Interior surface preparation to include TSP cleaning, sanding and patching of all interior surfaces.
8. Coordinate surface preparation with lead paint surface preparation specification provided by separate consultant hired by the District.
9. Include District approved paint colors in bid documents.

G. Existing Casework

1. Design Professional to survey the existing casework to determine necessary ADA compliance and for repairs to drawers, doors, shelving and appearance to make all casework fully functional and operational. Design professional to include findings and recommendation in report.
2. The Design Professional is to include in the bid documents all work necessary for repairs to hardware, doors and drawers, or if more cost effective, replacement of existing casework.
3. Replace adjacent casework to accommodate new accessible sink cabinet only when the condition warrants replacement.
4. Specify modifications for accessibility required by transition plan or specific scope statement.
5. In elementary classrooms, add an ADA compliant sink base cabinet to retrofit sinks with drinking fountains in all TK-6 classrooms. Note that this requirement includes TK-6 portable classrooms.
    a. Specify installation of paper towel and soap dispensers at all classroom sinks.
6. In Nurse's office, add an ADA compliant sink base cabinet.
    a. Specify installation of paper towel and soap dispensers in Nurse's office.

H. Existing Ceilings

1. Design Professional to survey the existing ceilings and determine necessary repairs or removal and replacement. Design professional to include findings and recommendation in report.

2. If mechanical, plumbing or electrical work is being performed in attic space; coordinate the necessary repair and replacement of ceiling, ceiling tiles, and insulation required to gain access to the attic.

3. Show replacement of damaged and severely stained ceiling tiles and indicate actual replacement areas or a typical percentage. Show areas to be patched due to installation of new work (e.g. exhaust fans, electrical panels, lighting, smaller light fixtures, etc.).

4. Design Professional to review existing suspended ceiling systems and advise if they need to be replaced.

I. Existing Doors and Frames

1. Design Professionals to evaluate per specific scope statement the condition of all doors, hardware and frames to determine if repair or replacement is necessary. Interior doors, hardware and/or frames are only to be replaced if necessary to accommodate handicapped accessibility or are in need of repair due to major damage or are not secure. Design professional to include findings and recommendation in report.

2. Typically, the frames are to remain, but need to be evaluated by Design Professional as part of a door survey for repair or replacement on a door-by-door basis. Width of doors may need to be increased for accessibility. Where frames are required to be replaced provide detail for wall repair. Design professional to include findings and recommendation in report.

J. Existing Skylights, Storefront, and Window Systems

1. Design Professional to survey the existing systems and hardware to make recommendations on replacement versus repair and include findings and recommendations in report.

2. Design Professional to survey existing skylights and design for removal and infill on the roof.

3. Field verify existing glazing types and include in scope the replacement of existing non-glass, wood, Plexiglas, and glazing infill panels with tempered glass. New glazing shall match existing tint.

4. Replace wood glazing systems in their entirety with new aluminum windows with tempered, insulating glass. Retain newer wood windows if the frames are in good condition and the hardware is operable.

5. Where frames are in good condition, refurbish hardware and replace window systems per specific project scope statement. Configure replacement windows to match existing operation of each sash. Obtain District approval or proposed replacement system, details and operation prior to finalizing bid documents.

K. Toilet Room Upgrades for Renovation Projects

1. Major renovation is the relocation and repair of the majority of fixtures in a restroom. Minor renovation is restoration of existing fixtures and accessories.

2. Design Professional to field survey (do not use as builts or other documentation from previous construction work) existing restrooms to verify dimensions in order to properly design any and all ADA required upgrades or changes.

3. Provide schematic layout of reconfigured toilet rooms prior to proceeding with construction documents. Notify the District Project Manager if the water closet or urinal count has been reduced. Confirm that the campus is in compliance with California Department of Education and CBC fixture count requirements.

4. Toilet rooms designated for major renovation shall receive new finishes, fixtures and toilet room accessories. Require the Contractor to remove the ceiling, wall materials (to bare studs), and when slab on grade to remove entire slab to accommodate new plumbing.

5. Remove and replace existing partitions and accessories at all renovation projects.

6. Toilet rooms designated for major renovation shall receive all new finishes, fixtures and toilet room accessories.

7. Use single hollow metal door with wall infill at existing in/out type restroom door where existing doors do not meet CBC width requirements.

8. All new fixtures, accessories, etc. require opening walls to install blocking. Note on plans requirement to patch finishes.

9. No installation of plastic laminate countertops in toilet rooms allowed.

10. Toilet Room Finishes:

    a. Retain existing finishes only if the restroom is already accessible and minor upgrades are necessary. If new fixtures and accessories are in new locations, remove finishes.
    b. Provide new finishes per the General Design Standards requirements.

L. Existing Flooring

1. The District will designate all flooring that is to be replaced. If in scope to replace, use same products as for new construction projects.

M. Existing Custodian Closets

1. Specify new FRP wall panels if not existing.
2. Evaluate existing ventilation and replace or specify new as necessary.
3. Configure room to accommodate cleaning product dispenser rack with hose bib directly above mop sink.
4. Reconfigure door to swing-out, not into the room.
5. Include washing machine hook ups if none exist in the room if space allows.

N. Lockers

1. Evaluate the condition of the existing athletic and staff lockers and make recommendations on repairs versus replacement.

O. Chainlink Fencing for Renovation Projects

1. Any new fencing required that is adjacent to building where it may be used to gain access to the roof shall be narrow mesh to discourage vandals from obtaining access to roofs.

P. Dedicated Landscape Water Meters

1. Design for and install separate landscape meter at point of separation.
2. Design Professional to review domestic and landscape water flows with District representative and coordinate with the utility company to recalculate the size for new landscape meter and resize for existing domestic water meter as needed.

V. Mechanical Requirements for Renovation Projects

Refer to Part 2 – General Project requirements that applies to all renovation projects as well as new construction projects. Following are additional requirements for Renovation projects.

A. General Mechanical Renovation Notes

1. Prior to starting design, Design Professional shall meet with the District M&O Department, and District Project Manager to review existing HVAC and plumbing conditions and ongoing problems at site. Design Professional to field verify voltage and phasing of electrical systems by building. The Design Professional shall also review as-built/record drawings Design Professional to field survey (do not use as builts or other documentation from previous construction work) and conduct follow-up independent site assessment(s) as necessary. Coordinate with other engineering disciplines for proper design. Incorporate findings into the Field Report due at the end of the Schematic Design phase and update as necessary in subsequent submittals.

2. Meet with District Project Manager to help develop phasing schedule and coordinate system design for construction phasing requirements. The goal is to minimize impact to campus operations and allow for functioning systems during construction. Ensure construction documents take into account provisions required to avoid campus disruptions during construction. Phasing notes and temporary cooling requirement should be incorporated into the bid documents.

3. Design Professional shall review condition of existing ductwork if it is planned to be reused. Include findings and recommendations in the Field Report.

4. Apply new project sound criteria to renovation projects as much as reasonable. Make recommendations to minimize sound transmission in a cost-effective manner to the District Project Manager early in schematic design phase.

B. HVAC Systems for Renovation Projects

1. In general, the existing campus' systems need to be replaced with new, energy efficient HVAC equipment. It is the District's preference to utilize individual rooftop, packaged, electric units or electric heat pump systems where possible. If the existing roof structure or configuration prevents roof-mounted equipment, then a split system electric furnace with DX cooling coils and ground mounted outdoor air-cooled condensing units shall be specified. Economizers to be added to existing systems that are not being replaced. Coordinate with Architect for secure enclosures around all ground mounted equipment. Furnaces for classrooms shall be located in an acoustically insulated closet with exterior door. Furnaces for other areas of the school shall generally be located in indoor mechanical rooms or acoustically insulated furnace closets. Locating furnaces in attic spaces shall be avoided except when absolutely necessary, and when done, adequate (and Code-required) service clearance and removal provisions shall be made. Design Professional to propose type of system for District approval prior to proceeding with design.

C. Ductwork and Air Distribution for Renovation Projects

1. Consideration must be given for air distribution changes because of mechanical equipment changes. Air balancing and if necessary balancing dampers are to be included. Duct cleaning is to be specified if the existing ductwork is to be reused.

2. Require removal of all existing equipment and ductwork that is being replaced or no longer needed.

VI. Plumbing Requirements for Renovation Projects

A. General

1. The Design Professional is to review plumbing as-built drawings, conduct independent site investigations and evaluate existing conditions. Incorporate findings into the Field Report due at the end

of the Schematic Design phase and update as necessary in subsequent submittals.

2. Revise drinking fountains, sinks, lavatories, urinals and toilets as required on the architectural plans to accommodate accessibility. Indicate requirements to tie-in new fixtures to existing plumbing and address new and existing fixture carriers. Coordinate locations and extent of architectural finish patching requirements with architectural plans.

3. Maintain and evaluate hot and cold-water locations where existing, and confirm with District for proper student access.

4. Coordinate any increase demand for gas, water, and sewer capacity with local utility companies, and confirm available gas and water pressures.

5. Avoid lengthy horizontal roof mounted piping. Paint all exposed new piping.

6. Water Heaters:

   a. Evaluate condition of existing water heaters and make recommendation for replacement if equipment is beyond the anticipated life span in Field Report.

   b. Replacement water heaters shall be electric storage type water heaters. Or in cases of small load or remote location which warrants small under counter instantaneous type water heaters. Water heater must be sized to fit through doorway.

   c. If existing water heater is to remain, evaluate the insulation and anchorage. Require modifications to the existing equipment for code compliant installation.

7. Specify a garbage disposal in teacher's lunchroom if one does not exist.

8. Replace the toilet room clean-out fittings and cover.

9. Evaluate condition of existing grease traps and make recommendation for replacement if necessary.

10. Sinks shall be specified with non-keyed angle stops with braided hoses.

B. Site Utilities for Renovation Projects

1. Consult with specific scope statement if there is a need to replace any of the existing site infrastructure.

2. Specify a seismic shut-off valve if not already existing on the gas service to each gas meter assembly. Coordinate with architect the required protective cage.

VII. Electrical Requirements for Renovation Projects

A. General Electrical Renovation Notes

1. The general building design requirements apply to renovations projects.
2. Prior to starting design, Design Professional shall meet with the District Project Manager and the District M&O Department and review existing electrical conditions and ongoing problems at site.
3. Design Professional to review electrical record/as-built drawings, conduct independent on-site investigations and evaluate and confirm existing conditions of power equipment including, switchboard, panels, transformers and feeders and coordinate with all engineering disciplines for proper design.
4. Design Professional to review scope statement and propose additional scope that may be determined necessary with designated District Project Manager and the M&O Department prior to starting Construction Documents.
5. Design Professional to meet with designated District representative(s) to help develop phasing schedule and coordinate system(s) design for construction phasing requirements. Goal is to minimize impact to school operations and allow for functioning systems during construction.
6. When new equipment is replacing existing, locate equipment in an area that will allow existing equipment to remain in operation until construction is complete.
7. If existing MDF is being relocated, provide pathway from new MDF to the MPOE location for voice, data and cable television utility provider. Additionally, if an MPOE move is planned then pathway will have to be from the new MPOE location (new MDF) to the street. Coordinate exact requirements with utility provider.

B. Renovation Power Scope

1. Refer to specific scope statement for site needs to address existing power problems such as grounding, panel load balancing and services to existing and new equipment for office equipment, vending machines, and other appliances.
2. Specify dedicated power to fire alarm, telecommunication system, all data equipment including servers, security system, HVAC equipment and any other specialty equipment such as photo copiers and food service equipment.
3. Specify new distribution panels at each building to accommodate new, existing and future power requirements. Specify new feeders in new conduits sized to accommodate all anticipated future loads. Specify replacement of existing branch circuitry and panels, per specific scope statement.

4. Specify fully skirted surface mounted panels only. Locate in electrical rooms or storage rooms wherever possible.

5. Panelboards to be door within door (double door) type with piano hinge on outer door to allow access to panel interior wiring gutters.

C. Power Distribution on Renovation Campuses

1. Utilize step down transformers at each building, or as reasonable, to minimize size and number of conduits for 480/277 volts systems. Electrical engineer to recommend K-rating of energy efficient transformers depending on location, loads and types of loads.

2. Conduits shall be routed in concealed, accessible, attic spaces wherever possible. Minimize rooftop conduits. When possible feed new rooftop equipment under curb. Conduits routed under the overhangs or under canopies shall be clustered with all conduits on common supports. Limit use of underground conduits for site service electrical and to service buildings that do not have connecting canopies or overhangs.

3. Do not use exposed conduits in interior applications except for corridors. Utilize Wiremold or Panduit.

4. MDF's and IDF's require dedicated circuit from the nearest distribution panel. The specific requirements for each closet's power must be determined in conjunction with the District Project Manager.

F. Renovation Campus Surge Protection:

1. If new switchgear is required specify with TVSS to protect system from external surges.

2. Required new main building panels and computer laboratory panels to be provided with integrated TVSS.

D. Renovation Campus Grounding

1. Confirm existing building grounding. Coordinate obtaining a ground test report with District Project Manager. Require any modifications to existing grounding as may be required.

E. Renovation Campus Lighting

1. General notes

a. If included in scope, replace existing lighting with new energy efficient LED light fixtures per the General Design Standards.

b. Where possible, reuse existing conduits, boxes, conductors.

c. If required to remove existing light fixtures to accommodate other scope, install new light fixture in lieu of removal and reinstallation of an existing light fixture if not LED.

2. Exterior Lighting

   a. Exterior light fixtures shall be evaluated and upgraded where deficient.

   b. Replace existing exterior lighting with new energy efficient LED heavy-duty and vandal resistant fixtures.

   c. Exterior lighting to be designed to minimize light pollution and avoid overspill to adjacent properties.

   d. Exterior to employ lighting controls by Pelican.

3. Interior lighting

   a. Provide new A and B switching if existing lighting is to remain. Provide A and B switching for lighting in classrooms to be upgraded. Existing A and B switch lighting to be maintained. In locations where lighting has to comply with new Title-24, LED dimming will be required.

4. Emergency Lighting:

   a. Egress lighting shall derive its power from light fixtures with unit battery power packs. However, when not feasible, Bug-eye lights are acceptable for renovation projects only. Specify wire guards in locker rooms, multi-purpose rooms, gyms and vandal-prone areas.

VIII. Technology/Low Voltage Systems for Renovation Projects

A. General Notes for Technology / Low Voltage System Renovation Projects

1. The general building design requirements apply to renovations projects. This section provides additional requirements specific for renovation projects.

2. Refer to the specific project scope statement for systems that have been determined to be replaced or upgraded.

3. Prior to starting design, meet with the District Project Manager and the District's IT Department to site verify all existing pathways. Document existing conditions to be able to utilize existing pathway whenever possible review existing conditions and ongoing problems at site.

4. Review electrical as-built drawings, conduct independent site investigations and evaluate existing conditions of pathway, MDF, IDF's, and all existing Low Voltage / Technology Systems. Incorporate findings into the Field Report due at the end of the Schematic Design phase and update as necessary in subsequent submittals.

5. Determine if existing cabling is in use and must remain or if it is abandoned and can be removed. Include the removal of abandoned cables and raceway in the demolition plans.

6. Review scope statement and propose additional scope that may be determined necessary with the District Project Manager and the IT Department prior to starting Construction Documents.

7. Meet with the District Project Manager to help develop phasing schedule and coordinate system design for construction phasing requirements. The goal is to minimize impact to campus operations and allow for functioning systems during construction.

8. Technology equipment is to have dedicated power.

9. When new equipment is replacing existing, locate equipment in an area that will allow existing equipment to remain in operation until construction is complete.

10. If existing MDF is being relocated, provide pathway from new MDF to the MPOE location for voice and data utility provider. Additionally, if an MPOE move is planned then pathway will have to be from the new MPOE location (new MDF) to the street. Coordinate exact requirements with utility provider.

11. Engineer shall consult with, or have on staff, a Registered Communications Distributions Designer (RCDD) for all technology and low voltage. Reviewed drawings shall be stamped by RCDD.

12. All new data outlets to be a minimum of quad data outlet, unless noted otherwise.

13. Accommodate equipment space and power requirements for each system.

B. Low Voltage Service:

1. The Design Professionals are required to coordinate design of the low voltage pathways with all new line voltage, all existing pathways, and specify materials for pathways. All pathways should be installed on common blocks or hangers when possible and routed in an orderly manner.

2. The Design Professional will design all classrooms and work areas to be serviced with a minimum of three (3) - 2” conduits dedicated for low voltage systems. An additional 1” conduit shall be dedicated for the fire alarm system. The three (3) conduits shall be installed on the building and terminated (where required) into exterior NEMA 3R surface-mounted junction cans.

3. The Design Professionals will coordinate the combined routing of all pathways with the District Project Manager, finalize routing and specify materials.

C. Renovation Digital Video Surveillance System (CCTV)

1. Camera types and locations must be confirmed with District Project Manager. Final location and alignment of field of view to be verified for every camera by District Project Manager prior to final acceptance.

2. Coordinate final placement of cameras with District Project Manager prior to installation so pathway for cabling can be designed.

3. Coordinate final alignment of cameras with District Project Manager prior to acceptance.
4. Integrate into existing storage and management system. Verify compatibility of all components with the existing system.
5. Drawings must have a camera schedule that indicates the following: camera IP address, model number, part number, mounting type, required accessories, power requirements, licensing and software options.

D. Renovation Structured Cabling System

1. Determine if existing cabling meets current standards and is in use and must remain; or if it is abandoned and can be removed. Include the removal of abandoned cables and raceway in the demolition plans.
2. Data outlets and VoIP phones may use the same data outlet. Re-use existing cabling whenever possible.
3. Cable trays are not allowed except in open or accessible, non-plenum ceiling spaces for areas of high cable density.
4. Provide “J” hooks in accessible ceiling interior pathways.
5. All new conduits and pathway shall have pull tape installed.
6. All MDF/ IDF locations shall include an as-built drawing for the area it serves printed out on an 11”x17” laminated paper. Drawing to include all station locations and pathways. As-builts to also be provided electronically in a format acceptable to the District.
7. Full test reports shall be submitted to the District for all newly installed, or repaired data cables prior to sign off. Manufacturer certification and warranty acceptance required.

E. Renovation Fire Alarm System

1. Confirm compatibility of all new detection and notification equipment with the existing system.
2. Show the location of all existing fire alarm devices to be removed on the demolition drawings.
3. Reuse existing dedicated conduit where possible; pull new cable in all cases.
4. If needed upgrade to cellular dialer in lieu of copper connection.
5. All other requirements as required in the General Building Requirements above.

End of Part 3 –Renovation Design Standards

Part 4 – Modular Building Standards

I. General Items for Modular, Componentized or Prefabricated Building Projects

A. The following facility standards are the goal for the District's Modular classrooms when budget and schedule permit. The District Project Manager may alter these requirements to accommodate budget or schedule constraints. Refer to specific project scope statement.

B. The District will hire a Design Professional to prepare the DSA application to site the building. The District will provide the Design Professional with a specific project scope statement that conforms to these facility standards.

C. The District may contract directly with the building manufacturer for procurement of building(s). The Design Professional are required to coordinate the District's requirements with the manufacturer and coordinate the manufacturer's DSA submittal documents with the site development and building placement DSA submittal documents.

D. The District will determine on a project specific basis what portions of the work will be performed by a site contractor(s), Modular building manufacturer or District staff and how the work will be contracted. Design Professional to coordinate scopes of work on bid documents.

E. Refer to specific project scope statement for additional building and project requirements.

G. Building manufacturer will provide a complete set of drawings, specifications and calculations consisting of elements that have been "Pre-Checked" (PC) (pre-approved) by the Division of State Architect (DSA).

H. The District Project Manager will be responsible to coordinate all inspection requirements including the in-plant inspector and special inspection requirements with the Design Professional.

I. Refer to the below requirements for specific upgrades required from the manufacturer standards. See portions of outline specifications for the upgraded product requirements.

II. Site Items for Modular Building Projects

A. Modular, Componentized, or Prefabricated buildings are defined as a structure that is partially or fully made of pre-fabricated units constructed off-site in a factory-controlled environment and then transported to a school site for assembly.

B. Site Design: The Design Professional will be tasked with the siting of the Modular classroom building(s) in the specific project scope statement. The Design Professional shall obtain approval of the proposed layout from the designated District representative prior to starting construction documents. The siting must conform to the following requirements:

1. Locate buildings as close as possible to core campus.

2. Site in a manner that would minimize interference with supervision of campus and playfields.
3. Design site lighting around Modular buildings and on the path-of-travel between Modular buildings and rest of campus.
4. Do not site on existing utilities.
5. Address impact to existing site drainage by placement of new Modular buildings. Design positive drainage away from all buildings and walkways.
6. Address impact to existing landscaping and irrigation by placement of new Modular buildings.
7. Indicate path of travel to new Modular buildings and include any necessary modifications for code conforming path of travel.
8. All Modular building pads to be scarified and have a minimum of 12" AB compacted to 90% and extend 5 feet beyond building lines or foundation elements including stairs unless the Geotechnical Report requires additional requirements. ie. Lime Treat.
9. Design a minimum of a 48" wide 2" thick asphalt concrete walkway on minimum of 4" AB as required to establish an accessible path of travel for the new Modular building. Design positive drainage away from walkway(s).

C. Landscaping and Irrigation

1. Address impact to existing landscaping and irrigation by placement of new Modular buildings.
2. None of the landscape and irrigation standards differ for Modular Building(s) projects.

III. Building Items for Modular Building Projects

A. Building Design - The District will order the building(s) per the following requirements: add mech room if possible or at end of building

1. Classroom Size:
   a. Classrooms to be 24 x 40 or 30 x 32 depending on existing campus site layout. Slightly larger if possible for storage
   b. Building shall have a sloped metal gable roof with a 2 ½:12 slope.
2. Structural:
   a. Building Design Loads to be as required by California Building Code (CBC) for indicated occupancy and construction type.
   b. Foundation: Install on concrete foundation. The foundation and the method of fastening the units shall be per previous approval by DSA. Foundations shall be installed to be flush with building edges and not project beyond the outside face of the building.

B. Building Shell

1. The building shall not rely on sealant for primary weatherproofing. The steel frame shall be concealed behind vapor barrier and Cement Plaster. Specify continuous flashings with drip edge at the termination of roofing to fascia over Cement Plaster. Specify flashing with drip edge at all door and window heads.
2. Roofing: Manufacturer standard metal roofing with option reflective coating with energy star rating to qualify for “Cool Roofing” rebate.
3. Thermal Insulation: Specify a minimum of R–19 Walls, R-19 Floors, R – 30 Roof or (if higher values are required) as Determined by Title 24 Energy Calculations prepared by Building Manufacturer.
4. Vapor Barrier: Specify Tyvek vapor barrier or approved equal in lieu of the manufacturer standard building paper. Or Zip wall
5. Exterior Finish: Refer to specific scope statement for selection of exterior appearance:

C. Door hardware - Each door to be provided with the following:

1. Continuous geared aluminum hinge
2. Parallel arm door closure
3. Vandlgard lever set
4. District Schlage Everest master keying
5. Lock protector
6. Stop / holder
7. Aluminum threshold
8. Weather-stripping
9. Kickplate

D. Windows

1. Specify extruded anodized aluminum, single-hung windows with low-E dual-pane, insulating glazing.

E. Flooring

1. Elementary Classrooms (K-6): Specify walk-off matt carpet tiles at entry and 4-foot depth along cabinets with sink. The remainder of the room is to be carpet.
2. Middle and High School Classrooms: Specify carpet with walk-off matt carpet tiles at exterior door locations six-feet by six-feet walk-off minimum.

F. Ceilings

1. Acoustical Tile in lay–in ceiling grid. Exposed heavy-duty non-fire rated 24” by 48” grid flat white baked enamel finish. Mineral fiber lay-in ceiling tiles 24” by 48”, NRC Range .050 to .060, STC Range 30 to 34, white, fissured finish. Grid to be installed per DSA IR 47-4.

G. Blinds

1. Specify horizontal mini-blinds, all metal, on all windows. Specify pre-selected color from District standard color range.

H. Marker Boards & Sliding Visual Display Units

1. All classrooms to include (2) two white markerboards 48” high by 96” long per classroom with cork filled map rail, tray, (2) flag holders and aluminum trim.
2. All classrooms to include Horizontal sliding visual display units: Tech-Wall multi-track full height (4’x8’) marker board system with overhead triple track.

I. Casework - Specify built-in WI custom grade plastic laminate casework as follows:

1. Classrooms designated to serve grades TK-6 shall include sink with drinking fountain: (1) Sink cabinet and countertop: WI No. 155 (48” long x 24” deep x 34” high).
2. All other cabinets will be non-attached furniture.

J. Fire Extinguisher

1. All classrooms to have (1) one 10: BC extinguisher.

IV. Mechanical Items for Modular Projects

A. The District will order with manufacturer standard mechanical equipment and the District will replace thermostat with Pelican to tie into District system.

B. Condensate:

1. The Design Professional is to indicate the necessary condensate piping and dry-sump in grade box with removable lid.

C. Plumbing: No plumbing required.

V. Line Voltage Electrical Items for Modular Projects

A. Site Service

1. The Design Professional, contracted to site the new building, will be required to employ the use of a registered electrical engineer to evaluate the existing campus electrical service capacity and confirm

ability to add additional loads or design the necessary site service upgrade.

2. If necessary, the electrical engineer will design a new distribution panel with integrated TVSS to service new Modular building(s).

3. The Design Professional will coordinate all of the underground service utilities to require the site contractor to utilize a joint-trench.

B. Building Panel

1. The District will order the Modular classroom building with the following panels:

   a. 125-amp panel minimum for standard classroom building - minimum. Voltage to match campus electrical service.

   b. Voltage to match campus electrical service.

C. New Building Grounding

1. The Design Professional shall design the grounding and bonding as follows:

   a. Specify a ground rod in a grade box, adjacent to the building panel, for each Modular building.

   b. Require bonding of steel frame modules and stairs/ramp if applicable.

D. New Modular Building Classroom Power Requirements

1. The District will order the Modular classroom building with the following power requirements:

   a. Provide teacher with power and data receptacles to accommodate one computer and printer, etc. Accommodate pathway to cable teachers' computer to TV monitor.

   b. Provide four circuits to service receptacles. Three to service the computers and printers and one for general-purpose receptacles. Alternate circuits throughout classroom

   c. Provide at 78" on wall to accommodate TV wall mount bracket on sidewall adjacent to the teaching wall.

   d. Provide a power receptacle and adjoining Data receptacle in the ceiling to accommodate a future A/V projector.

   e. Provide additional power receptacle at designated wall location to provide power for cart mounted TV. Confirm location with District IT project manager.

E. Lighting

1. The District will order the Modular classroom building with the following lighting requirements:

   a. Provide 2 x 4 drop-in LED fixtures per District standard light fixture schedule. Design layout that creates a minimum maintained 5-foot candles at the vertical surface(s), including white boards and an average maintained 50-foot candles at the horizontal work surface, with a minimum of 30-foot candles at any location.

   b. The lighting design shall utilize less than 1.2 watts per square foot.

   c. Provide occupancy sensors for lighting control.

2. The electrical engineer will evaluate existing campus night lighting system and design the additional site lighting to illuminate path of travel to Modular buildings and surrounding areas. All lighting to be controlled by separate motion sensor with photocell. Design a minimum of 1.5 foot-candles on pathway.

   a. All control wiring shall be installed by the Electrical Contractor per the mechanical wiring diagrams.

VI. Technology / Low Voltage Systems for Modular Projects

A. General Notes for Technology/Low Voltage System Modular Projects:

1. The General Building design requirements apply to Modular Building projects. There are no additional requirements specific for Modular Building projects.

End of Part 4 –Modular Building Standards

Part 5 – Portable Building Standards

I. General Items for Portable Building Projects

A. The following facility standards are the goal for the District's portable classrooms when budget and schedule permit. The District Project Manager may alter these requirements to accommodate budget or schedule constraints. Refer to specific project scope statement.

B. The District will hire a Design Professional to prepare the DSA application to site the building. The District will provide the Design Professional with a specific project scope statement that conforms to these facility standards.

C. The District will contract directly with the building manufacturer for procurement of building(s). The Design Professional are required to coordinate the District's requirements with the manufacturer and coordinate the manufacturer's DSA submittal documents with the site development and building placement DSA submittal documents.

D. The District will determine on a project specific basis what portions of the work will be performed by a site contractor(s), portable building manufacturer or District staff and how the work will be contracted. Design Professional to coordinate scopes of work on bid documents.

E. Refer to specific project scope statement for additional building and project requirements.

J. Building manufacturer will provide a complete set of drawings, specifications and calculations consisting of elements that have been "Pre-Checked" (PC) (pre-approved) by the Division of State Architect (DSA).

K. The District Project Manager will be responsible to coordinate all inspection requirements including the in-plant inspector and special inspection requirements with the Design Professional.

L. Refer to the below requirements for specific upgrades required from the manufacturer standards. See portions of outline specifications for the upgraded product requirements.

II. Site Items for Portable Building Projects

A. Portable buildings are defined as a manufactured building that is transportable and is set on wood skids. "Portable " means a building that is designed and constructed to be relocatable and transportable over public streets. This building type is only to be used as temporary facilities.

B. Site Design: The Design Professional will be tasked with the siting of the portable classroom building(s) in the specific project scope statement. The Design Professional shall obtain approval of the proposed layout from the designated District representative prior to starting construction documents. The siting must conform to the following requirements:

1. Site buildings to be at grade, if possible. However, if ramps are required, utilize an individual ramp that meet ADA requirements.

Require the necessary field modifications and transitions to the manufactured aluminum ramps, rails and stairs for ADA compliance.

2. Where possible locate buildings in a row with a 24” minimum space between buildings with closure panels that match exterior building finishes. Secure areas behind and in between buildings to avoid hiding places.
3. Where applicable locate grouped buildings back-to-back with a secured, fenced utility space between buildings.
4. Locate buildings as close as possible to core campus.
5. Site in a manner that would minimize interference with supervision of campus and playfields.
6. Design site lighting around portables and on the path-of-travel between portables and rest of campus.
7. Do not site on existing utilities.
8. Address impact to existing site drainage by placement of new portable buildings. Design positive drainage away from all buildings and walkways.
9. Address impact to existing landscaping and irrigation by placement of new portable buildings.
10. Indicate path of travel to new portable buildings and include any necessary modifications for code conforming path of travel.
11. All portable building pads to be scarified and have a minimum of 8” AB compacted to 90% and extend 5 feet beyond building lines including ramps and stairs unless the Geotechnical Report requires additional requirements.
12. Design a minimum of a 48” wide 2” thick asphalt concrete walkway on minimum of 4” AB as required to establish an accessible path of travel for the new portable building. Design positive drainage away from walkway(s).
13. Provide proper venting and 2” rat slab to prevent burrowing below the building.

C. Landscaping and Irrigation

1. Address impact to existing landscaping and irrigation by placement of new portable buildings.
2. None of the landscape and irrigation standards differ for Portable Building(s) projects.

III. Building Items for Portable Building Projects

A. Building Design - The District will order the building(s) per the following requirements:

3. Classroom Size:

a. Classrooms to be 24 x 40 or 30 x 32 depending on existing campus site layout.

b. Building shall have a sloped metal gable roof with a 2 ½:12 slope.

4. Structural:

a. Building Design Loads to be as required by California Building Code (CBC) for indicated occupancy and construction type.

b. Foundation: Install on wood skid foundation. The foundation and the method of fastening the units shall be per previous approval by DSA. Foundations shall be installed to be flush with building edges and not project beyond the outside face of the building.

5. Ramps:

a. Specify pre-engineered aluminum ramp(s) with landing with anti-slip perforations.

b. Ramp(s) and landing(s) to be fully skirted with wood panels to match buildings.

B. Building Shell

1. The building shall not rely on sealant for primary weatherproofing. The steel frame shall be concealed behind vapor barrier and siding. Specify continuous flashings with drip edge at the termination of roofing to fascia over siding. Specify flashing with drip edge at all door and window heads.

2. Roofing: Manufacturer standard metal roofing with option reflective coating with energy star rating to qualify for “Cool Roofing” rebate.

3. Thermal Insulation: Specify a minimum of R–19 Walls, R-19 Floors, R – 30 Roof or (if higher values are required) as Determined by Title 24 Energy Calculations prepared by Building Manufacturer.

4. Vapor Barrier: Specify Tyvek vapor barrier or approved equal in lieu of the manufacturer standard building paper.

5. Exterior Finish: Refer to specific scope statement for selection of exterior appearance:

a. Wood siding, trim and building skirting: All plywood siding shall be APA or comparable rated exterior type, siding shall be medium density overlay (MDO) Duratemp or equal.

C. Door hardware - Each door to be provided with the following:

1. Continuous geared aluminum hinge

2. Parallel arm door closure

3. Vandlgard lever set

4. District Schlage Everest master keying

5. Lock protector
6. Stop / holder
7. Aluminum threshold
8. Weather-stripping
9. Kickplate

D. Windows

1. Specify extruded anodized aluminum, single-hung windows with low-E dual-pane, insulating glazing.

E. Flooring

1. Elementary Classrooms (K-6): Specify walk off carpet at entry. The remainder of the room is to be carpet.
2. Middle and High School Classrooms: Specify carpet with walk-off matt carpet tiles at exterior door locations for three feet walk-off minimum.

F. Ceilings

1. Acoustical Tile in lay–in ceiling grid. Exposed heavy-duty non-fire rated 24” by 48” grid flat white baked enamel finish. Mineral fiber lay-in ceiling tiles 24” by 48”, NRC Range .050 to .060, STC Range 30 to 34, white, fissured finish. Grid to be installed per DSA IR 47-4.

G. Blinds

1. Specify horizontal mini-blinds, all metal, on all windows. Specify pre-selected color from District standard color range.

H. Marker Boards

1. All classrooms to include (2) two white markerboards 48” high by 96” long per classroom with cork filled map rail, tray, (2) flag holders and aluminum trim.

I. Casework - Specify built-in WI custom grade plastic laminate casework as follows:

1. Classrooms designated to serve grades TK-6 shall include sink with drinking fountain: (1) Sink cabinet and countertop: WI No. 155 (48” long x 24” deep x 34” high).
2. All other cabinets will be non-attached furniture.

J. Fire Extinguisher

1. All classrooms to have (1) one 10: BC extinguisher.

IV. Mechanical Items for Portable Projects

A. The District will order with manufacturer standard mechanical equipment and the District will replace thermostat with Pelican to tie into District system.

B. Condensate:

1. The Design Professional is to indicate the necessary condensate piping and dry-sump in grade box with removable lid.

C. Plumbing: No plumbing required.

V. Line Voltage Electrical Items for Portable Projects

A. Site Service

1. The Design Professional, contracted to site the new building, will be required to employ the use of a registered electrical engineer to evaluate the existing campus electrical service capacity and confirm ability to add additional loads or design the necessary site service upgrade.

2. If necessary, the electrical engineer will design a new distribution panel with integrated TVSS to service new portable building(s).

3. The Design Professional will coordinate all of the underground service utilities to require the site contractor to utilize a joint-trench.

B. Building Panel

1. The District will order the portable classroom building with the following panels:

a. 125-amp panel minimum for standard classroom building - minimum. Voltage to match campus electrical service.

b. Voltage to match campus electrical service.

C. New Building Grounding

1. The Design Professional shall design the grounding and bonding as follows:

a. Specify a ground rod in a grade box, adjacent to the building panel, for each portable building.

b. Require bonding of steel frame modules and stairs/ramp if applicable.

D. New Portable Building Classroom Power Requirements

1. The District will order the portable classroom building with the following power requirements:

a. Provide teacher with power and 4 data receptacles to accommodate one computer and printer. Accommodate pathway to cable teachers' computer to TV monitor.

b. Provide four circuits to service receptacles. Three to service the computers and printers and one for general-purpose receptacles. Alternate circuits throughout classroom

c. Provide at power & data at 78" on teaching wall to accommodate wall mount TV & bracket.

d. Provide a power receptacle & 4 data receptacle in the ceiling to accommodate a future technology.

e. Provide additional power receptacle at designated wall location to provide power for cart mounted TV. Confirm location with District IT project manager

E. Lighting

1. The District will order the portable classroom building with the following lighting requirements:

a. Provide 2 x 4 drop-in LED fixtures per District standard light fixture schedule. Design layout that creates a minimum maintained 5-foot candles at the vertical surface(s), including white boards and an average maintained 50-foot candles at the horizontal work surface, with a minimum of 30-foot candles at any location.

b. The lighting design shall utilize less than 1.2 watts per square foot.

c. The lighting shall include occupancy sensors for lighting control.

