



BOARD OF TRUSTEES: Robert Garcia, Matthew Gordon, Dr. Fermín Jaramillo, Dayna Karsch, and April McAllaster

BOARD OF TRUSTEES

AGENDA

Thursday, March 2, 2023, 6:30 p.m.

This board meeting will take place in-person on the date, time and location noted above. Members of the public may view a live stream of the meeting using the link below. Public Comment will only be allowed for in-person participants.

View the meeting livestream: Members of the public can view the live stream of the meeting at: <http://stream.etiwanda.org>. Public comment is not available to live stream viewers.

The agenda and attachments can be found at: <http://meetings.etiwanda.org/A03-02-2023.pdf> or when on the District website, scroll down to the Board Meetings, and select the March 2, 2023, meeting date.

Members of the public may participate in the Public Comment portion of the meeting by attending the meeting in-person and addressing the Board during Public Comment as noted on the agenda.

1. CALL TO ORDER

- A. Roll call.
- B. Pledge of allegiance.

2. PUBLIC COMMENT ON AGENDA ITEMS

This is the time and place for the general public to address the Board of Trustees on items on the meeting agenda. State law prohibits the Board from acting on any issue not previously included on the agenda. Because there are time limits imposed for public comment, neither the Board nor the Superintendent answer questions or respond to statements made during the public comment. Members of the Board or the Superintendent may choose to take notes and respond briefly after public comment is closed. Individual speakers shall be allowed up to three minutes to address the Board on each agenda item. This time may be shortened based on the number of speakers or issues to be addressed at the Board's discretion. If a member of the public desires to be heard on more than one item appearing on the agenda, he or she will be allowed up to a total of five minutes to address all desired agenda items with a maximum of three minutes per agenda item. For agenda items, in order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. Board Policy 9323 limits the total time for public input on each agenda item to a maximum of thirty minutes. This time may be shortened based on the number of speakers or issues to be addressed at the Board's discretion. The Board assumes no responsibility for the speaker's liability for any intentionally false or defamatory comments the speaker may make regarding any person during the opportunity for public comment. Persons who have complaints against employees of the District are encouraged to seek resolution of those complaints by utilization of the Etiwanda School District written complaint procedure rather than orally addressing them at a meeting.

- A. Comments on agenda items.

3. ADMINISTRATION OF OATH OF OFFICE TO BOARD MEMBER

- A. The Oath of Office will be administered to April McAllaster as a provisional appointment for the vacancy in Trustee Area 2 pursuant to Education Code sections 5091 and 5092. Mrs. McAllaster will serve on the Board of Trustees until the next regularly scheduled election for governing board members in November 2024.

3. ADMINISTRATION OF OATH OF OFFICE TO BOARD MEMBER (continued)

- B. Pursuant to Board Policy 9100: *Organization*, the Governing Board shall elect a President Pro Tempore as a result of the vacancy.
1. Action to elect a President Pro Tempore.

4. REVIEW / ADOPT AGENDA AND MINUTES

This is the time to review the agenda and move items from action to consent calendar or from consent calendar to action. Consent calendar items are expected to be routine and noncontroversial, and are acted upon by the Board of Trustees at one time without discussion.

- A. Adopt the agenda as presented or amended.
- B. Adopt the minutes of the regular meeting held February 7, 2023, as presented or amended.
- C. Adopt the minutes of the special meeting held February 13, 2023, as presented or amended.

5. RECOGNITION

- A. Recognition of the 2022-2023 Etiwanda School District Spelling Bee champions by Principal Jeff Sipos.

6. EDUCATIONAL PRESENTATION SECTION

- A. "Falcon Ridge Elementary, Rediscovering School," an educational presentation by Lisa Richter, Principal of Falcon Ridge Elementary School.

7. INSTRUCTION

- A. Discussion and action regarding the proposed Etiwanda School District Student Dress Standards for the 2023-2024 school year.

8. CONSENT CALENDAR

- A. Approval of the personnel report which includes appointment, employment, contract renewal, assignment, committee on assignment, transfer, promotion, demotion, resignation, retirement, leave, out-of-class pay, termination, non-reelect, suspension, release of service, release of administrative assignment, and/or any other action affecting employment status.
- B. The Governing Board, acting as the legislative body for Community Facilities District (CFD) numbers 4, 5, 6, 7, 8, 9, 10, Rancho Etiwanda, Silver Ridge, Coyote Canyon, Henderson Creek, Victoria Gardens & Day Creek Square, ratifies the CFD expenditures for the period February 1-28, 2023, per the CFD Payment Log.
- C. Approval of the declaration that miscellaneous items of district property are less than \$2,500 in value per item, are obsolete and unusable, and will be sold as surplus property, donated to eligible nonprofit organizations or disposed.
- D. Ratification of mileage stipends and cell phone stipend. Addition of School Site Instructional Technology Support Clerk (ITSC).
- E. Approval of the following donations:

Donated by:	Donation of:	Donated to:
John L. Golden PTA	Cash	John L. Golden ES

- F. Approval/Ratification for Contracted Services between Etiwanda School District and the following outside Contractors:

	Consultant/ Contractor/Presenter	Contract Number	Type of Service	Location of Service
1	The Life Skills Program	CC030223R-01	Expanded learning opportunities	Etiwanda Child Care
2	M.A. Flex Training	CC030223R-02	Expanded learning opportunities	Etiwanda Child Care
3	Lewis Entertainment	DWL030223R-01	History Day Program	DW Long ES
4	The Imagination Machine	DWL030223R-02	Writing assembly	DW Long ES

8. **CONSENT CALENDAR (continued)**

5	Big Al's	GRP030223R-01	Field trip and lunch	Grapeland ES
6	Big Al's	GRP030223R-02	Field trip and lunch	Grapeland ES
7	TCI	IMC030223A-01	Textbook orientation	Etiwanda School District
8	Armstrong & Brooks Consulting Engineers	ML030223R-01	Environmental quality control plans	Etiwanda IS
9	Util-Locate	ML030223R-04	Underground utility line locating	Caryn ES
10	Util-Locate	ML030223R-05	Underground utility line locating	CP Lightfoot ES
11	Armstrong & Brooks Consulting Engineers	ML030223R-06	Topographic survey for trash enclosure	Caryn ES
12	Big Al's	PER030223R-01	Field trip and lunch	Perdew ES
13	KC Services	RC030223A-01	Bus washing services 2022-2023	Etiwanda School District
14	In N Out Burger	SIS030223R-01	8 th grade picnic	Summit IS
15	EBK & Co. – US Engineering League	WH030223R-01	STEAM activities	West Heritage ES
16	Amy's Farm	WH030223R-02	TK field trip	West Heritage ES
17	Ocean Institute	WH030223R-03	Science activity	West Heritage ES
18	Miller Construction	ML030223A-03	HVAC replacement D Pod	Grapeland ES
19	Miller Construction	ML030223A-07	Growth portables	CP Lightfoot ES
20	Miller Construction	ML030223A-08	CSR-conversion	Solorio ES
21	Miller Construction	ML030223A-09	Interim housing	Summit IS
22	Miller Construction	ML030223A-10	H Pod restroom & growth portables	Terra Vista ES

- G. Approval/Ratification of Proposal and Field Contract services under \$60,000 between Etiwanda School District and the following Contractors:

	Consultant/ Contractor	Contract Number	Type of Service	Location of Service
1	Tint City, Inc.	ML030223R-02	Window tint	CP Lightfoot ES
2	Owen Electric	RC030223A-02	Parking lot lighting	Solorio ES
3	SPEC Construction Co., Inc.	RC030223A-03	Regrade parking lot	East Heritage ES
4	US Landscape, Inc.	RC030223R-04	Remove overgrown plants	East Heritage ES
5	US Landscape, Inc.	RC030223R-05	Remove planters	Solorio ES
6	US Landscape, Inc.	RC030223R-06	Remove overgrown plants	Etiwanda Education Center
7	US Landscape, Inc.	RC030223A-07	Grade track pathway	Heritage IS

- H. Approval of the classification of various records as Class 3 (disposable) and approval to dispose of these records which have been retained for the legal period of time per 5 CCR§ 16023 through 5 CCR § 16028 (Title 5, California Code of Regulations, Division 1, Chapter 16, Subchapter 2, Article 2, Sections 16023 – 16028:

8. CONSENT CALENDAR (continued)

Record Title	Class	Required Retention	Recommended Retention	Dates Covered	Destroy After Date
TSA Remittance	3	3 years	4 years	2008-09	7/1/2020
CLHRLY Time Cards	3	3 years	4 years	2014-15	7/1/2019
CECONT Time Cards	3	3 years	4 years	2014-16	7/1/2019
Kaiser Bills	3	3 years	4 years	2014-15	7/1/2019
Vendor Statements	3	3 years	4 years	2014-15	7/1/2019

- I. Approval of a modified Classified Administrative Salary Schedule effective 7/1/2022.
- J. Approval of San Bernardino County Superintendent of Schools Request for New Fund/Resource/Sub-Fund requesting the establishment of Resource 9717 within Fund 35 (With regard to OPSC application 57/67702-00-002 for Caryn Elementary Modernization).
- K. Approval of the 2022-2023 Comprehensive School Safety Plan (CSSP) for David W. Long Elementary school.

9. BUSINESS AND LEGAL

- A. Discussion and action related to the revised Declaration of Need for Fully Qualified Educators for the 2022-2023 school year, pursuant to the requirement established by the State of California Commission on Teacher Credentialing.
- B. Discussion and action to approve the Memorandum of Understanding between the Etiwanda School District and the Etiwanda Teachers Association regarding Full Day Kindergarten Instruction and associated AB1200.

10. SUPERINTENDENT'S PRESENTATION

- A. Discussion and action regarding possible changes to March 15, 2023, board meeting date.
- B. Superintendent's Report: The Superintendent may make announcements and provide updates to the Board on items such as district activities, recent or upcoming events, communications, school, employee and/or student achievements, and other non-action items.

11. PUBLIC COMMENT ON NON-AGENDA ITEMS

This is the time and place for the general public to address the Board of Trustees. State law prohibits the Board from acting on any issue not previously included on the agenda. Because there are time limits imposed for public comment, neither the Board nor the Superintendent answer questions or respond to statements made during the public comment. Members of the Board or the Superintendent may choose to take notes and respond briefly after public comment is closed. Individual speakers shall be allowed up to three minutes to address the Board on each non-agenda item. If a member of the public desires to address the Board on more than one matter not appearing on the agenda, he or she will be allowed up to a total of five minutes to address all desired matters not appearing on the agenda, with a maximum of three minutes per item. With Board consent, the President may adjust the time allowed for public input and/or the time allotted for each speaker. The President may take a poll of speakers for or against a particular issue and ask that additional persons speak only if they have something new to add. For non-agenda item(s), in order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. Board Policy 9323 limits the total time for public input on non-agenda item(s) to thirty minutes. Any handouts that a member of the public intends to submit to Board Members must be presented to the designated staff member before beginning public comments. Speakers are cautioned that the Board assumes no responsibility for the speaker's liability for any intentionally false or defamatory comments the speaker may make regarding any person during the opportunity for public comment. Persons who have complaints against employees of the district are encouraged to seek resolution of those complaints by utilization of the Etiwanda School District written complaint procedure rather than orally addressing them at a meeting.