2. The electrical engineer will evaluate existing campus night lighting system and design the additional site lighting to illuminate path of travel to portable buildings and surrounding areas. All lighting to be controlled by separate motion sensor with photocell. Design a minimum of 1.5 foot-candles on pathway.

a. All control wiring shall be installed by the Electrical Contractor per the mechanical wiring diagrams.

VI. Technology / Low Voltage Systems for Portable Projects

A. General Notes for Technology/Low Voltage System Portable Projects:

1. The General Building design requirements apply to Portable Building projects. There are no additional requirements specific for Portable Building projects.

End of Part 5 –Portable Building Standards

Part 6 – Interim Housing Portable Buildings Standards

I. General and Procedural Items for Interim Housing Building Projects

A. Interim Housing Portable Buildings are defined as a manufactured portable building that is utilized for temporary housing while the existing campus is undergoing renovation construction.

B. The District will contract directly with the building supplier for procurement of building(s). The Design Professional is required to coordinate the manufacturer's requirements with the site development documents.

C. Building supplier to provide required letter of certification indicating compliance with the elements that are necessary to obtain DSA temporary waiver and the HCD insignia number(s):

1. HCD commercial coach(s) supplied has been designed and constructed to the 1976 or later edition of the Uniformed Building Code (UBC).

2. HCD commercial coach(s) supplied was built after December 19, 1979.

3. HCD commercial coach(s) supplied is in good structural condition.

4. HCD commercial coach(s) supplied has its overhead nonstructural elements secured pursuant to DSA's standards.

5. HCD commercial coach(s) supplied has been placed on either a California registered engineer-approved foundation plan which meets UBC standards or a DSA approved foundation plan.

D. Building supplier is responsible to set buildings on foundation per manufacturer's details.

E. The District will hire a Design Professional to prepare the plans to site and service the building.

F. The District will provide the Design Professional with a specific project scope statement that conforms to these standards and indicates how many buildings will be required, where to site building(s) and what services will be required.

G. Design Professional is required to obtain temporary exemption from Division of State Architect (DSA) for use of non-conforming "Housing and Community Development" (HCD) commercial coaches for use as temporary student housing per DSA Policy #97-10. DSA will only grant exemption for a maximum of two year's.

H. Design Professional is required to obtain the plan approval of the siting and fire detection system with the local fire jurisdiction.

I. The District will determine on a project specific basis what portions of the work will be performed by a site contractor(s), portable building supplier or District staff and how the work will be contracted. Design Professional to coordinate scopes of work on bid documents.

J. The District will hire an independent inspector to inspect the installation and provide written reports and determination of conformance with installation requirements.

K. Refer to specific project scope statement for additional building and/or project requirements.

L. Note that the outline specifications do not apply to this type of project.

I. Landscaping and Irrigation

1. None of the landscape and irrigation standards differ for Interim Housing projects.

II. Architectural Items for Interim Housing Building Projects

A. Site Design: The Design Professional will be tasked with the siting of the portable classroom building(s) in the specific project scope statement. The Design Professional shall obtain approval of the proposed layout from the designated District representative prior to starting construction documents. The siting must conform to the following requirements:

1. Site buildings to utilize individual ramps and stairs that meet ADA requirements.

2. Where possible locate buildings in a row with a 24” minimum space between buildings. Secure areas behind and in between buildings with fencing to avoid hiding places.

3. Where applicable locate grouped buildings back-to-back with a secured, fenced utility space between buildings.

4. Locate buildings as close as possible to core campus.

5. Avoid siting in a manner that would minimize interference with supervision of campus and playfields.

6. Specify site lighting around interim housing portables and on the path-of-travel between portables and rest of campus.

7. Do not site on existing utilities.

8. Address impact to existing site drainage by placement of interim housing portables. Specify positive drainage away from all buildings and walkways.

9. Address impact to existing landscaping and irrigation by placement of interim housing portables. Identify any temporary modifications that may be required.

10. Indicate path of accessible travel to interim housing portables and include any necessary modifications for code conforming path of travel.

11. Prepare building pad in accordance with manufacturer’s foundation design requirements.

12. Specify a minimum of a 48” wide 2” thick asphalt concrete walkway to service interim housing portables. Specify positive drainage away from walkway(s).

III. Mechanical Items for Interim Housing Building Projects

A. The interim housing classrooms will be supplied with manufacture standard all electric HVAC system. There is no need to tie onto campus controls.

B. The interim housing classrooms typically will not have any plumbing. However, the Design Professional shall verify specific project requirements and coordinate water and sewer services if applicable.

IV. Line Voltage Electrical Items for Interim Housing Building Projects

A. The interim housing classroom(s) will be supplied with manufacture standard lighting and electrical service panel.

B. Design Professional to verify electrical service requirements and coordinate electrical work to service building(s).

1. If the Design Professional determines that there is not enough capacity with the existing site service to accommodate the additional interim housing portable(s) load, then the Design Professional shall notify the designated District representative for coordination with utility provider to provide an additional temporary electrical service.

2. The electrical service can be run overhead for cost savings.

C. Design Professional to include requirement for contractor to provide building grounding and bonding of modular frames in addition to the metal rails, stairs and ramps as part of the site service requirements.

V. Technology / Low Voltage Systems for Interim Housing Building Projects

A. The General Building design requirements apply to Interim Housing Portable Building projects. There are no additional requirements.

End of Part 6 –Interim Housing Portable Building Standards

Part 7 – Document Standards

I. General

A. All plans to be prepared in native Computer-Aided Design (CAD) format using Autodesk AutoCAD DWG (compatible with current release at time of project commencement. Submissions to the District shall be in a flattened, single layered Portable Document Format (PDF) accessible via Bluebeam REVU Studio so that constructability input can be captured and tracked. The final, native DWG files, including all associated external references (Xrefs) and plot style tables (CTB/STB), shall be provided on a USB flash drive or via secure electronic transfer upon project closeout for archival purposes.

B. Plans need to be prepared with large enough font size and style to allow for the 50% reduction sets to still be legible if printed.

C. All sheets shall include a standard tile block with project name, Design Professional name, sheet title, contents of sheet, sheet number, sheet index number, DSA approval stamp area, date block with revision date area. Also include on plan sheets a reduced key plan indicating areas shown on the specific plan sheet.

D. All plan sets shall utilize keynote system. Each sheet shall include legend of keynotes utilized on a specific sheet and a master list is to be included with the specifications as an exhibit.

E. All plan set sheets are to have the same building and site backgrounds, drawn at the same scale and in the same orientation.

F. On renovation projects, the room designations and building names to be utilized must match actual designations on site. Architect to meet with designated District representative and school principal to confirm designations.

II. Architectural Drawings

A. Cover Sheet

1. All plan sets to include cover sheet with project title, index of drawings, location map, standard symbol legend, abbreviations definitions, project directory (listing architect, all consultants, owner and CM), District's project identification number, list of all applicable building codes, and DSA required information.
2. On renovation projects, include the District's standardized notes on the cover sheet. (See Appendix "C").

B. Site Plans

1. The site plans are to include all existing and new accessible parking, path of travel and access to all buildings.
2. The limits of construction need to be clearing indicated.

3. All demolition work needs to be clearly identified. When removing flatwork, curb and gutter, or AC paving, indicate extent of removal on architectural site plans.
4. If existing mechanical, electrical devices, circuits, or services need to be relocated for demolition, show new location on both the architectural and appropriate consultant site plans.
5. Include all building tabulations/areas and parking tabulations.
6. Show code analysis required for occupancy and construction types.
7. Provide enlarged plans for site improvements such as stairs, accessible ramps, utility enclosures, and other congested areas.
8. Indicate location of contractor's corporation yard and workers parking as previously reviewed and approved by District.

C. Floor Plans

1. All areas of work shall be shown with relevant dimensioned floor plans.
2. Provide enlarged floor plans for toilet rooms, stairs, equipment rooms and other congested areas are required.
3. On renovation projects, provide separate demolition plans. When possible include on the same sheet as the new work. Extent of all demolition work and patching shall be clearly illustrated and noted.

D. Reflected Ceiling Plans

1. Clearly indicate and coordinate all scope of work to be performed on the ceilings.
2. Show ceiling access hatches where required.
3. On renovation projects, indicate areas of access for replacement of above ceiling items; i.e. piping/ductwork and include patching requirements.
4. On renovation projects, show existing items on ceiling and include areas of ceiling tile replacement.

E. Roof Plans

1. All areas of work shall be shown with dimensioned roof plans.
2. Reference all gutters, downspouts, roof drains, rooftop equipment curb and piping anchorage details.
3. Provide specific details for all flashing and sheet metal.
4. Verify gutter design and profile with District standard.
5. On renovation projects, indicate all new and existing equipment, piping, flues, vents, etc. Include requirement to replace or revise curbs as necessary to accommodate new roofing material warranties.
6. On renovation projects, reference all roofing transition and termination details.
7. On renovation projects, extent of all demolition work shall be clearly illustrated.
8. On renovation projects, indicate any areas of known dryrot or other structural damage on plans and reference appropriate repair details. Provide details for replacement of roof sheathing, fascias, sub-fascias,

and structural members, and for openings for ducts and exhaust fans. Be specific when identifying fascia and other finish material to be replaced. Indicate all items on roof to be removed and reinstalled or replaced.

9. On renovation projects, provide details when replacing roof drains and dome strainers, and show locations on plans.
10. On renovation projects, indicate areas of tapered insulation and thermal insulation with referenced transition details.

F. Exterior and Interior Elevations

1. Include detailed elevations of all surfaces requiring work.
2. Include vertical dimensions for all items unless indicated on building section. Horizontal dimensions should be only on the floor plans.
3. On renovation projects, the use of digital photography to depict both exterior and interior elevations is acceptable, provided that they are dimensioned, and work is properly identified with detail references and keynotes.

G. Door Schedule

1. Include all doors in schedule listing, dimensions, door type, hardware group, signage, and reference head, jamb and threshold details.

H. Window Schedule

1. Include all windows in schedule listing, dimensions, window type, and reference head, jamb and sill details.

I. Finish Schedule

1. Include on finish schedule pre-selected colors from the District standard color groups.

III. Civil Drawings

A. Include existing topography information as appropriate for specific project scope and include cross sections for new grading work.
B. Use same background as architectural with the same orientation and same scale.
C. Provide enlarged plans for site improvements such as stairs, accessible ramps, utility enclosures, and other congested areas.
D. Clearly indicate and coordinate all points of connection with invert elevations at both building tie-ins and off-site tie-ins.
E. Coordinate underground utilities to route around future building pads.

IV. Structural Drawing Standards

A. Use same background as architectural with the same orientation and same scale.
B. On renovation projects, include all know structural repairs and corresponding repair details. If additional repairs are anticipated, but in a concealed location, provide typical structural repair details for work to be performed on an allowance basis.

V. Mechanical Drawings

A. Provide appropriate legends, equipment schedules, etc. as required for the project. Legends shall include all symbols and abbreviations used on the drawings. Provide a plumbing fixture schedule on the plumbing drawings to define fixture connection pipe sizes.

B. Use same background as architectural with the same orientation and same scale.

C. When necessary, provide a site plan indicating all buildings, structures, paving, walkways, landscaping, site utilities, etc.

D. Provide separate plumbing drawings from the heating, air condition and ventilation plans.

E. Provide large scale (1/4" = 1'-0") partial plumbing floor plans and partial HVAC floor plans where necessary to clearly indicate work to be accomplished.

F. When new gas meters are required, indicate meter set location on the site plan and provide a piping diagram of the meter set indicating meter, valving arrangement, regulator if required, and seismic gas shutoff valve.

G. Cleary indicate all points of connection and coordinate with civil.

H. Indicate pressure of all gas piping.

I. Indicate plumbing fixture tabulations.

J. Provide building sections as necessary to indicate and make clear all duct routing and how it relates to the structure, the architecture, and other building utilities.

K. Provide details of specific construction items as necessary. Coordinate details with the specific construction which exists at the school, or which will be used on a new school building.

L. Provide temperature control diagrams for each system and each item of equipment to be controlled. Include schematic diagrams, sequences of operation, control equipment schedule, etc.

M. On renovation projects, clearly delineate which items are new and which are existing. Provide separate demolition plans. When possible include on the same sheet as the new work. Extent of all demolition work shall be clearly illustrated and noted. Coordinate patching requirements with architectural drawings.

VI. Electrical Drawing Standards

A. Provide appropriate legends, equipment schedules, etc. as required for the project. Legends shall include all symbols and abbreviations used on the drawings.

B. New light fixtures to be consistent with attached District standard light fixture schedule.

C. Use same background as architectural with the same orientation and same scale.

D. Provide separate power/signal drawings from lighting plans.

E. When necessary, provide a site plan indicating all buildings, structures, paving, walkways, landscaping, site utilities, etc. with enlarged ¼" per foot plan of new utility yard housing transformer and switchgear.

F. Provide panel schedule for all panels including load calculations and connected load of each panel.

G. Indicate all grounding and provide detail including grounding of chainlink fence at utility yard if applicable.

H. Show all anchorage details for specific conditions.

I. On renovation projects, clearly delineate which items are new and which are existing. Provide separate demolition plans. When possible include on the same sheet as the new work. Extent of all demolition work shall be clearly illustrated and noted. Coordinate patching requirements with architectural drawings.

J. On renovation projects indicate actual routing of all conduits. Coordinate with routing of existing and new conduits (line voltage and low voltage) and mechanical piping to utilize common support wherever possible. Minimize routing of conduits on roof, but where necessary minimize anchored blocks.

K. On renovation projects, indicate location of casework and other obstructions in conjunction with location of surface mounted raceway.

VII. Landscape Drawing Standards

A. Use same background as architectural with the same orientation and same scale.

B. Provide appropriate legends, equipment schedules, etc. as required for the project. Legends shall include all symbols and abbreviations used on the drawings.

C. New landscaping and irrigation to be consistent with attached District standard planting details.

D. Coordinate all new concrete with architectural drawings.

End of Part 7 - Document Standards

Part 8 – Outline Specifications

I. Preface

The following specifications have been prepared to establish and sustain consistent representation of the requirements and standards to all members of the Design Team, District Administration, Faculty, and other stakeholders. Included in these District Specification Standards are a combination of both outline specifications and master specifications for the various sections that may apply to your specific project. The master specification sections can be provided in Word format for editing by the Design Professionals to make it project specific and are to be incorporated into the Project Manual. The outline specification sections include requirements that are to be integrated into the master specifications of the Design Professionals choice and edited as appropriate to meet the specific project requirements. It is not the intent to address all items required for all projects. Materials, products, and items not listed are to be recommended by the Design Professional and reviewed by the District Project Manager. The information is not intended to be "cut and pasted" into the construction documents. Variances from the District Specification Standards must be submitted on a Variance Request form and approved by the District's Project Manager.

The Design Professional shall specify at least three manufacturers unless the District has selected a specific manufacturer. Inform the District's Project Manager of any difficulties in identifying equivalent products.

Where optional material or equipment choices are presented in the District Specification Standards, select the items to be used in the project and edit the specification sections as necessary.

II. Mock-Ups

Mock-ups and pre-installation meetings are not required in all cases. The Design Professional must judge the complexity of the work and make the determination if either is appropriate for the job. The District prefers mock-ups and to include pre-installation conferences for all but the simplest installations. The Design Professional is to recommend and obtain District approval of mock-up requirements prior to finalizing bid documents.

III. Commissioning

The Design Professional is to consult with the District project manager to determine the need and level of commissioning appropriate for each specific project. It is District's intent, at a minimum, to commission the Food Service, HVAC, Plumbing (including plumbing and gas systems for Laboratory Classrooms), Electrical (Lighting Controls, BMS / EMS), Low Voltage Systems (Fire Alarm, Data, and Security), Laboratory Fume Hoods, and irrigation system controllers. The Design Professional is to coordinate the commissioning requirements with the District's commissioning consultant and obtain District approval of requirements prior to finalizing bid documents. Include in the respective specification section sections requirement for video recording all of the M&O training sessions.

IV. Bidding And Contract Requirements

The “front-end” documents inclusive of bid form, bid instructions, General Conditions, insurance, and contractual requirements, will be provided by the District and shall be edited by the Design Professional for specific project requirements. The Design Professional must assist the District in the preparation of the front-end documents by submitting with the bid set:

- List of Alternates, deductive and additive.
- List of Allowances
- Suggested duration of construction
- Brief description of the work, including phasing requirements
- Construction Cost Estimate
- Operation and Maintenance manual requirements
- Record Drawing requirements

A. Warranty

Require a general two-year warranty from the General Contractor on the entire project. The warranty shall commence upon recordation of the Notice of Completion. In addition, provide the specific manufacturer warranty requirements that are beyond the two-year. Require contractor to provide Itemized warranty list for each major piece of equipment with manufacturer service contact information. All information to be included on thumb drive and electronic PDF version with bookmarks that contains all warranties and contact information.

B. Operations and Maintenance Manuals

Require thumb drive and electronic PDF version with bookmarks that contains all operation and maintenance information and all approved submittals/shop drawings.

C. Extra Stock

The Design Professional must confirm with the District project manager the extra stock requirements for their specific project.

D. Hazardous Materials

No materials or products containing hazardous materials shall be specified or otherwise allowed for use on any project.

E. Final Cleaning

All contracts are to include a final cleaning requirement as a part of Division 01.

02 41 13 Selective Demolition

Part 1 - General

A. Scope: (Renovation Projects Only)

1. Coordinate with recommendations of the District environmental consultants for abatement of hazardous materials including: asbestos, lead, other hazardous materials including; PCBs in transformers, fluorescent lamp recycle/disposal, radon abatement, and lead paint removal, VCT, TSI, etc.

2. The District prefers abatement of asbestos versus encapsulating. Items that are to be encapsulated due to budgetary or physical restraints need to be reviewed with the designated District representative.

3. Design professionals to review items to be removed with M&O prior to bid to determine if salvage is desired. After items are identified in documents, add the following paragraph into the above referenced specification section:

"Deliver salvaged material to a location designated by the District. Contractor shall be responsible for all such materials, fittings, fixtures, etc., and shall use the utmost care in their removal, so as to insure the least possible damage to the same or surrounding work."

03 30 00 Cast-In-Place Concrete

Part 1 – General

A. Warranty

1. Require unconditional two (2) year installation warranty commencing on date of ”Substantial Completion” for cracking.
2. Require a site review with the District Project Manager prior to expiration of warranty as a condition to end installation warranty period.

B. Pre-installation Meeting

1. Schedule a pre-installation meeting with Architect, Owner’s Representative, Project Inspector, and Contractor in attendance.

C. Submittals

1. Include requirements for submission of mix designs per Division 01. The Structural Engineer of record and the District’s testing laboratory must approve all mix designs.

Part 2 – Products

Note to Design Professional: Do not specify colored concrete.

A. All concrete to be batched in a certified plant capable of achieving DSA waiver of continuous batch plant inspection in accordance with CBC. 1705A.3.3

B. All concrete to be produced by the same batch plant.

C. Structural concrete mix design shall yield specified strength prior to 28 days.

Part 3 – Execution

A. Vertical and decorative concrete shall be sacked and patched.

B. Finishes: medium broom finish at horizontal concrete.

05 50 00 Metal Fabrications

Part 1 - General

A. Scope:

1. All project types when required by scope statement. Refer to design standards for requirements.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require shop drawings.

Part 2 - Products

A. All downspouts to be galvanized schedule 40 steel-pipe.

B. All exterior metal fabricated items to be hot-dipped galvanized after fabrication.

C. Metal stair nosing (where required): Balco cast iron stair nosing or approved equal. Extend nosing full length of steps.

Part 3 - Execution

A. All downspouts to have welded joints. Threaded and collard joints are not acceptable.

B. Require downspouts to be water tested in presence of the Project Inspector.

06 10 00 Rough Carpentry

Part 1 - General

A. Scope:

1. All project types when necessitated by scope.

B. Codes and Standards:

1. Reference the latest editions of all applicable codes.

C. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.

D. Material Handling & Storage:

1. All materials are to be dry stored and protected from weather.

Part 2 - Products

A. Mill stamped S-Dry; maximum moisture 19 percent prior to installation. Lumber shall exhibit no growth of fungus when installed.

Part 3 - Execution

A. Install per manufacturer's recommendations.

06 20 00 Finish Carpentry

Part 1 - General

A. Scope:

1. All project types when necessitated by scope.

B. Codes and Standards: Reference the latest editions of all applicable codes.

C. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require shop drawings.

Part 2 – Products

A. All finish lumber to be kiln dry.

B. All casework to be WI certified, Custom Grade.

Part 3 - Execution

A. All joints to be beveled. No butt joints.

07 31 13 Asphalt Shingle Roofing (All Slope Above 2:12)

Part 1 – General

1.1 SCOPE OF WORK

A. Provide all labor, equipment, and materials to install asphalt shingle roof system over the properly prepared substrate.
B. Tear off and dispose of current roof system and edge metal down to structural deck.
C. Inspect deck and perform any repairs as needed. All dry rot to be replaced with like kind materials.
D. Remove and replace existing reglet counter flashing and step flashings.
E. Remove all abandoned curbs and properly roof back in.
F. Ensure deck is clear of all dirt, dust and debris.
G. Install R-Mer Seal underlayment.
H. Install new asphalt composition shingles as indicated by Owner.
I. Install new R-Mer Edge pre-formed gutters. Gutters to be 22 gauge and kynar coated.
J. Install 16 gauge downspouts primed and painted to std. color chosen by district.
K. Install low profile venting at eave and ridge as required to meet building code.

1.2 RELATED SECTIONS

A. Drawings and general provisions of the Contract, including General Supplementary Conditions and Division 1 Specification Sections apply to this section.

B. Coordinate with related work specified elsewhere:

1. Division 6 Section "Rough Carpentry" for wood blocking and nails.

2. Division 7 Section "Flashing and Sheet Metal."

1.3 REFERENCES

A. American Society for Testing and Materials (ASTM)
1. D41, Specification for Asphalt Primer Used in Roofing, Damp proofing, and Waterproofing
2. D3462 Standard Specification for Asphalt Shingles Made From Glass Felt and Surfaced With Mineral Granules.
3. D451, Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products
4. D1079,Terminology Relating to Roofing, Waterproofing, and Bituminous Materials

5. D1227,Specification for Emulsified Asphalt Used as a Protective Coating for Roofing
6. D1863,Specification for Mineral Aggregate Used on Built-Up Roofs
7. D2178,Specification for Asphalt Glass Felt Used in Roofing and Waterproofing
8. D2822,Specification for Asphalt Roof Cement
9. D2824,Specification for Aluminum-Pigmented Asphalt Roof Coating
10. D3019,Specification for Lap Cement Used with Asphalt Roll Roofing
11. D4601,Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing
12. D5147,1991 Test Method for Sampling and Testing Modified Bituminous Sheet Materials
13. E108, Test Methods for Fire Test of Roof Coverings

B. ASCE-7 Wind uplifts requirements for geographical area.

C. Federal Specifications (FS)
1. TT-S-00230C

D. National Roofing Contractors Association (NRCA)
1. Roofing and Waterproofing Manual

E. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA)
1. Architectural Sheet Metal Manual

F. Underwriters' Laboratories (UL)
1. Fire Hazard Classifications
2. Class 90-wind uplift.

G. California Building Code (CBC)

1.4 SUBMITTALS

A. Provide the following to the Owner prior to award of roofing work.
1. Written certification from the roofing system manufacturer corporate officer certifying that the applicator is currently approved for installation of the specified roofing system.
2. Descriptive product data including MSD sheets.
3. Certification of Class A roof system.
4. Sample copy of contractor's workmanship warranty.
5. Sample copy of specified Manufacturer's warranty.
6. Sample copy of Manufacturer's Architectural indemnification Agreement.

B. Product data: Submit brochures containing material samples, SDS, schedules, charts, literature, and illustrations to indicate the performance, fabrication procedures, product variations, and accessories.

1. Within four (4) weeks of award of contract, submit:
   a. Minimum of two (2) samples of each sheet material and descriptive literature.
   b. Manufacturer's specifications and other independent test data needed to prove compliance with specified requirements.
   c. All other data and information to satisfy requirements of manufacturer on warranty needs.
   d. A written statement from the roofing materials manufacturers corporate officer approving the installer and stating the intent to guarantee the completed project as specified.
   e. Samples of proposed warranty complete with any addenda necessary to meet the warranty requirements as specified.
   f. Certified copy of ISO 9001 compliance.

C. Maintenance procedures: Upon substantial completion of the project, deliver to Owner three (3) copies of manufacturer's printed instructions regarding care and maintenance of roof.

D. Wind uplift calculation: underlayment manufacturer's engineering department shall provide a ASCE 7-10 calculation per CBC, Chapter 15. Calculation shall diagrammatically show fastening pattern for insulation attachment.

E. Plumbing calculation: underlayment system manufacturer's engineering department shall provide a primary drain and overflow drain or overflow scupper calculation per CBC, Chapter 11.

F. Structural wind load calculation: underlayment manufacturer's engineering department shall provide a ASCE 7-10 calculation per CBC, Chapter 16. Calculation shall diagrammatically show fastening pattern for structural deck attachment.
   1. Manufacturer shall provide on-site verification structural deck meets loading requirements after roof have been removed.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Roofing system manufacturer shall have a minimum of 10 years experience in manufacturing modified bitumen roofing products in the United States and be ISO 9001 certified.

B. Installer Qualifications: Installer (Roofing) shall be specializing in modified bituminous roof application with minimum 5 years experience and who is certified by the roofing system manufacturer as qualified to install manufacturer's roofing materials.
   1. Installer shall be California C-39 licensed.
   2. Install shall have an office with 50 miles of the job site in order to provide prompt leak response during contractor warranty period.

C. Regulatory Requirements:

1. Classification by Underwriters' Laboratories, Inc. as a Class A roof covering.
2. Roofing system shall be installed in accordance with ASCE-7 wind uplift requirements for geographical location and a 120 MPH 3-second gust wind speed zone with an importance factor of 1.15 based on IBC requirements. Wind-resistance loads listed below have a safety factor of 2.0 incorporated into the calculation.
3. Follow local, state, and federal regulations of safety standards and codes. Refer to applicable building code or International Building Code for roofing system installation requirements and limitations.

D. Installer's Field Supervision: Require Installer to maintain a full-time Supervisor/Forman on job site during all phases of roofing work and at any time roofing work is in progress, proper supervision of workmen shall be maintained. A copy of the specification shall be in the possession of the Supervisor/Foremen and on the roof at all times.

E. It shall be the Contractor's responsibility to respond immediately to correction of roof leakage during construction.

F. Disqualification of Bidders: A bidder can be disqualified by the Architect or Owner for any of the following reasons, but not limited to:

1. The failure to attend the Pre-Bid conference at the time and place so described under Bidding Dates.
2. Incorrect use of the "Proposal" as provided by the Architect/Owner. Any changes in said format shall be accepted by the Architect/Owner only when requested and approved in writing prior to the bid opening. Changes in the Proposal after the opening of the bids will not be accepted.
3. Lack of proficiency as shown by past work or incomplete work under other contracts which, in the judgement of the Architect/Owner might hinder or prevent the prompt completion of additional work if so awarded or any involvement in any legal actions which relate to past or present performance. This includes, but is not limited to lawsuits, court appointed actions, and/or ongoing litigation.

G. Pre-installation Roofing Conference: Approximately 2 weeks before scheduled of commencement roof system and associated work, meet at Project site with Installer, installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in the around roofing that must precede or follow roofing work (including mechanical work if any), Architect/Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, test agencies, and governing authorities. Objectives to include:

1. Review foreseeable methods and procedures related to roofing work.

   Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations, and other preparatory work performed by other trades.

2. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.

3. Review roofing systems requirements (drawings, specifications, and other contract documents).

4. Review required submittals, both completed and yet to be completed.

5. Review and finalize construction schedule related to roofing work and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

6. Review required inspection, testing, certifying, and material usage accounting procedures.

7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not a mandatory requirement).

8. Record (contractor) discussion of conference, including decisions and

   agreements (or disagreements) reached, and furnish copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.

9. Review notification procedures for weather or non-working days.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.

B. Store and handle roofing sheets in a dry, well-ventilated, weather-tight place to ensure no possibility of significant moisture exposure. Store rolls of felt and other sheet materials on pallets or other raised surface. Stand all roll materials on end. Cover roll goods with a canvas tarpaulin or other breathable material (not polyethylene).

C. Do not leave unused rolled goods on the roof overnight or when roofing work is not in progress unless protected from weather and other moisture sources.

D. Handle and store materials or equipment in a manner to avoid significant or permanent deflection of deck.

1.7 MANUFACTURER'S INSPECTIONS

A. When the project is in progress, the Roofing System Manufacturer will provide the following:

1. Keep the Architect/Owner informed as to the progress and quality the work as observed.

2. Provide job site inspections minimum three days per week by a full time employee of the underlayment manufacturer.

3. Report to the Architect/Owner in writing, any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.

4. Confirm, after completion of the project and based on manufacturer's observations and tests, that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.8 PROJECT CONDITIONS

A. Weather Condition Limitations: Do not apply roofing membrane during inclement weather or when a 30% chance of precipitation is expected.

B. Do not apply roofing insulation or membrane to damp deck surface.

C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.

D. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.

1.9 SEQUENCING AND SCHEDULING

A. Sequence installation of modified bituminous sheet roofing with related units of work specified in other sections to ensure that roof assemblies, including roof accessories, flashing, trim, and joint sealers, are protected against damage from effects of weather, corrosion, and adjacent construction activity.

B. All work must be fully completed on each day. Phased construction will not be accepted.

1.10 WARRANTY

A. Shingle Manufacturer upon completion of installation, and acceptance by the Owner and Architect, the manufacturer will supply to the Owner the shingle warranty.
   1. Warranty shall cover the calculated wind speed.
   2. Underlayment Warranty to be provided as a 10-year material warranty.

B. Provide a five (5) year workmanship warranty.

C. Underlayment manufacturer will provide an annual inspection at the annual request of the owner for the life of the warranty.

PART 2 - PRODUCTS

2.1 GENERAL

A. When a particular trade name or performance standard is specified it shall be indicative of a standard required.
   1. Design is based on Timberline HDZ Reflector Series shingles manufactured by GAF Roofing Products. (color to be determined by Owner)
   2. Pre-approved equal as noted below.

B. Provide products as specified. Prime bidding contractors proposing substitutes shall submit all required submittal information under 07 31 13, PART 1, 1.4 to The Owner's representative at least 10 days prior to bid due date. All substitutions have to be approved prior to bidding. No substitutions will be accepted after bidding or contract award. All bidders will have an opportunity to bid on any substitute system that is approved. Substitution requests will not be accepted from anyone other than prime bidding contractors who have attended the prebid walkthrough.

C. Any item or materials submitted as an alternate to the manufacturer specified must comply in all respects as to the quality and performance, including job site investigation of the brand name specified. The Owner shall be the sole judge as to whether or not an item submitted as an equal is truly equal. Should the contractor choose to submit on the equal basis, he shall assume all risk involved, monetary or otherwise, should the Owner find it unacceptable. The Contractor is warned to obtained prior approval at least ten days prior to bid date of any material not specified. The following must be included for materials submitted for substitutions: (five copies)

   1. Complete data substantiating compliance of proposed substitution with Contract Documents.

   2. For products:
      a. Product identification, including manufacturer's literature and manufacturer's name and address.
      b. Current certificate from an accredited testing laboratory comparing the physical and performance attributes of the proposed material with those of the specified. Test results must be dated, notarized, and on testing laboratory stationary.

c. A five gallon sample of any adhesive, coating, mastic or sealant and a 3' X 5', sample of any sheeting goods as may be specified. Manufacturer's labels must be on containers, smaller containers may be submitted if manufacturer's labels are attached.
d. Material Safety Data Sheets providing all pertinent data as to flammability, combustibility, toxicity, etc.
e. List of at least five (5) local jobs within 50 miles, where the proposed alternate material was used under similar conditions. These jobs must be available for inspection by the Owner. Names, phone numbers, and a copy of manufacturers warranty on each job are required for verification.
f. Notarized statement from the Roofing System Manufacturer, signed by a corporate officer of the Corporation with the Corporate Seal affixed thereto stating in writing that:

- All Bidding Documents have been inspected.
- The project site has been inspected.
- The roofing system manufacturer will provide field inspections on a daily basis, on during, and until all construction work is completed and accepted by the Owner. Inspections shall be performed by a full time employee of the manufacturer. These inspections shall be provided to the Owner at no charge.
- Furnish the warranty as stipulated in the Contract Documents.

3. For construction methods:
   a. Detailed description of proposed method.
   b. Drawings illustrating methods.
4. Itemized comparison of proposed substitution with product or method specified.
5. Data related to changes in construction schedule.
6. Relation to separate contracts.

D. In making request for substitution, Bidder / Contractor represents:

1. He/she has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
2. He/she will provide the same guarantee for substitution as for product or method specified.
3. He/she will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
4. He/she waives all claims for additional cost related to substitution which consequently become apparent.
5. Cost data is complete and includes all related cost under his contract or other contracts which may be affected by the substitution.
6. He/she will reimburse the Owner for all redesign cost substitute may require.

E. Substitutions will not be considered if:

1. Product or method to be considered does not have a minimum of ten (10) years of successful performance in roofing and reroofing applications in the United States.
2. Any discrepancies in the test data, or if the tests or submittals are incomplete.
3. They are indicated or implied on Shop Drawings or Project Data Submittals without formal request submitted in accordance with Paragraph 2.01.
4. Acceptance will require substantial revision of Contract Documents.

2.2 MATERIALS

A. Asphalt Shingles: Asphalt-coated glass felt, mineral granule surfaced, complying with ASTM D 3462; Class A fire resistance.
   1. Style: Certainteed Landmark.
   2. Color: Max Def Weathered Wood.

2.3 SHEET MATERIALS

A. Underlayments:
   1. Product " R-mer Seal" by The Garland Company.
      Local Representative Dan Mc Cready, dmccready@garlandco.com
      mobile: (916) 865-7753
      a. Peel and Stick Modified Bitumen Underlayment: Styrene-Butadiene-Styrene (SBS) modified fiberglass base sheet, 45 mil thickness, asphalt coated, Class A fire retardant, conforming to ASTM D-5147, breaking strength 35 lb. min. when tested according to ASTM D 5147.
      b. White film surface.
      c. Slip resistant.

2.4 ACCESSORIES

A. **Mountain Ridge** Shingles by CertainTeed. Distinctive hip and ridge cap shingle complementing the color of selected roof shingle.

B. **Swiftstart** Starter Strip by CertainTeed. Self sealing starter shingle designed for all roof shingles. Each bundle covers approx. 120 lineal feet (36.58m).

C. Eave and Ridge Vents, below deck ventilation system.

D. Plastic Roof Cement conforming to ASTM D4586.

E. Fasteners: Hot Dip Galvanized nails with minimum 3/8 inch (9.5 mm) head.

F. Dormer Vents: Construction Metals Inc. low profile stamped dormer, Simpson LPSD20.

G. Gutters: R-Mer Edge Pre-Formed Gutters: Galvinized Sheet Metal, ASTM B209, coating designation, in 22-gauge Kynar coated, commercial quality

H. Sealant: Tuff Stuff by The Garland Company

I. Plastic Cement: ASTM D 4586 Type I, fibrated asphalt roof cement. "Flashing

Bond" manufactured by Garland.

2.5 SHEET METAL FLASHING & TRIM

A. Sheet Metal Flashing and Trim: Comply with requirements in Division 7 Section "Sheet Metal Flashing and Trim."

B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item.

1. Step Flashings: 24 gauge minimum. Fabricate with a headlap of 2 inches (50 mm) and a minimum extension of 5 inches (125 mm) over the underlying asphalt shingle and up the vertical surface.
2. Cricket Flashings: 24 gauge minimum. Fabricate with concealed flange extending a minimum 24 inches (600 mm) beneath upslope asphalt shingles and 6 inches (150 mm) above the roof plane.
3. Open Valley Flashings: 24 gauge minimum. Fabricate in lengths not exceeding [10 feet (3 m)] with 1-inch- (25-mm-) high inverted-V profile at center of valley and equal flange widths of 10 inches (250 mm).
4. Drip Edges: 24 gauge minimum. Fabricate in lengths not exceeding [10 feet (3 m)] with 2-inch (50-mm) roof deck flange and 1-1/2-inch (38-mm) fascia flange with 3/8-inch (9.6-mm) drip at lower edge.
5. Vent Pipe Flashings: ASTM B 749, Type L51121, at least 1/16 inch (1.6 mm) thick. Provide 4lb lead sleeve sized to slip over the pipe and install the factory lead counter flashing cap.
6. Fascia: 22 gauge. Wrap fascia board to prevent future rot. Std. color

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrate surfaces to receive modified bitumen sheet roofing system and associated work and conditions under which roofing will be installed. Do not proceed with roofing until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing modified bitumen sheet system.

B. Insurance / Code Compliance: Where required, install and test roofing system to comply with governing regulations and specified insurance requirements.

C. Protect other work from spillage of roofing materials, and prevent liquid materials from entering or clogging drains and conductors. Replace or restore other work damaged by installations of roofing system work.

D. Coordinate installing roofing system components so that insulation and roofing plies are not exposed to precipitation or left exposed overnight.

E. Substrate Joint Penetrations: Prevent bitumen from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

F. Apply roofing materials as specified herein unless recommended otherwise by manufacturer's instructions. Keep roofing materials dry before and during application. Do not permit phased construction. Complete application of roofing plies, modified sheet and flashing in a continuous operation. Begin and apply only as much roofing in one day as can be completed that same day.

3.3 INSTALLATION - UNDERLAYMENT

A. Install underlayment perpendicular to slope of roof, with ends and edges weather lapped minimum 6 inches. Stagger end laps of each consecutive layer. Nail in place.

B. Items projecting through or mounted on roof: Weather lap and seal watertight with plastic cement.

3.4 INSTALLATION - METAL FLASHING AND ACCESSORIES

A. Install flashings in accordance with Section 07 62 00, and SMACNA Architectural Sheet Metal Manual requirements.

B. Weather lap joints minimum 3 inches and seal weather tight with plastic cement.

C. Secure in place with nails at 8 inches on center. Conceal fastenings.

D. Items Projecting Through or Mounted on Roofing: Flash and seal weather tight with plastic cement.

3.5 INSTALLATION - SHINGLES

A. Install shingles in accordance with manufacturer's instructions.
   1. Fasten strip shingles using 6 nails per strip, or as required by code, whichever is closer.
   2. Fasten strip shingles with minimum 3 asphalt mastic seal tabs 1 inch diameter by 1/8 inch thick per shingle, and as recommended by manufacturer for high wind exposure installation.

B. Place shingles in straight coursing pattern with 5 inch weather exposure to produce double thickness over full roof area. Provide double course of shingles at eaves.

C. Project first course of shingles 3/4 inch beyond fascia boards.

D. Extend shingles 1/2 inch beyond face of gable edge fascia boards.

E. Coordinate shingle installation with sheet metal valley flashings.

F. Cap hips with individual shingles, maintaining 5 inch weather exposure. Place to avoid exposed nails.

G. Coordinate installation of roof mounted components or work projecting through roof with weather tight placement of counterflashings.

H. Complete installation to provide weather tight service.

3.6 FIELD QUALITY CONTROL

A. Testing:
   1. Re-test until roof is shown to be watertight.

B. Underlayment manufacturer Field Services: Provide three times weekly site inspection for a minimum of one (1) hour during active roofing operations by an experienced, full time employee of the roofing manufacturer. Submit written reports weekly.

3.7 CLEANING

A. Clean exposed sheet metal work at completion of installation. Remove grease and oil films, excess joint sealer, handling marks, and debris from installation, leaving the work clean and unmarked, free from dents, creases, waves, scratch marks, or other damage to the finish.

B. Touch up minor abrasions and exposed fasteners with matching paint provided by panel manufacturer. Remove and replace panels that cannot be satisfactorily touched up.
   1. No exposed sealant or visible raw metal.

C. Sweep and remove chips, shavings, and dust from roof on a daily basis during installation period. Leave installed work clean, free from grease, finger marks and stains.

D. Upon completion of installation, remove scraps and debris from project site.

3.8 PROTECTION

A. Do not permit storage of materials or roof traffic on installed roof panels. Provide temporary walkways or planks as necessary to avoid damage to completed work. Protect roofing until completion of project.

B. Touch-up, repair, or replace damaged roof panels or accessories before date of Substantial Completion.

07 41 13 Metal Roof Panels

Part 1 – General

1.1 SECTION INCLUDES

A. Includes all labor, materials, and equipment to install a Standing seam metal roof system over the properly prepared substrate.

B. Includes removal and disposal of existing roofing system(s), insulation board, gutters, flashings, sheet metal items, copings, etc. for a complete prepared roof surface to receive the new roofing system.

C. Includes a new standing seam metal roofing system with all accessories as needed for a complete warrantable roofing system.

1.2 SCOPE OF WORK

A. Remove all roofing components to a clean deck.

B. Inspect exposed structural deck upon removal of existing roofing. Remove and replace damaged decking as approved in writing by the owner.

C. Remove and replace damaged wood fascia board at roof perimeters, as approved by the owner. New fascia shall match existing in size and installation method, be factory or field primed, and comply with material requirements specified in Section 06 10 00 -Rough Carpentry.

D. Remove all existing pipe penetrations flashings. Install new flashing and crickets as needed to fully integrate into the roofing system. Flashings to match roof color.

E. Remove existing gutters and downspouts and install new 22gauge Kynar Coated gutters and downspouts. Gutters to be minimum 5” on face. Gutters shall be contractor-fabricated from manufacturer-supplied 4’x10’ Kynar coated flat stock, and installed per the roofing manufacturer’s approved details and Section 07 62 00 – Sheet Metal Flashing and Trim. All gutters shall be properly sloped and sized in accordance with SMACNA guidelines for the roof area served.

F. Install 2” Poly Iso insulation.

G. Install ½” DensDeck Prime Coverboard over the deck and any insulation. All layers mechanically attached to the structural deck in accordance with engineer-approved wind uplift calculations and the roofing manufacturer’s installation requirements.

H. Install (1) ply of SA 45 mil roofing underlayment.

I. Install Standing seam metal roof panels per manufacturer's guidelines. All materials shall be installed in accordance with the roofing manufacturer's written installation guidelines and project specific shop drawings.

1.3 RELATED SECTIONS

A. Section 01 11 00 – Summary of Work.

B. Section 06 10 00 – Rough Carpentry.

C. Section 07 22 16 - Roof Board Insulation.

D. Section 07 52 00 - Modified Bituminous Membrane Roofing

E. Section 07 62 00 - Sheet Metal Flashing and Trim.

1.4 REFERENCES

A. ASTM A 240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.

B. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

C. ASTM A 792/A 792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.

D. ASTM A 875 - Standard Specification for Steel Sheet, Zinc-5 % Aluminum Alloy-Coated by the Hot-Dip Process

E. ASTM B 101 - Standard Specification for Lead-Coated Copper Sheet and Strip for Building Construction.

F. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.

G. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.

H. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.

I. ASTM D 1056 - Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.

J. ASTM D 2178 - Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.

K. ASTM D 3575 - Standard Test Methods for Flexible Cellular Materials made from Olefin Polymers.

L. ASTM E 84 - Standard Test for Surface Burning Characteristics of Building Materials.

M. ASTM E 283 - Standard Test Method for Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.

N. ASTM E 331 - Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.

O. ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.

P. ASTM E 1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.

Q. ASTM E 1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.

R. ASTM E 2140 - Standard Test Method for Water Penetration of Metal Roof Panel Systems by Static Water Pressure Head.

S. AAMA 501.1 - Standard Test Method for Water Penetration of Windows, Curtain Walls and Doors Using Dynamic Pressure.

T. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.

U. FM 4470 Approval Standard for Class 1 Panel Roofs.

V. FM 4471 - Class 1 Panel Roof; Factory Mutual Research Corporation.

W. UL 263 - Fire Tests of Building Constructions and Materials.

X. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies.

Y. UL 790 - Standard Test Methods for Fire Tests of Roof Coverings.

Z. UL 1897 - Uplift Test for Roof Covering Systems.

AA. ICC-ES AC166 - Test Procedure for Wind Driven Rain Resistance of Metal Roof Coverings.

BB. SMACNA - Architectural Sheet Metal Manual.

CC. National Coil Coating Association (NCCA)

DD. NRCA - The NRCA Roofing and Waterproofing Manual.

1.5 DESIGN / PERFORMANCE REQUIREMENTS

A. Standing Seam Roofing System: R-Mer Shield

1. Thermal Expansion and Contraction:

a. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.

b. Design temperature differential shall be not less than 200 degrees F.

c. Interface between panel and toprail/clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.

d. Location of metal roofing rigid connector shall be at roof ridge unless otherwise approved by the manufacturer. Metal ridge connector may require design as per job conditions by specified manufacturer.

2. Uniform Wind Load Capacity:

a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.

1) Design Code: ASCE 7, Method 2 for Components and Cladding.

2) Safety Factor: 1.67 after any load reduction or material stress increase.

3) Category III Building.

4) Wind Speed: 100 mph.

5) Exposure Category: C.

6) Design Roof Height: 28 feet.

7) Minimum Building Width: 64 feet.

8) Roof Pitch: 1.5”:12” inches per foot.

9) Roof Area Design Uplift Pressure:

a) Zone 1 - Field of roof 32.2 psf. Clip Spacing 3’3”

b) Zone 2 - Eaves, ridges, hips, and rakes 44.9 psf. Clip spacing 2’4”

c) Zone 3 - Corners 52.5 psf. Clip spacing 2’

b. ASTM E 1592: Capacity shall be determined using pleated airbag method in accordance with ASTM E 1592, testing of sheet metal roof panels. Allowable safe working loads shall be determined by dividing the ultimate test load by the safety factor specified above.

c. FM 4471: Submit test report for negative wind uplift pressures no less than that specified. Roof system must have approval over the substrate specified.

3. Uniform Positive Load Capacity.

a. Installed roof system shall be capable of resisting the following positive uniform roof loads: Roof Live Load of 20 psf.

b. Dead Load: Loading of the roof structure, due to tear off of existing, and/or installation of new roofing materials shall not exceed the present loading due to weight of the existing roofing system.

4. Underwriters' Laboratories, Inc., (UL):

a. Underwriters' Laboratories, Inc., (UL) fire resistance P ratings for roof assemblies: If applicable, panel system shall be approved for use in an appropriate Construction Assembly, as defined by UL 263.

b. Underwriters' Laboratories, Inc., (UL) Class A fire rating per UL 790.

5. ASTM E 1680: Static pressure air infiltration (roof panels):

a. Pressure Leakage Rate:

1) 1.57 PSF 0.034 cfm/sq.ft.

2) 6.24 PSF 0.048 cfm/sq.ft.

3) 12.0 PSF 0.051 cfm/sq.ft.

4) 20.0 PSF 0.010 cfm/sq.ft.

6. ASTM E 1646: Static pressure water infiltration (roof panels):

a. Pressure Result:

1) 5 Gal. /Hr. per S.F. and Static No Leakage

2) Pressure of 12.0 Psf for 15 minutes

7. Capacities for gauge, span or loading other than those tested may be determined by interpolation of test results within the range of test data. Extrapolations for conditions outside test range are not acceptable.

8. Water penetration (dynamic pressure): No water penetration, other than condensation, when exposed to dynamic rain and 70 mph wind velocities for not less than five minutes duration, when tested in accord with principles of AAMA 501.1.

9. Installed roof system assembly shall show that it can resist the calculated roof pressure in accordance with the test results of TAS 125.

10. Water penetration in low slope applications: No water penetration or panel movement when subject to 6 inch head of water for 6 hours when tested in accordance with the ASTM E 2140 and when subject to 6 inch head of water for 7 days when tested in accordance with the TAS 114 appendix G.

11. Submit third party validation of environmental claims, prepared UL Environment, for all metal roof panels containing recycled content and/or bio based content.

1.6 SUBMITTALS

A. Submit under provisions of Section 01 30 00.

B. Product Data: Submit product data, test reports, and certifications in accordance with quality assurance and performance requirements specified herein.

C. Design Loads: Submit manufacturer's minimum design load calculations according to ASCE 7, Method 2 for Components and Cladding. In no case shall the design loads be taken to be less than those specified herein.

D. Dead Load Evaluation: Provide documentation from a licensed structural engineer of a structural evaluation of the roof structure and its suitability for the new imposed roofing loads.

E. Shop Drawings: Prepared specifically for this project; showing dimensions of metal roofing and accessories, fastening details and connections and interface with other products.

F. LEED Submittals: Provide documentation of how the requirements of Credit will be met:

1. List of proposed materials with recycled content. Indicate post-consumer recycled content and pre-consumer recycled content for each product having recycled content.

2. Product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content.

G. Selection Samples: For each finish product specified, two complete sets of samples representing manufacturer's full range of available colors and textures.

H. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and textures.

I. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

J. Closeout Submittals:

1. Provide manufacturer's maintenance instructions that include recommendations for periodic checking and maintenance of installed roof system.

2. Provide executed copy of manufacturer's warranty.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: Certified and approved installer of the sheet metal roofing manufacturer.

B. Manufacturer Qualifications: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001 approval.

C. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.

D. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.

E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.

F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

G. Roofing Installer's Field Supervision:

1. Require roofing installer to maintain full-time Supervisor/Foreman on Project Site during installation of bituminous membrane roofing work.

2. Maintain proper supervision of workmen while roofing work is in progress.

3. Supervisor/Foreman shall be in possession of a copy of roofing specification and be made available on roof.

1.8 PRE-INSTALLATION CONFERENCE

A. Coordinate with installation of associated flashings and counter flashings installed by other sections.

B. Preinstallation Meeting

1. Convene two weeks before starting work of this section. Meet at Project site with Installer, installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in the around roofing that must precede or follow roofing work (including mechanical work if any), Architect/Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, test agencies, and governing authorities. Objectives to include:

2. Review preparation and installation procedures and coordinating and scheduling required with related work.

a. Review methods and procedures related to roofing work.

b. Review structural loading limitations of new deck.

c. Review roofing systems requirements (drawings, specifications, and other contract documents).

d. Review required submittals, both completed and yet to be completed.

e. Review and finalize construction schedule related to roofing work and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

f. Review required inspection, testing, certifying, and material usage accounting procedures.

g. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including provision of temporary roofing over occupied spaces.

h. Record discussion of conference, including decisions and agreements (or disagreements) reached, and furnish copy of record to each party attending. If substantial disagreements exist at

conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference

i. Review notification procedures for weather or non-working days.

C. Sequence installation of roofing with related units of work specified in other sections to ensure that roof assemblies, including roof accessories, flashing, trim, and joint sealers, are protected against damage from effects of weather, corrosion, and adjacent construction activity.

D. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work including mechanical work, Architect, Owner, roofing system manufacturer's representative.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.

B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.

C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface except store KEE-Stone FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.

D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.

E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.

F. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.10 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.11 WARRANTY

A. 30 year, no dollar limit, warranty.

1. 30 year no dollar limit watertight warranty for roofs over a 1/4:12 slope.

2. Provide installers 5 year minimum warranty covering roofing system installation and water-tightness.

1.12 MANUFACTURERS

A. Basis-of-Design: Design of roofing system, performance of materials, warranty and required services are based upon roofing systems engineered and manufactured by The Garland Company, Cleveland, OH.

1. Dan McCready dmccready@garlandco.com (916) 865-7753

2. Upon signature of delivery, the roofing installer assumes full responsibility for all staged roof materials.

3. Replacement of materials lost or stolen are the responsibility of the roofing installer.

4. Roofing installer is responsible for freight and tax on replaced materials.

B. Requests for substitutions will be considered in accordance with provisions of Section 01600. All substitution requests shall show superior performance in materials and specified services and warranties of the manufacturer.

C. The Products specified are intended and the Standard of Quality for the products required for this project. If other products are proposed the bidder must disclose in the bid the manufacturer and the products that they intend to use on the project. If no manufacturer and products are listed in the bid, the bid shall be accepted with the use of products specified in this document.

1. Bidder will not be allowed to change materials after the bid opening date.

2. If alternate products are included in the bid, the products must be equal to or exceed the products specified. Supporting technical data shall be submitted to the Architect/Owner for approval at least ten (10) days prior to the bid opening.

3. In making a request for substitution, the Bidder/Roofing Contractor represents that it has:

a. Personally investigated the proposed product or method, and determined that it is equal or superior in all respects to that specified.

b. Will provide the same guarantee for substitution as for the product and method specified.

c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.

d. Will waive all claims for additional cost related to substitution, which consequently become apparent.

e. Cost data is complete and includes all related cost under his/her contract or other contracts, which may be affected by the substitution.

f. Will reimburse the Owner for all redesign cost by the Architect for accommodation of the substitution.

g. The substitution request package must be signed by an office of the company.

4. Architect/ Owner Reserves the right to be the final authority on the acceptance or rejection of any or all bids, proposed alternate roofing systems or materials that has met ALL specified requirement criteria.

5. Failure to submit a substitution or any portion thereof requested, will result in immediate disqualification and consideration for that particular contractor's request for manufacturer substitution.

1.13 STANDING SEAM METAL ROOFING

A. R-Mer Shield:

1. Width of Standing Seam Panel:

a. 18-3/4 inches.

2. Standing Seam: 2-1/16 inch tall mechanically seamed with factory installed hot melt sealant in-seam cap. Panel/Cap is configured with a total of 4 layers of metal surrounding anchor clip and top rail.

3. Panel Profile: Provided with minimum 1-1/2 inches wide elevated mesa's every 2 inches on center continuous throughout panel. Stiffening ribs shall also be located in flat of panel next to the standing seam legs. Panel profile shall be symmetric in shape.

a. Slope: Open Purlins or Solid Substrate down to 1/4:12.

4. Panel material:

a. Galvanized steel 24 gauge, G90, smooth as per ASTM A 653.

5. Flashing and flat stock material: Fabricate in profiles indicated on Drawings of same material, thickness, and finish as roof system, unless indicated otherwise.

6. Coated Finish:

   a. Exposed surfaces for coated panels:

      1) Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), applied by manufacturer's approved applicator.

      2) Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.

   b. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 to .30 dry film thickness (TDF).

7. Accessory Components:

   a. Anchor Clips:

      1) Concealed Standard Anchor Clips: Clips must be extruded aluminum ONE (1) piece clip with projecting legs for additional panel alignment and provision for unlimited thermal movement in each direction along the longitudinal dimension.

      2) Top Rail shall be snap-in-place extruded aluminum retainer. The top rail shall be used as a 6 inch length aligned with each panel clip, or in continuous lengths spanning one or more wind uplift zones, as required by the manufacturer's testing data and project engineering calculations.

         a) Two piece clips are unacceptable.

         b) Sealant applied in panel cap must be isolated from clip to ensure that no sealant damage occurs from the movement of the panel during expansion and contraction.

         c) Clip must maintain a clearance of a minimum of 1/2 inch between panel and substrate for proper ventilation to help prevent condensation on underside of panel and eliminate the contact of panel fastener head to panel.

   b. Gable Anchor Clips:

1) Extruded Aluminum.

c. Fasteners:

1) Concealed fasteners: Corrosion resistant steel fasteners (zinc plated, stainless steel or equal) designed to meet structural loading requirements.

2) Exposed fasteners: Series 410 stainless steel fasteners or 1/8 inch diameter stainless steel waterproof rivets. All exposed fasteners shall be factory painted to match the color of the standing seam panels.

d. Closures: Factory precut closed cell foam meeting ASTM D 1056 or ASTM D 3575, enclosed in metal channel matching panels when used at hip, ridge, rake, and jamb.

e. Provide all miscellaneous accessories for complete installation.

1.14 METAL ROOFING ACCESSORIES

A. R-Mer SS Sheet Stock: High gloss, factory painted aluminum

1. Material and Thickness:

a. 24 gauge steel

PART 2 EXECUTION

2.1 EXAMINATION

A. Examine surfaces to receive metal roofing. Notify the Architect in writing of any defective conditions encountered. Starting of work shall constitute acceptance of such conditions.

B. Structural Deck Substrate:

1. Inspect roof deck to verify deck is clean and smooth, free of depressions, waves, or projections, and properly sloped.

2. Verify deck is dry and joints are solidly supported and fastened.

3. Verify wood nailers are installed and correctly located. Do not use pressure-treated wood containing salt-based preservatives or materials corrosive to steel.

4. Do not begin until substrates have been properly prepared.

C. Structural Framing Substrate:

1. Verify primary and secondary framing members are installed and fastened, properly aligned and sloped.

2. Verify damaged shop coatings are repaired with touch up paint.

D. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, reglets are in place, and nailing strips located.

E. Correct defective conditions before beginning work.

2.2 INSTALLATION

A. Install metal roof system in conformance with the NRCA Roofing and Waterproofing Manual, SMACNA Architectural Sheet Metal Manual, Manufacturers approved shop drawings and installation requirements.

B. Manufacturer to provide panels specific to the project. Fabrication of the panels by the installing contractor is prohibited.

C. Coordinate with installation of rigid board insulation as specified.

D. Install all panels continuous from ridge to eave. Transverse seams are not permitted.

E. Install underlayment and eave protection sheet underlayment as recommended by the Manufacturer.

F. Panel lengths that exceed maximum shipping lengths shall be field rolled on equipment owned by the panel manufacturer. Seam sealant must be factory applied.

G. Exposed fasteners, screws and/or roof mastic are unacceptable and will be rejected. System configuration only allows for exposed fasteners at panel overlap, if required, and at trim details in accordance with the Manufacturer's requirements.

H. Where not otherwise indicated conform to SMACNA details including flashings and trim.

I. Install sealants where indicated to clean dry surfaces only without skips or voids.

J. Install metal edge treatment in accordance with the manufacturer's instructions and the approved shop drawings.

K. Install metal roofing accessories in accordance with the manufacturer's instructions and the approved shop drawings.

2.3 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

2.4 FIELD QUALITY CONTROL

A. Inspection: Provide manufacturer's field observations at start-up and three (3) days per week through project completion. Provide a final inspection upon completion of the Work.

1. Warranty shall be issued upon manufacturer's acceptance of the installation.

2. Field observations shall be performed by a representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.

3. Provide observation reports from the representative indicating procedures followed, weather conditions and any discrepancies found during inspection.

4. Provide a final report from the representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

07 55 00 Modified Bituminous Membrane Roofing

Part 1 – General

1.1. SECTION INCLUDES

A. Includes all labor, materials, and equipment to install a modified bitumen roof system over the properly prepared substrate.

B. Includes removal and disposal of existing roofing system(s), insulation board, gutters, flashings, sheet metal items, copings, etc. for a complete prepared roof surface to receive the new roofing system.

C. Includes a new cold applied 2-ply asphalt roofing system with all accessories as needed for a complete warrantable roofing system. Roof must have minimum ¼":12 slope.

D. See section 011100 Summary of Work for a detailed scope of work.

1.2. SCOPE OF WORK

A. Remove all roofing components to a clean deck. If any hazardous material is found, abatement is to be submitted as a Potential Change Order. Abate roofing materials as specified in the provided testing report.

B. Inspect exposed structural deck upon removal of existing roofing. Remove and replace damaged decking as approved in writing by the Owner. Where abandoned curbs, conduits, or skylights are removed, patch or infill deck openings as required to provide a smooth, structurally sound substrate. Provide line-item cost for roof deck replacement per sq.ft.. Provide line-item cost to replace fascia matching existing size and composition, primed and painted.

C. Install one layer of rosin paper mechanically attached.

D. Install ¼" per 12" tapered Poly Iso Insulation as shown in the taper plan.

E. Install crickets on the upslope side of all curbs.

F. Install ½" wood fiber board coverboard over the deck and any insulation. All insulation and coverboard layers shall be mechanically attached to the structural deck in accordance with engineer-approved wind uplift calculations and roofing manufacturer requirements. Exception: Over cast-in-place concrete, assemblies shall be fully adhered (no deck penetrations). Provide deck/assembly schedule.

G. Install one layer of Stressbase 80 in Greenlock Adhesive at all horizontal and vertical surfaces.

H. Install StressPly Plus FR Mineral membrane adhered at all horizontal and vertical surfaces per manufacturers details.

I. Coat entire surface with two coats of Pyramic Plus LO after cold adhesive has fully cured.

J. Remove all existing pipe penetration flashings. Install new 4 lb. lead flashings at all standard pipe penetrations, fully integrated into the roof membrane per manufacturer details. For tall or oversized vent penetrations, provide reinforced or extended lead flashing assemblies as required to

ensure full coverage, seal integrity, and compatibility with the new roofing system.

1.3. RELATED SECTIONS

A. Section 01 11 00 – Summary of Work

B. Section 06 10 00 - Rough Carpentry

C. Section 07 60 00 - Sheet Metal Flashing and Trim

1.4. REFERENCES

A. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.

B. ASTM D 312 - Standard Specification for Asphalt used in Roofing.

C. ASTM D 451 - Standard Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.

D. ASTM D 1970 - Specification for Sheet Materials, Self-Adhering Polymer Modified Bituminous, Used as Steep Roofing Underlayment for Ice Dam Protection.

E. ASTM D 1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.

F. ASTM D 1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.

G. ASTM D 2178 Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.

H. ASTM D 2822 Standard Specification for Asphalt Roof Cement.

I. ASTM D 4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.

J. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.

K. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.

L. ASTM D 6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.

M. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.

N. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings

O. Factory Mutual Research (FM): Roof Assembly Classifications.

P. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.

Q. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.

R. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.

S. Warnock Hersey (WH): Fire Hazard Classifications.

T. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.

U. ASCE 7, Minimum Design Loads for Buildings and Other Structures

V. UL - Fire Resistance Directory.

W. FM Approvals - Roof Coverings and/or RoofNav assembly database.

X. California Title 24 Energy Efficient Standards.

1.5. DESIGN / PERFORMANCE REQUIREMENTS

A. Perform work in accordance with all federal, state and local codes.

B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM or WH Class rating for roof slopes indicated on the Drawings as follows:
   1. Factory Mutual Class A Rating.
   2. Underwriters Laboratory Class A Rating.
   3. Warnock Hersey Class A Rating.

C. Design Requirements:
   1. Uniform Wind Uplift Load Capacity
      a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
         1. Design Code: ASCE 7-22 ASD.
         2. Importance Category:
            a. III.
         3. Importance Factor of:
            a. 1.0
         4. Wind Speed: 100 mph
         5. Ultimate Pullout Value: 364 pounds per each of the fastener
         6. Exposure Category:
            a. C
         7. Design Roof Height: 20 feet.
         8. Minimum Building Width: 40 feet.
         9. Roof Pitch: 0.5 :12.
         10. Roof Area Design Uplift Pressure:
            a. Zone 1 - Field of roof 25 psf

b. Zone 2 - Eaves, ridges, hips and rakes 31.7 psf
c. Zone 3 - Corners 41.7 psf

2. Snow Load: N/A psf.
3. Live Load: 20 psf, or not to exceed original building design.
4. Dead Load:
   a. Installation of new roofing materials shall not exceed the dead load capacity of the existing roof structure.

D. Energy Star: Roof System shall comply with the initial and aged reflectivity required by the U.S. Federal Government's Energy Star program.

E. LEED: Roof system shall meet the reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island - Roof.

F. Roof System membranes containing recycled or bio-based materials shall be third party certified through UL Environment.

G. Roof system shall have been tested in compliance with the following codes and test requirements:
1. Miami-Dade County:
   a. Roofing Underlayments
      1. Garland Underlayments N.O.A.
   b. Roofing Cements and Coatings
      1. Garland Coatings and Mastics N.O.A.
2. Cool Roof Rating Council:
   a. CRRC Directory CRRC 077-0028
3. International Code Council Evaluation Service (ICC-ES):
   a. Membrane Systems
      1. ESR-3460
4. Underwriters Laboratories:
   a. Certification TGFU.R
5. Warnock Hersey
   a. ITS Directory of Listed Products
6. FM Approvals:
   a. RoofNav Website

1.6. SUBMITTALS

A. Submit under provisions of Section 01300.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation instructions.

C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor barrier, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.

D. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins. Report shall be reviewed by a Professional Engineer registered in the State of the Project who has provided roof system attachment analysis for not less than 5 consecutive years.

E. LEED Submittals: Provide documentation of how the requirements of Credit will be met:
   1. List of proposed materials with recycled content. Indicate post-consumer recycled content and pre-consumer recycled content for each product having recycled content.
   2. Product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content.
   3. Product reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island - Roof.

F. Recycled or Bio-Based Materials: Provide third party certification through UL Environment of roof System membranes containing recycled or bio based materials

G. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

H. Provide written certification from the roofing system manufacturer certifying the applicator is currently authorized to install the specified roof system and ability to provide the specified warranty.

I. Sample Warranty: Provide an unexecuted copy of the warranty specified for this project clearly stating the terms required of the owner, contractor, and manufacturer.

J. Manufacturer's Certificates: Provide to certify products meet or exceed specified requirements.

K. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147.

L. Manufacturer's Fire Compliance Certificate: Certify that the roof system furnished is approved by Factory Mutual (FM), Underwriters Laboratories (UL), Warnock Hersey (WH) or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.

M. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance

certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

N. Any material submitted as equal to or better than the specified material must be accompanied by a report signed and sealed by a professional engineer licensed in the state in which the installation is to take place. This report shall show that the submitted equal meets the Design and Performance criteria in this specification. Substitution requests submitted without licensed engineer stamp will be rejected for non-conformance.

1.7. QUALITY ASSURANCE

A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.

B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.

C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.

D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.

E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.

F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.8. PRE-INSTALLATION MEETINGS

A. Coordinate with installation of associated flashings and counterflashings installed by other sections.

B. Preinstallation Meeting:
1. Convene two weeks before starting work of this section. Meet at Project site with Installer, installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in the around roofing that must precede or follow roofing work (including mechanical work if any), Architect/Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, test agencies, and governing authorities. Objectives to include:

2. Review preparation and installation procedures and coordinating and scheduling required with related work.
   a. Review methods and procedures related to roofing work.
   b. Review structural loading limitations of new deck.
   c. Review roofing systems requirements (drawings, specifications, and other contract documents).
   d. Review required submittals, both completed and yet to be completed.
   e. Review and finalize construction schedule related to roofing work and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
   f. Review required inspection, testing, certifying, and material usage accounting procedures.
   g. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including provision of temporary roofing over occupied spaces.
   h. Record discussion of conference, including decisions and agreements (or disagreements) reached, and furnish copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
   i. Review notification procedures for weather or non-working days.

C. Sequence installation of roofing with related units of work specified in other sections to ensure that roof assemblies, including roof accessories, flashing, trim, and joint sealers, are protected against damage from effects of weather, corrosion, and adjacent construction activity.

B. Inspect and make notes of job conditions prior to installation:
   1. Record minutes of the conference and provide copies to all parties present.
   2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
   3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Owner and Architect.

1.9. DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.

B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.

C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface except store KEE-Stone FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.

D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use.

Keep materials away from open flame or welding sparks.

E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.

F. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.10. COORDINATION

A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.11. PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

B. Do not apply roofing membrane to damp or frozen deck surface or when 40% chance of precipitation is expected or occurring.

C. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.

D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

1.12. WARRANTY

A. Warranty: 30 year Manufacturer warranty. Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
   1. Special warranty includes membrane roofing, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders (where included), and walkway product.
   2. Warranty Period: 30 years from date of Substantial Completion.
   3. Must cover calculated wind speed.

B. Contractor Warranty
   1. Correct defective Work within a five (5) year period after Date of Substantial Completion.

2. PRODUCTS

2.1. MANUFACTURERS

A. Acceptable Manufacturer: The Garland Company, Inc.; 3800 E. 91st St., Cleveland, OH 44105. Local Representative: Dan McCready Phone: (916) 865-7753. dmccready@garlandco.com Web Site: www.garlandco.com.

B. The Products specified are intended and the Standard of Quality for the products

required for this project. If other products are proposed the bidder must disclose in the bid the manufacturer and the products that they intend to use on the Project. If no manufacturer and products are listed, the bid may be accepted only with the use of products specified.

1. Bidder will not be allowed to change materials after the bid opening date.
2. If alternate products are included in the bid, the products must be submitted a minimum of seven (7) days prior to the bid date for review and be equal to or exceed the products specified. Supporting technical data shall be submitted to the Architect/ Owner for approval prior to acceptance.
3. In making a request for substitution, the Bidder/Roofing Contractor represents that it has:
    a. Personally investigated the proposed product or method, and determined that it is equal or superior in all respects to that specified.
    b. Will provide the same guarantee for substitution as for the product and method specified.
    c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
    d. Will waive all claims for additional cost related to substitution, which consequently become apparent.
    e. Cost data is complete and includes all related cost under his/her contract or other contracts, which may be affected by the substitution.
    f. Will reimburse the Owner for all redesign cost by the Architect for accommodation of the substitution.
4. Architect/ Owner reserves the right to be the final authority on the acceptance or rejection of any or all bids, proposed alternate roofing systems or materials that has met ALL specified requirement criteria.
5. Failure to submit substitution package, or any portion thereof requested, will result in immediate disqualification and consideration for that particular contractors request for manufacturer substitution.

2.2. COLD APPLIED 2-PLY ROOF SYSTEM

A. Rosin Sheet: One ply of mechanically attached to the prepared substrate.
    1. Red Rosin Paper:

B. Insulation: As specified in Section 07220 and shown on Drawings.

    1. Insulation assembly; taper or constant thickness as indicated on Drawings. Where tapered insulation is indicated, provide slopes as indicated, and as required to ensure positive drainage and minimum slope at valleys of 1/4 inch in 12 inches.

C. Insulation: As specified in Section 07220 and shown on Drawings;
    1. One layer of six side primed ½” woodfiber insulation board

D. Base (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:
    1. StressBase 80:

E. Modified Cap Sheet: One ply bonded to the prepared substrate with Interply

Adhesive:
1. StressPly Plus FR Mineral:

F. Interply Adhesive:
1. Green-Lock Plus Membrane Adhesive:

G. Flashing Base (Ply): One ply bonded to the prepared substrate with Interply Adhesive:
1. StressBase 80:

H. Flashing Cap Sheet: One ply bonded to the prepared substrate with Interply Adhesive:
1. StressPly Plus FR Mineral:

I. Flashing Ply Adhesive:
1. Flashing Bond Mastic, Green-Lock Flashing Adhesive.

J. Surfacing:
1. Pyramic Plus Lo Acrylic Coating

2.3. ACCESSORIES:

A. Roof Insulation Base Layer(s): Provide roof insulation as specified in accordance with Section 07220. Roof Insulation Thermal Value (R), nominal as indicated on drawings and as follows: Provide insulation of thickness required to develop drainage patterns as indicated, as required to eliminate ponding and to meet thermal requirements noted on drawings.

B. Roof Insulation Top Layer: Provide one layer of ½" six side primed Blue Ridge Structodek High Density Fiberboard Roof Insulation. ASTM C 208, Type II.

C. Vapor Retarder: Red Rosin Paper; Install layer rosin sheet shingled uniformly to achieve one ply over the entire prepared substrate. Shingle in direction of slope of roof to shed water on each area of roof.
1. Red Rosin Paper by WR Meadows
   a. Weight – 12 lb./roll
   b. Size – 500 square feet p/roll
   c. 36" wide by 167' long

D. Nails and Fasteners: Non-ferrous metal or galvanized steel, except that hard copper nails shall be used with copper; aluminum or stainless steel nails shall be used with aluminum; and stainless steel nails shall be used with stainless steel, Fasteners shall be self-clinching type of penetrating type as recommended by the deck manufacturer. Fasten nails and fasteners flush-driven through flat metal discs not less than 1 inch (25 mm) diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than 1 inch (25 mm) diameter are used.

E. Walkway Pads - As recommended and furnished by the membrane manufacturer set in approved adhesive to control foot traffic on roof top surface and provide a durable system compliant non-slip walkway.
1. TrafGuard Walk Pads by WPG / Garland Company.

a. ½" x 3' x 4'
b. Install walk way pads in a path from all roof access points to and around all HVAC and serviceable mechanical equipment, to and around roof hatches, and as designated by the owner.