- A. Comments on non-agenda items.

12. **BOARD / STAFF COMMENTS OR SUGGESTED ITEMS FOR DISCUSSION AT UPCOMING MEETINGS**
 13. **CLOSED SESSION**
 - A. Public Employee Discipline/Dismissal/Release/Non-reelect. (Government Code 54957)
 - B. CONFERENCE WITH LEGAL COUNSEL -EXISTING Litigation (Government Code 54956.9(d)(1)). NB
Case Numbers: 04-2023 and 05-2023
 - C. Liability Claim (Government Code 54956.95)
Claimant: 2223-07 E.G.
 14. **RECONVENE TO OPEN SESSION**
 - A. Report from Closed Session.
 15. **ADJOURNMENT**

Submitted by Charlayne Sprague, Superintendent and Secretary to the Board of Trustees. As of February 16, 2023, student enrollment is 13,517 (TK-8) + 268 (CLOUDS) Total: 13,785 (+23 from January 26, 2023)
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Public records related to the public session agenda that are distributed to the Governing Board less than 72 hours before a regular meeting, may be inspected by the public at the Etiwanda Education Center, 6061 East Avenue, Etiwanda, CA 91739, during regular business hours (7:30 a.m. to 4:00 p.m.).

In accordance with section 54953.2 of the *Government Code*, individuals may make a request for disability related modifications or accommodations, including auxiliary aides or services, in order to participate in a public meeting. Such requests must be submitted in writing no later than noon, two business days preceding the date of the meeting. Requests should be submitted to the attention of Superintendent Charlayne Sprague.

Upon request by a student's parent/guardian, or by the student if age 18 or older, the Board Meeting Minutes shall not include the student's or parent/guardian's address, telephone number, date of birth, or email address, or the student's name or other directory information as defined in Education Code 49061. The request to exclude such information shall be made in writing to the secretary or Clerk of the Board. (Education Code 49073.2)

9224 Oath or Affirmation

Prior to entering upon the duties of their office, all Governing Board Members shall take the oath or affirmation required by law. (California Constitution, Article 20, Section 3; Government Code 1360)

The oath may be administered and certified by a Board Member, Secretary to the Board, Superintendent, Deputy or Assistant Superintendent, Principal, or County Superintendent of Schools or any other person authorized in Education Code 60. The oath may be administered at a meeting of the Board of Trustees or at a time agreeable to the Board Member(s) and the authorized person administering the oath.

The executed oath shall be filed with the County Clerk. (Government Code 1363)

Board Approved Revisions:

January 26, 2023

July 19, 2012

September 25, 2003

Effective Date: July 1, 2004

ORIGINAL (white) For County Clerk
To be returned to County Superintendent of Schools

DUPLICATE (yellow) To be retained by
issuing authority

Certificate of Appointment of Governing Board Member

(Education Code Section 5091)

San Bernardino, California, February 13, 20 23

M April McAllaster

Etiwanda, California

This certifies that in accordance with the provisions of the Education Code of California, you have this day been appointed to serve as a member of the *Governing Board of the Etiwanda School District of San Bernardino County, California, to hold office until November, 20 24.

Before taking office you must subscribe to the attached Oath of Office before a school trustee, other school official, county officer, or notary public, and send the original to this office for filing with the County Clerk and the duplicate to the designated officer of your school district immediately after receipt of this Certificate of Appointment.

By order of the *governing board of said district.

Attest: _____

**Clerk

*When applicable substitute "County Board of Education" and

**Secretary.

OATH OF OFFICE

(Government Code Sections 1360-1369 and 3100-3109, inclusive)

(Section 3, Article XX, Constitution of California)

I, April McAllaster, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

{Signed} _____

P.O. Address _____

Subscribed and sworn to (or affirmed) before me, a Board President of the above-named County and State, March 2, 20 23

Signature of person administering oath

9125 President Pro Tempore

At the annual organizational meeting or as needed, the Governing Board shall elect a president pro tempore from its own membership.

The duties of the president pro tempore shall be to:

1. Perform the duties of the president when both the president and the clerk are absent or disabled or when otherwise required.
2. Perform the duties of the clerk if the clerk is absent or serving as the presiding officer.
3. Be the Vice Chairperson and representative of the Board of Trustees when the District acts under a Joint Exercise of Powers Agreement for community facilities districts, and have the authority to sign contracts and perform all of the Chairperson's duties in the absence of the Chairperson, unless a resolution of the Board shall provide otherwise.

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BOARD OF TRUSTEES: Robert Garcia, Matthew Gordon, Dr. Fermín Jaramillo, and Dayna Karsch

BOARD OF TRUSTEES

Minutes

Tuesday, February 7, 2023, 6:30 p.m.

Members Present at Roll Call:	Mr. Garcia, Mr. Gordon, Dr. Jaramillo, and Ms. Karsch
Others Present:	Ms. Sprague, Ms. Tavalazzi, Ms. Rowland, and Mr. Claflin

1. Call to Order

Board President Karsch called the meeting to order at 6:30 p.m. When the meeting was called to order, all members were present. Board President Karsch announced that all open sessions of the board meeting are video and audio recorded and may capture sounds and images of those participating in the meeting. Board President Karsch asked those participating in the meeting to join in the Pledge of Allegiance.