F. Urethane Sealant Hybrid - Tuff-Stuff MS: One part, non-sag sealant as approved and furnished by the membrane manufacturer for moving joints.
1. Tensile Strength, ASTM D 412: 250 psi
2. Elongation, ASTM D 412: 450%
3. Hardness, Shore A ASTM C 920: 35
4. Adhesion-in-Peel, ASTM C 92: 30 pli

G. Sealant - Green-Lock Structural Adhesive: Single component, 100% solids structural adhesive as furnished and recommended by the membrane manufacturer.
1. Elongation, ASTM D 412: 300%
2. Hardness, Shore A, ASTM C 920: 50
3. Shear Strength, ASTM D 1002: 300 psi

H. Butyl Tape: 100% solids, asbestos free and compressive tape designed to seal as recommended and furnished by the membrane manufacturer.

I. Glass Fiber Cant - Glass Cant: Continuous triangular cross Section made of inorganic fibrous glass used as a cant strip as recommended and furnished by the membrane manufacturer.

2.4. EDGE TREATMENT AND ROOF PENETRATION FLASHINGS

A. Pre-Manufactured Edge Metal Finishes:
1. Exposed and unexposed surfaces for mill finish flashing, fascia, and coping cap, as shipped from the mill
2. Exposed surfaces for coated panels:
a. Steel Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat manufacturer. Weathering finish as referred by National Coil Coaters Association (NCCA). Provided with the following properties.
1. Pencil Hardness: ASTM D3363, HB-H / NCCA II-2.
2. Bend: ASTM D-4145, O-T / NCCA II-19
3. Cross-Hatch Adhesion: ASTM D3359, no loss of adhesion
4. Gloss (60 deg. angle): ASTM D523, 25+/-5%
5. Reverse Bend: ASTM D2794, no cracking or loss of adhesion
6. Nominal Thickness: ASTM D1005
a. Primer: 0.2 mils
b. Topcoat, 0.7 mils min
c. Clear Coat (optional, only used with 22 ga. steel) 0.3 mils
7. Color: Provide as specified. (Subject to minimum quantities)

B. Flashing Boot - Rubbertite Flashing Boot: Neoprene pipe boot for sealing single or multiple pipe penetrations adhered in approved adhesives as recommended and furnished by the membrane manufacturer.

C. Vents and Breathers: Heavy gauge aluminum and fully insulated vent that allows

moisture and air to escape but not enter the roof system as recommended and furnished by the membrane manufacturer.

D. Pitch pans, Rain Collar 24 gauge stainless or 20oz (567gram) copper. All joints should be welded/soldered watertight. See details for design.

E. Drain Flashings should be 4lb (1.8kg) sheet lead formed and rolled.

F. Plumbing stacks should be 4lb (1.8kg) sheet lead. All plumbing stacks are to have the factory lead caps (counter flashing) installed. Caulking and banding will not be acceptable on open top pipe penetrations. On field fabricated flashings where a lead cap can't be applied a lead umbrella flashing is to be installed, flared out, caulking and banding will be required with the specified sealant.

G. Liquid Flashing - Tuff-Flash: An asphaltic-polyurethane, low odor, liquid flashing material designed for specialized details unable to be waterproofed with typical modified membrane flashings.
1. Tensile Strength, ASTM D 412: 400 psi
2. Elongation, ASTM D 412: 300%
3. Density @77 deg. F 8.5 lb/gal typical

H. Fabricated Flashings: Fabricated flashings and trim are specified in Section 07620.
1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the CDA Copper Development Association "Copper in Architecture - Handbook" as applicable.

I. Manufactured Roof Specialties: Shop fabricated copings, fascia, gravel stops, control joints, expansion joints, joint covers and related flashings and trim are specified in Section 07.
1. Manufactured roof specialties shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the NRCA "Roofing and Waterproofing Manual" as applicable.

3. EXECUTION

3.1. EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.

C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.

D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2. PREPARATION

A. General: Clean surfaces thoroughly prior to installation.
   1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
   2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
   3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
   4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
   5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
   6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
   7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.

B. Wood Deck:
   1. Dimensional wood deck shall be minimum 1 inch (25 mm) thick, knotholes and cracks larger than 1/4 inch shall be covered with sheet metal. All boards shall be appropriately nailed and have adequate end bearing to the centers of beams/rafters. Lumber shall be kiln dried.
   2. Plywood shall be a minimum 15/32 inch (11.9 mm) thick and conform to the standards and installation requirements of the American Plywood Association (APA).
   3. If no roof insulation is specified, provide a suitable dry sheathing paper, followed by an approved base sheet nailed appropriately for the specified roof system, with 1 inch (25 mm) diameter caps and annular nails unless otherwise required by the applicable Code or Approval agency.
   4. Insulation is to be mechanically attached in accordance with the insulation manufacturer's recommendations unless otherwise required by the applicable Code.
   5. In all retrofit roof applications, it is required that deck be inspected for defects. Any defects are to be corrected per the deck manufacturer's recommendations and standards of the APA/Engineered Wood Association prior to new roof application.
   6. Light metal wall ties or other structural metal exposed on top of the wood deck shall be covered with one ply of a heavy roofing sheet, such as HPR Glasbase Base Sheet, extending 2 inches to 6 inches (51 mm to 152 mm) beyond the metal in all directions. Nail in place before applying the base ply.

3.3. INSTALLATION - GENERAL

A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.

B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
   1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
   2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.

C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water

D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1 inch cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and 4 feet o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

3.4. INSULATION INSTALLATION:

A. Attachment of Insulation:
   1. Mechanically fasten base layers of insulation to deck in accordance with roofing manufacturer's wind uplift calculation.
      a. Use fastener type and fastening pattern as required to achieve wind resistance specified.
   2. Embed tapered insulation, crickets and cover board as specified in 07220 Roof Insulation and in accordance with roofing and insulation manufacturers' instructions.
   3. Cover board shall be installed as specified in Section 07220 Roof Insulation.

B. Provide insulation with joints staggered minimum 6 inch from joints of proceeding layer.

C. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.

D. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.

E. At roof drains, use factory-tapered boards to slope down to roof drains over a distance of 18 inches.

G. Do not apply more insulation than can be covered with membrane in same day.

3.5. INSTALLATION COLD APPLIED ROOF SYSTEM

A. Base Ply: Cut base ply sheets into 18 foot lengths and allow plies to relax before installing. Install base sheet in Interply Adhesive: applied at the rate required by the manufacturer. Shingle base sheets uniformly to achieve one ply throughout over the prepared substrate. Shingle in proper direction to shed water on each large area of roofing.
   1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
   2. Solidly bond to the substrate and adjacent ply with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet.
   3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Use care to eliminate air entrapment under the membrane.
   4. Install subsequent rolls of modified across the roof as above with a minimum of 4 inch side laps and 8 inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
   5. Extend plies 2 inches beyond top edges of cants at wall and projection bases.
   6. Install base flashing ply to all perimeter and projection details.
   7. Allow the one ply of base sheet to cure at least 30 minutes before installing the modified membrane. However, the modified membrane must be installed the same day as the base plies.

B. Modified Cap Ply(s): Cut cap ply sheets into 18 foot lengths and allow plies to relax before installing. Install in interplay adhesive applied at the rate required by the manufacturer. Shingle sheets uniformly over the prepared substrate to achieve the number of plys specified. Shingle in proper direction to shed water on each large area of roofing.
   1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
   2. Solidly bond to the base layers with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet.
   3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Care should be taken to eliminate air entrapment under the membrane.
   4. Install subsequent rolls of modified across the roof as above with a minimum of 4 inch side laps and 8 inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
   5. Allow cold adhesive to set for 5 to 10 minutes before installing the top layer of modified membrane.
   6. Extend membrane 2 inches beyond top edge of all cants in full moppings of the cold adhesive as shown on the Drawings.

C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically

attached with approved plates and fasteners.

D. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06114.
   1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
   2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
   3. Nailer lengths should be spaced with a minimum 1/8 inch gap for expansion and contraction between each length or change of direction.
   4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.

E. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07620 or Section 07710. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.

F. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide suitable, sealant at the top edge if required.

G. Flashing Base Ply: Install flashing sheets by the same application method used for the base ply.
   1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
   2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
   3. Adhere to the underlying base ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
   4. Solidly adhere the entire flashing ply to the substrate. Secure the tops of all flashings that are not run up and over curb through termination bar fastened at 6 inches (152 mm) O.C. and sealed at top.
   5. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
   6. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.
   7. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.

H. Flashing Cap Ply:
   1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow

moisture to enter behind, around or under the roof or flashing membrane.

2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
6. All stripping shall be installed prior to flashing cap sheet installation.
7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.
9. Seal all vertical laps of flashing ply with a three-course application of trowel-grade mastic and fiberglass mesh and apply white roofing granules.

I. Roof Walkways: Provide walkways in areas indicated on the Drawings.

3.6. INSTALLATION OF SURFACING

A. Prior to installation of surface coating, obtain approval from manufacturer as to work completed. On average, at least 30 days are required prior to final surfacing.
   1. Reflective Coating:
      a. Allow all cold applied mastics and coating to properly dry and cure before coating application.
      b. Paint all exposed roofing with manufacturer's base coat acrylic coating installed at a rate of one (1.0) gallons per square, back roll entire installation required.
      c. Paint all exposed roofing with manufacturer's Energy Star top coat acrylic coating installed at a rate of one (1.0) gallons per square, complete coverage for a clean neat appearance is required. Additional coats may be required to achieve complete coverage and proper mil thickness.

3.7. INSTALLATION EDGE TREATMENT AND ROOF PENETRATION FLASHING

A. Fabricated Flashings: Fabricated flashings and trim are provided as specified in Section 07620.
   1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the Copper Development Association "Copper in Architecture - Handbook" as applicable.

B. Metal Edge:
   1. Inspect the nailers to assure proper attachment and configuration.
   2. Run one ply over the edge. Assure coverage of all wood nailers. Fasten

plies with ring shank nails at 8 inches (203 mm) o.c.
3. Install continuous cleat and fasten at 6 inches (152 mm) o.c.
4. Install new metal edge hooked to continuous cleat and set in bed of roof cement. Fasten flange to wood nailers every 3 inches (76 mm) o.c. staggered.
5. Prime metal edge at a rate of 100 square feet per gallon and allow to dry.
6. Strip in flange with base flashing ply covering entire flange in bitumen with 6 inches (152 mm) on to the field of roof. Assure ply laps do not coincide with metal laps.
7. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Seal outside edge with rubberized cement.

C. Roof Edge With Gutter:
1. Inspect the nailer to assure proper attachment and configuration. Increase slope at metal edge by additional degree of slope in first board.
2. Run one ply over the edge. Assure coverage of all wood nailers. Fasten plies with ring shank nails at 8 inches (203 mm) o.c.
3. Install gutter and strapping.
4. Install continuous cleat and fasten at 6 inches (152 mm) o.c.
5. Install new metal edge hooked to continuous cleat and set in bed of roof cement. Fasten flange to wood nailer every 3 inches (76 mm) o.c. staggered.
6. Prime metal edge at a rate of 100 square feet per gallon and allow to dry.
7. Strip in flange with base flashing ply covering entire flange in bitumen with 6 inches (152 mm) onto the field of the roof. Assure ply laps do not coincide with metal laps.
8. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof.

D. Scupper Through Wall (Overflow):
1. Inspect the nailer to assure proper attachment and configuration.
2. Run one ply over nailer up the overflow, into the scupper hole and up flashing as in typical wall flashing detail. Assure coverage of all wood nailers.
3. Install scupper box in a 1/4 inch (6 mm) bed of mastic. Assure all box seams are soldered and have a minimum 4 inch (101 mm) flange. Make sure all corners are closed and soldered. Prime scupper at a rate of 100 square feet per gallon and allow to dry.
4. Fasten flange of scupper box every 3 inches (76 mm) o.c. staggered.
5. Strip in flange scupper box with base flashing ply covering entire area with 6 inch (152 mm) overlap on to the field of the roof and wall flashing.
6. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all seams.

E. Coping Cap:
1. Minimum flashing height is 8 inches (203 mm) above finished roof height. Maximum flashing height is 24 inches (609 mm). Prime vertical wall at a rate of 100 square feet per gallon and allow to dry.

2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Attach tapered board to top of wall.
4. Install base flashing ply covering entire wall and wrapped over top of wall and down face with 6 inches (152 mm) on to field of roof and set in cold asphalt. Nail membrane at 8 inches (203 mm) o.c.
5. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all seams and install white roofing granules in fresh mastic.
6. Install continuous cleat and fasten at 6 inches (152 mm) o.c. to outside wall.
7. Install new metal coping cap hooked to continuous cleat.
8. Fasten inside cap 24 inches (609 mm) o.c. with approved fasteners and neoprene washers through slotted holes, which allow for expansion and contraction.

F. Surface Mounted Counterflashing:
1. Minimum flashing height is 8 inches (203 mm) above finished roof height. Maximum flashing height is 24 inches (609 mm). Prime vertical wall at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering wall set in bitumen with 6 inches (152 mm) on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and install white roofing granules in fresh mastic.
5. Apply butyl tape to wall behind flashing. Secure termination bar through flashing, butyl tape and into wall. Alternatively use caulk to replace the butyl tape.
6. Secure counterflashing set on butyl tape above flashing at 8 inches (203 mm) o.c. and caulk top of counterflashing.

G. Equipment Support:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Attach top of membrane to top of curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and install white roofing granules in fresh roofing mastic.
5. Install pre-manufactured cover. Fasten sides at 24 inches (609 mm) o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.
6. Set equipment on neoprene pad and fasten as required by equipment

manufacturer.

H. Curb Detail/Air Handling Station:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and install white roofing granules into fresh mastic.
5. Install pre-manufactured counterflashing with fasteners and neoprene washers or per manufacturer's recommendations.
6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

I. Skylight:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Attach top of membrane to top of wood nailer and apply a three-course application of mastic and mesh. Allow to cure and install white roofing granules in fresh mastic.
5. Install pre-manufactured lens and fasten flashing sides at 8 inches (203 mm) o.c. with fasteners and neoprene washers.

J. Exhaust Fan:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering curb with 6 inches (152 mm) on to field of the roof.
4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches (228 mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and install white roofing granules into fresh mastic.
5. Install metal exhaust fan over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendation.

K. Roof Drain:
1. Plug drain to prevent debris from entering plumbing.
2. Taper insulation to drain minimum of 24 inches (609 mm) from center of drain.

3. Install two base flashing plies (40 inch square minimum) in bitumen.
4. Set lead/copper flashing (30 inch square minimum) in 1/4 inch (6 mm) bed of mastic. Run lead/copper into drain a minimum of 2 inches (50 mm). Prime lead/copper at a rate of 100 square feet per gallon and allow to dry.
5. Run roof system plies over drain. Cut out plies inside drain bowl.
6. Install modified membrane (48 inch square minimum) in bitumen.
7. Install clamping ring and assure that all plies are under the clamping ring.
8. Remove drain plug and install strainer.

L. Plumbing Stack:
1. Minimum stack height is 12 inches (609 mm).
2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
3. Set lead/copper flashing in 1/4 inch (6 mm) bed of mastic.
4. Prime flange of new sleeve. Install properly sized sleeves set in 1/4 inch (6 mm) bed of roof cement.
5. Install base flashing ply in bitumen.
6. Install membrane in bitumen.
7. Caulk the intersection of the membrane with elastomeric sealant.
8. Install factory lead cap (counter flashing) proper size and fit must be installed at all pipe penetrations.

M. Heat Stack:
1. Minimum stack height is 12 inches (609 mm).
2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
3. Prime flange of new sleeve. Install properly sized sleeves set in 1/4 inch (6 mm) bed of roof cement.
4. Install base flashing ply in bitumen.
5. Install modified membrane in bitumen.
6. Caulk the intersection of the membrane with elastomeric sealant.
7. Install new collar over cape. Weld collar or install stainless steel draw brand.

3.8. CLEANING

A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.

B. Remove asphalt markings from finished surfaces.

C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.9. PROTECTION

A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.

B. Protect exposed surfaces of finished walls with tarps to prevent damage.

C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.

D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.

E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.10. FIELD QUALITY CONTROL

A. Inspection: Provide manufacturer's field observations at start-up and three (3) days per week through project completion. Provide a final inspection upon completion of the Work.
   1. Warranty shall be issued upon manufacturer's acceptance of the installation.
   2. Field observations shall be performed by a representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
   3. Provide observation reports from the representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
   4. Provide a final report from the representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

3.11. SCHEDULES

A. Base (Ply) Sheet:
   1. StressBase 80: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass scrim, performance requirements according to ASTM D 6163.
      a. Tensile Strength, ASTM D 6163
         1. .08 in/min. @ 0 +/- 3.6 deg. F MD 100 lbf/in XD 100 lbf/in
         2. 2.0mm/min. @ -18 +/- 3 deg. C MD 17.5 kN/m XD 17.5 kN/m
      b. Tear Strength, ASTM D 6163
         1. .08 in/min. @ 73.4 +/- 3.6 deg. F MD 110 lbf XD 100 lbf
         2. 50mm/min. @ 23 +/- 2 deg. C MD 489 N XD 444 N
      c. Elongation at Maximum Tensile, ASTM D 5147
         1. 2 in/min. @ 0 +/- 3.6 deg. F MD 4 % XD 4 %
         2. 50mm/min@ -17.78 +/- 2 deg. C MD 4 % XD 4 %
      d. Low Temperature Flexibility, ASTM D 6163, Passes -30 deg. F (-30 deg. C)

B. Modified Cap (Ply) Sheet:
   1. StressPly Plus FR Mineral: 155 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced, rubber modified roofing membrane reinforced with a fiberglass and polyester composite scrim. ASTM D 6162, Type III Grade G
      a. Tensile Strength, ASTM D 5147
         1. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 310 lbf/in XD 310 lbf/in
         2. 50 mm/min. @ 23 +/- 2 deg. C MD 54.25 kN/m XD 54.25 kN/m
      b. Tear Strength, ASTM D 5147
         1. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 500 lbf XD 500 lbf
         2. 50 mm/min. @ 23 +/- 2 deg. C MD 2224 N XD 2224 N

c. Elongation at Maximum Tensile, ASTM D 5147
   1. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 8% XD 8%
   2. 50 mm/min. @ 23 +/- 2 deg. C MD 8% XD 8%
d. Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F (-34 deg. C)

C. Interply Adhesive:
1. Green-Lock Plus Membrane Adhesive: Cold applied solvent free membrane adhesive: low V.O.C. compliant performance requirements
   a. Non-Volatile Content ASTM D 4586 100%
   b. Density ASTM D1475 11.4 lbs./gal.
   c. Viscosity Brookfield Spindle T-E at 5rpm 124,000 cPs.
   d. Flash Point ASTM D 93 375 deg. F min. (191 deg. C)
   e. Slope: up to 3:12

D. Flashing (Ply) Sheet:
1. StressBase 80: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass scrim, performance requirements according to ASTM D 6163.
   a. Tensile Strength, ASTM D 6163
      1. .08 in/min. @ 0 +/- 3.6 deg. F MD 100 lbf/in XD 100 lbf/in
      2. 2.0mm/min. @ -18 +/- 3 deg. C MD 17.5 kN/m XD 17.5 kN/m
   b. Tear Strength, ASTM D 6163
      1. .08 in/min. @ 73.4 +/- 3.6 deg. F MD 110 lbf XD 100 lbf
      2. 50mm/min. @ 23 +/- 2 deg. C MD 489 N XD 444 N
   c. Elongation at Maximum Tensile, ASTM D 5147
      1. 2 in/min. @ 0 +/- 3.6 deg. F MD 4 % XD 4 %
      2. 50mm/min@ -17.78 +/- 2 deg. C MD 4 % XD 4 %
   d. Low Temperature Flexibility, ASTM D 6163, Passes -30 deg. F (-30 deg. C)

E. Flashing Ply Adhesive:
1. Green-Lock Plus: Cold applied solvent free flashing adhesive: low V.O.C.
   a. Non-Volatile Content ASTM D 4586 100%.
   b. Density ASTM D 1475 11.8 lbs./gal. (1kg/l)
   c. Flash Point ASTM D 93 375 deg. F (191 deg. C)
   d. Viscosity Brookfield. 122,500 cPs.

F. Surfacing:
1. Flashing Cap (Ply) Sheet:
   a. StressPly Plus FR Mineral: 155 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced, rubber modified roofing membrane reinforced with a fiberglass and polyester composite scrim. ASTM D 6162, Type III Grade G
      1. Tensile Strength, ASTM D 5147
         a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 310 lbf/in XD 310 lbf/in
         b. 50 mm/min. @ 23 +/- 2 deg. C MD 54.25 kN/m XD 54.25 kN/m
      2. Tear Strength, ASTM D 5147
         a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 500 lbf XD 500 lbf

b. 50 mm/min. @ 23 +/- 2 deg. C MD 2224 N XD 2224 N

3. Elongation at Maximum Tensile, ASTM D 5147
   a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 8% XD 8%
   b. 50 mm/min. @ 23 +/- 2 deg. C MD 8% XD 8%
4. Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F (-34 deg. C)

G. Coating:
   1. White Elastomeric Roof Coating:
      a. Pyramic Plus Acrylic Roof Coating: White, Non Toxic, Fire Retardant Roof Coating.
         1. Non Volatile 63%
         2. Density 11.7lb. / gal
         3. VOC <50 gal./l
         4. Reflectance 0.83
         5. Emittance 0.90
         6. SRI 104

07 60 00 Sheet Metal Flashing, Gutters and Trim

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to Design Standards, Part 2.
2. Renovation Projects: When required by scope statement. Refer to Design Standards, Part 3.
3. Modular Building Standards: Refer to Design Standards, Part 4.
4. Portable Building Standards: Refer to Design Standards Part 5.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require shop drawings.

E. Related Sections:

1. All downspouts to be galvanized schedule 40 steel pipe.

   (See 05 50 00)

Part 2 - Products

A. All material are to be hot-dipped galvanized:

1. Specify 20-gauge vents.
2. Specify 22-gauge min. gutters.
3. Specify 24-gauge min. flashings.

Part 3 - Execution

A. Require all gutters and downspouts to be water tested in presence of project inspector.

07 72 00 Roof Hatches

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to Design Standards, Part 2.
2. Renovation Projects: When required by scope statement. Refer to Design Standards, Part 3.
3. Modular Building Standards: Refer to Design Standards, Part 4.
4. Portable Building Standards: Not applicable.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranty.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require shop drawings.
3. Require O&M data.

Part 2 - Products

A. Bilco Type "S", 11-gauge (2.3mm), aluminum construction with mill finish or approved equal.

1. Hatches to have compression springs or gas loaded struts for ease of one-handed operation.

B. Specify "Ladder-Up" safety post or approved equal at all roof access ladders. Include requirement to mount centered on the backside of the ladder.

Part 3 - Execution

A. Install per manufacturer's recommendations.

08 11 00 Steel Doors and Frames

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to Design Standards, Part 2.
2. Renovation Projects: When required by scope statement. Refer to Design Standards, Part 3.
3. Modular Building Standards: Refer to Design Standards, Part 4.
4. Portable Building Standards: Refer to Design Standards Part 5.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the 10-year manufacturer's standard warranty.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require schedule and shop drawings.

Part 2 - Products

A. Standard Exterior Doors: Timely Prefinished Steel Door Frames, S-Series & C-Series or approved equal.

1. S-Series (20 gauge) 3 3/4 “, 4 5/8”, 4 7/8”, 5” and 5 3/8”
2. C-Series (18 gauge) 3 ½”, 3 3/4 “, 4”, 4 5/8”, 4 7/8”, 5”, 5 3/8”, 6 5/8”, 6 7/8” and 7 ¼”
3. Custom Jamb Depths: C-Series (18 gauge): 2 5/8” to 13” in 1/8” increments.

B. Heavy Duty Exterior Doors: Curries Company 747T Series or approved equal.

1. T-edge has the seam continuously welded the full height of the door, ground smooth and filled to conceal the weld.
2. 16 Gauge “ribs” (vertical stiffener channels) at 6” OC
3. 12 Gauge Hinge Channel
4. 14 Gauge Closer Reinforcement Channel
5. 16 Gauge Top End Channel

6. Fiberglass Insulation Core
7. 14 Gauge Lock Channel
8. Lock preparation as required
9. 16 Gauge Bottom End Channel
10. 14 Gauge Face Skins spot welded to ribs at 6” OC

C. Baked on rust inhibiting primer per ANSI A250.10. Supplier to certify compatibility of shop primer to specified finish coats.

Part 3 - Execution

A. Furnish a minimum of two (2) head anchors for frames installed in stud walls and three (3) or more anchors in frame width exceeding 42”. Provide a minimum of (3) jamb anchors for standard height doors and additional anchors per 24” for doors over seven feet.

08 14 16 Flush Wood Doors

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to Design Standards, Part 2.
2. Renovation Projects: When required by scope statement. Refer to Design Standards, Part 3.
3. Modular Building Standards: Refer to Design Standards, Part 4.
4. Portable Building Standards: Not applicable.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to a lifetime manufacturer's warranty.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require shop drawings.

Part 2 - Products

A. Mohawk Flush Doors Inc., Platinum Series, 5-Ply, solid core (particle core for non-rated applications and mineral core for rated applications) Or approved equal.

1. Wood doors shall be paint grade.

B. Doors shall be 1 3/4-inch thickness unless otherwise required.

Part 3 - Execution

A. Install in strict conformance with manufacturer's requirements.

08 16 13 FRP Flush Doors

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to Design Standards, Part 2.
2. Renovation Projects: When required by scope statement. Refer to Design Standards, Part 3.
3. Modular Building Standards: Refer to Design Standards, Part 4.
4. Portable Building Standards: Refer to Design Standards Part 5.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's 10-year warranty.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require shop drawings.
3. Require samples of custom color.
4. Require O&M data.

E. Tools:

1. Contractor to provide Owner with all adjustment tools.

F. Commissioning:

1. Require an informal commissioning requirement that provides complete door testing/commissioning and ample site staff training sessions including post occupancy reviews and final testing prior to expiration of warranty.
2. Requirements to include instructions to the District's maintenance and operations staff in the operation, adjustment, and maintenance of doors.

Part 2 - Products

A. Special-Lite Inc.

1. SL-17
2. No known equal

B. Doors:

1. Construct 1 3/4" thickness doors of 6063-T5 aluminum alloy rails and stiles minimum 2 5/16" depth. Construct with mitered corners and specify joinery of 3/8" diameter full width tie rods through extruded splines top and bottom as standard. .125" tubular shaped stiles and rails reinforced to accept hardware as specified. Specify hex type aircraft nuts for joinery without welds, glues or other methods for securing internal door extrusions. Furnish integral reglets to accept face sheet to permit a flush appearance. Rail caps or other face sheet capture methods are not acceptable.

2. Extrude top and bottom rail legs for interlocking continuous rail rigidity weather bar. Lock face sheet material in place with extruded interlocking edges to be flush with aluminum rails and stiles.

3. Door face sheeting .120" thickness fiberglass reinforced polyester. SL-17 doors with an abuse resistant engineered surface with custom factory applied color as selected by District to match other doors on campus.

4. Core of Door Assembly: Minimum five (5) pounds per cubic foot density poured-in-place polyurethane free of CFC. Minimum "R" value of 11. Ballistic rating is as indicated. Meeting stiles on pairs of doors and bottom weather bars with nylon brush weather stripping.

5. Manufacture doors with cutouts for vision lites, louvers or panels as scheduled. Factory furnish and install all glass, louvers and panels prior to shipment.

6. Pre-machine doors in accordance with templates from the specified hardware manufacturers and approved hardware schedule. Factory install hardware, except door closers.

C. Insert Framing Systems:

1. Specify on all existing frame conditions Model: SL-1030. Not required on doors scheduled to receive new metal doorframes.

Part 3 - Execution

A. Install per manufacturer’s installation recommendations and contract details.

B. Set thresholds in a bed of mastic and back-seal.

C. Clean surfaces promptly after installation of doors and frames, exercising care to avoid damage to the protective coatings.

D. Ensure that the doors and frames will be without damage or deterioration (other than normal weathering) at the time of acceptance.

08 51 00 Aluminum Windows

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to Design Standards, Part 2.
2. Renovation Projects: When required by scope statement. Refer to Design Standards, Part 3.
3. Modular Building Standards: Refer to Design Standards, Part 4.
4. Portable Building Standards: Refer to Design Standards Part 5.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranty.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require shop drawings.
3. Require O&M data.

Part 2 - Products

A. Aluminum; single glazed from interior; all welded or factory sealed corners. Factory applied Class 1 anodized finish.

B. Oldcastle, Vista Wall, Kawneer; Efco, or approved equal. 2-inch tubular sections. Wall sections 1/8-inch.

C. Window Hardware:

1. Handles: Cam type; white bronze alloy; US25D Finish. Bronze Craft series #167 or #158 as required. Coordinate with required strikes, keepers, spring catches, and shade hardware.
2. Hinges: Stainless Steel 4 bar hinges; Anderberg #301 or Bronze Craft #300 series. Specify with "restrictor blocks".
3. Remote Operations: Specify pole/hook assembly; aluminum with rubber end-7 feet long: Bronze Craft #234 series w/#231 series hook.

4. Catches: Spring type @ transom hopper vents; Bronze Craft #273 with #210 series keeper.
5. Fasteners: Stainless steel.
6. Specify with screens on interior side of windows.

Part 3 - Execution

A. Install per manufacturer's installation recommendations and contract details.

08 71 00 Door Hardware

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to Design Standards, Part 2.
2. Renovation Projects: When required by scope statement. Refer to Design Standards, Part 3.
3. Modular Building Standards: Refer to Design Standards, Part 4.
4. Portable Building Standards: Refer to Design Standards Part 5.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the Schlage Lock seven (7) year warranty, the Von Duprin three (3) year warranty and the LCN ten (10) year warranty.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Operation and Maintenance Manual

1. Include requirement to include key cut schedule in addition to all of the manufacturer O&M data.

D. Codes and Standards:

1. Reference the latest editions of all applicable codes.

E. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require shop drawings.
3. Require O&M data.

F. Commissioning:

1. Require a informal commissioning requirement that provides complete hardware testing and ample site staff training sessions including post occupancy reviews and final testing and adjustments prior to expiration of warranty.
2. Requirements to include instructions to the District's maintenance and operations staff in the operation, adjustment, and maintenance of hardware.

G. Quality Assurance:

1. Include requirement for installers to be factory certified and experienced with a minimum of 5-years installing door hardware.

H. Additional Requirements:

1. Provide full set of maintenance tools for each type of hardware.

Part 2 - Products

A. Finish:

1. All hardware to have US26D finish (satin-chrome) or equal unless required to match uniform building standard.
2. Bronze or stainless steel base material on interiors unless otherwise noted

B. Hinges:

1. For doors where no additional throw is required to have door open 180 degrees or against adjoining wall, then specify:
   a. Pemko CFM SLF HD or Roton 780-224HD, no other known equal.
2. For doors where up to a 2 13/16” throw is required to have door open 180 degrees or against adjoining wall, then specify:
   a. Pemko WTCFM HD no known equal
3. For doors where over a 2 13/16” throw is required to have door open 180 degrees or against adjoining wall, then specify:
   a. Hager Ball Bearing Hinge Model #BB1168 x 626 x NFP or approved equal.

C. Door Closers:

1. LCN model #4041EDA-TB heavy duty, door closures. No “or equals” or “substitutions” allowed.
2. Specify long arm when used on doors with wide throw hinges.

D. Locksets and Latchsets:

1. All locksets to be Schlage (Allegion), “ND” series, in the “Rhodes” design with “Vandlgard” lever at all exterior applications and “Non Vandlgard” at all interior applications. No “or equals” or “substitutions” allowed.
2. All Classrooms Doors (where exit devices are not required by code) shall have classroom security function; the outside lever can be locked with a key from the inside. The inside lever is always unlocked to allow unrestricted exit:
   a. Schlage ND60PDat interior locations.
   b. Schlage ND93PD at exterior locations (Vandlgard).
3. Student Toilet Room doors:
   a. Schlage L9460P 503 626 x 03A 626 lever-set with function XLII-886.

b. Include push plate around exterior lever with cutout.

4. All Staff Toilet Rooms without toilet partitions shall be specified to have, Faculty Restroom Lock function lockset with “occupied” indicator with push-button lock function and master key override.

   a. Schlage ND85PD, modified button function.

5. All interior Office doors shall be specified to have a lockset with no button function inside and keyed cylinder on other side.

   a. Schlage ND70PD.

6. All Storage rooms to be specified to have a lever that locks automatically when door is shut, but releasable from interior and keyed cylinder on other side. Only to be used on true storage rooms.

   a. Schlage ND80PD on interior doors.

   b. Schlage ND96PD on exterior doors.

E. Exit Devices:

1. Von Duprin. No “or equals” or “substitutions” allowed.
2. Heavy-duty touch bar exit rim device.
3. Specify with keyed removable mullion at paired entrances.
4. All paired doors shall be specified with surface mounted panic devices, keyed removable mullion and set of heavy-duty pull handles with interchangeable cores.
5. Specify with keyed dogging cylinder and with pull trim at exterior entrances.
6. If the door is not required to have positive latching, then the door shall be specified with: Von Duprin CD99NL x 990NL Trim Pull (exterior single doors)
7. If the door is required to have positive latching, then the door shall be fitted with: Von Duprin 99L-2-F x 996L-NL-R (F-rated single doors)
8. If a pair of doors is not required to have positive latching, then the doors shall be specified with: Von Duprin CD99NLx990-NL “Trim Pull”xCD99EOxSNBxKR4954 Mullion x 154 (at pairs).
9. If a pair of doors is required to have positive latching, then the doors shall be fitted with: Von Duprin 99L-2-F-996L-NL-Rx99EO-FxKR9954 Mullion x 154 (F pairs).

F. Keying:

1. All keying is to be keyed into District restrictive, Schlage Everest 29, keying system. No “or equals” or “substitutions” allowed. Cylinder cores are to be removable and interchangeable.
2. All keys to be stamped with key code.
3. All cylinders are to be a high-security keyway and cylinder system.
4. All cylinders to be factory keyed and shipped with split construction key

system.

5. Design Professional to include key schedule in bid specifications.

6. Specify locking key cabinet.

G. Stops / Holders:

1. Ives

a. Stops: FS436/R435 (Interior floor stop); FS18S (Security floor stops); WS401/WS402 (Wall bumpers)

b. Holders: WS45 (Automatic holders & stops); FS43 (Automatic door stops & holders).

2. All exterior doors to have door hold-opens where code permits. All primary interior doors on campuses with interior corridors shall have door hold-opens. Where solid backing is available mount high on wall, if hold-open must be floor mounted, mount within 3” of wall.

H. Thresholds:

1. Pemko, shapes as required, or approved equal.

2. Rixson where required with pivot hinge, no known equal.

I. Weather Stripping:

1. New door applications utilize concealed brush door sweeps for hollow metal doors with inverted bottom channel.

a. Pemko 90100CP, or approved equal.

2. Retrofitting existing doors utilize a surface mounted brush sweep.

a. Pemko 309AP, or approved equal.

3. All exterior doors to be fitted with 45 degree, brush-style weather-stripping.

a. Pemko #45041CP or approved equal.

J. Latch Protectors:

1. All exterior mortised locksets to be equipped with Trimco “Cylindrical Lock-guard” #1083-6, no known equal.

K. Astragals/Coordinators/Automatic Flush bolts:

1. Avoid where possible.

L. Kickplates:

1. Armor plates; 10-inches high.

M. Pulls/Push Plates: Cast alloy; ADA complying.

1. All exterior pull handles to be Ives #VR910-NL and VR910-DT or approved equal on non-active leaf on a pair of doors.

N. Door Louvers:

1. All exterior door louvers to be heavy duty vandal resistant

a. Anemostat PLSL heavy-duty louver with 12-gauge grill or approved equal.

O. Lock-Open Hasp:

1. All student toilet rooms to have custom, heavy duty, lock-open hasp.

2.

Part 3 - Execution

A. All hardware to have non-removable pins and tamper-proof screws.

08 80 00 Glazing

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to Design Standards, Part 2.
2. Renovation Projects: When required by scope statement. Refer to Design Standards, Part 3.
3. Modular Building Standards: Refer to Design Standards, Part 4.
4. Portable Building Standards: Refer to Design Standards Part 5.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require samples.

Part 2 - Products

A. On renovation projects the type of glazing may vary for each site. Match existing glazing tint where applicable.

B. Standard glazing is ¼" laminated glass consisting of two layers clear 1/8" thick minimum float glass with 0.030" thick polyvinyl butyl interlayer.

C. Specify wired or tempered glass where required by code.

Part 3 - Execution

A. Install per manufacturer's installation recommendations and contract details.

09 72 16 Tack Board Wall Panel

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to Design Standards, Part 2.
2. Renovation Projects: When required by scope statement. Refer to Design Standards, Part 3.
3. Modular Building Standards: Refer to Design Standards, Part 4.
4. Portable Building Standards: Refer to Design Standards Part 5.

B. Warranty:

1. Require unconditional five (5) year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranty.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require O&M data.

Part 2 - Products

A. Tack Board Wall Panel System:

1. Tackable surface with sound absorbing performance panels by Egan, or approved equal.
   a. Felt fabric covering
   b. 3/8" or 1 /2" thick by 24 x 48" panels.
   c. Self-healing surface to maintain integrity through repeated pin use.
   d. Impact, bacteria, and moisture resistant
   e. Meet ASTM E-84 Class A rating

Part 3 - Execution

A. Install per manufacturer's installation recommendations.

09 30 00 Ceramic Tile

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to Design Standards, Part 2.
2. Renovation Projects: When required by scope statement. Refer to Design Standards, Part 3.
3. Modular Building Standards: Refer to Design Standards, Part 4.
4. Portable Building Standards: Refer to Design Standards Part 5.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranty.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require samples.

E. Extra Stock: 1 group of the following per each room: 1 box floor tile, 1 box wall tile, 4-6 cove & corners.

Part 2 - Products

A. Specify recycled content products.

B. Slip resistive finish on floors.

C. Latex-epoxy mortar and grout in toilet rooms.

D. American Olean, Dal Tile, or approved equal.

Part 3 - Execution

A. All grout lines to be narrow, not standard width.

B. Remove existing tile where new tile is scheduled.

09 50 00 Acoustical Panel Ceilings

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to Design Standards, Part 2.
2. Renovation Projects: When required by scope statement. Refer to Design Standards, Part 3.
3. Modular Building Standards: Refer to Design Standards, Part 4.
4. Portable Building Standards: Refer to Design Standards Part 5.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranty.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require samples shop drawings.

E. Extra Stock: Require a minimum of one carton or 2% of total project, whichever is greater.

Part 2 - Products

A. Specify recycled content products.

B. Exposed heavy-duty 24" by 48" grid flat white baked enamel finish.

C. Revision to FDS: 2'x4'x5/8" lay-in acoustical mineral fiber ceiling panels. NRC Range .055, CAC Range 35.

1. Armstrong World Industries, Inc. ULTIMA / ULTIMA High NRC FINE FISSURED or approved

Part 3 - Execution

A. Grid to be installed per DSA current regulations.

09 67 00 Epoxy Flooring

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to design standards, Part 2 and educational specifications. Required in Kitchens, Toilet Rooms and Mechanical Rooms.
2. Renovation Projects: Refer to design standards, Part 3 and specific scope statement. Typically required in Kitchens, Toilet Rooms and Mechanical Rooms.
3. Portable Buildings: Not Applicable.
4. Modular Building Standards: Not Applicable.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranty.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require samples and shop drawings.
3. Require factory certification of individuals to perform installation.

E. Commissioning:

1. Require an informal commissioning requirement that provides ample site staff training sessions to learn proper care and maintenance of flooring including post occupancy reviews prior to expiration of warranty.

F. Extra Stock:

1. Require touch-up material in color supplied.

G. Quality Assurance:

1. Installer Qualifications:
   a. Require installer to be factory trained and certified.
   b. Proof of Certification; provide proof of certification before start of work.
   c. Require mock-up to establish workmanship quality.

2. Kitchen Equipment Removal and Reinstallation Qualifications:
   a. Kitchen equipment removal and re-installation Contractor to be an established firm experienced in the installation of kitchen equipment and shall have access to all manufacturers' required technical, maintenance, specifications and related documents.
   b. Installer to provide project inspector proof of certification prior to starting work.
   c. Qualified installer must be present on job site while existing equipment is removed and reinstalled.
3. Pre-Floor Covering Installation Meeting:
   a. Require a meeting to review subfloor preparation, verification of readiness for floor covering installation and use of correct products, verification of the acclamation of correct finish materials and review installation requirements.

Part 2 - Products

A. Dex-O-Tex or approved equal.
   1. Terra Flor: Ceramic coated quartz aggregates:
      a. Thickness: 1/4" min.
      b. Compressive Strength: (ASTM C-579) 6,250 p.s.i.
      c. Tensile Strength: (ASTM D-307) 1,395 p.s.i.
      d. Surface Hardness: (ASTM D-2240 - Durometer "D") 81
   2. Specify pre-selected color from District stock colors.
   3. Specify 6" integral base.

Part 3 - Execution

A. Install in strict accordance with manufacturer recommendations with manufacturer certified installers.

B. Prepare concrete substrate and provide Dex-O-Tex bond coat primer, basecoat with decorative quartz aggregate and clear filler and finish coats.

C. For flooring projects in existing kitchens:
   1. Record condition and operation of all existing kitchen equipment.
   2. Require an approved, qualified installer to remove all kitchen and other fixed equipment prior to preparing floor. Store in contractors' protected, secured facility.
   3. Require an approved, qualified installer to reinstall kitchen equipment and test in presence of project inspector to ensure proper operation.

09 68 00 Carpeting

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to design standards, Part 2 and educational specifications.
2. Renovation Projects: Refer to design standards, Part 3and specific scope statement.
3. Modular Building Standards: Refer to Design Standards, Part 4.
4. Portable Building Standards: Refer to Design Standards Part 5.

B. Warranty:

1. Manufacturer's Warranty: Twenty (20) year manufacturer warranty commencing on recordation date of the Notice of Completion.
    a. Should carpet, tend to creep or bulge, be defective in manufacturing or show a substantial amount of wear, carpet shall be replaced with new carpeting at no cost to the Owner. Manufacturer to submit written warranty covering the following:
    b. 20 Year, non-prorated Guarantee shall also include:
    c. No resiliency loss of backing.
    d. No zippering
    e. Static protection (will not lose static property)
    f. Edge ravel
    g. Delamination
    h. Surface wear
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per section 01 33 00.
2. Require shop drawings indicating proposed locations of all seams.
3. Require factory certification of individuals to perform installation.
4. Require sample of heat-welded seam.
5. Include requirement for O&M data.

E. Commissioning:

1. Require an informal commissioning requirement that provides ample site staff training sessions to learn proper care and maintenance of flooring including post occupancy reviews prior to expiration of warranty.

F. Extra Stock:

1. Require 4 square yards extra stock of each color supplied.

G. Quality Assurance:

1. Installer Qualifications:

a. Require installer to be factory trained and certified.

b. Proof of Certification; provide proof of certification before start of work.

c. Require mock-up to establish workmanship quality of seams, welds and cove.

2. Pre-Floor Covering Installation Meeting:

a. Require a meeting to review subfloor preparation, verification of readiness for floor covering installation and use of correct products, verification of the acclamation of correct finish materials and review installation requirements.

Part 2 - Products

A. Carpet tiles

1. Manufacturer Patcraft, Shaw, Tandus, Mohawk or approved equal.

2. Quality to meet or exceed a 20 oz. heavy traffic class product with secondary backing system, solution dyed nylon fiber construction. Color to be selected from District stock colors.

B. Carpet tile walk-off system at all exterior doors in carpeted rooms

1. Manufacturer Patcraft, Shaw, Tandus, Mohawk or approved equal.

2. Quality to meet or exceed a 24 oz. face weight designed for heavy traffic entryways and allowing a moisture barrier and prevention outside soil being tracked into the interior environment. Nylon fiber and solution dyed.

3. Color to be coordinated with carpet.

C. Specify low VOC adhesives and seam sealers.

D. Specify 4” rubber base at all carpeted locations.

Part 3 - Execution

A. Require use of largest sections possible to minimize seams.

09 90 00 Painting

Part 1 - General

A. Scope: Design Professional to specify in bid documents the pre-selected color schedule from District standard colors.

1. New Construction Projects: Refer to design standards, Part 2 and educational specifications.
2. Renovation Projects: Refer to design standards, Part 3 and specific scope statement.
3. Modular Building Standards: Refer to Design Standards, Part 4.
4. Portable Building Standards: Not applicable.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranty.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Submit final schedule of colors with formulas for all paint used at project closeout.

E. Extra Stock:

1. 1 gallon of each color used, clearly marked with manufacturer label and mix design.

Part 2 - Products

A. Specify low VOC paints and primers only.

B. Acceptable Manufacturers: Sherwin Williams, PPG Industries, Inc., Kelly Moore, Dunn Edwards or approved equal.

C. Interior paint types and sheens:

1. Interior Gypsum Board:
   a. Primer: Interior Latex Primer.
   b. Corridors: Semi-Gloss: Semi-Gloss Interior Latex.
   c. Classrooms: Satin. Semi-Gloss Interior Latex.

d. Offices: Satin: Eggshell Interior Latex.

e. Toilet Rooms: Semi-Gloss: Semi-Gloss Interior Latex.

f. Service Areas: Satin: Eggshell Interior Latex.

g. Kitchens: Semi-Gloss Enamel: Semi-Gloss Interior Latex.

2. Interior Wood:

a. Primer: Interior Latex Enamel Undercoat.

b. Opaque Finish: Semi-Gloss Interior Latex.

c. Transparent Finish: Refinish to match existing. Specify product compatible with existing finish and, if possible, low VOC.

3. Interior Metal Doors and Frames:

a. Primer: Int/Ext Industrial Primer/Finish Enamel.

b. Semi-Gloss Interior Latex.

4. Interior Miscellaneous Metals:

a. Sheen to fit circumstance.

D. Exterior paint types and sheens: (Specify mildew retardant admixtures.)

1. Exterior Stucco:

a. Primer: Exterior Latex Wood Primer.

b. Semi-gloss, 100% Acrylic Latex: Exterior Semi-Gloss Acrylic Latex.

2. Wood (opaque):

a. Primer: Exterior Latex Wood Primer.

b. Gloss, 100% Acrylic Latex: Gloss Acrylic Latex Enamel.

3. Misc. Ferrous Metals:

a. Primer: Int/Ext Industrial Primer/Finish Enamel.

b. Int/Ext Satin Enamel.

4. Ferrous metal gutters, downspouts, doors, flashing, etc.:

a. Primer: Int/Ext Industrial Primer/Finish Enamel.

b. Int/Ext Satin Industrial Enamel.

5. Exterior Guardrails and Handrails:

a. Primer: All Weather Epoxy Coating.

b. Ultra Gloss Urethane Enamel.

6. Aluminum:

a. Primer: Int/Ext Industrial Primer/Finish Enamel.

b. Int/Ext High Gloss Industrial Enamel or Int/Ext Satin Industrial Enamel.

Part 3 - Execution

A. Do not paint over existing transparent finishes. Existing transparent finishes shall be refinished to match existing. Specify finish compatible with existing.

B. All existing surfaces to be repaired and prepared prior to painting.

C. Three coat system over existing paint or new primed finishes to consist of one prime coat and two finish coats.

D. All shop-primed items are to be fully re-primed in the field.

E. Color-tint sealers and undercoats within general color range of finish color. Vary color of successive coats sufficiently to distinguish between coats.

F. Protect planting adjacent to buildings.

G. Acid wash all galvanized materials. Etch and prime prior to finish painting and rinse thoroughly.

10 11 00 Markerboards

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to Design Standards, Part 2 and educational specifications.
2. Renovation Projects: Refer to Design Standards, Part 3 and specific scope statement.
3. Modular Building Standards: Refer to Design Standards, Part 4.
4. Portable Building Standards: Refer to Design Standards Part 5.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranty.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require shop drawings.
3. Include requirement for maintenance data.

Part 2 - Products

A. Marker boards: Writanium Writing Surfaces by Platinum Visual Systems, Claridge, Rand McNally, or approved equal.

B. Multi-track full height marker board system installed in front of windows: Polyform CeramicSteel – 1" solid core with 28ga porcelain steel in white finish on both front and back framed in 1-1/8" C-channel anodized aluminum on 1-1/4" tandem wheel assembly.

C. No seams in boards up to 16-feet in length.

D. Specify heavy-duty map rails and flag holders.

Part 3 - Execution

A. Install per manufacturer recommendations.

10 14 00 Signage

Part 1 - General

A. Scope:

1. All Projects: Design Professional to include a signage schedule in accordance with ADA and CBC.
2. Room and building designations need to be approved by designated District representative.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the 10-year manufacturer's standard warranty.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require shop drawings and samples.

Part 2 - Products

A. All parking lot signage to be .125" aluminum panel with baked porcelain enamel finish mounted to 3" galvanized steel post set in 36" x 12" concrete footing.

1. Reference District security phone number on tow sign.

B. All room identification signage to be integral color with fused raised lettering and California Braille.

1. ASI, "Incast" or approved equal.

Part 3 - Execution

A. Install with vandal resistant fasteners. No double-sided tape.

10 21 13 Toilet Compartments and Partitions

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to design standards, Part 2 and educational specifications.
2. Renovation Projects: Refer to design standards, Part 3 and specific scope statement.
3. Modular Building Standards: Not applicable.
4. Portable Buildings: Not applicable.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranty.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.
2. Include requirement to comply with NFPA 286.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require shop drawings.
3. Include requirement for maintenance data.

Part 2 - Products

A. High density Polyethylene or Polypropylene. Acceptable manufacturer: Scranton Products, Bobrick, Hinny Hiders, NFPA 286 class, or approved equal.

B. All toilet partitions to be solid plastic with metal bottom edge.

C. Hinges shall be 8 inches and fabricated from heavy-duty extruded aluminum with a bright dip anodized finish with wrap-around flanges, surface mounted and through bolted to doors and pilasters with stainless steel, torx head sex-bolts. Hinges operate and field with adjustable nylon cams. Cams can be field set in 30-degree increments or hinges shall be integral, fabricated from the door and pilaster with no exposed metal parts.

D. Partitions to utilize floor mounted overhead brace mount system and continuous wall brackets.

E. Specify with vandal resistant hardware.

F. Color to be selected by District from manufacturer's standard range of colors.

Part 3 - Execution

A. Install per manufacturer recommendations.

B. Install with vandal resistant one-way screws.

10 28 13 Toilet Accessories

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to design standards, Part 2 and educational specifications.
2. Renovation Projects: Refer to design standards, Part 3 and specific scope statement. When required by scope statement, replace/provide as necessary.
3. Portable Buildings: Not applicable.
4. Modular Building Standards: Refer to design standards, Part 5 and specific scope statement. When required by scope statement, replace/provide as necessary.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranties.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.

Part 2 - Products

A. All toilet room accessories shall be Contractor Furnished and Contractor Installed (CFCI) unless otherwise indicated.

B. Paper Towel Dispensers:

1. Accessory is Owner Furnished, Contractor Installed (OFCI).

C. Toilet Paper Dispensers:

1. Non-Accessible Stalls: Accessory is Owner Furnished, Contractor Installed (OFCI).
2. Accessible Stall Surface Mounted: Accessory is Owner Furnished, Contractor Installed (OFCI).

D. Toilet seat cover dispenser (High School and/or Staff Toilet Rooms Only):

1. Accessory is Owner Furnished, Contractor Installed (OFCI).

E. Grab Bars: Heavy Duty, 18 gauge, 304 stainless steel tubing, welded 11

gauge flanges, concealed mounting. Safety grip finish, no peening, Bobrick B-6806, or approved equal.

1. Configurations and sizes indicated on drawings.
2. No flange covers.

F. Sanitary Napkin Disposal:

1. Floor Stand Alone: Hospitality Specialties #250
2. Surface-Mounted: Bobrick B-5270
3. Recessed: Bobrick B-353 or B-35303
4. Or approved equal.

G. Soap dispenser:

1. Accessory is Owner Furnished, Contractor Installed (OFCI).

H. Student toilet room mirrors: 22 gauge, high polished stainless steel with backing plates;

1. Size as indicated on drawings.

I. Staff toilet room mirrors: Mirror and shelf: Bobrick B-166 Stainless Steel, or approved equal.

1. Size as indicated on drawings.

J. Trash receptacles: Owner Furnished, Owner Installed (OFOI).

K. Accessible Shower Seat: Bobrick B-5181 reversible solid phenolic folding shower seat, or approved equal.

Part 3 - Execution

A. All toilet room accessories are to be installed with concealed fasteners where possible or vandal resistant fasteners where fasteners are exposed.

B. All accessories to be mounted on solid blocking.

10 50 00 Metal Lockers

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to design standards, Part 2and educational specifications. Specify new gym lockers, no hallway lockers to be specified.
2. Renovation Projects: Refer to design standards, Part 3 and specific scope statement. When required by scope statement, evaluate condition of existing lockers and replace as necessary to match existing configuration.
3. Portable Buildings: Not applicable.
4. Modular Building Standards: Not applicable.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the standard warranty.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require shop drawings.
3. Include requirement for O&M data.

Part 2 - Products

A. All steel, fully welded, construction with powder coat finish. Specify hasps for padlocks.

1. Lyon, DeBourgh Lockers, or approved equal.

B. Specify model with louvered metal doors not wire mesh type.

Part 3 - Execution

A. Install with concealed fasteners where possible and vandal resistant fasteners where exposed.

10 75 16 Flag Poles

Part 1 – General

A. Related Sections

1. 03 30 00: Cast-in-Place Concrete
2. Reference Standards
3. Flag pole design shall meet basic wind speed requirements.

B. Submittals

1. Product data: Submit manufacturer product data.
2. Provide shop drawings showing anchorage and rigging.

C. Warranty

1. Require unconditional 2-year installation warranty commencing on substantial completion in addition to the manufacturer warranty.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.
3. Require manufacturer's standard warranties.

Part 2 – Products

A. Aluminum Flagpoles:

1. One-piece seamless ground-set design with extruded aluminum tubing pole.
2. Cone-tapered shaft with minimum 6-inch butt diameter, and 0.1875 minimum wall base thickness. Shaft finish shall be medium satin polish, with clear hard-coat wax.

B. Finial Ball:

1. Flush seam ball, with gold anodized finish.

C. Halyard:

1. External ball-bearing type with locking cover: no internal mechanisms.

D. Flag:

1. Provide one American flag and one State flag, three feet by five feet.

Part 3 – Execution

A. No specific requirements.

11 68 13 Playground Equipment

Part 1 - General

A. Scope:

1. Renovation Projects: When required by scope statement.
2. New Construction Projects: Specify per educational specifications.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranty.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require shop drawings.
3. Require O&M data.

Part 2 - Products

A. Miracle-Recreation Equipment Company, Park Planet, or Landscape Structures playground systems or approved equal. On new campuses, the model(s) and configuration will be determined by the Educational Specification Committee and provided to Design Professional.

1. On other types of projects, if included on scope statement, the Design Professional is to propose model and configuration for the designated District representative's approval.

Part 3 - Execution

A. Require installation per manufacturer recommendations.

12 30 00 Casework

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to design standards, Part 2 and educational specifications.
2. Renovation Projects: Refer to design standards, Part 3 and specific scope statement. When required by scope statement, evaluate condition of existing casework and replace as necessary to match existing configuration.
3. Modular Building Standards: Refer to Design Standards, Part 4.
4. Portable Building Standards: Refer to Design Standards Part 5.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Require shop drawings.

Part 2 - Products

A. All casework to be WI “Custom Grade” certified.

B. Specify owner approved pre-selected color.

C. Specify formaldehyde-free, environmentally preferable materials and low VOC adhesives.

D. All shelving to be ¾” plywood core.

E. Specify 5-knuckle hinges.

F. Specify heavy-duty, ball bearing, full-extension drawer glides.

Part 3 - Execution

A. Drawer bottoms to be fully let-in, glued and blocked.

12 20 00 Window Treatment

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to design standards, Part 2.
    a. Specify new window coverings at all exterior windows unless directed to specify otherwise.
2. Renovation Projects: Refer to Design Standards, Part 3 and scope statement. When required by scope statement, evaluate condition of existing window coverings and replace as necessary to match existing configuration.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranty.
2. Require a site review with the program manager prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

D. Submittals:

1. Include requirements for submission of all material proposed for use per Division 01.
2. Include requirement for Owner approval on all material proposed for use if not as specified.
3. Require product data including style, material descriptions, construction details, dimensions and operating instructions.
4. Require shop drawings indicating all locations and extent of roller shades. Show installation details, mountings, and attachments to other work, operational clearances and relationship to adjoining work.
5. Require samples.
6. Require product certificates for each type of roller shade, signed by product manufacturer.

Part 2 - Products

A. Persilux "Zebra-Shades" dual layer. Or equal.

B. Mounting Brackets: Galvanized or zinc-plated steel.

C. Fascia: L-shaped, formed-steel sheet or extruded aluminum.

D. Manual controls.

Part 3 - Execution

A. Install shades level, plumb and aligned with adjacent units according to manufacturer's written instructions:

B. Shade band should be located so that it is not closer than 2" to interior face of glass.

12 64 00 Cafeteria Tables and Benches

Part 1 - General

A. Scope:
   1. New Construction Projects:
      a. Not applicable.
   2. Renovation Projects:
      a. Refer to design standards, Part 3 and specific scope statement.
   3. Portable Buildings: Not applicable.
   4. Modular Building Standards: Not applicable.

B. Warranty:
   1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the 10-year manufacturer's standard warranty.
   2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.

C. Codes and Standards:
   1. Reference the latest editions of all applicable codes.

D. Submittals:
   1. Include requirements for submission of all material proposed for use per Division 01.
   2. Require shop drawings.
   3. Include requirement for O&M data.

E. Commissioning:
   1. Require an informal commissioning requirement that provides complete equipment testing / commissioning and ample site staff training sessions including post occupancy reviews and final testing prior to expiration of warranty.
   2. Requirements to include instructions to the District's maintenance and operations staff in the operation, adjustment, and maintenance of equipment.

Part 2 - Products

A. Palmer Hamilton Series, no known equals:
   1. Pockets:
      a. Single In Wall Pocket #86R031412
      b. Double In Wall Pocket #86R031424

c. Material: All welded construction of 16 gauge steel with 11 gauge sill plates, without partial back or open studs.

d. Specify the standard, factory installed mullion cylinder locks mounted in frame at 48" A.F.F. to secure all tables and benches in pockets. All cylinders to be keyed alike.

e. Note that the pockets are only available from the manufacturer in "Dark Neutral" (dark bronze) and "Chameleon" (beige). If custom color is desired, coordinate requirements in painting specifications for field painting of this factory finished item. Factory prime coat only finish is not acceptable.

2. In-Wall Tables and Benches:

a. Tables: 29" with Benches at 17".

(i) Table #40M03293014

(ii) Bench #42M03171214

b. Specify 5% accessible units in accordance with CBC and ADA requirements. All handicapped units are to be furnished filler piece in pocket to accommodate the shorter bench.

c. Tabletop frame shall be 16ga steel box channels with returned edges rolled to 11ga.

d. Track Lock System for ease of removal and return of tables and benches to pockets.

e. Tables and benches shall lock automatically via an "upper cross bolt" into slots in the pocket mullion when folded into the pockets for storage.

f. Tables and benches shall be detachable from and interchangeable in steel pockets.

g. Tables and benches shall be equipped with compression springs to ensure proper counterbalance in any position. Maintain unassisted "Tee Pee" position.

h. Table Edge: "Edgeguard" bonded PolyUrea, black.

i. Frame Color: Specify pre-selected, owner approved color from the manufacturer standard colors; Black, Dark Neutral (dark bronze) or Chameleon (beige). Premium Chrome Plating available upon request to the manufacturer.

j. Plastic Laminate Color for Tops and Benches: Specify pre-selected, owner approved, Wilsonart or Formica.

Part 3 - Execution

A. On renovation projects require field verification of existing pockets prior to ordering tables and benches.

B. Install with vandal resistant fasteners.

C. Install per manufacturer recommendations.

14 24 00 Hydraulic Elevators

Part 1 - General

A. Scope:

1. New Construction Projects: Refer to design standards, Part 2 and educational specifications.
2. Renovation Projects: Refer to design standards, Part 3 and specific scope statement.
3. Portable Buildings: Not applicable.
4. Modular Building Standards: Not applicable.

B. Warranty:

1. Require unconditional two (2) year elevator operating equipment, devices and installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranties.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.
2. Contractor is responsible for obtaining necessary permit.

D. Submittals:

1. Include requirements for submission of all material proposed for use per section 01 33 00.
2. Provide shop drawings.
3. Include requirement for O&M data.

E. Commissioning:

1. Require an informal commissioning requirement that provides complete equipment testing / commissioning and ample site staff training sessions including post occupancy reviews and final testing prior to expiration of warranty.
2. Requirements to include instructions to the District's maintenance and operations staff in the operation, adjustment, and maintenance of equipment.

Part 2 - Products

A. Otis Elevator Company, HydroFit; or approved equal.

1. Interior car height 96 inches with rated capacity of 2,100 pounds.
2. Specify key operated switches.
3. Specify with overhead emergency lighting and a phone jack that can

be accessed during an emergency

4. Specify manufacturer's baked on enamel finish with manufacturer standard colors.

Part 3 - Execution

A. New construction to set in recessed pit for flush transition.

14 42 00 Vertical Wheelchair Lifts

Part 5 - General

A. Scope:

1. New Construction Projects: Not applicable
2. Renovation Projects:
   (i) Refer to design standards, Part 3 and specific scope statement.
   (ii) Coordinate requirements with ADA requirements.
3. Portable Buildings: Not applicable.
4. Modular Building Standards: Not applicable.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranties.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end warranty period.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.
2. Contractor is responsible for obtaining necessary permit.

D. Submittals:

1. Include requirements for submission of all material proposed for use per section 01 33 00.
2. Provide shop drawings.
3. Include requirement for O&M data.

E. Commissioning:

1. Require an informal commissioning requirement that provides complete equipment testing / commissioning and ample site staff training sessions including post occupancy reviews and final testing prior to expiration of warranty.
2. Requirements to include instructions to the District's maintenance and operations staff in the operation, adjustment, and maintenance of equipment.

Part 6 - Products

A. National Wheel-O-Vator - model BC, Garaventa - Opal model; or approved equal.

1. Specify with manufacturer's upper and lower gates.
2. Specify key operated switches.

3. Specify with overhead emergency lighting and a phone jack that can be accessed during an emergency

4. Specify manufacturer's baked on enamel finish with pre-selected color: Beige.

Part 7 - Execution

A. New construction to set in recessed pit for flush transition.

B. Modernization projects utilize manufacturer's ramp.

22 05 53 Identification For Plumbing Piping And Equipment

Part 1 – General

A. Warranty

1. Require unconditional two (2) year installation warranty commencing on date of “Substantial Completion”.
2. Require a site review with the District Project Manager prior to expiration of warranty as a condition to end installation warranty period.

Note to Design Professional: Include specific manufacturer warranties in addition to the standard 2-year warranty.

B. Submittals

1. Product data
2. Shop Drawing: Indicate locations and text for proposed labels and proposed diagrams posted at Kitchens, mechanical equipment rooms, and other areas where there are complex plumbing systems.
3. Installation requirements
4. Maintenance and operation requirements

Part 2 – Products

A. Materials

1. Equipment Labels: Engraved metal.
2. Warning Signs and Labels: 1/8 inch thick stainless steel fasteners.
3. Pipe Labels: Attach with stainless steel straps.
4. Stencils: Fiberboard or metal.
5. Valve Tags: Brass, 0.032-inch minimum thickness.
6. Warning Tags: Approximately 4 by 7 inches; brass grommet and wire fasteners.

Part 3 – Execution

A. Equipment Label Installation: Install or permanently fasten labels on each valve and piece of mechanical equipment. Locate equipment labels where accessible and visible.

B. Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:

1. Near each valve and control device.

2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.

3. Near penetrations through walls, floors, ceilings, and inaccessible enclosures.

4. At access doors, manholes, and similar access points that permit view of concealed piping.

5. Near major equipment items and other points of origination and termination.

6. Spaced at maximum intervals of 50 feet along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.

C. Kitchens, mechanical equipment rooms, and other areas where there are complex systems, the Contractor is to provide an annotated diagram of plumbing layout including valves. The diagram is to be laminated and wall mounted.

22 41 00 Plumbing Fixtures

Part 1 – General

A. Section Includes

1. Water Closets
2. Water Closet Flushometer Valves
3. Toilet Seats
4. Urinals
5. Sinks
6. Sink Faucets
7. Lavatories
8. Lavatory Faucets
9. Service Sinks
10. Shower Faucets
11. Drinking Fountains
12. Pressure Water Coolers
13. Disposers

B. Submittals

1. Product Data: Provide for each type of fixture indicated. Include certification that water piping meets the lead-free requirements of California HSC section 116875 and to comply with NSF 61.

C. Warranty

1. Require unconditional two (2) year installation warranty commencing on date of “Substantial Completion”.
2. Require a site review with the District Project Manager prior to expiration of warranty as a condition to end installation warranty period.

Note to Design Professional: Include specific manufacturer warranties in addition to the standard 2-year warranty.

D. Commissioning

Note to Design Professional: Coordinate project specific commissioning requirements with District’s commissioning consultant.

1. Provide training of the District’s Maintenance and Operations staff for operating and maintaining the systems prior to occupancy.

2. The District will not accept the project as complete until the commissioning is completed. This includes training of the District's Maintenance and Operations staff for operating and maintaining the systems prior to occupancy.

3. Provide review of equipment performance and submission of findings on a report to the District prior to expiration of two year warranty. Conduct a review on site and re-training for maintenance department prior to the end of the warranty period.

Part 2 – Products

Note to Design Professional: Include the following items for toilet rooms that are within the building compound. For remote toilet rooms (such as field toilet rooms) that are subjected to vandalism, specify all vandal resistant manually operated stainless steel fixtures.

A. Wall-Mounted Water Closets

1. Water Closets: Wall mounted, top spud, elongated, accessible, vitreous china. ADA compliant and standard applications.

a. Acceptable Manufacturers/Products:

i) Basis of design: Kohler http://www.kohler.com/corporate/index.html

a) Model K-84325 Kingston Ultra

ii) American Standard http://www.americanstandard-us.com/

iii) Or District Approved Equal

b. Material: Vitreous china.

c. Type: Siphon jet.

d. Style: Flushometer valve.

e. Water Consumption: High Efficiency Type (HET), 1.28 gal. per flush.

f. Support: Waste-fitting assembly.

B. Water Closet Flushometer Valves

1. Manual, Diaphragm Flushometer Valves

a. Acceptable Manufacturers/Products

i) Basis of design: Sloan

https://www.sloan.com

a) Model Royal Optima Smooth 186-0.125HWS (Renovation Projects – Surface mount)

b. No “or equals” or substitutions allowed.

c. Style: Exposed.

d. Consumption: 1.28 gal. per flush.

C. Toilet Seats

1. Acceptable Manufacturers/Products

a. Basis of design: Olsonite http://www.olsonite.com/

i) Model 95SSCT

b. Church Seats http://www.churchseats.com/

i) Model 255SCC, with 300 series self-sustaining concealed check hinge

c. Bemis Seats http://www.bemisseats.com/

i) Model 1655 SSCT – Commercial Extra Heavy Duty Plastic Toilet Seat

d. Or District Approved Equal

2. Type: Commercial (Heavy duty).

3. Shape: Elongated rim, open front.

4. Hinge: Self-sustaining, check.

5. Seat Cover: Not required.

D. Wall-Hung Urinals

1. High-Efficiency Urinal

a. Acceptable Manufacturers/Product

i) Kohler – K-4991-ET

ii) American Standard

b. Mount with manufacturer wall bracket.

E. Urinal Flushometer Valves

1. Manual Valves Only

a. Acceptable Manufacturers/Product

i) Sloan 186-0.125-DBP

ii) Approved Equal

F. Sinks and Lavatories

1. Classroom Sinks: Single bowl, under-counter mounted, enameled, cast iron. ADA compliant.
    a. Acceptable Manufacturers
        i) Just Sinks – Model CRA-ADA 1725 A GR
        ii) 18-gauge stainless drop in sink- 2-hole
        iii) www.justmfg.com/PDF/CRAADA1725A.pdf
        iv) Or District Approved Equal
    b. Drain; DCC JADA-35-FS
    c. Faucet: Classroom.
2. Toilet Room Lavatories: Wall mounted with manufacturer heavy duty concealed arm carriers, enameled, cast iron
    a. Acceptable Manufacturers
        i) Basis of design: Kohler http://www.kohler.com/corporate/index.html
            a) Model Hudson K-2805
            b) https://www.us.kohler.com/webassets/kpna/catalog/pdf/en/K-2805_spec.pdf
        ii) CECO Sinks http://cecosinks.com/
        iii) Or District Approved Equal
    b. Rectangular basin with overflow
    c. Single faucet hole
    d. 19" (483 mm) x 17" (432 mm)
    e. K-8998 P-Trap
    f. Faucet: Student Toilet Room
3. Service Sinks: Enameled, cast iron, floor mounted.
    a. Acceptable Manufacturers
        i) Basis of design: Kohler http://www.kohler.com/corporate/index.html
            a) Model Whitby K-6710
        ii) American Standard http://www.americanstandard-us.com/
            a) Model 7745.811
        iii) Or District Approved Equal
    b. Style: With front apron and raised back.
    c. Nominal Size: 28 by 28 inches.
    d. Drain: Grid with NPS3 outlet.

e. Rim Guard: Coated wire.

f. Faucet: Service Sink.

4. Lab (Science Room) Sinks: Epoxy-resin, single bowl, counter mounted.

a. Acceptable Manufacturers

i) Basis of design: Durcon, Inc., http://www.durcon.com/

a) "D" Series.

ii) Total Laboratory Solutions – Insul-Serv Inc., http://www.duratop-epoxy.com/

iii) Or District Approved Equal

b. Style: Drop-in.

c. Faucet: Lab.

G. Faucets

1. Acceptable Manufacturer

a. Chicago Faucets – No "or equals" or substitutions allowed. http://www.chicagofaucets.com/

2. Classroom Faucets:

a. Model 350 LHE-35-ABCP

b. http://www.chicagofaucets.com/catalog/catalog.php?part_number=350-LHE35ABCP

c. Description:

i) Single-hole, deck mounted

ii) Cold water only, manual type, single-control non-mixing valve.

iii) ADA compliant

iv) Finish: Polished chrome plate.

v) Maximum Flow Rate: 1.5 gpm.

vi) Handle: 369-COLD Vandal Proof 2-3/8" Lever Handle, Sixteen-Point Tapered Broach.

vii) XTAB Quaturn Compression Operating Cartridge

viii) 1/2" NPSM Supply Inlet with Coupling Nut for 3/8" or 1/2" Flexible Riser.

ix) Spout Outlet: Aerator.

3. Student and Staff Toilet Room Faucets

a. Deck-mounted metering faucet

b. Model 3500-EE39VPABCP

c. Description:

i) Cold water only

ii) Single Hole

iii) 0.35 GPM (1.3 L/min) Vandal Proof Pressure Compensating Econo-Flo Non-Aerating Spray MVP self closing, auto timed metering cartridge with adjustable run time from 2 – 25 seconds.

iv) Single Supply for Tempered Water

v) Chrome Plate Finish

4. Service Sink Faucets

a. Model 540-LD897SCP

b. http://www.chicagofaucets.com/catalog/catalog.php?part_number=540-LD897SCP

c. Description:

i) Manual type, two-lever-handle mixing valve

ii) Wall mount with support anchor

iii) 8" Body, Adjustable Arms 7-1/4" - 8-3/4"

iv) 369-PR - Vandal Proof 2-3/8" Lever Handle, Sixteen-Point Tapered Broach

v) XT - Quaturn Compression Operating Cartridge

vi) GAB - 3/8" Offset Inlet Supply Arm

vii) 2 5/16" Diameter Slip Flange

viii) Atmospheric Vacuum Breaker

ix) Chrome Plate Finish

x) Handle(s): Lever.

xi) Mounting Type: Back/wall, exposed.

xii) Spout Type: Rigid, solid brass with wall brace.

xiii) Vacuum Breaker: Required for hose outlet.

xiv) Spout Outlet: Hose thread.