2. Public Comment on Agenda Items

Pursuant to Board Policy 9324, Board Minutes and Recordings: "The minutes shall reflect the names of those individuals who comment during the meeting's public comment period as well as the topics they address."

A. Comments on agenda items: None Offered

3. Review / Adopt Agenda and Minutes

- A. The Board of Trustees adopted the agenda as presented, on a motion by Member Gordon, seconded by Member Jaramillo, and carried by a unanimous vote with all members present voting yes.
- B. The Board of Trustees took action to adopt the minutes of the special meeting held January 17, 2023, as presented, on a motion by Member Garcia, seconded by Member Gordon, and carried by a unanimous vote with all members present voting yes.
- C. The Board of Trustees took action to adopt the minutes of the regular meeting held January 26, 2023, as presented, on a motion by Member Garcia, seconded by Member Jaramillo, and carried by a unanimous vote with all members present voting yes.
- D. The Board of Trustees took action to adopt the minutes of the special meeting held February 1, 2023, as presented, on a motion by Member Gordon, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes.

4. Educational Presentation Section

- A. Georgia Wayne, Principal of Carleton P. Lightfoot Elementary, and Emily Waters, Teaching Assistant Principal, presented "Lightfoot Leopards: Progress, Positivity, and Pride." They shared information on the school's academic progress and programs that engage students and families.

5. Instruction

- A. Michele Jacks, Extended Day Program Coordinator, shared Child Care updates for 2022 -23. She shared information on Expanded Learning Opportunities Program (ELO-P), staffing strategies, participation options, and 2023-24 child care rates. She also presented summer camp planned activities and rates. After discussion, the Board of Trustees took action to approve the 2023 Summer Camp rates and 2023-24 school year child care rates, as presented, on a motion by Member Gordon, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes.
- B. Justin Kooyman, Director of Instruction, presented Local Control Accountability Plan (LCAP) Update: Report on community input from LCAP surveys. Mr. Kooyman shared the surveys purpose, how it's communicated and administered, participation levels, diversity of input regarding families and students, goals, and next steps.

6. Consent Calendar

The Board of Trustees approved the Consent Calendar as presented, on a motion by Member Garcia, seconded by Member Jaramillo and carried by a unanimous vote with all members present voting yes.

- A. Approval of the personnel report which includes appointment, employment, contract renewal, assignment, committee on assignment, transfer, promotion, demotion, resignation, retirement, leave, out-of-class pay, termination, non-reelect, suspension, release of service, release of administrative assignment, and/or any other action affecting employment status.
- B. Approval of Resolution No. 2223-25 Transfers of Appropriations for 2023-24 fiscal year.
- C. The Governing Board, acting as the legislative body for Community Facilities District (CFD) numbers 4, 5, 6, 7, 8, 9, 10, Rancho Etiwanda, Silver Ridge, Coyote Canyon, Henderson Creek, Victoria Gardens & Day Creek Square, ratifies the CFD expenditures for the period January 1 - 31, 2023, per the CFD Payment Log.
- D. Ratification of the Accounts Payable Warrant Register Reports. These are various routine warrants that have been requested to pay for purchase orders and various expenditures. The Board is requested to ratify batches dated January 1 - 31, 2023.
- E. Ratification of the Budget Financial Reports for the period January 1 - 31, 2023.
- F. Approval of the declaration that miscellaneous items of district property are less than \$2,500 in value per item, are obsolete and unusable, and will be sold as surplus property, donated to eligible nonprofit organizations or disposed.
- G. Acknowledgement by the Governing Board of the Etiwanda School District of the receipt of letters of fingerprint certification from the following outside contractors verifying clearance of their employees:
- H. Approval of the following donations:

Donated by:	Donation of:	Donated to:
Wanling Zhang	Cash	Caryn ES
See's Candy Shops, Inc.	Cash	Caryn ES
Box Tops for Education	Cash	Caryn ES
The Kroger Co.	Cash	Caryn ES
John L. Golden PTA	Cash	John L. Golden ES
Solorio PTA	Cash	Solorio ES
The Kroger Co.	Cash	Summit IS

- I. Approval/Ratification for Contracted Services between Etiwanda School District and the following outside Contractors:

	Consultant/ Contractor/Presenter	Contract Number	Type of Service	Location of Service
1	Professional Tutors of America, Inc.	JM020723A-01	Tutoring for special education students	Etiwanda School District
2	Ruhnau Clarke Architects	ML020723A-02	Architectural services for painting	Heritage IS
3	Placeworks	ML020723A-03	Pipeline hazard safety assessment, EMF survey and field management plan	Proposed Summit Heights School
4	Ruhnau Clarke Architects	ML020723A-04	Architectural engineering services	Solorio ES
5	Quality Teleservices, Inc.	NR020723R-01	Install/Repair sound system in MPR	Day Creek IS
6	HLI Tree Experts	SA020723R-01	Trim trees	Summit IS
7	HLI Tree Experts	SA020723R-02	Trim trees	Etiwanda IS

6. **Consent Calendar (continued)**

8	Prismatic Magic, LLC	SIS020723R-01	Black History assembly	Summit IS
9	Creative Mathematics	TV020723R-01	Professional development	Terra Vista ES
10	Sylvan Learning Center	WH020723A-01	Tutoring	West Heritage ES

J. Approval/Ratification of Proposal and Field Contract services under \$60,000 between Etiwanda School District and the following Contractors:

	Consultant/ Contractor	Contract Number	Type of Service	Location of Service
1	Dugmore & Duncan of California, Inc.	ML020723R-05	Labor/materials – hollow metal doors	CP Lightfoot ES
2	Engineered Products – A Pape Co.	ML020723A-06	Textbook shelves	Instructional Media Center @ Grapeland ES
3	US Landscape	SA020723R-03	Enhance designated outside planters	Etiwanda Education Center
4	US Landscape	SA020723R-04	Enhance planter area by natural storm catcher	Etiwanda Education Center
5	Fence Craft of Upland, Inc.	SA020723A-05	Remove existing fence, install new fence	East Heritage ES
6	Fence Craft of Upland, Inc.	SA020723A-06	Remove and re-hang iron gates	Perdew ES
7	Fence Craft of Upland, Inc.	SA020723A-07	Remove existing fence and install swing fence	Caryn ES
8	Harrigan's Toilet Partitions	SA020723R-08	Install privacy partition	Falcon Ridge ES

K. Approval of Amendments/Change Orders/Extension:

	Vendor / Project	Amendment/ Change Order Number/ Extension	Original Contract Date and/or Dollar Amount	New Contract Date and/or Dollar Amount
1	Soliant Staffing Agency	JM020723A-02 Amendment #1	12/16/2022- 2/28/2023 \$27,000.00	2/28/2023- 3/24/2023 \$40,000.00
2	RISE Interpreting Services	JM020723A-03 Amendment #1	1/9/2023-2/14/2023 \$14,600.00	2/14/2023- 6/9/2023 \$53,000.00
3	Southern California Landscape, Inc./ Caryn ES Playfield Modernization	ML020723A-07 C.O. #001	\$357,000.00	\$344,802.80

L. Consideration to accept the following agreements/contracts between Etiwanda School District and the following contractors using CMAS and/or Piggybackable BID documentation.

	Vendor	Contract Number	CMAS/Piggyback BID	Location of Service
1	Carrier Corporation	ML020723A-01	Use of CMAS #4-21-10-1072 Non-Information Technology Commodities 10/27/2021-5/31/2023	Etiwanda School District

6. Consent Calendar (continued)

- M. Approval of the 2022-2023 Comprehensive School Safety Plans (CSSP) for elementary schools; Caryn, East Heritage, Etiwanda Colony, John L. Golden, Grapeland, Carleton P. Lightfoot, Perdew, Cecilia L. Solorio, Terra Vista, West Heritage, Windrows, and intermediate schools; Day Creek, Etiwanda, Heritage, and Summit.

7. Superintendent's Presentation

- A. After discussion, the Board of Trustees took action to elect Gwen Dowdy-Rodgers, Maria Gomez, Ronald Newton, Gabriel Stine, Eric Swanson, and Kathy Thompson as representatives to the California School Boards Association (CSBA) Delegate Assembly Ballot sub-region 16-B, on a motion by Member Jaramillo, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes.
- B. Superintendent Sprague thanked the African American Parent & Educator Advisory Committee (AAPEAC) representatives for their collaboration on school activities, and events for Black History month. She invited Board Members to C.P. Lightfoot's upcoming ribbon-cutting ceremony, shared social media updates, thanked Day Creek for the boardroom decorations, and reviewed upcoming events.

8. Public Comment on Non-Agenda Items

Pursuant to Board Policy 9324, Board Minutes and Recordings: "The minutes shall reflect the names of those individuals who comment during the meeting's public comment period as well as the topics they address."

- A. Comments on non-agenda items: None offered.

9. Board / Staff Comments or Suggested Items for Discussion at Upcoming Meetings

Member Garcia requested to reschedule March 15 board meeting.

10. Closed Session

The Board of Trustees adjourned to Closed Session at 7:38 p.m.

- A. Conference with labor Negotiators (Govt. Code 54957.6)
District designated representative: Laura Rowland, Assistant Superintendent of Personnel Services
Unrepresented classified management
- B. Public Employee Discipline/Dismissal/Release/Non-reelect. (Government Code 54957)
(Release Temporary EC 44954)

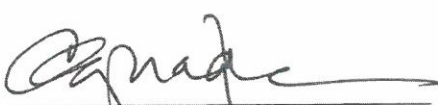
11. Reconvene to Open Session

The Board of Trustees reconvened into Open Session at 8:38 p.m.

- A. The Board took action in Closed Session to adopt resolution No. 2223-26 to release and non-reelect 64 temporary certificated employees pursuant to Education Code section 44954, effective at the end of the 2022-2023 school year, and directed the Superintendent or designee to send out appropriate legal notices, on a motion by Member Garcia, seconded by Member Gordon, and carried by a unanimous roll call vote with all members present voting yes.

12. Adjournment

The meeting was adjourned at 8:40 p.m., on a motion made by Member Jaramillo, seconded by Member Gordon, and carried by a unanimous roll call vote with all members present voting yes.


Respectfully Submitted

Adopted



BOARD OF TRUSTEES: Robert Garcia, Matthew Gordon, Dr. Fermín Jaramillo, and Dayna Karsch

BOARD OF TRUSTEES
SPECIAL BOARD MEETING
MINUTES

Monday, February 13, 2023, 6:30 p.m.

Members Present:	Mr. Garcia, Mr. Gordon, Dr. Jaramillo, and Ms. Karsch
Others Present:	Mr. Claflin, Ms. Rowland, Ms. Sprague, and Ms. Tavalazzi

1. Call to Order

President Karsch called the meeting to order at 6:30 p.m. When the meeting was called to order, all members were present. President Karsch announced that all open sessions of the board meeting are video and audio recorded and may capture sounds and images of those participating in the meeting. President Karsch asked those participating in the meeting to join in the Pledge of Allegiance.

2. Public Comment on Agenda Items

Pursuant to Board Policy 9324, Board Minutes and Recordings: "The minutes shall reflect the names of those individuals who comment during the meeting's public comment period as well as the topics they address."

A. Comments on agenda items: None offered.

3. Review / Adopt Agenda

A. The Board of Trustees adopted the agenda as presented on a motion by Member Gordon, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes.

4. Business and Legal Procedures


A. The Board conducted interviews of eight prospective board candidates for provisional appointment: Baron Keith Brown, Samatha Cowell, Sarah Gonzales, Leslie Jenson, April McAllaster, Bismarck U. Nwadike, Marvin Smith, and Robert Xavier Torres.

B. The Board of Trustees took action to appoint April McAllaster as a provisional appointment to fill Trustee Area 2 board vacancy pursuant to Education Code sections 5091 and 5092, on a motion by Member Gordon, seconded by Member Garcia, and carried by unanimous vote with all members present voting yes.

C. Discussion and action related to the provisional appointment process, including establishment of special meeting. No action was needed on this item due to the appointment of April McAllaster.

5. Adjournment

The meeting was adjourned at 9:26 p.m., on a motion made by Member Gordon seconded by Member Jaramillo, and carried by a unanimous roll call vote with all members present voting yes.


Respectfully Submitted

Adopted

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INTENTIONALLY LEFT BLANK

Charlayne Sprague

Superintendent

Douglas M. Claflin

Assistant Superintendent of Business Services

Laura Rowland

Assistant Superintendent of Personnel Services

Jeannie Tavolazzi

Assistant Superintendent of Instruction and Pupil Services

Elizabeth Freer

Executive Director of Special Education



1883

Board of Trustees

Robert Garcia

Matthew Gordon

Dr. Fermín Jaramillo

Dayna Karsch

David W. Long

6061 East Avenue, Etiwanda, California 91739

www.etiwanda.org

(909) 899-2451 FAX (909) 803-3025

RECOMMENDATION MEMO

TO: Board of Trustees

FROM: Alicia Lyon, Director of Pupil Services

DATE: February 23, 2023

SUBJECT: **Item #7. A.** Discussion and action regarding the proposed Etiwanda School District Student Dress Standard for the 2023-2024 school year.

Background Information

The Etiwanda School District Dress and Grooming expectations are reviewed annually to support a positive and productive school environment. Students may not wear clothing that presents a health or safety hazard or likely to cause a substantial disruption to the educational program. Dress code guidance is included in student handbooks and is periodically reviewed with all students. The guidance shall not be enforced in a manner that results in a disproportionate application of the dress code based on students' gender, race, ethnicity, household income, sexual orientation, or body type or size. Changes are being proposed to move from a Student Dress Code to Student Dress Standards.

Recommendation

The Director of Pupil Services recommends the Board take action to approve the revised Student Dress Standards as follows:

Student Dress Standards

The Etiwanda School District has developed these standards to create an atmosphere for learning, ensure students will graduate ready for college and careers, minimize barriers to student success, maximize learning time, as well as keep the school and students free from threats of harmful influence from individuals, groups, or gangs/crews who advocate disruptive and hostile behavior. The District understands that trends and clothing styles change. In order for our standards to remain inclusive and relevant, an ongoing committee will annually review the standards listed below.

School staff shall enforce the Student Dress Standards in a manner that does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, or body type/size.

Parents/Guardians/Caregivers have the primary responsibility for students complying with the District Student Dress Standards. The standards below will apply to all students. The only exception is school-related organizations

wearing designated uniforms for a specific purpose and school-sponsored activities such as spirit days and athletic events, as approved by the administration.

- Attire that is revealing (displaying undergarments or private areas), bare midsection, strapless tops, and pajamas are not allowed.
- Jewelry or clothing that present a safety hazard, e.g. large rings, belt buckles, or spiked/sharp earrings, are not allowed.
- Chains such as those attached to belts or wallets present a safety hazard and are not allowed.
- Shoes with an open heel or without a strap across the back, house slippers, shoes with wheels or rails, steel toe-shoes/boots, and untied shoes are not allowed. Closed-toe shoes must be worn for PE.
- Hats or caps may be worn outdoors for sun protection.
- Personal belongings and/or attire that advertise and/or promote alcohol, tobacco, vaping, drugs, weapons, hate, gangs, violence, vulgar/obscene/sexual language or imagery, or any illegal or prohibited item or activity is not allowed.
- Clothing, jewelry, headgear, accessories, personal belongings, or personal protective equipment determined by the administration and/or law enforcement agencies to represent or support a gang /crew or creates a hostile and/or intimidating disruptive educational environment are not allowed.

Prohibited Gang-Related Apparel

1. Clothing that depicts tagging or spraying of graffiti.
2. Clothing marked with numerals, letters, or words that may be interpreted as demonstrating gang affiliation.
3. Wearing an overwhelming amount of red (“Bloods”) and/or blue (“Crips”) clothing garments on a continuous basis.
4. Bandanas worn as head coverings, accessories, or hanging from pockets.
5. Clothing that depicts violence, weapons, brass knuckles, or knives.

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(909) 899-2451 FAX (909) 803-3030

To: Charlayne Sprague

From: Laura Rowland

Re: Personnel Report

Date: February 23, 2023

Please place the following personnel report on the Board Agenda for ratification at the meeting of March 2, 2023.