5. Lab Sink Faucets – Lab: Manual type, single-control valve. ADA compliant.

a. Model 928-317XKCP

b. http://www.chicagofaucets.com/catalog/catalog.php?part_number=928-317XKCP

c. Description:

i) E7 - Full Flow Laboratory Serrated Nozzle

ii) 317-COLD - Vandal Proof 4" Wristblade Handle, Sixteen-Point Tapered Broach

iii) XK - Ceramic 1/4-Turn Operating Cartridge

iv) 1/2" NPSM Supply Inlets and Coupling Nut for 3/8"

v) Atmospheric Vacuum Breaker

vi) Chrome Plate Finish

H. Shower Faucets

1. Shower Faucets – Student: Single-handle, pressure-balance mixing valve with hot- and cold-water indicators, check stops, shower head, and hand-held spray unit. ADA Compliant.

a. Acceptable Manufacturers

i) Basis of design: Bradley Corporation http://www.bradleycorp.com/

a) Model 1C

ii) Leonard Valve Company http://leonardvalve.com/

iii) Powers Controls, a Watts Water Technologies, Inc., Company http://www.powerscontrols.com/

iv) Or District Approved Equal

b. Body Material: Polished chrome plate, solid brass.

c. Maximum Flow Rate: 2.0 gpm.

d. Mounting: Concealed.

e. Operation: 24V push-button electronic metering control with 60 second metering cycle. Provide manufacturer's Class 2 transformer.

f. Antiscald Device: Integral with mixing valve.

g. Shower Head: Lockable ball joint with arm and flange.

h. Shower-Arm, Flow-Control Fitting: 2.0 gpm.

2. Shower Faucets – Staff: Single-handle, pressure-balance mixing valve with hot- and cold-water indicators, check stops, shower head, and hand-held spray unit. ADA compliant.]

a. Acceptable Manufacturers

i) Basis of design: Bradley Corporation http://www.bradleycorp.com/

a) Model HN300

ii) Leonard Valve Company http://leonardvalve.com/

iii) Powers Controls, a Watts Water Technologies, Inc., Company http://www.powerscontrols.com/

iv) Or District Approved Equal

b. Body Material: Polished chrome plate, solid brass.

c. Maximum Flow Rate: 2.0 gpm.

d. Mounting: Concealed.

e. Operation: Single-handle, twist or rotate control.

f. Antiscald Device: Integral with mixing valve.

g. Shower Head: lockable ball joint with arm and flange.

h. Hand-held Shower Spray: Quick-disconnect hose with vacuum breaker and mounting bracket. Provide in-wall diverter valve.

i. Shower-Arm, Flow-Control Fitting: 2.0 gpm.

I. Drinking Fountains and Bubblers

1. Freestanding High-Low Exterior Drinking Fountains

a. Acceptable Manufacturer

i) Haws http://www.hawsco.com/

ii) Model #3300 FR in Blue (no optional pet fountain)

b. Description:

i) ADA Heavy Duty – Vandal Resistant pedestal

ii) Freeze resistant

iii) 11-gauge galvanized steel housing and bubbler guards

iv) Blue power-coat finish

2. Classroom Sink Bubblers

a. Acceptable Manufacturer

i) Chicago Model 748-665-ABCP – District Standard, no substitutions.

ii) http://www.chicagofaucets.com/catalog/catalog.php?part_number=748-665ABCP

b. Description:

i) Single Hole

ii) .74 GPM (2.8 L/min) Flow Control

iii) 369-COLD - Vandal Proof 2-3/8" Lever Handle, Sixteen-Point Tapered Broach

iv) 826-AB - Klo-Self Self-closing Cartridge, Cam and Cap Design

v) 1/2" NPSM Supply Inlet and Coupling Nut for 3/8" or 1/2" Flexible Riser

vi) Anti-Rotational Pins for Optional Field Installation

vii) Vandal Resistant Recessed Manual Volume Control

viii) Anti-microbial flexible mouth guard

ix) Chrome Plate Finish

3. Drinking Fountains: High-Low, Stainless steel, wall mounted with integrated water bottle fill station (Water filler based on grade level. Confirm requirements with District Project Manager.)

a. Acceptable Manufacturer

i) Haws http://www.hawsco.com/

a) Model 1119FR with Model 1920 FR Bottle filler mounted above (exterior applications)

b) https://www.hawsco.com/drinking-fountains/hi-lo-freeze-resistant-drinking-fountain/

c) https://www.hawsco.com/drinking-fountains/water-bottle-filler/bottle-filling-station-3130/

d) Model 1119 with Model 1920 Bottle filler mounted above (interior applications)

e) https://www.hawsco.com/drinking-fountains/dual-height-drinking-fountain/

f) https://www.hawsco.com/drinking-fountains/water-bottle-filler/bottle-filling-station/

ii) Or District Approved Equal

b. 100% lead-free waterways

c. Satin stainless-steel finish

d. Steel wall mounting plate

e. .75 gpm (2.8 L) Laminar flow

f. Support: Heavy Duty lavatory carrier

J. Interior Water Coolers: High-Low, Stainless steel, wall mounted with integrated water bottle fill station

a. Acceptable Manufacturer

i) Haws http://www.hawsco.com/

a) Model H1117.8 with Model 1920 Bottle filler mounted above

b) https://www.hawsco.com/barrier-free-hi-lo-electric-water-cooler/

ii) Or District Approved Equal

b. Cabinet: All stainless steel.

c. Bubbler: One, with adjustable stream regulator, located on each deck.

d. Control: Push button.

e. Drain: Grid.

f. Filter.

g. Cooling System: Electric, with pre-cooler, hermetically sealed compressor, and adjustable thermostat.

h. Capacities and Characteristics:

i) Cooled Water: 8 gph.

i. Support: Mounting frame or brackets.

K. Disposers

1. Disposers: Continuous-feed household, food waste.

a. Acceptable Manufacturers

i) Basis of design: Emerson Electric Company http://www.emerson.com/en-US/Pages/default.aspx

a) Model InSink Erator Evolution Essential

ii) KitchenAid http://www.kitchenaid.com/

a) Model Superba

iii) Or District Approved Equal

b. Standards: ASSE 1008 and UL 430, and listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

c. General: Include reset button; wall switch; corrosion-resistant chamber with jam-resistant, cutlery- or stainless-steel grinder or shredder; NPS 1-1/2 outlet; quick-mounting, stainless-steel sink flange; antisplash guard; and combination cover/stopper.

d. Model: Sound-insulated chamber.

e. Motor: 115-V ac, 1725 rpm, 3/4 hp with overload protection.

Part 3 – Execution

No specific CENTER requirements.

23 05 53 Identification For HVAC Piping And Equipment

Part 1 – General

A. Quality Assurance

1. Quality Standard for Piping Identification: ASME A13.1.

Part 2 – Products

A. Equipment Labels: Metal.

B. Warning Signs and Labels: 1/8 inch thick plastic with fasteners.

C. Pipe Labels: Pre-tensioned.

D. Duct Labels: 1/8 inch thick with fasteners or adhesive.

E. Stencils: Fiberboard or metal.

F. Valve Tags: Brass, 0.032-inch minimum thickness.

G. Warning Tags: Approximately 4 by 7 inches; brass grommet and wire fasteners.

H. No “stick-on” type labels shall be specified or allowed to be installed.

Part 3 – Execution

A. Equipment Label Installation: Install or permanently fasten labels on each major item of mechanical equipment. Locate equipment labels where accessible and visible. Labels shall indicate room served by item of mechanical equipment.

B. Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:

1. Near each valve and control device.
2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
3. Near penetrations through walls, floors, ceilings, and inaccessible enclosures.
4. At access doors, manholes, and similar access points that permit view of concealed piping.
5. Near major equipment items and other points of origination and termination.
6. Spaced at maximum intervals of 50 feet along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.

23 09 00 Energy Management System for HVAC

Part 1 – General

A. Related Sections

1. 23 54 00: Furnaces
2. 23 62 00: Packaged Compressor and Condenser Units
3. 23 74 13: Packaged, Outdoor, HVAC Units

B. Submittals

1. Product Data: For each type of product indicated.
2. Shop Drawings
   a. All shop drawings shall be prepared in AutoCAD 2026 or newer. In addition, Contractor shall provide drawings in electronic format with x-ref and layer information to other trades as required.
   b. Shop drawings shall include basic floor plans depicting locations of all equipment and wiring, installed by others, to be controlled by system and locations of thermostats, gateways and other equipment provided under this section. Drawings shall also show location of electrical power, low voltage wiring and data ports, provided by others, required for proper installation of systems of this section.
3. Operation and Maintenance Data.

C. Warranty

1. The EMS contractor shall warrant the system for two years after the recordation date of the Notice of Completion.
2. During the warranty period, the EMS contractor shall be responsible for all necessary revisions to the software as required to provide a complete and workable system consistent with the letter and intent of the Sequence of Operation section of the specification.
3. EMS equipment shall be warranted for a period of 5 years from the recordation date of the Notice of Completion.

D. Commissioning

1. Each EMS component in the system shall be tested for both hardware and software functionality. In addition, each mechanical and electrical system under control of the EMS will be tested against the appropriate sequence of operation specified herein. Successful completion of the system test shall constitute the beginning of the warranty period. A written report will be submitted to the owner indicating that the installed system functions in accordance with the plans and specifications.

2. The EMS Contractor shall provide all manpower and engineering services required to assist the HVAC Contractor and Balancing Contractor in testing, adjusting, and balancing all systems in the building. The EMS Contractor shall have a trained technician available on request during the balancing of the systems. The EMS Contractor shall coordinate all requirements to provide a complete air balance with the Balancing Contractor and shall include all labor and materials in his contract to assist with functional testing of system as it relates to EMS.

Part 2 – Products

A. Acceptable manufacturers:
   1. Pelican Wireless Systems, no “or equals” or substitutions allowed.

B. Wireless Gateway (WG)

C. The Programmable Thermostats provided under this section shall be integrated into the existing campus and districtwide Pelican Wireless System.
   1. The existing WG must provide the following hardware features:
      a. Single Ethernet Port.
      b. One micro-USB 5VDC power input.
      c. 2.4 GHz IEEE std. 802.15.4 built-in communication processor.
   2. The WG provides the communication link between the entire system and a cloud based server. Communication with cloud server shall be secured using AES (Advanced Encryption Standard).

D. Internet Programmable Thermostat (IPT)
   1. Internet Programmable Thermostat shall be a wireless communicating commercial programmable thermostat that uses IEEE 802.15.4 for networking communication and a wiring terminal block for controlling a single zone HVAC unit.

E. The IPT shall provide a keypad for setting:
   1. Temperature Set points.
   2. System Mode (Heat, Cool, Auto, Off).
   3. Fan Mode (Auto, On).
   4. Light Button.

F. The IPT shall include a wiring terminal for controlling a single zone HVAC unit. The wiring terminal must be able to be removed from the IPT for installations where only 3-wires exist or are available between where the IPT will be placed and its connection with the HVAC unit it will be controlling. Over these 3-wires the thermostat must still be able to control the HVAC unit based on these specifications.

G. The IPT must be configurable using a Web Based App. No thermostat configuration, other than setting the IPT to Conventional, Heat Pump - O, or Heat Pump -B, shall be done at the thermostat. Web based Configuration Setting options shall include:

1. Naming the thermostat
2. Grouping multiple thermostats.
3. Heat Pump or Conventional system setting.
4. If Heat Pump; reversing valve O or B setting.
5. Cycles Per Hour (1 - 6).
6. Anticipation Degrees (0˚F - 0.5˚F)
7. Calibration Degrees (2.0˚F - -2.0˚F)
8. Heat Stages (0 - 2)
9. If Heat Pump; Aux Heat (Disabled and/or Enabled Option)
10. Cool Stages (0 - 2)
11. Fan Stages (1 - 2)
12. Fan Circulation Minutes Per Hour.
13. Temperature Display (Fahrenheit or Celsius)
14. Heat Range Temperature Setting Limitation
15. Cool Range Temperature Setting Limitation
16. Ability to disable and enable Keypad Control through schedule.
17. Heat consumption (kw, btu, ton, or watt)
18. Cool consumption (kw, btu, ton, or watt)
19. Notification Sensitivity (High, Medium, Low)
20. Alarm of exceeding temperature based on a Safe Range
21. Schedule set times (2, 3, 4, or Variable).

H. IPT settings and control through the Web Base App shall be in real-time and include:

1. Space Temperature
2. System Mode (Heat, Cool, Auto, Off).
3. Fan Mode (Auto, On).
4. Current set point.
5. Relay status (Heat/Cool and Fan).
6. Historical Trend Graphs.
7. Scheduling
8. Lock and Unlock Entire Thermostat’s Keypad

9. Lock and Unlock the Thermostat's Fan Mode setting Only

I. Wireless Repeater (WR)

1. The Wireless Repeater shall be a wireless communicating repeater that uses IEEE 802.15.4 for networking communication and which is used to extend the wireless mesh network range and/or reliability. Basis of Design product is Pelican Wireless WR400.

J. Web Based Graphical User Interface

1. Web Based App (WBA) shall be able to run on any PC that uses Safari, Chrome, Firefox, or any other web browser that meets these browsers' functionality.
2. The WBA Platform shall be able to run on any Internet Accessible Smartphone and/or Tablet that has a Web Browser compatible with HTML5.
3. The WBA shall allow up to a minimum of 100 simultaneous users/clients to access the Energy Management System.
4. The Web Based client shall support at a minimum, the following functions:
    a. User log-on identification and password shall be required.
    b. HTML programming shall not be required to display any graphics or data on the Web page.
    c. Storage of data shall reside within the cloud server and shall not sit within the client's computer or device. EMS that requires data storage on a client computer or an on-site server is not acceptable.
    d. Users shall have administrator and user definable access privileges.
    e. Open API interface with XML data output.
5. Schedules:
    a. The WBA shall provide user with access to setting Internet Programmable Thermostat (IPT) schedules. Up to 12 schedule periods per day shall be available for each IPT.
    b. Schedules shall be available as Weekly (7-day), Daily, or
    c. Weekday/Weekend (5-2).
    d. The WBA shall provide the user the ability to:
        i) View Schedules.
        ii) Add/Modify Schedules.
        iii) Assign Thermostat to a Group Schedule.
        iv) Delete Schedules.

6. Trending
   a. The WBA shall provide real-time trend information on:
      i) Each IPT's space temperature.
      ii) Each IPT's temperature set points.
      iii) Each IPT's current call; heat, cool, and/or fan.
      iv) Each IEE's call for economization
   b. The WBA shall be able to record and provide at least two years of past trend data for every thermostat in the wireless network. Trend data shall include:
      i) Space temperature; with resolution of every 1/10th of a degree Fahrenheit.
      ii) IPT's temperature set points.
      iii) Indication of whether the thermostat was calling for; heat, cool, and/or fan.
   c. Trend data shall be viewable on the WBS
7. Alarm Notifications
   a. The WBA shall provide automatic alarming functionally based on real-time monitoring of at least:
      i) space temperature and temperature change.
      ii) IPT's temperature set points.
      iii) IPT's current call; heat, cool, and/or fan.
   b. The WBA shall be able to provide a user with the ability to:
      i) View Alarms.
      ii) Set Alarm Notification sensitivity level to High, Medium, or Low.
      iii) Delete Alarms.
   c. Alarms shall be able to be sent via email and/or text message to up to 100 or more clients.
8. Consumption Usage
   a. The WBA shall be able to calculate and graphically display the consumption of running a single zone HVAC unit based on a user defined HVAC unit heat and/or cool consumption rate multiplied by the thermostat heat/cool call time.
   b. The WBA shall be able to calculate and graphically display the cost of consumption of running a single zone HVAC unit based on taking a user defined HVAC unit heat and/or cool consumption and multiplying that by the client defined cost per kw and/or therm.

c. The WBA shall be able to display consumption usage for a single thermostat, multiple thermostats at a single time, or all the thermostats in the EMS.

d. The WBA shall be able to record and display up to at least two years of consumption usage information.

K. Wired Remote Temperature Sensors And Digital Alarm Input

1. Input Temperature Sensor (ITS).

a. The ITS shall connect to the Internet Programmable Thermostat over 3-wires.

b. 2.ITS shall provide at least one external 10K Type II thermistor temperature sensor input.

c. 3.Web Based App shall be able to record and provide at least two years of past temperature data for ITS.

d. The trend data shall be viewable on the WBA.

e. ITS must be accurate to ±1.0°F

f. ITS must be able to be installed up to 500’ away from IPT using standard thermostat wiring.

L. Wireless Proximity Sensor (WPS)

1. The WPS shall connect with the Internet Programmable Thermostat over the 802.15.4 wireless network.

2. WPS shall be powered by 2 AA batteries or equivalent.

3. WPS must be able to be used for either:

a. Accepting a motion sensor’s 2-wire dry contact output.

b. The WPS shall be able to notify an Internet Programmable Thermostat if motion sensor’s dry contact is in either the open or closed position.

c. Dry contact open positions will indicate that the space is occupied and the IPT must be able to automatically setback its temperature setting by a range of 0°F - 10°F or OFF.

d. Dry contact closed position will indicate that the space is unoccupied and set the temperature to a comfort setting when the space is occupied.

e. Setback settings and comfort settings must be settable through the Internet Programmable Thermostat’s schedule through the Web Based App (cannot be settable at thermostat).

f. Web Based App must be able to display when a space is “Unoccupied”.

4. Detecting if a Window OR Door is Opened or Closed.

a. The WPS must have a built-in magnetic sensor and come with a magnet that can be installed on a door OR window.

b. The WPS must be able to notify an Internet Programmable Thermostat if the door is open and the IPT must automatically turn to the OFF position.

c. The WPS must be able to notify an Internet Programmable Thermostat if the door is closed and the IPT must automatically return to its last temperature and system settings.

d. Web Based App must be able to display when the Door OR Window is Open and must be able to be set to indicate “Door” or “Window”.

5. Web Based App shall be able to notify if the WPS batteries are low and record and provide at least two years of past history on occupancy and/or door/window status for each space a WPS is installed in.

6. The trend data shall be viewable on the Web Based App.

7. Internet Programmable Thermostat must be able to connect with at least 8 WPS, each WPS must have a unique serial number and each WPS shall be settable, through the Web Based App, as either a motion sensor input or as a door/window sensor.

Part 3 – Execution

A. An approved Contractor shall perform installation of the Energy Management System. The Contractor shall certify all work as proper and complete. Under no circumstances shall the design, scheduling, coordination, programming, training, and warranty requirements for the project be delegated to a subcontractor without prior written approval of the owner.

B. The Contractor shall provide all labor necessary to install, initialize, start-up and debug all system software as described in this section. This includes any operating system software.

C. Contractor shall work with owner's representative to determine programming parameters including but not limited to hours of operation, set points, system variables, thermostat naming, and site naming. Thermostat & Site naming shall be performed by the contractor. Naming convention (equipment # or name, or space served) shall be provided by or agreed upon with the Owner.

D. Each system for which an EMS device has been installed shall be tested for proper installation and functional operation. Test shall include on-site control test to verify each wireless device is responding to signals sent from cloud based servers and responding in accordance with manufacture's specifications.

23 54 00 Furnaces

Part 1 – General

A. Related Sections

1. 23 09 00: Instrumentation and Controls for HVAC
2. 23 41 00: Particulate Air Filtration

B. Submittals

1. Product Data: For each type of product indicated.
2. Shop Drawings.
3. Operation and Maintenance Data.

C. Warranty

Note to Design Professional: Require manufacturer's Materials and Workmanship for the following:

- Furnace Heat Exchanger
- Integrated Ignition and Blower Control Circuit Board
- Draft-Inducer Motor
- Refrigeration Compressors
- Evaporator and Condenser Coils

D. Commissioning

Note to Design Professional: Coordinate and specify commissioning requirements that apply to the specific project.

Part 2 – Products

A. Gas-Fired Furnaces, Condensing: Factory assembled, piped, wired, and tested; ANSI Z21.47/CSA 2.3.

1. Cabinet: Galvanized steel, with interior insulation.
2. Fan: Centrifugal, direct drive.
3. Fan Motors: Multitapped, multispeed or electronically controlled.
4. Type of Gas: Natural.
5. AFUE: 90 to 95 percent.
6. Gas Valve: Two stage or Modulating.
7. Automatic solid-state controls; diagnostic light with viewport.
8. Accessories: Combination combustion-air intake and vent.
9. Plastic Vent Material: CPVC.

B. Thermostats and Humidistats

1. Coordinate with Section 23 09 00.

C. Air Filters

1. Coordinate with Section 23 41 00.

D. Ventilation-Air Heat Exchangers:

1. Cabinet: Steel.
2. Fixed-plate heat exchanger.
3. Supply and exhaust fans.
4. Disposable filter.

E. Refrigeration Components

1. Evaporator Coil: Copper tubes expanded into aluminum fins; size matched with furnace.
2. Refrigerant line kits.
3. Reciprocating or scroll air-cooled, compressor-condenser unit.
4. Refrigerant: R-410A.

Part 3 – Execution

A. Install gas-fired furnaces and associated fuel and vent features and systems according to NFPA 54, applicable local codes and regulations, and manufacturer's written installation instructions.

23 62 00 Packaged Compressor and Condenser Units

Part 1 – General

A. Submittals

1. Product Data: For each type of product indicated.
2. Shop Drawings.
3. Coordination Drawings.
4. Operation and Maintenance Data.

B. Quality Assurance

1. Quality Standard: ASHRAE 15, ASHRAE/IESNA 90.1, and California Building/Energy Codes.

C. Warranty

Note to Design Professional: Require manufacturer's warranty on compressors only, condenser coil only, and components other than the compressor.

D. Commissioning

Note to Design Professional: Coordinate and specify commissioning requirements that apply to the specific project.

Part 2 – Products

A. Products

1. Air-Cooled Units, 1 to 5 Tons
   a. Compressor: Scroll, hermetically sealed and isolated, single or two speed.
   b. Refrigerant: R-454
   c. Condenser Coil: Copper-tube, aluminum-fin coil with liquid subcooler.
   d. Condenser Fan: Direct-drive, aluminum propeller fan; with permanently lubricated, totally enclosed fan motor.
   e. Accessories: Coastal filter, crankcase heater, cycle protector, electronic programmable thermostat , evaporator freeze thermostat, filter-dryer, high-pressure switch, liquid-line solenoid, low-ambient controller, low-pressure switch, PE mounting base, precharged and insulated suction and liquid tubing, sound hood, thermostatic expansion valve, time-delay relay, reversing valve.
   f. Unit Casing: Galvanized steel.
2. Air-Cooled Units, 6 to 120 Tons

a. Compressor: Hermetic scroll, with on-off compressor cycling capacity control.

b. Compressor: Hermetic or semi hermetic rotary.

c. Refrigerant: R-454

d. Condenser Coil: Copper-tube, aluminum-fin coil with sub cooler.

e. Condenser Fan: Propeller type.

f. Controls: Factory mounted and wired.

g. Accessories: Electronic programmable thermostat, low-ambient controller, gage panel, hot-gas bypass kit, part-winding-start, timing relay, circuit breakers, and contactors, reversing valve.

h. Unit Casing: Galvanized or zinc-coated steel.

3. Water-Cooled Units

a. Compressor: Hermetic or serviceable hermetic type, with oil pump, operating oil charge, and suction and discharge shutoff valves.

i) Capacity Control: Cylinder unloading.

b. Refrigerant: R-454

c. Condenser: Multipass, shell-and-tube type.

d. Accessories: Discharge-line muffler, gage panel, electric solenoid cylinder unloaders, pump-down relay package, and crankcase cover plates with equalizer connections.

e. Controls: Factory mounted and wired.

f. Unit Casing: Galvanized steel.

B. Source Quality Control

1. Compressor and Condenser Units: Rate according to ARI 210/240 and ARI 340/360.

Part 3 – Execution

No specific CENTER requirements.

23 74 13 Packaged, Outdoor, HVAC Units

Part 1 – General

A. Submittals

1. Product Data: For each type of product indicated.
2. Shop Drawings.
3. Coordination Drawings.
4. Operation and Maintenance Data.

B. Quality Assurance: Quality Standards ARI 203/110, ARI 303/110, ASHRAE 15, ASHRAE 90.1, NFPA 90A, and NFPA 90B.

C. Extra Stock: Require extra set of filters and extra set of belts with each unit.

D. Warranty

Note to Design Professional: Require manufacturer's warranty.

E. Commissioning

Note to Design Professional: Coordinate and specify commissioning requirements that apply to the specific project.

Part 2 – Products

A. Manufactured Units

1. Acceptable Manufacturers
   a. Basis of Design: Carrier, Bryant and Trane
   b. Or District Approved Equal
2. Casing
   a. Galvanized steel painted with baked enamel.
   b. Galvanized-steel liner.
   c. Insulated with fiberglass.
   d. Galvanized or Stainless-steel drain pan.
3. Supply-Air Fan: Direct driven, double width, forward curved or backward inclined, centrifugal.
4. Supply-Air Fan: Belt driven, forward curved, centrifugal.
5. Condenser-Coil Fan: Direct-driven propeller.
6. Supply-Air Refrigerant Coil: Coated Aluminum -plate fins and seamless copper tube, or copper plate fins and seamless copper tube.
7. Refrigerant Circuit Components
   a. Number of Refrigerant Circuits: One or two.

b. Compressor: Hermetic reciprocating, semihermetic reciprocating, or hermetic scroll.

c. Refrigerant Charge: R-454 .

d. Low-ambient kit.

e. Hot-gas reheat valve.

f. Hot-gas bypass valve.

g. Four-way reversing valve.

8. Filters: MERV 10 - Disposable, pleated.

9. Gas Furnace – if due to a specific condition on a renovation project

a. Heat Exchanger and Drain Pan: Stainless steel.

b. Fuel: Natural.

c. Ignition: Electronic.

d. Gravity or Power vent. When using gravity vent, provide unit with modulating power exhaust

e. Single-stage, Two-stage or Modulating gas control valve. Two-stage and modulating are preferred.

10. Outdoor-Air Damper: 0 to 25 percent, with motorized damper and hood.

11. Outdoor- and Return-Air Mixing Dampers: 0 to 100 percent economizer with motorized dampers and hood.

12. Electrical Power Connection: Single with unit-mounted disconnect.

13. Basic Unit Controls: Wall-mounted thermostat or sensor.

14. DDC Controllers

a. Safety controls.

b. Scheduled controls.

c. Unoccupied period controls.

d. Supply fan controls.

e. Refrigerant circuit controls.

f. Hot-gas reheat-coil controls.

g. Gas furnace controls.

h. Electric-heating-coil controls.

i. Fixed minimum outdoor-air controls.

j. Economizer dry-bulb -based controls.

k. Carbon dioxide sensors (interior and exterior).

l. VVT relays.

m. Interface with HVAC instrumentation and control system.

15. Accessories
    a. Gas burner compartment heater.
    b. Duplex electrical outlet.
    c. Low-ambient kit.
    d. Coil guards.
    e. Concentric diffuser.
16. Roof Curb
    a. Vibration isolators.
    b. Wind restraints.
    c. Seismic restraints.

Part 3 – Execution

No Specific CENTER Requirements

26 05 19 Low-Voltage Wires (600v ac)

Part 1 – General

A. Definition

1. Building wires and cables rated 600V and less. Connectors and cables rated 600V and less.

B. Related Sections

1. 26 05 23: Control-Voltage Electrical Power Cables

Part 2 – Products

A. Conductors and Cables

1. Use single conductor, annealed copper type THHN or THWN.
2. Provide stranded copper for all conductors larger than #12 use solid for #12 and smaller.

B. Conductor Insulation

1. Polyvinyl chloride and covered with a protective sheath of nylon, rated at 600 volts.

C. Conductor Identification

1. Markers to be Brady Perma-Sleeve, Or District Approved Equal.

Part 3 – Execution

A. Color code conductor insulation as follows:

System Voltage		
Conductor	208Y/120	480Y/277
Phase A	Black	Brown
Phase B	Red	Orange
Phase C	Blue	Yellow
Neutral	White	Natural Gray

B. Utilize the services of an approved independent testing laboratory to perform megger time-resistance insulation testing of feeder conductors. Tests must be conducted with wires disconnected at both ends.

26 05 33 Raceways And Boxes For Electrical Systems

Part 1 – General

A. Related Sections

1. 26 05 00: Common Work Results for Electrical
2. 26 05 19: Low-Voltage Wires (600V AC)
3. 26 05 43: Underground Ducts and Raceways for Electrical Systems
4. 26 24 13: Switchboards
5. 26 24 16: Panelboards
6. 26 26 00: Power Distribution Units
7. Section 27 – Low Voltage Systems
8. 27 05 28: Pathways for Communications Systems
9. 28 05 28: Pathways for Electronic Safety and Security

Part 2 – Products

A. Metal Conduits, Tubing, and Fittings

1. Rigid metallic conduit to be rigid steel, heavy wall, mild steel, zinc-coated. Couplings, elbows, bends, conduits, bushings and other fittings shall be the same materials and finish as the rigid metallic conduit.
2. Electrical metallic tubing (EMT) to be steel tubing, zinc-coated with a protective enamel coating inside. Fittings, couplings, and connectors to be gland compression type. Set screw couplings and connectors not permitted.
3. Flexible steel conduit shall be of flexible interlocking strip construction with continuous zinc coating on strips. Required connectors and couplings fittings of the type, which threads into convolutions of flexible conduit.
4. Liquid-tight flexible metal conduit to be galvanized heavy wall, flexible locked steel strip construction, UV rated, with smooth moisture and oil-proof, abrasion-resistant, extruded plastic jacket. Connectors shall be as required for installation with liquid-tight flexible conduit and shall be installed to provide a liquid-tight connection.
5. All spare conduits to have measured pull tape and caps to plug all spare conduit.

B. Nonmetallic Conduits, Tubing, And Fittings

1. Non-metallic conduit to be rigid PVC electrical conduit extruded to schedule 40 dimensions of Type II. Grade 1 high impact, polyvinyl chloride, sweeps, couplings, reducers and terminating.
2. Provide caps to plug all spare conduit.

C. Metal Wireways and Auxiliary Gutters

1. Use 16 gage galvanized steel enclosed hinge/screw wiring troughs, surface metal raceway. Furnish with removable covers with keyholes slots to accept captive screws.

D. Surface Raceways (Renovations Projects Only)

1. Non-metallic Wiremold 5500 Series, Or District Approved Equal

Part 3 – Execution

A. PVC conduit: Use underground only. Encase in 3" slurry mix envelope except under building. Red slurry is to be used around conduits with medium voltage conductors. Provide red metallic warning tape and tracer wire 12-inches below grade. Electrical duct-banks shall be installed with spacer racks to provide 3-inch separation of conduits.

B. EMT conduit may be used in lieu of rigid steel conduit where permitted by code, except exposed or in concrete.

C. Flexible conduit: May be used in lieu of rigid steel conduit where specifically indicated; at connections to vibrating equipment; at drops to light fixtures from J-boxes; at locations judged by Architect impractical to use rigid conduit. Maximum length for any application shall be 6 feet.

26 09 23 Lighting Control Devices

Part 1 – General

A. Related Sections

1. 23 09 00: Instrumentation and Control for HVAC
2. 26 05 00: Common Work Results for Electrical
3. 26 05 19: Low-Voltage Electrical Power Conductors and Cables
4. 26 05 53: Identification of Electrical Systems
5. 26 09 43: Network Lighting Controls
6. 26 50 00: Lighting
7. Section 27 – Low Voltage Systems

B. Warranty

Note to Design Professional: Require manufacturer's warranty.

C. Commissioning

Note to Design Professional: Coordinate and specify commissioning requirements that applies to the specific project.

Part 2 – Products

A. Indoor Occupancy Sensors

1. Manufacturers:
   a. Lithonia
      https://lithonia.acuitybrands.com
   b. Sensor Switch, Inc. http://sensorswitch.com/#
   c. Or District Approved Equal

Note to Design Professional: Confirm that lighting controls are compatible with BACnet-based Energy Management System for exterior lighting.

2. Wall or ceiling-mounting, solid-state units with a separate relay unit
   a. Operation: Turn lights on when covered area is occupied and off when unoccupied; with a time delay for turning lights off, adjustable over a minimum range of 1 to 15 minutes.

b. Sensor Output: Contacts rated to operate the connected relay, complying with UL 773A. Sensor shall be powered from the relay unit.

c. Relay Unit: Dry contacts rated for 20-A ballast load at 120- and 277-V ac, for 13-A tungsten at 120-V ac, and for 1 hp at 120-V ac. Power supply to sensor shall be 24-V dc, 150-mA, Class 2 power source as defined by NFPA 70.

d. Mounting:

i) Sensor: Suitable for mounting in any position on a standard outlet box.

ii) Relay: Externally mounted through a 1/2-inch knockout in a standard electrical enclosure.

iii) Time-Delay and Sensitivity Adjustments: Recessed and concealed behind hinged door.

e. Indicator: LED, to show when motion is being detected during testing and normal operation of the sensor.

f. Bypass Switch: Override the on function in case of sensor failure.

g. Automatic Light-Level Sensor: Adjustable from 2 to 200 fc keep lighting off when selected lighting level is present.

3. Dual-Technology Type: Ceiling mounting; detect occupancy by using a combination of PIR and ultrasonic detection methods in area of coverage. Particular technology or combination of technologies that controls on-off functions shall be selectable in the field by operating controls on unit.

a. Sensitivity Adjustment: Separate for each sensing technology.

b. Detector Sensitivity: Detect occurrences of 6-inch- minimum movement of any portion of a human body that presents a target of not less than 36 sq. in. (232 sq. cm), and detect a person of average size and weight moving not less than 12 inches (305 mm) in either a horizontal or a vertical manner at an approximate speed of 12 inches/s (305 mm/s).

c. Detection Coverage (Standard Room): Detect occupancy anywhere within a circular area of 1000 square feet (93 sq. m) when mounted on a 96-inch- (2440-mm-) high ceiling.

B. Emergency Shunt Relay

1. Manufacturer:

a. Lighting Control and Design, Inc.
http://www.lightingcontrols.com/index.asp

b. Or District Approved Equal

2. Description: Normally closed, electrically held relay, arranged for wiring in parallel with manual or automatic switching contacts; complying with UL 924.

   a. Coil Rating: 277V.

C. Conductors and Cables

1. Power Wiring to Supply Side of Remote-Control Power Sources: Not smaller than No. 12 AWG. Comply with requirements in Section 26 05 19 Low-Voltage Electrical Power Conductors and Cables.

2. Class 1 Control Cable: Multi-conductor cable with stranded-copper conductors not smaller than No. 18 AWG. Comply with requirements in Section 26 05 19 Low-Voltage Electrical Power Conductors and Cables.

3. Classes 2 and 3 Control Cable: Multi-conductor cable with stranded-copper conductors not smaller than No. 18 AWG. Comply with requirements in Section 26 05 19 Low-Voltage Electrical Power Conductors and Cables.

Part 3 – Execution

A. Identification

1. Identify components and power and control wiring according to Section 26 05 53 Identification for Electrical Systems.

2. Identify controlled circuits in lighting contactors.

3. Identify circuits or luminaries controlled by photoelectric and occupancy sensors at each sensor.

4. Label time switches and contactors with a unique designation.

27 10 00 Data Communications System

Part 1 - General

A. Scope:

1. Furnish and install Data Communications System including all wiring and connections and other materials as shown on Plans and specified herein.
2. The installation shall include cable (fiber optic and twisted-pair copper), fiber optics raceway, fiber interconnect equipment, connectors (fiber and copper), jumpers (fiber optic and twisted-pair copper), wiring blocks, data and phone communications outlets, racks, enclosures, and passive distribution equipment. Additionally, Contractor shall provide labor and any incidental material required for installation.
3. Fiber strands shall be terminated with connectors and landed on the fiber interconnect equipment.
4. All copper conductors shall be terminated on Patch Panels (IDF end) and data communications outlets (work station).
5. Upon completion of installation, Contractor shall test all fiber and copper pathways and record the test results.
6. Horizontal Pathway: Conform to TIA/EIA 568-B, using raceway, backboards, and cabinets as indicated.