I. Classified

<u>Resignation</u>	<u>Position</u>	<u>Date</u>
Genevieve Gylfie	Instructional Aide	2/24/2023
Brandy M Hammond	Child Care Assistant	2/8/2023
Hannah Marshall	Child Care Assistant	3/3/2023
Hend Semaan	Instructional Aide	2/1/2023
Valerie Rodino	Child Care Assistant	3/3/2023

II. Classified (Early Tell)

<u>Resignation</u>	<u>Position</u>	<u>Date</u>
Raelin Burkhard	Clerk Typist I	5/26/2023
Marla French	Food Service Worker II	2/8/2023

III. Classified (Early Tell)

<u>Retirement</u>	<u>Position</u>	<u>Date</u>
Walter Frizzell	Custodian Grounds II	5/26/2023

IV. Classified

<u>Termination</u>	<u>Position</u>	<u>Date</u>
#9821	Instructional Aide	2/16/2023

V. Classified

<u>39-month rehire</u>	<u>Position</u>	<u>Date</u>
#2840	Child Care Assistant	2/11/2023-5/10/2026

VI. Classified

<u>Leave of Absence</u>	<u>Position</u>	<u>Date</u>
Moska Latif	Campus Support	2/23/2023-5/25/2023
Arlene Urzua-Lee	Instructional Aide	2/6/2023-5/25/2023

VII.	Classified New Hire	Position	• Classified Salary Schedule		Date
	Mai Abunaja	Instructional Aide	56b	Step 1	2/13/2023
	Maya Domozetska	Child Care Assistant	54b	Step 1	2/7/2023
	Savannah Knottingham	Instructional Aide	56b	Step 1	2/13/2023
	Camilla Liwanag	Child Care Assistant	54b	Step 1	2/13/2023
	Keyla Orellano	Instructional Aide	56b	Step 1	2/6/2023
	Alondra Perez Servin	Instructional Aide	56b	Step 1	2/21/2023
	Jocelyn Villa	Child Care Assistant	54b	Step 1	2/8/2023
	Teresa Wellington	Child Care Assistant	54b	Step 1	2/14/2023
	• Tentative placement based upon final verification of experience				
VIII.	Classified Rehire	Position	• Classified Salary Schedule		Date
	Andrea Escobar	Child Care Assistant	54b	Step 1	2/21/2023
	• Tentative placement based upon final verification of experience				
IX.	Classified Temporary Classification	Position	• Classified Salary Schedule		Date
	Claudine Brewer	Food Service Worker II	Step 3	56a	2/20/2023-4/30/2023
	Cori Van Sickle	Instructional Aide	Step 3	56b	1/9/2023-5/25/2023
X.	Classified Appointment	Position	• Classified Salary Schedule		Date
	Patricia Davis	Child Care Assistant	54b	Step 1	2/6/2023
	Laura Sandoval	Personnel Technician	71b	Step 1	2/6/2023
	Briana Whitehead	Instructional Aide	56b	Step 1	2/13/2023
	• Tentative placement based upon final verification of experience				
XI.	Classified Increase of hours	Position	Date		
	Miranda Lowman	Campus Support (from 7.5 hrs. to 15 hrs./week)	2/06/2023		
XII.	Classified Temporary Increase of hours	Position	Date		
	Keyla Orellana	Instructional Aide (from 15 hrs. to 29.5 hrs./week)	2/06/2023-5/25/2023		
XIII.	Certificated Resignation	Position	Date		
	Danielle Gulack	Teacher	2/7/2023		
	Nicohl Marino	Teacher	2/21/2023		
XIV.	Certificated (Early Tell) Resignation	Position	Date		
	Mark Anglin	Teacher	5/25/2023		
	Kathleen Fusco	Teacher	6/30/2023		
	Rachel Gonzaga	Teacher	5/25/2023		
	Mary Nuckles	Teacher	5/25/2023		
	Danielle Rau	Teacher	5/25/2023		
	Lisa Richter	Principal	6/2/2023		
	Kimberly Spangler	Teacher	5/25/2023		
	Ashley Svoboda	Teacher	5/25/2023		

XV. Certificated (Early Tell)

<u>Retirement</u>	<u>Position</u>	<u>Date</u>
Eileen Aquila	Teacher	5/25/2023
Erin Belluomini	Teacher	6/01/2023
Mary Dennis	Teacher	5/25/2023
Billie Deters	Teacher	6/01/2023
Joanne Jenkins	Principal	6/9/2023
Sandra Kamiyama	Teacher	7/1/2023
Rosemary Kirkland	Teacher	5/25/2023
Carroll Craig Paxton	Teacher	5/25/2023
Cynthia Rose	Teacher	6/2/2023
Marie Stout	Teacher	5/25/2023

XVI. Classified Short-Term Substitute Employees

(1) Campus Support, (2) Food Service Workers, (3) Delivery Drivers, (4) Custodian Grounds, (5) Clerical Substitute, (6) Child Care Substitute, (7) Office Asst. (8) Speech Language Pathologist Assistant, (9) Tutor, (10) Music Activities Assistant, (11) Computer Support Specialist Substitute, (12) Instructional Technician; (13) Instructional Aide Substitutes; (14) Music/Choral/Drama Assistant; (15) Speech Language Assistant; (16) Instructional Technology Support Clerk; (17) Substitute Secretary; (18) Substitute Health Services Technician (19) Director of Fiscal Services (20) School Residency & Attendance Assistant (21) Substitute ELL Assistant (22) Substitute Admin Secretary 1 (23) Substitute Systems Analyst/Programmer (24) Substitute Behavior Intervention Paraprofessional (25) Substitute Certified Occupational Therapist Assistant