B. Ground System: Conform to TIA/EIA 607. Installer must adhere to the TIA 942 Datacenter Standards.

C. Data Backbone Wiring: Complete from the Main Distribution Frame (MDF) to each Intermediate Distribution Frame (IDF), using optical fiber backbone cables.

D. Data Horizontal Wiring: Complete from horizontal connections to each outlet using unshielded twisted pair and optical fiber backbone cables.

E. Warranty:

1. Contractor must fully warrant proper operation of installed system and components for a minimum of 25 years after system turnover to Owner. The Contractor shall provide a “performance” level warranty.

F. Submittals:

1. Include requirements for submission of all material proposed for use.
2. Shop Drawings
3. Company Certification
4. Foreman and Installer Certification
5. Test Reports

G. Quality Assurance:

1. Manufacturer: Company specializing in manufacturing products specified in this section with minimum five years' experience.

2. Installer: Company specializing in installing products specified in this section with a minimum five years verifiable experience.

Part 2 - Products

A. Racks and Ladders:

1. Racks:

a. Products must be approved by CJUSD IT staff.

b. Rack (four post preferred) should be double-side drilled, floor supported, bolt-able to floor with an opening at center of the base for cable entry. No enclosure for air ventilation. If the rack is not in a secured room, then the cabinet needs to be above to be locked.

c. Dimensions: 19" relay racks 84"' tall, Universal E.I.A. (0.25" Flange / 0.17" Web) channels, with EIA standard hole spacing.

d. Construction: 6061-T6 aluminum, Seismic zone 4; Finish: Black.

e. Each rack must have a 2-hole grounding lug.

f. Each rack must have two (2) 6' long 115V 20A multiple-outlet power strips each with eleven three-prong outlets and no switch. These power strips with standoff legs, shall be mounted vertically at the rear of the rack, with the bottoms of the power strips about 6" off the floor. The power strips must be UL-listed. All power strips shall be furnished with a 15' three prong plug/cord, NEMA 5-15.

g. Wall mount Cabinets must be approved by CJUSD IT staff.

2. Ladders:

a. Dimensions: 12" wide, with side bars 1" to 2" high.

b. Provide all hardware, grounding lugs, grounding straps, fasteners, and ladder mounting brackets.

B. Cable Management:

1. Vertical Cable Management System

a. Product Description: 7' Vertical Wire Manager, side mount with Dual hinged doors. Vertical Wire Managers shall have door on both front and back of manager.

b. Location: Both sides of Floor Mount Equipment Racks and in-between racks.

2. Distribution Rings/Jumper Troughs

   a. Location: on all backboards as required for routing of voice cables in a neat fashion.

C. Optical Fiber Enclosures and Coupler Panels:

1. Product Description: 1RUor 4RU based on individual MDF and IDF needs. Fiber optic rack mounts enclosure (LIU), loaded with all necessary adapter panels for single-mode terminations respectively.

2. Capacity: 3 or 6 adapter panels.

3. For existing sites or buildings use LC type connectors.

4. For all new construction use LC type connectors.

D. Optical Fiber Backbone Cable, Horizontal Cable:

1. Products must be approved by CJUSD IT staff.

2. Product Description: OM4 or 8.3 Single-Mode physical diameter as specified. Cable shall be specified for the environment it is being installed in.

   a. Minimum back bone fiber counts shall be 12 strands single-mode.

E. All wiring and devices must be from a single manufacturer, or from a group of manufacturers that have teamed together to provide a system solution guaranteed to meet the performance specification.

F. Telecommunications Grounding Busbar:

1. Must adhere to TIA/EIA 607 and the 942 Datacenter Grounding Standards

2. Product Description: U.L. listed, predrilled, electrotin plated copper busbar with holes for standard sized lugs mounted on 2 inch insulators and all associated hardware.

G. Patch Panel:

1. Product Description: TIA/EIA 568B, UL 1863 compliant, Modular patch panels in 24 and 48 port configurations as required to provide ability to mix and match data jack types within same panel. Provide enough patch panel ports for an additional 20% for growth. If less than 6 ports are available for future growth, provide additional 24 port panel. All spare ports shall be labeled as SPARE.

H. Inner-Duct:

1. Manufacturers: Carlon, Pyramid, or approved equal

2. Product Description: 1.25" inside diameter crush-resistant orange inner-duct, plenum rated with pull rope or pull tape.

I. Data Horizontal Cable:

1. Product Description: TIA/EIA 568B category 6 or 6A, balanced twisted pair cable CMP and CMR, with 4 pairs, 24 AWG copper conductors. All horizontal cables shall be from one manufacturer, and

preferably from the same lot.

2. Color: Blue

J. Data Horizontal Cable for Wireless Access Points (WAPS):

1. Product Description: TIA/EIA 568B category 6A, balanced twisted pair cable CMP and CMR, with 4 pairs, 23 AWG copper conductors. All horizontal cables shall be from one manufacturer, and preferably from the same lot.

2. Color: Blue

K. Communications Outlets:

1. Product Description: Conform to TIA/EIA 568B requirements for cable connectors for specific cable types, and conform to UL 1863 standard.

a. Wall plate with capacity for up to 4 jacks/4 gang box as required for application. Provide modular furniture kit for furniture installations, (confirm color and jack counts with owner prior to ordering and installation).

b. Standard Data insert jacks, quantity as indicated, 8 pin modular jacks, TIA/EIA 568B category 6 or 6A, with wire range of 22 to 24 AWG. Pin sequence shall be TIA/EIA-568-B. Color code shall be confirmed with owner prior to ordering and installation. Jacks are to be labeled per District's requirements.

c. WAP Data insert jacks, quantity two per WAP location, 8 pin modular jacks, TIA/EIA 568B category 6A, with wire range of 22 to 24 AWG. Pin sequence shall be TIA/EIA-568-B. Color code shall be confirmed with owner prior to ordering and installation. Jacks are to be labeled per District's requirements.

L. Patch Cords:

1. Copper Patch Cables (OFOI)shall be of sufficient length to provide a neatly routed connection from the patch Panel to network switch; nominally ranging in 1 to 7 feet in length.

2. Copper Patch cables shall match the category of the cable they are connecting to and be from the same manufacturer as the category cable.

3. Provide one patch cable at the patch panel end and one patch cable at the workstation end for each cable installed. Verify lengths and color with Owner prior to procurement or installation.

4. Fiber Optic Patch cords shall be 9/125 micron Single Mode patch cords depending on the installed cable plant they are connecting.

5. Furnish two (2) fiber optic patch cords in lengths (1, 2, 3 or 4 meter) adequate to connect LIU fiber optic ports to network hardware routed through wire management appliances on data rack.

M. Cable Supports:

1. Product Description: Metal tray for supporting Category 6 and 6A Horizontal Cabling for Main cable pathways. Wide Base J hooks or Cable Slings mounted to ceiling wires for smaller cable pathways. Clips shall comply with UL, CUL, CEC and TIA/EIA requirements for structured cabling systems.

N. Labels:

1. Product Description: wrap-around smoke rated labels, neatly hand written or printed by a mechanical means to be installed on all cables.

2. All faceplates, patch panels, fiber enclosure, racks and cabinets shall be labeled with machine printed labels. Provide labeling scheme to Owner for review and approval prior to procurement and installation.

O. Uninterruptible Power Supplies:

1. UPS(s) (OFOI) need to provide surge protection, line conditioning and battery backup for a minimum of twenty-four (24) . This requirement applies to all hardware that supports voice/data traffic.

2. UPS(s) (OFOI) should be rack-mountable to prevent unnecessary use of MDF/IDF floor space.

3. As a minimum, the following devices need to be on UPS backup:

a. All IP Telephony Servers, if applicable.

b. All Routers

c. All Switches

d. A power calculation needs to be performed to determine the correct UPS sizing.

Part 3 - Execution

A. Existing Work:

1. Ensure access to existing telecommunications equipment, cabling, and terminations and other installations which remain active and which require access.

2. Design team to investigate and confirm existing systems have capacity prior to adding additional scope for renovation projects.

B. Performance:

1. All installation work shall be done by qualified craftspeople in a neat, high quality manner and shall conform to the most stringent of applicable local, state, federal building codes, and referenced standards.

2. Contractor must provide a project manager who has demonstrated

the ability to supervise a project of this magnitude.

3. Contractor shall perform a daily cleanup following all installations and terminations. Contractor shall remove from work site all waste material and dispose of properly.

4. Ceiling tiles broken or defaced by the Contractor during the installation and testing process shall be replaced at the expense of the Contractor.

C. Installation:

1. Specify complete installation, testing and documentation

2. Test fiber optic cables (including but not limited to bi-directional for signal attenuation)

3. Data Cat 6 and 6A

4. The network backbone shall be capable of supporting 10 Gigabit and above speeds.

D. Testing:

1. Contractor will use tester and software to provide test results deliverable on an approved electronic format. Information will include the following:

   a. Wire Map

   b. Length

   c. Return Loss

   d. Power Sum Near-End Cross Talk (PSNEXT) Loss

   e. Equal-Level Far-End Cross Talk (ELFEXT)

   f. Power Sum Equal-Level Far-End Cross Talk (PSELFEXT)

   g. Signal attenuation

   h. Insertion loss

   i. NEXT (near-end cross talk)

   j. Attenuation to Cross-Talk Ratio (ACR).

   k. Propagation Delay

   l. Delay Skew

2. Any cables failing to meet above indicated standards must be removed and replaced, at no cost to the Owner, with cables that prove, in testing, to meet the standards. The installation will not be accepted until testing has reported that all pairs in all cables meet the appropriate standards.

27 51 23 Intercom/Paging/Master Clock/Bell System

Part 1 - General

A. Scope:

1. Furnish and install all equipment, cabling and labor required for a complete, operable, computer based administrative communication and control system.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranty of one (1) year from the date of final acceptance.

C. Codes and Standards:

1. Reference the latest editions of CBC, CMC and CEC.

D. Submittals:

1. Include requirements for submission of all material proposed for use.

E. Commissioning:

1. Require complete system testing/informal commissioning and an ample amount of site staff training sessions in addition to post occupancy reviews and final testing prior to expiration of warranty.

Part 2 - Products

A. Specify manufacturer Team One Networking - Articulent (OFOI). No "or equals" or "substitutions" allowed.

B. Specify associated hardware that integrates with the Team One Networking - Articulent system.

C. Wiring: Size, quantity and type of conductors shall be in accordance with manufacturers' requirements for cabling.

Part 3 - Execution

A. System hardware to be OFOI.

B. Require complete installation of all cabling including conduit and wires.

27 51 26 Assistive Listening System

Part 1 - General

A. Scope:

1. Include in all assembly locations for both new and renovation projects.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranty.

C. Codes and Standards:

1. Reference the latest editions of CBC, CMC and CEC.

D. Submittals:

1. Include requirements for submission of all material proposed for use.

E. Commissioning:

1. Require complete system testing/commissioning and ample site staff training sessions including post occupancy reviews and final testing prior to expiration of warranty.

Part 2 - Products

A. Furnish complete, assistive listening system complete with transmitter, receivers and control equipment.

B. Specify a wireless, FM system as manufactured by Williams or approved equal.

Part 3 - Execution

A. Installation: Require complete installation including control panel, all associated devices including conduit and wires. Make all necessary connections and test system prior to occupancy.

28 20 00 Digital Video Security System

Part 1 - General

A. Scope:

1. Infrastructure required for OFOI Verkada IP based Digital Video Security System.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranty.

C. Codes and Standards:

1. Reference the latest editions of CBC, CMC and CEC.

D. Submittals:

1. Include requirements for submission of all material proposed for use.

Part 2 - Products

A. Furnish infrastructure for a complete system of IP cameras, raceway, back boxes, cable and associated hardware.

B. Specify infrastructure compatible with Verkada. No "or equals" or "substitutions" allowed.

Part 3 - Execution

A. Installation: Require complete installation for a complete system of IP cameras including raceway, back boxes, cable and associated hardware.

28 31 00 Intrusion Alarm System

Part 1 - General

A. Scope:

1. Infrastructure required for OFOI Verkada Intrusion Alarm System.
2. System shall utilize motion detection only (no door or window contacts) and be tied to remote monitoring station.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranty.

C. Codes and Standards:

1. Reference the latest editions of CBC, CMC and CEC.

D. Submittals:

1. Include requirements for submission of all material proposed for use.

E. Commissioning:

1. Require complete system testing/commissioning and ample site staff training sessions including post occupancy reviews and final testing prior to expiration of warranty.

Part 2 - Products

A. Furnish infrastructure for a complete system of raceway, back boxes, cable and associated hardware.

B. Specify infrastructure compatible with Verkada. No "or equals" or "substitutions" allowed.

C. Require wet rated cables at all exterior locations.

Part 3 - Execution

A. Installation: Require complete installation for a complete system of raceway, back boxes, cable and associated hardware.

B. Make all necessary connections and test prior to occupancy.

C. No underground splicing of cables will be allowed.

28 46 00 Fire Alarm System

Part 1 - General

A. Scope:

1. Furnish and install a fully automatic fire detection and alarm system with voice evacuation for all construction projects.

B. Codes and Standards:

1. Reference the latest editions of CBC, CMC and CEC.

C. Submittals:

1. Include requirements for submission of all material proposed for use.

D. Commissioning:

1. Require complete system testing/commissioning and ample site staff training sessions including post occupancy reviews and final testing prior to expiration of warranty.

E. Warranty:

1. Require unconditional 2-year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer's standard warranty.

Part 2 - Products

A. Furnish complete systems including all detectors, horns, visual signaling devices, raceways, and terminal cabinets.

B. Specify Silent Knight with Wheelock devices, District Standard, no "or equals" or "substitutions" allowed.

C. Require wet rated cables at all exterior locations.

Part 3 - Execution

A. Installation: Require complete installation including control panel and all associated devices including conduit and wires. Make all necessary connections, including to other systems as required.

B. Test in the presence of Project Inspector and local fire jurisdiction prior to occupancy.

C. No underground splicing of cables will be allowed.

32 12 16 Asphalt Concrete Paving

Part 1 - General

A. Scope:

1. Renovation, portable building, modular building and interim housing projects:

   a. Always verify condition of the paving for the designated accessible path of travel and replace as necessary.

   b. When required by scope statement, evaluate condition of existing asphalt paving and replace as necessary.

2. New Construction Projects: Refer to design standards for requirements.

B. Warranty:

1. Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion.

C. Codes and Standards:

1. Reference the latest editions of all applicable codes.

2. Specify pavement markings to comply with accessibility standards.

3. Conform to applicable city or county standards.

D. Submittals:

1. Include requirements for submission of all material proposed for use per section 01300.

Part 2 Products

A. Require certification of AB to be free of hazardous material – test required.

B. Repaving: where practical incorporate paving fabric in overlay or in replacement over compacted fill.

C. Require fiber reinforcement for all overlays.

Part 3 Execution

A. Conduct water test in presence of project inspector to verify no ponding water in excess of 1/10 inch.

32 18 13 Synthetic Turf Surfacing

Part 1 – General

A. Quality Assurance

1. The synthetic turf installer must be pre-approved by the manufacturer.

B. Submittals

1. Submit drawings for seaming plan, installation details for edges, and methods of attachment.

Part 2 – Products

A. SYNLawn: Available through SYNLawn Sacramento, 3920 W Capital Avenue, Suite 160, West Sacramento, CA 95691, 916-999-5512 of approve equal.

Note to Design Professional:
Edit the below for specific project requirements

1. SYNAugustine X47 – Turf (SAX47 – with SuperYarn Technology).

Note to Design Professional: Include specific preparation of base, based on agricultural suitability test of existing on site soils.

B. Infill: Envirofill 16/30 anti-microbial (applied topically).

C. Base Material: FL #89 Stone. Sub Base 3 - 4 inch deep aggregate base compacted to a 90% - 95% compaction ratio).

D. Perimeter Nailer: 2 x 4 composite nailer.

Part 3 – Execution

A. Prior to Installation:

1. The installation shall be performed in full compliance with approved shop drawings.
2. Only trained technicians skilled in the installation of synthetic turf systems shall undertake the placement of the system.
3. The surface to receive the synthetic turf surfacing shall be inspected and certified by the installer as ready for the installation and must be perfectly clean as installation commences and shall be maintained in that condition throughout the process.

B. Sitework

1. Fine-grade subgrade to elevations required to create final finish turf infill elevation flush with proposed curb surface.

2. Install drainage according to the plans and specifications and connect the drainage to storm water structures.

C. Installation

1. Seams shall be adhered using reinforcing tape and high-grade outdoor synthetic turf adhesive. Seams may also be sewn at the contractor's choice. Seams shall be flat, tight, and permanent with no separation or fraying.

2. Infill materials must be mixed by an experienced installer. .

32 31 13 Chain Link Fences and Gates

Part 1 - General

A. Scope:

1. Renovation, portable building, modular building and interim housing projects:

   a. When required by scope statement.

   b. Refer to design standards for requirements around new electrical services.

2. New Construction Projects: Refer to design standards for requirements.

B. Warranty: Require unconditional two (2) year installation warranty commencing on recordation date of the Notice of Completion.

C. Codes and Standards: Reference the latest editions of all applicable codes.

1. Materials and components: Conform to CLFMI Product Manual.

D. Submittals:

1. Include requirements for submission of all material proposed for use per section 01300.

2. Require shop drawings.

Part 2 - Products

A. Line posts: 2.38” diameter, 3.65 lbs./ft.

B. Corner and Terminal posts: 2.88” diameter, 5.79 lbs./ft.

C. Swing Gate Posts: galvanized steel, ASTM A 120 or ASTM A 123, with not less than 1.8 oz. zinc per sq. ft. of surface.

1. 2.875-inch OD Pipe: For fabric height of 6 feet or less and gate leaf up to and including 6 feet wide.

2. 4.000-inch OD Pipe” For fabric height over 6 feet and gate leaf up to and including 12 feet wide.

D. Top and Brace Rail: 1.66” diameter, 2.30 lbs./ft., plain end, sleeve coupled.

E. Gate Frame: 1.90” diameter, 2.72 lbs./ft. for fittings and truss rod fabrication.

F. Fabric: 2” diamond mesh interwoven wire, 9 gauge thick, top and bottom selvage knuckle end closed.

G. Non-climb Fabric: 1” diamond mesh interwoven wire, 9 gauge thick, top and bottom selvage knuckle end closed

H. Tension Wire: 7 gauge thick high-carbon steel coil-spring wire, single strand.

I. Tension Bar: 3/16” thick by 3/4" wide steel, not more than 2” shorter than fabric height.

J. Tension Strap: 1/8” thick steel.

K. Tie Wire: 9-gauge galvanized steel wire.

L. Caps: Cast steel galvanized; sized to post diameter, set screw retainer.

M. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings; steel galvanized.

N. Gate Hardware: Fork latch with gravity drop mechanical keepers; three 180° gate hinges per leaf and hardware for padlock.

O. Concrete: ASTM C94; Normal Portland Cement, 2,500 p.s.i. minimum strength at 28 days, 3” slump; 1” nominal sized coarse aggregate.

P. Vinyl Slats:

1. Materials: Fence slating shall be of extruded high-density virgin polyethylene, containing color pigmentation and UV Inhibitors to resist the effects of ultraviolet radiation from sunlight and extend the colorfastness of the material for a minimum of 15 years of service without visible degradation.

2. Slat Profile: Slats shall be of flat tubular shape with a profile depth of .312” (5/16”) and a wall thickness of .020”.

3. Slat Width: All slats shall be sized to fit tight within the specified fence fabric.

4. Slat Height: Slats shall be fabricated 3-1/2” shorter than the overall height of the fence.

5. Slat Locking System: Fence slats shall be installed using the self-locking horizontal bottom channel system as supplied by slat manufacturer.

6. Slat Color: As selected by the Architect from manufacturer’s standard color palette.

Part 3 - Execution

A. Line Post Spacing: At intervals not exceeding 10’.

B. Concrete footings to be four times the diameter of the post and 3’-0” minimum deep. Top of footings to be 2” above grade and sloped for water run-off.

C. Brace each gate and corner post to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail, one bay each side from end and gate posts.

D. Specify top rail through line post tops and splice with 6” long rail sleeves. Top rails shall be continuous, using 18’ minimum lengths, except at corner and gate posts.

E. Install center and bottom brace rail on corner gate leaves.

F. Stretch fabric between terminal posts or at intervals of 100’ maximum, whichever is less.

G. Position bottom of fabric 2” above concrete mow strip.

H. Fasten fabric to top rail, line posts, braces and bottom tension wire with tie wire at maximum 15” on centers.

I. Attach fabric to end, corner and gates posts with tension bars and tension bar clips.

J. Install bottom tension wire stretched taut between terminal posts.

K. Do not swing gate from building wall; specify gateposts.

L. Install gate with fabric to match fence. Install three hinges per leaf, latch, catches, retainer and locking clamp.

32 84 00 Irrigation Systems

Part 1 – General

A. Related Sections

1. 32 90 00: Planting
2. 32 92 00: Turfs and Grasses

B. Submittals

1. Product Data
2. Shop Drawings: provide shop drawings with wiring diagrams for all irrigation systems including backflow devices, controller, valves and pumps

C. Closeout Submittals

1. Record Drawings: Dimensioned drawings showing system piping, valve locations, watering schedule, irrigation controller schedule and locations of quick couplers and shut off valves.
2. Operations and Maintenance Manuals: Provide all information for operation and maintenance requirements.

D. Extra Stock

1. Provide 6 additional sprinkler heads for each type used on project.
2. Provide 6 additional quick-coupler adaptors.

E. Warranty

1. Require unconditional 2-year installation warranty commencing on recordation date of the Notice of Completion in addition to the manufacturer warranty.
2. Require a site review with the designated District representative prior to expiration of warranty as a condition to end installation warranty period.
3. Require manufacturer's standard warranties.

F. Commissioning

1. Include commissioning requirement that provides complete equipment testing/commissioning and ample site staff training sessions including post occupancy reviews and final testing prior to expiration of warranty.
2. Requirements to include instructions to the District's maintenance and operations staff in the operation, adjustment, and maintenance of equipment. Require contractor to video record training session.

Part 2 – Products

A. Controller:

1. Manufacturer: “Rainbird ESP #LXME” series 24-station digital controllers with remote control. Provide multiple clocks to separate turf from other planting materials. No “or equals” or substitutions allowed.
2. System to be tied into District’s existing central control system.

B. Backflow Preventers:

1. Specify Ames Series 20 Dual Check Backflow Preventer or approved equal.

C. Valves:

1. Specify Rainbird valves. No “or equals” or substitutions allowed.
2. Automatic control valves: Rainbird Brass no “or equals” or substitutions allowed.
3. Quick Coupler Valve: Rainbird 44 NP no “or equals” or substitutions allowed.

D. Booster Pump System:

1. Specify Booster Pump System Model 190MTW05102021-1-10VFD-480-3 – Pre-assembled Customflow Quality Booster Package. Pump / Motor by Berkeley, Model B2TPMS with 10hp ODP three phase motor, heavy duty cast iron construction, cast iron fitted impeller with back pull out design. Control by Fuji VFD with flow switch.

E. Irrigation Wire: Paige - P7079D, or District approved equal

F. Master Valve: Rainbird, no “or equals” or substitutions allowed.

G. DC Solenoid: Rainbird Model TBOSPSOL, no “or equals” or substitutions allowed.

H. Solenoid Adapters: Rainbird Model TBOSADAPB, or District approved equal

I. Gate Valve: NIBCO cast iron with square head operating nut, non-rising stem and bolted bonnet, or District approved equal

J. Remote Control Valve: Rainbird no “or equals” or substitutions allowed.

K. Ball Valves: NIBCO Model T-580, or District approved equal

L. Turf Fields: Pop-up Gear Driven Rotor: Rainbird Falcon #6504, with 1” inlet no “or equals” or substitutions allowed.

M. Lawn: 6-inch Pop-up Spray Heads: Rainbird Model 5000 no “or equals” or substitutions allowed.

N. Landscape: 6-inch Pop-up Spray Heads: Rainbird Model 1806 no “or equals” or substitutions allowed.

O. Valve Boxes:

a. Quick Couplers: NDS Model 312 BCB (round)

b. Valves: 314 BCB (rectangular), or District approved equal

P. Valve ID Tags: Christy, or District approved equal

Q. Irrigation Piping:

1. All piping to be PVC Schedule 40
2. PVC fittings: Spears Or District Approved Equal
3. PVC Mainline Solvent: Christy
4. PVC Lateral Line Solvent: Christy
5. PVC Primer – Christy

R. Drip Irrigation:

1. Low Flow Valve: Rainbird Model LFV, no “or equals” or substitutions allowed.
2. Pressure Regulating Filter: Rainbird Model PRF-RBY, no “or equals” or substitutions allowed.
3. Tubing: Rainbird, emitters at 18” o.c., no “or equals” or substitutions allowed.
4. Drip System: Rainbird Model XBD-80, no “or equals” or substitutions allowed.
5. Deep Root System: Rainbird, no “or equals” or substitutions allowed.

Part 3 – Execution

A. Irrigating piping must be pressure tested in the presence of the Project Inspector prior to any backfilling.

B. No underground control wiring splices are permitted.

C. Irrigation lines and control wiring must be sleeved in schedule 40 PVC under all hardscape. Provide additional spare sleeve at each location.

D. PVC joints to be fully primed prior to applying solvent.

E. Do not locate any valves that are main lines in athletic fields or pavement.

F. Compaction testing required.

G. Testing of the irrigation system, including hydrostatic, coverage, and operational tests shall be, inspected by the Project Inspector with the District Project Manager approval prior to planting operations.

32 90 00 Planting

Part 1 – General

A. Related Sections

1. 32 84 00: Irrigation Systems
2. 32 92 00: Turfs and Grasses

B. Quality Assurance

1. Installer's Personnel Certifications: Certified Landscape Technician, CLT-Exterior.

C. Submittals

1. Soil analysis of existing soil to be amended and confirmation that the specified soil amendments are appropriate to provide optimum plant health.
2. Material Safety Data Sheets (MSDS) for proposed pesticides
3. Plants listings including source and size and noting any variances from bid documents with reason for proposed change.

D. Mandatory Meetings: Require the following meetings with designated District representatives, contractor(s) and design professionals:

1. Pre-planting meeting to accept irrigation system and soil conditions.
2. Post-planting meeting to accept landscaping installation prior to start of maintenance period.

E. Maintenance Service:

1. All natural turf/grass area's are to be planted at least 180-days prior to occupancy and all other landscape areas are to be planted at least 30-days prior to occupancy and provide One (1) Year / 365-day maintenance period from date of planting acceptance.

Part 2 – Products

A. Plants, General: Nursery-grown and complying with ANSI Z60.1.

Note to Design Professional: Include specific soil amendments based on agricultural suitability test of existing on-site soils.

B. Planting Soils: Amended with inorganic and organic soil amendments and fertilizers in specified quantities corresponding to analysis of existing soils soil analysis. Amendments to go down a minimum of 16-18" deep so that plants can take root properly.

C. Mulches: Shredded cedar bark mulch, four-inch minimum thick layers over weed barrier.

D. Weed-Control Barriers: Composite fabric Mirafi 140N or District approved equal.

E. Pesticides: Registered and approved by EPA post-emergent herbicide.

F. Tree Grates and Frames: ADA accessible cast iron grates with cast iron frames.

G. Root barriers: Shall be model #UB 24-2 “Universal Barrier” as produced by Deep Root Partners L.P.: or approved equal.

H. Jute Netting: Poly Jute Netting (model 814312) and Anchor Stakes (model 00042579500581 – DeWitt Co or approved equal.

J. Tree Stakes: (3) 2” dia. 10’ treated lodgepole pine, (3) sets of reinforced rubber tire tree straps 24” length.

Part 3 – Execution

A. Ground Cover and Plant Planting: Space ground cover and plants other than trees, shrubs, and vines appropriate spacing for when the plants become mature maximum per plan, apart in even rows with triangular spacing.

B. Planting required 30 days minimum, prior to occupancy.

C. Turf areas required 180 days minimum, prior to occupancy.

D. Obtain approval of irrigation system prior to proceeding with planting.

32 92 00 Turf and Lawn

Part 1 – General

A. Quality Assurance

1. Installer's Personnel Certifications: Certified Landscape Technician, CLT-Exterior

B. Submittals

1. Soil analysis of existing soil to be amended and confirmation that the specified soil amendments are appropriate to provide optimum plant health.
2. Material Safety Data Sheets (MSDS) for proposed pesticides
3. Sod listings including source and noting any variances from bid documents with reason for proposed change.
4. Provide certification that sod is free from sledge, waste water material, etc.

C. Maintenance Service:

1. All turf areas are to be planted at least 180-days prior to occupancy and provide one year maintenance period from date of planting acceptance.

Part 2 – Products

A. Turf and Lawn: Available through Delta Bluegrass Company, 111 N Zuckerman Rd, Stockton, CA 95206 (209) 469-7979

Note to Design Professional:
Edit the blow for specific project requirements

1. Lawns: 90/10 Tall Fescue
2. Elementary and Middle School Athletic fields Turf: Blue Rye 50/50 Blend
3. High School Athletic Fields – (Turf:) Tifway II Hybrid Bermuda or current product at time of installation.

Note to Design Professional: Include specific soil amendments based on agricultural suitability test of existing on site soils.

B. Planting Soils: ASTM D 5268 topsoil or existing, native surface topsoil amended with inorganic and organic soil amendments and fertilizers in specified quantities corresponding to analysis of existing soils soil analysis.

D. Pesticides complying with EPA safety standards for school age children.

Part 3 – Execution

A. Prior to planting, provide weed abatement process as follows:
   1. Obtain Landscape Architect's approval of irrigation system.
   2. Irrigate to germinate weeds for 30 days.
   3. Spray weeds with approved herbicide.
   4. Remove weeds.
   5. Repeat cycle for 30-days.
   6. Obtain Landscape Architect's approval of weed abatement prior to planting sod.

B. Planting Soil Depth for Newly Graded Subgrades: 12 inches.

C. Surface Soil Enrichment Depth for Unchanged Subgrades: 8 inches.

D. Obtain approval of irrigation system prior to proceeding with planting.

End of Part 8 – Outline Specifications

Part 9 - Acronyms

ADA	Americans with Disabilities Act
ANSI	American National Standards Institute
ARI	Air-Conditioning and Refrigeration Institute
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASTM	American Society for Testing and Materials
AV	Audio Video
AWG	American Wire Gauge
AWI	Architectural Woodwork Institute
BIM	Building Information Modeling
CAD	Computer-aided Design
CAL-EPA	California Environmental Protection Agency
CATV	Cable Television
CBC	California Building Code
CCTV	Closed Circuit Television
CD	Construction Documents
CDE	California Department of Education
CEC	California Energy Commission
CEQA	The California Environmental Quality Act
CFCI	Contractor Furnished, Contractor Installed
CFM	Cubic Feet per Minute
CMU	Concrete Masonry Unit
CPTED	Crime Prevention through Environmental Design
CRI	Color Rendering Index
DD	Design Development
DSA	Division of the State Architect
DTSC	Department of Toxic Substance Control
DVD	Digital Versatile Disc
DWR	Department of Water Resources
EIFS	Exterior Insulated Finish System
EMS	Energy Management System
EPA	Environmental Protection Agency
ET	Evapotranspiration
FACP	Fire Alarm Control Panel
FDS	Facility Design Standards
FPM	Feet per Minute
FPS	Feet per Second
FRP	Fiberglass Reinforced Plastic
FSC	Forest Stewardship Council
GPM	Gallons per Minute
HVAC	Heating, Ventilation, & Air Conditioning
ICC-ES	International Code Council - Evaluation Service
IDF	Intermediate Distribution Frames
LAN	Local Area Network
CENTER	Center Joint Unified School District
LED	Light-emitting Diode
MDF	Main Distribution Frame
MIS	Main Information System
MPOE	Minimum Point of Entry
NEMA	National Electrical Manufacturer Association
NFPA	National Fire Protection Association
OFCI	Owner Furnished Contractor Installed
OFOI	Owner Furnished Owner Installed
OPALS	Ogren Plant-Allergy Scale
PA	Public Address
PC	Pre-Checked
PIV	Post Indicator Valve
POS	Point of Sale
PSF	Pounds per Square Foot
PSI	Pounds per Square Inch
PSIG	Pounds per Square Inch Gauge
PV	Photovoltaic
PV	Present Value (*Product System & Material Analysis)*
PVC	Polyvinyl Chloride
SBR	Styrene-Butadiene Rubber
SCE	Southern California Edison
SCRC	Solid Color Reinforced Composite
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SSPC-SP	Society for Protective Coatings, Surface Preparation Standards
SWPPP	Storm Water Prevention Pollution Plan
TCNA	Tile Council of North America
UL	Underwriters Laboratory
UPS	Uninterrupted Power Supply
VAV	Variable Air Volume
VCR	Video Cassette Recorder
VOC	Volatile Organic Compound
WAN	Wide Area Network
WDMA	Window and Door Manufacturer's Association

End of Part 9 - Acronyms

Part 10 - Glossary

Americans with Disabilities Act: A federal law that gives civil rights protections to individuals with disabilities similar to those provided to individuals on the basis of race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services, and telecommunications. Website: http://www.ada.gov/

Architectural Woodwork Institute: The Architectural Woodwork Institute (AWI) is a nonprofit trade association founded in 1953. Today, AWI represents nearly 4000 members consisting of architectural woodworkers, suppliers, design professionals and students from around the world. Website: http://www.awinet.org/

California Building Standards Commission: The state government entity to oversee the development of building standards and to publish the California Building Standards Code in Title 24 of the California Code of Regulations. The California Building Standards Commission operates under the authority established by Health and Safety Code, Division 13, Part 2.5, 3 known as the California Building Standards Law. The abbreviation CBSC or BSC is often used to identify the California Building Standards Commission. Website: http://www.bsc.ca.gov/default.htm

California Department of Water Resources: Manage the water resources of California in cooperation with other agencies, to benefit the State's people, and to protect, restore, and enhance the natural and human environments. Website: http://www.water.ca.gov/

California Green Building Code: The document is the 11th of 12 parts of the official compilation and publication of the adoptions, amendments and repeal of regulations to California Code of Regulations, Title 24, also referred to as the California Building Standards Code. The Part that is known as the California Green Building Standards Code and it is intended that it shall also be known as the CALGreen Code. The California Building Standards Code is published in its entirety every three years by order of the California Legislature. The California Legislature delegated authority to various State agencies, boards, commissions and departments to create building regulations to implement the State's statutes. These building regulations or standards have the same force of law, and take effect 180 days after their publication unless otherwise stipulated. The California Building Standards Code applies to all occupancies in the State of California as annotated. Website: http://www.documents.dgs.ca.gov/bsc/CALGreen/2010_CA_Green_Bldg.pdf

California Plumbing Code: Part 5, Title 24, California Code of Regulations. Website: http://www.documents.dgs.ca.gov/bsc/Title_24

Color Rendering Index: A quantitative measure of the ability of a light source to reproduce the colors of various objects faithfully in comparison with an ideal or natural light source.

Construction Documents: The documents, consisting of Drawings and Specifications, and other documents as defined in the Lease Agreements, to be prepared and/or assembled by Architect with input from Contractor as described herein, to define the Work to be constructed as part of the Project.

Contract Documents: The Preliminary Design/Preconstruction Services Agreement ("Preconstruction Agreement"), the Site Lease, Sublease, and Construction Services Agreements (collectively "Lease Agreements"), together with any exhibits, Drawings, Specifications, Schedules, Performance Bond, Payment Bond, Addenda issued prior to execution of the Preconstruction Agreement or Lease Agreements, applicable environmental documents to comply with District's Mitigation Negative Declaration, other documents listed in either the Preconstruction Agreement or the Lease Agreements, and Modifications issued after execution of the Preconstruction Agreement or Lease Agreements. A Modification is: (1) a written amendment to the Preconstruction Agreement or the Lease Agreements signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by Architect. Unless specifically enumerated in the Preconstruction Agreement or Lease Agreements, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, or sample forms).

Crime Prevention Through Environmental Design: Crime Prevention Through Environmental Design (CPTED) theories contend that law enforcement officers, architects, city planners, landscape and interior designers, and resident volunteers can create a climate of safety in a community right from the start. CPTED's goal is to prevent crime by designing a physical environment that positively influences human behavior. The theory is based on four principles: natural access control, natural surveillance, territoriality, and maintenance. NCPC's course helps participants put the theories behind CPTED into action in their communities by designing a hands-on, interactive, two- or three-day basic or advanced training specifically tailored to their community's needs. Website: http://www.ncpc.org/training/training-topics/crime-prevention-through-environmental-design-cpted-

Department of Toxic Substance Control: Is to protect California's people and environment from harmful effects of toxic substances by restoring contaminated properties, identifying and promoting safer ingredients in consumer products, and ensuring stewardship through enforcement, regulation and pollution prevention. Website: http://www.dtsc.ca.gov/

Design Professional: A term to refer to architects; civil, structural, mechanical, electrical, plumbing, and heating, ventilating, and air conditioning engineers; interior designers; landscape architects; and others whose services have wither traditionally been considered "professional" activities, require licensing or registration by the state, or otherwise require the knowledge and application of design principles appropriate to the problem at hand.

District Consultants: Those consultants retained by the District identified in the Project Roster (or later added) who will assist the District in carrying out the Project.

Division of the State Architect: "Division of the State Architect" is the California State agency responsible for checking construction documents for compliance with Title 24, California Code of Regulations, and monitoring compliance on the construction site. The Division of the State Architect also approves inspectors on all public school projects.

DSA Class I Inspector: May inspect the following:

- Buildings or additions of 2,000 square feet or greater that utilize materials other than wood-frame shear walls (for example: masonry/concrete shear walls, steel brace frames, concrete, or steel moment-resisting frames) as the primary lateral load-resisting system.
- Substantial structural alterations to the gravity and/or lateral load-resisting system of the building types described above.

DSA Class II Inspector: May inspect the following:

- Buildings or additions over 2,000 square feet that utilize wood-frame shear walls as the primary lateral load-resisting system. Projects may be single or multi-level. The project may contain incidental masonry, concrete and/or structural steel construction (e.g. gravity load carrying columns and beams). Buildings may have isolated exceptions to the lateral load-resisting system, such as a steel brace frame at one location in the structure.
- Buildings or additions of less than 2,000 square feet in floor area that have primary lateral load-resisting systems utilizing concrete, masonry or steel construction. A single-story masonry building with a regular configuration (see C.B.C. Sec. 1629A.5.2), a floor area of less than 7,000 square feet, and a wood-frame roof structure *may* be considered to be a Class 2 structure.
- Two-story relocatable buildings (on-site construction) utilizing shop-fabricated building frames.
- Alteration, modernization, and reconstruction projects that exceed the limitations of the Class 3 scope of work, but do not include substantial alterations to structural systems of concrete, steel or masonry.
- Non-building structures that exceed the limitations of the Class 3 scope of work (signs, poles, bleachers, walls, fences, retaining walls, etc.).

DSA Class III Inspector: May inspect the following:

- Buildings or additions of wood-frame, single-story construction, with conventional (spread footing) concrete foundations and a total floor area less than 2,000 square feet. Structures must utilize wood-frame shear walls as the primary lateral load-resisting system. The project may include isolated steel or concrete elements (e.g. steel or concrete columns).
- Structural alteration projects limited to wood-frame, single-story construction. When deemed appropriate by DSA, alterations to (or addition of) isolated steel, masonry or concrete elements may be included in Class 3 projects. Alteration projects involving significant changes to the lateral load-resisting system may be classified as Class 2 projects.
- Alteration and modernization projects that are primarily non-structural, such as electrical, mechanical, plumbing, disabled access features, and site improvement work.
- Most non-building structures such as signs, poles, bleachers, walls, fences, retaining walls, etc.

DSA Class IV Inspector: May inspect the following:

- Site installation of pre-manufactured, single-story, single-story relocatable buildings.

Energy Management System: The control system that monitors the environment and energy usage in a building and alters equipment operation to conserve energy while providing occupant comfort.

Interim Housing: The intermediate period of housing assistance that covers the gap between sheltering and the return of disaster victims to permanent housing.

Ogren Plant Allergy Scale: A scale that measures the allergy potential of all garden and landscape plants. The new trademarked scale is called OPALSTM, or Ogren Plant Allergy Scale. The scale uses a simple, easy-to-use 1 to 10 ranking system. The safest, least allergenic plants rank at 1, and the worst, most allergenic at 10.

Photovoltaic System: A system that uses one or more solar panels to convert sunlight into electricity. It consists of multiple components, including the photovoltaic modules, mechanical and electrical connections and mountings and means of regulating and/or modifying the electrical output.

Savings by Design from California Edison: Savings by Design (SBD) is California's nonresidential new construction energy efficiency program, administered statewide and funded by Utility customers through the Public Purpose Programs surcharge applied to gas and electric services. Website: http://www.savingsbydesign.com/

State AB1881: The Water Conservation in Landscaping Act of 2006 (Laird). This act requires, among other actions, that the California Department of Water Resources (DWR) report to the Legislature on the status of water efficient landscape ordinances adopted by local agencies.

Storm Water Prevention Pollution Plan (SWPPP): Is a fundamental requirement of storm water permits. A SWPPP identifies all potential sources of pollution, which may reasonably be expected to affect the quality of storm water discharges from the construction site; describes practices to be used to reduce pollutants in storm water discharges from the construction site; and helps assure compliance with the terms and conditions of the permit (when the plan is designed for the individual site, and is fully implemented)

The California Environmental Quality Act: CEQA, or the California Environmental Quality Act, is a statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible. Website: http://resources.ca.gov/ceqa/

Title 24: The 24th title within the California Code of Regulations. Title 24 is reserved for state regulations that are building standards published by the California Building Standards Commission. Title 24 is given the name of California Building Standards Code by Health and Safety Code Section 18902. It is sometimes referred to as the State Building Standards Code.

End of Part 10 - Glossary

Part 11 - Appendices

Design Professional to obtain applicable items from the District Project Manager in executable format to edit to make project specific and incorporate into bid documents.

Appendix A:	Architect & Engineer (A/E) Checklists
Appendix B:	Typical Classroom Layout
Appendix C:	Standard Renovation Cover Sheet Notes
Appendix D:	Board Resolution for Single-Source Products
Appendix E:	Facility Design Standards Request for Variance

Appendix A – Architect & Engineer Checklists

New Construction Projects:

Schematic Design Phase:

- ✓ Obtain Copy of the final Educational Specifications from the designated District representative.
- ✓ Verify with the designated District representative that the Design Professionals has the most current copy of the facility standards and are on the electronic update list.
- ✓ Obtain all available site information from the designated District representative.
- ✓ Meet with the designated District representative and the Community of Antelope, Planning Department or Roseville City representative to review and coordinate specific project requirements for street frontage.
- ✓ Meet with the designated District representative and the Community of Antelope, Parks and Recreation Department or Roseville City representative to review and coordinate specific project requirements per the joint-use agreement if required.
- ✓ Meet with the appropriate City or County utility departments and PG&E to review and coordinate all site service requirements.
- ✓ Meet with the designated District representative and local disposal company to review and coordinate all trash and recycle collection service requirements.
- ✓ Meet with the designated District representative and Food Service Department to review and coordinate all kitchen requirements.
- ✓ Meet with the designated District representative and the District technology consultant to review schematic room and space requirements to accommodate server and other electronic head-end equipment. Coordinate proximity, adjacencies, size and layout of electrical and server room(s).
- ✓ On a High School project, the Design Professionals are to propose the theater configuration, type of seating, aisle lighting and associated seating accessories to the designated District representative and site appointed drama department committee for approval. The Design Professionals are to review the needs of the stage, back stage, equipment and associated accessories.
- ✓ Submit schematic design drawings to the designated District representative and obtain written approval prior to proceeding with design development phase.

Design Development Phase:

- ✓ Meet with the designated District representative and the local fire jurisdiction to review and coordinate access gates, Knox box location, fire alarm announcer panel location, fire lanes, access roads, remote pumper and fire hydrant locations.
- ✓ Meet with the designated District representative and review the proposed location and design of the trash and recycle collection yard with the with designated District representative who will review with local disposal company, Custodial Services and Pest Management.
- ✓ Meet with the designated District representative and Food Service Department for review and approval of the proposed kitchen equipment and layout.
- ✓ Meet with the designated District representative and site committee for review and approval of the proposed playfields, athletic fields and hardcourt striping layout.
- ✓ Meet with the designated District representative and M&O Department for review and approval of the proposed plant selection, landscaping and irrigation designs.
- ✓ Meet with the designated District representative and site committee for review and approval of the proposed room number and building signage.
- ✓ Meet with the designated District representative to determine if it is necessary to include spare conduits in duct banks.
- ✓ Meet with the designated District representative and PG&E for review and approval of the proposed utility yard design.
- ✓ Meet with the designated District representative and the District technology consultant for review and approval of the proposed room designs.
- ✓ Meet with the District technology consultant to determine locations of digital video surveillance cameras.
- ✓ Provide the District's technology consultant with the electronic backgrounds of the final site and building floor plans for their schematic layout of the low voltage pathways, receptacle locations, head-end equipment locations and space requirements.
- ✓ On Middle School and High School projects, the Design Professionals are to propose type and layout of athletic lockers to the designated District representative for review and approval.
- ✓ Submit design development drawings to the designated District representative and obtain written approval prior to proceeding with the construction document phase.

Construction Document Phase:

- ✓ Provide list of all items that will require color selection to the designated District representative. Obtain color selections and include in bid documents.
- ✓ Provide a completed finished hardware specification to designated District representative and Schlage representative for review and acceptance. Meet with designated District representative, Schlage representative, District locksmith and site

personnel to determine keying schedule. The keying schedule is to be incorporated into project specifications prior to bid.

- ✓ Meet with the designated District representative and District's technology consultant to obtain schematic design of the low voltage systems and coordinate requirements. Implement and coordinate requirements as indicated on technology schematics.
- ✓ Obtain and incorporate SMUD or Roseville Electric final commitment requirements.
- ✓ Provide the designated District representative with copies of the lighting calculations indicting anticipated lighting levels and watts per square foot.
- ✓ Submit construction documents to the designated District representative at the intervals stipulated in the Owner-Architect Agreement.

Renovation Construction Projects:

Design Development Phase:

- ✓ Obtain Copy of the final Project Scope Statement from the designated District representative.
- ✓ Verify with the designated District representative that the Design Professionals have the most current copy of the facility standards and are on the electronic update list.
- ✓ Obtain from the designated District representative copies of all available original plans, record drawings and maintenance projects records.
- ✓ Coordinate and employ the services of an independent land surveyor to establish existing grades to determine optimum design solution for accessible path of travel.
- ✓ Coordinate with the designated District representative and the District's hazardous materials consultant to confirm which materials will require testing to determine if they contain hazardous particles.
- ✓ Meet with the designated District representative to determine if it is necessary to include spare conduits in duct banks.
- ✓ Meet with the designated District representative and site committee for review and approval of the proposed room number and building signage.
- ✓ Survey existing building condition for potential dryrot and termite damage. Review condition of substrate (from underside where possible), fascia, trim and alike and indicate replacement as necessary. (Note that if selective demolition is necessary to investigate an area suspect of dry rot or termite damage, notify designated District representative for authorization of extra services.)
- ✓ Survey the condition of all doors, hardware and frames to determine if repair or replacement is necessary.
- ✓ Survey existing casework for necessary repairs or replacement to make fully functional. Include in the bid documents all work necessary for repairs to hardware, doors and drawers, or if more cost effective, replacement of existing casework.
- ✓ If roof replacement is required, survey existing areas designated in scope to be replaced and evaluate condition of existing roof accessories (vents, flashings, gutters, downspouts, sleepers, curbs, skylights, etc.) and indicate replacement or modification

as necessary. If there exists the ability to climb onto roof, advise designated District representative and pose possible resolution.

- ✓ If new trash and recycle collection area is required, meet with the designated District representative and review existing service yard location, layout and proposed renovation design. The designated District representative will review with local disposal company, Custodial Services and Pest Management.
- ✓ If new landscaping and irrigation is required, meet with the designated District representative and M&O Department for review and approval of the proposed plant selection, landscaping and irrigation designs.
- ✓ Meet with the District M&O Department and review existing HVAC and plumbing conditions on site and ongoing problems.
- ✓ Review mechanical record-drawings, conduct independent site investigations and evaluate existing conditions.
- ✓ Evaluate condition of existing water heaters and make recommendation for replacement if equipment is beyond the anticipated life span.
- ✓ Evaluate condition of existing grease traps and make recommendation for replacement if necessary.
- ✓ If applicable, coordinate any increase demand for gas, water, and sewer capacity with local utility companies, and confirm available gas and water pressures.
- ✓ The District wants to avoid any more need for gas powered equipment in the future. If power and circumstances allow electric equipment, the District would prefer this when replacing HVAC equipment.
- ✓ Design Professional to propose type of replacement mechanical and plumbing systems for District approval prior to proceeding with completing design.
- ✓ Meet with the District M&O Department and review existing electrical conditions on site and ongoing problems.
- ✓ Review electrical record-drawings and conduct independent site investigations and evaluate existing conditions.
- ✓ Evaluate existing conditions of power equipment including, switchboard, panels, transformers and feeders.
- ✓ If new site service is necessary, site primary service design and location must be coordinated with and approved by SMUD or Roseville Electric. Verify availability of voltage and phase. Obtain approval of electrical service location from designated District representative prior to system design.
- ✓ Meet with the District technology consultant to determine locations of digital video surveillance cameras.
- ✓ Provide the District's technology consultant with the electronic backgrounds of the site and building floor plans for their schematic layout of the low voltage pathways, receptacle locations, head-end equipment locations and space requirements.
- ✓ If new site service is required, meet with the designated District representative and PG&E for review and approval of the proposed utility yard design.

- ✓ If additional scope is determined necessary (as a result of site investigations), provide the designated District representative with a written request to include and obtain written authorization prior to starting Construction Documents.
- ✓ Submit design development drawings to the designated District representative and obtain written approval prior to proceeding with the construction document phase.

Construction Document Phase:

- ✓ Meet with designated District representative to coordinate phase work and help develop phasing schedule. Coordinate system(s) design for construction phasing requirements to minimize impact to school operations and allow for functioning systems during construction.
- ✓ Meet with the designated District representative and District's technology consultant to obtain schematic design of the low voltage systems and coordinate requirements. Implement and coordinate requirements as indicated on technology schematics.
- ✓ Review items to be removed with M&O to determine if salvage is desired. Include in the bid documents items identified to be salvaged and delivered to District.
- ✓ Coordinate and reference abatement exhibits that will be included in construction contract.
- ✓ Provide list of all items that will require color selection to the designated District representative. Obtain color selections and include in bid documents.
- ✓ Indicate existing color scheme and layout to be replicated in the interiors of gyms, libraries, theaters, multipurpose rooms, and other special use rooms may have existing custom colors (not in District standard colors) and multiple tones with graphics or logos.
- ✓ Provide a completed finished hardware specification to designated District representative and Schlage representative for review and acceptance. Meet with designated District representative, Schlage representative, District locksmith and site personnel to determine keying schedule. The keying schedule is to be incorporated into project specifications prior to bid.
- ✓ If areas of dryrot or termite damage were discovered, include in base contract all know structural repairs. Determine anticipated amount of unknown structural repairs and estimated costs. Include as a bid allowance with standard structural repair details.
- ✓ Provide the designated District representative with copies of the lighting calculations indicting anticipated lighting levels and watts per square foot.
- ✓ Verify with District representative exact location of all receptacles and switches.
- ✓ If new site service is required, obtain and incorporate SMUD and Roseville Electric's final commitment requirements.
- ✓ Submit construction documents to the designated District representative at the intervals stipulated in the Owner-Architect Agreement.
- ✓ Incorporate all peer and constructability comments prior to obtaining DSA approval.

- ✓ If during the plan review process, DSA requires additional scope of work to be included to obtain approval, forward specific requested and code reference to designated District representative to authorize.

Modular Building Projects:

Schematic Design Phase:

- ✓ Obtain Copy of the final Project Scope Statement from the designated District representative. The scope statement shall include the necessary tie-in requirements for the various low-voltage systems (HVAC campus controls, intrusion alarm, fire alarm, telephone, intercom, master clock and bells) as determined by the District's technology consultant.
- ✓ Verify with the designated District representative that the Design Professionals have the most current copy of the facility standards and are on the electronic update list.
- ✓ Obtain from the designated District representative copies of all available original plans and record drawings.
- ✓ Determine if a campus electrical service upgrade is necessary to accommodate current loads and anticipated new loads to service the new modular building(s).
- ✓ Propose and obtain approval of the location and layout of the modular building(s) from the designated District representative.
- ✓ Coordinate the District's requirements with the modular building manufacturer and coordinate the manufacturer's DSA submittal documents with the site development and building placement DSA submittal documents.
- ✓ Evaluate existing campus night lighting system and design the additional site lighting to illuminate path of travel to modular buildings and surrounding areas.
- ✓ Meet with the designated District representative and the District technology consultant to review schematic room and space requirements to accommodate low voltage systems.
- ✓ Submit schematic design drawings to the designated District representative and obtain written approval prior to proceeding with design development phase.

Design Development Phase:

- ✓ Meet with the designated District representative and the local fire jurisdiction to review and coordinate access gates, fire lanes and access roads locations.
- ✓ Coordinate and employ the services of an independent land surveyor to establish existing grades to determine optimum design solution for siting building and accessible path of travel.
- ✓ Meet with the designated District representative to determine if it is necessary to include spare conduits in duct banks.

- ✓ Meet with the designated District representative and site committee for review and approval of the proposed room number and building signage.
- ✓ If new landscaping and irrigation is required, meet with the designated District representative and M&O Department for review and approval of the proposed plant selection, landscaping and irrigation designs.
- ✓ If new site service is necessary, site primary service design and location must be coordinated with and approved by local Electric Service Supplier/Utility. Verify availability of voltage and phase. Obtain approval of electrical service location from designated District representative prior to system design.
- ✓ Design the pathway from the existing fire alarm head-end equipment. Coordinate the code requirements with the District's technology consultant.
- ✓ Meet with the District technology consultant to determine locations of digital video surveillance cameras.
- ✓ Provide the District's technology consultant with the electronic backgrounds of the site and building floor plans for their schematic layout of the low voltage pathways, receptacle locations, head-end equipment locations and space requirements.
- ✓ Submit design development drawings to the designated District representative and obtain written approval prior to proceeding with the construction document phase.

Construction Document Phase:

- ✓ The District will determine on a project specific basis what portions of the work will be performed by a site contractor(s), modular building manufacturer or District staff and how the work will be contracted. Design Professional to coordinate scopes of work on bid documents.
- ✓ Meet with the designated District representative and District's technology consultant to obtain schematic design of the low voltage systems and coordinate requirements. Implement and coordinate requirements as indicated on technology schematics.
- ✓ If new site service is required, obtain and incorporate local Electric Service Supplier/Utility's final commitment requirements.
- ✓ Coordinate the replacement of the Manufacturer's standard porch light with the District standard exterior light fixture.
- ✓ Submit construction documents to the designated District representative at the intervals stipulated in the Owner-Architect Agreement.
- ✓ Incorporate all peer and constructability comments prior to obtaining DSA approval.
- ✓ If during the plan review process, DSA requires additional scope of work to be included to obtain approval, forward specific requested and code reference to designated District representative to authorize.

Portable Building Projects:

Schematic Design Phase:

- ✓ Obtain Copy of the final Project Scope Statement from the designated District representative. The scope statement shall include the necessary tie-in requirements for the various low-voltage systems (HVAC campus controls, intrusion alarm, fire alarm, telephone, intercom, master clock and bells) as determined by the District's technology consultant.
- ✓ Verify with the designated District representative that the Design Professionals have the most current copy of the facility standards and are on the electronic update list.
- ✓ Obtain from the designated District representative copies of all available original plans and record drawings.
- ✓ Determine if a campus electrical service upgrade is necessary to accommodate current loads and anticipated new loads to service the new portable building(s).
- ✓ Propose and obtain approval of the location and layout of the portable building(s) from the designated District representative.
- ✓ Coordinate the District's requirements with the portable building manufacturer and coordinate the manufacturer's DSA submittal documents with the site development and building placement DSA submittal documents.
- ✓ Evaluate existing campus night lighting system and design the additional site lighting to illuminate path of travel to portable buildings and surrounding areas.
- ✓ Meet with the designated District representative and the District technology consultant to review schematic room and space requirements to accommodate low voltage systems.
- ✓ Submit schematic design drawings to the designated District representative and obtain written approval prior to proceeding with design development phase.

Design Development Phase:

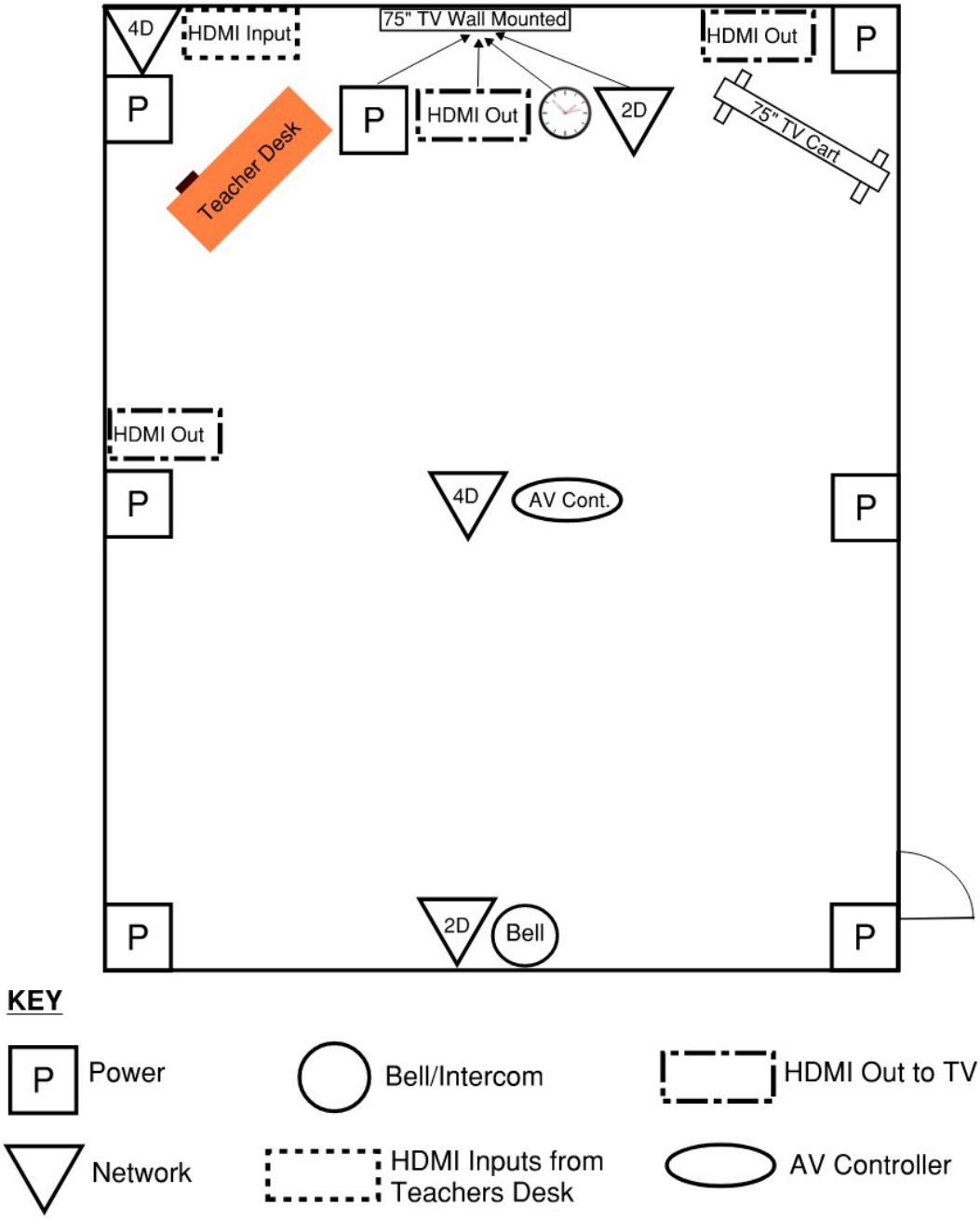
- ✓ Meet with the designated District representative and the local fire jurisdiction to review and coordinate access gates, fire lanes and access roads locations.
- ✓ Coordinate and employ the services of an independent land surveyor to establish existing grades to determine optimum design solution for siting building and accessible path of travel.
- ✓ Meet with the designated District representative to determine if it is necessary to include spare conduits in duct banks.
- ✓ Meet with the designated District representative and site committee for review and approval of the proposed room number and building signage.

- ✓ If new landscaping and irrigation is required, meet with the designated District representative and M&O Department for review and approval of the proposed plant selection, landscaping and irrigation designs.
- ✓ If new site service is necessary, site primary service design and location must be coordinated with and approved by local Electric Service Supplier/Utility. Verify availability of voltage and phase. Obtain approval of electrical service location from designated District representative prior to system design.
- ✓ Design the pathway from the existing fire alarm head-end equipment. Coordinate the code requirements with the District's technology consultant.
- ✓ Meet with the District technology consultant to determine locations of digital video surveillance cameras.
- ✓ Provide the District's technology consultant with the electronic backgrounds of the site and building floor plans for their schematic layout of the low voltage pathways, receptacle locations, head-end equipment locations and space requirements.
- ✓ Submit design development drawings to the designated District representative and obtain written approval prior to proceeding with the construction document phase.

Construction Document Phase:

- ✓ The District will determine on a project specific basis what portions of the work will be performed by a site contractor(s), portable building manufacturer or District staff and how the work will be contracted. Design Professional to coordinate scopes of work on bid documents.
- ✓ Meet with the designated District representative and District's technology consultant to obtain schematic design of the low voltage systems and coordinate requirements. Implement and coordinate requirements as indicated on technology schematics.
- ✓ If new site service is required, obtain and incorporate local Electric Service Supplier/Utility's final commitment requirements.
- ✓ Coordinate the replacement of the Manufacturer's standard porch light with the District standard exterior light fixture.
- ✓ Submit construction documents to the designated District representative at the intervals stipulated in the Owner-Architect Agreement.
- ✓ Incorporate all peer and constructability comments prior to obtaining DSA approval.
- ✓ If during the plan review process, DSA requires additional scope of work to be included to obtain approval, forward specific requested and code reference to designated District representative to authorize.

Appendix B – Typical Classroom Layout



Appendix C – Standard Renovation Cover Sheet Notes

The following notes are to be included verbatim on the coversheet of all renovation projects.

GENERAL NOTES:

1. This project site is an occupied school campus. The educational program takes precedence over construction activities. All construction activities shall be contained within fenced or barricaded areas in accordance with project specification and schedule requirements. Certain construction activities that generate disruptive noise, odors, dust and debris must be scheduled when the campus is not occupied.

2. This is an existing facility renovation project. All work shown, noted or detailed is new, except where indicated as existing or as existing to remain.

3. Photos if shown in this set of drawings do not preclude the pre-bid site visit requirements of the bidder. The Contractor shall be responsible for appropriate site visits to confirm existing field conditions prior to bidding.

4. Contractor shall field verify all dimensions and existing conditions at the site and shall report any discrepancies in writing to the Construction Manager by the means of a Request for Information (RFI) or as part of the applicable shop drawings or submittals.

5. Specific items noted to be verified or field verified are required to be verified prior to ordering materials or proceeding with the work.

6. Contractor is responsible for all incidental work necessary to complete the installation of new work. This includes, but is not limited to, the removal and/or reinstallation of all existing items, of portions of the existing construction whether shown or not.

7. The existing facility may have asbestos containing material in various locations. Any part of the work requiring removal of asbestos containing material shall be performed in accordance with the Asbestos Abatement Specifications Exhibit ‘C’ of the Project Manual.

8. The existing facility may have lead containing material in various locations. Any part of the work requiring removal of lead containing material shall be performed in accordance with the Lead Abatement Specifications in the Project Manual.

9. The existing facility may have PCB Ballast and Fluorescent Tube Materials in various locations. Any part of the work requiring removal of PCB Ballast and Fluorescent Tube Materials shall be performed in accordance with the PCB Ballast and Fluorescent Tube Materials Abatement Specifications Exhibit ‘E’ of the Project Manual.

10. Contractor is responsible for protection, modification and re-installation of all existing rooftop piping, conduit, wire and equipment during the roof removal/replacement operations. This includes, but is not limited to, extensions of existing conduit and piping penetrations to accommodate new roofing requirements, replacement or modification of

existing sleepers, blocking and supports. Provide new conduit, conductors, unistrut, etc. as necessary to accommodate new roofing requirements.

11. Prior to starting work on each phase, the Contractor shall request the Construction Manager to schedule a team meeting with all subcontractors, the Project Inspector, and the designated District representatives to survey existing equipment operations. The objective is to determine the operability of all existing mechanical equipment, fire alarm system, telephone system, intrusion alarm system, intercom system and any other devices and equipment that are to remain after phase completion. The Construction Manager shall prepare a written report documenting team field investigation and noting any existing items that are damaged or non-functional. Prior to occupancy another survey will be conducted with same team to determine if any item has been damaged or made inoperable. In the event that something has been damaged the General Contractor will be required to correct problem with an approved, qualified, technician.

12. Prior to the start of each phase the Construction Manager shall schedule the District to identify and tag all exposed wiring. District personnel shall remove any wiring identified as abandoned. Any wiring identified “to remain” shall be protected against damage during construction and inspected for damage at phase completion.

13. Prior to site mobilization, the General Contractor, the Construction Manager and Project Inspector are to meet on site and photo document the existing conditions of the Contractor’s staging area and landscaped areas where trenching will be occurring or where vehicle traffic is anticipated. Also test irrigation system for proper operation. At project completion all areas must be restored to original condition including but not limited to installing sod at damaged turf areas, replacing damaged plantings, repairing damaged underground utilities, patching damaged asphalt paving, re-striping paving and replacement of damaged concrete. The General Contractor, the Construction Manager and Project Inspector shall meet on site at project completion and review all site conditions and operation of irrigation system.

14. The General Contractor is responsible to have emergency shut-off procedures in place prior to start of construction. The General Contractor and all Subcontractors shall familiarize themselves with all shut-off valve locations on site and have proper tools readily available to operate valves.

Appendix D – Single Source Board Resolution

See Next Page

RESOLUTION OF THE GOVERNING BOARD OF THE

CENTER JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION AUTHORIZING THE DESIGNATION OF SPECIFIC SYSTEMS, PRODUCTS AND/OR MATERIALS IN THE SPECIFICATIONS FOR DISTRICT CONSTRUCTION PROJECTS

WHEREAS, the Center Joint Unified School District ("District") is engaged in a program for the modernization and new construction of all its facilities ("Construction Projects"); and

WHEREAS, the District, pursuant to Public Contract Code Section 3400, intends to establish uniform, complete, and compatible District-wide systems, products and/or materials in order to facilitate the most competitive and feasible education for school children in the District; and

WHEREAS, the District, through its agents and consultants, has considered the benefits of requiring that those systems, products and/or materials identified on Exhibit A hereto be specified in its Construction Documents and be used in its Construction Projects; and

WHEREAS, the District has determined that those systems, products and/or materials identified in Exhibit A hereto are required to match other systems, products and/or materials in use on existing District construction projects either completed or in the course of completion; and that certain systems, products and/or materials may be needed to conduct field tests to determine whether they are suitable for future use; and

WHEREAS, the District also has determined that those systems, products and/or materials identified in Exhibit A hereto (1) increase efficiency of staff training for the maintenance of the products, equipment and systems; (2) provide form, fit and functional interchangeability for the purpose of system or unit integrity or maintainability; (3) meet the design standard determinations of the District; (4) are compatible with items to be added to existing systems; and (5) are compatible with District parts inventory and/or service capabilities; and

NOW, THEREFORE, BE IT RESOLVED, that the District's Board of Trustees agrees with, adopts and ratifies the findings set forth above and concludes that those systems, products and/or materials identified in Exhibit A hereto shall be specified in the District's Construction Documents and used on the District's Construction Projects.

BE IT FURTHER RESOLVED, the District's findings as stated hereinabove shall be described in the Invitation for Bids or Request for Proposals for all District Construction Projects specifying any of the systems, products and/or materials identified in Exhibit A hereto.

Passed and adopted on this date, November 19, 2025 at a regular meeting of the Center Joint Unified School District Governing Board by the following vote:

Ayes:

Noes:

Abstained:

Absent:

BOARD OF TRUSTEES

_____
Steve Bruno, President

_____,
Delrae Pope, Board Member / Clerk

_____
Nancy Anderson, Board Member

_____
Chuck Uribe, Board Member

_____
Howard Ballin, Board Member & County Representative

CERTIFICATE

State of California)
)
County of Placer)

I certify the above is a true copy of a Resolution adopted by the Board of Trustees of the Center Joint Unified School District on _____, at a regularly scheduled meeting of said Board.

Governing Board of the Center Joint Unified School
District, County of Placer, State of California

By: _____
Scott A. Loehr, Superintendent

EXHIBIT A TO RESOLUTION OF THE GOVERNING BOARD OF THE CENTER JOINT UNIFIED SCHOOL DISTRICT RE: SUPPORT FOR THE DESIGNATION OF SPECIFIC SYSTEMS, PRODUCTS AND/OR MATERIALS IN THE SPECIFICATIONS FOR DISTRICT CONSTRUCTION PROJECTS

Center Joint Unified School District

Single Source Manufacturers List And District Facility standards

Specification Reference	System/Product	Manufacturer
Division 7	**Roofing** Asphalt Shingles Metal Roof Panels Modified Bituminous Membrane Roofing	Garland Industries, Inc. www.garlandco.com
Division 8	**Door Hardware** Locksets and Keying (Schlage) Closers (LCN) Exit Devices (Von Duprin)	Allegion www.allegion.com
Division 22	**Plumbing Fixtures** Faucets	Chicago Faucet Company 2100 S. Clearwater Drive Des Plaines, IL 60018-5999 847/803-5000 www.chicagofaucets.com
Division 22	**Plumbing Fixtures** Flushometer	Sloan Headquarters 10500 Seymour Ave. Franklin Park, IL 60131 847/671-4300 800/982-5839 www.sloan.com
Division 23	**Energy Management System**	Pelican Wireless Systems 2655 Collier Canyon Road Livermore, CA 94551 888/512-0490 www.pelicanwireless.com

Specification Reference	System/Product	Manufacturer
Division 27	**Intercom/Paging**	Team One Networking Articulent 7621 Gailee Road, Suite 100 Roseville, CA 95678 www.teamonenetworking.com
Division 28	**Intrusion Alarm System**	Verkada California (Global HQ) 406 E. 3rd Avenue San Mateo, CA 94401 650/514-2500 www.verkada.com
Division 28	**Surveillance System** Cameras	Verkada California (Global HQ) 406 E. 3rd Avenue San Mateo, CA 94401 650/514-2500 www.verkada.com
Division 28	**Fire Alarm System**	Honeywell Silent Knight 12 Clintonville Road Northford CT 06472 203/484-7161 800/311-1715 www.silentknight.com
Division 32	**Irrigation Controller**	Rain Bird 970 West Sierra Madre Ave. Azusa CA 91702 626/812-3400 www.rainbird.com

Appendix E - Facility Design Standards Request for Variance

See Next Page

Center Joint Unified School District
REQUEST FOR VARIANCE

Resubmittal: ❑ Yes ❑ No

CJUSD V.R. No. _____

Architect's V.R. No. _____

Project Information

Project Name:		Project #:	
Project Manager:		Date:	
Architect:		Firm:	

Variance Information

Facility Design Standards Reference: _____ **Section** _____ **Page** _____	
Request:	
Reason:	
Impact to Budget: **$** _____	Impact to Schedule: _____ DAYS

Please Note: Design Team must provide and attach appropriate back up documents related to the Request for Variance topic for FDS Committee to perform their review.

Variance Response

❑ Approved ❑ Denied ❑ Revise & Resubmit	FDS Representative Signature:	
	Date Response Issued to PM:	