Effective – 3/2/2023-5/26/2023

Angela Hormaza 13	Ryun Oddman 13	Jordyn Williams 6
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XVII. Certificated Substitute Employees effective 2022-2023 school year:

Tiffany Barnett	Miriam Carrillo	Heather Langley	Madeline Macias
Dakota Mancuso	Brooke Rodriguez	David Solis	Jenalie Vu

CLERK'S CERTIFICATE

I, _____, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item _____ *(Approval of the personnel report dated _____, which includes appointment, employment, contract renewal, assignment, committee on assignment, transfer, promotion, demotion, resignation, retirement, leave, out-of-class pay, termination, non-reelect, suspension, release of service, release of administrative assignment and/or any other action affecting employment status.)* that was duly passed, approved and adopted at a regular meeting place thereof on the 2nd day of March, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES: _____
NOES: _____
ABSTAINED: _____
ABSENT: _____

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____

Clerk of the Board of Trustees
of the Etiwanda School District

Charlayne Sprague
Superintendent
Douglas M. Clafflin
Assistant Superintendent of Business Services
Laura Rowland
Assistant Superintendent of Personnel Services
Jeannie Tavalazzi
Assistant Superintendent of Instruction and Pupil Services
Elizabeth Freer
Executive Director of Special Education



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Equipment Disposal Form

To: Purchasing _____ Date: 2/2/2023

Please put on the Board agenda for approval by the Board of Trustees.

Submitted by: Cathy Haberle

School / Department: Summit Intermediate Childcare

The items listed below are to be taken out of inventory.

Quantity	Equipment Type	Model Number	Serial Number	District I.D. #	Approximate Value
1	Dell Computer	DCSM1F	N/A	ESD-10528	

Board Approval Date: _____

Position/Title	Mileage Stipend rate effective January 1, 2023	Cell Phone Stipend effective July 1, 2022	Pay Freq
Certificated			
Executive Director of Special Education	\$321	\$25	12
Director of Personnel	\$321	\$25	12
Director of Pupil Services	\$321	\$25	12
Director of Instruction	\$321	\$25	12
Instruction Dept. Education Coordinator*	\$58	\$25	12
Instruction Dept. Education Coordinator*	\$64	\$25	12
Director of Data Assessment & Accountability	\$64	\$25	12
Professional Development Providers/UA Coaches	\$95	\$25	10
Extended Day Program Coordinator	\$96	\$25	12
Principals	\$65	\$25	11
Psychologists	\$0	\$25	11
Lead Psychologists	\$155	\$25	11
Clinical Counselors / Intern Facilitators	\$155	\$25	11
Associate Clinical Counselors	\$85	\$25	10
Program Specialist/Special Ed Coordinator	\$159	\$25	11
Health Svc. Coordinator	\$160	\$25	12
Nurses	\$167	\$25	10
Adaptive Physical Ed Teacher	\$158	\$25	10
Library Services Program Specialist	\$62	\$25	11
District Teacher Librarian	\$63	\$25	10
Classified			
Director/Manager, Fiscal Services	\$184	\$25	12
Director/Manager, Child Nutrition	\$184	\$25	12
Behavioral Specialists	\$187	\$25	10
Occupational Therapist	\$176	\$25	10
Occupational Therapist II	\$187	\$25	10
Extended Learning Program Supervisor	\$111	\$25	12
Associate Clinical Counselors	\$85	\$25	10

Position/Title	Mileage Stipend rate effective January 1, 2023	Cell Phone Stipend effective July 1, 2022	Pay Freq
<i>Technology</i>			
Data Systems Manager	\$184	\$25	12
Systems Engineer/Security & Network	\$0	\$25	12
Systems Analyst/Programmer	\$184	\$25	12
Computer Support Specialist/Technician	\$184	\$25	12
Computer Support Technician - Instruction	\$0	\$25	12
School Site ITSC (1FTE)	\$46	\$25	10
<i>Maintenance & Operations</i>			
Director of Operations & Facilities	\$184	\$25	12
Supervisor of Facilities	\$111	\$25	12
Supervisor Grounds / Supervisor Maintenance	\$0	\$25	12
* Stipend amounts vary due to work calendar and job duties.			

CLERK'S CERTIFICATE

I, _____, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item _____
(*Ratification of mileage stipends effective January 1, 2023 and cell stipend effective July 1, 2022.*) that was duly passed, approved and adopted at a regular meeting place thereof on the 2nd day of March 2023, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:	—
NOES:	—
ABSTAINED:	—
ABSENT:	—

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said business and legal item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: March 2, 2023

Clerk of the Board of Trustees
of the Etiwanda School District

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Superintendent

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Laura Rowland

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MEMORANDUM

To: Charlayne Sprague, Superintendent

From: Doug Claflin, Assistant Superintendent of Business
Amanda Copper, Fiscal Technician

Re: Donations

Subject: Board Meeting: March 2, 2023

Donated by	Item(s)	Donated to	Approximate or Actual Value
John L. Golden PTA	Cash	John L. Golden E.S.	\$100.00



DONATION FORM

Cash

Please submit form to the Business Department to add the below items to the board meeting agenda for formal acceptance by the Board of Trustees.

Submitted by Laura Jordan Date 2-1-23

School/Department John Golden Date Approved _____

Donated to John Golden Elementary

Donated by John Golden PTA

Contact Name Laurien McClue

Address 12719 Rancho Estates Place

Etiwanda, CA 91739

Phone number 949-300-5698 Email cause104@hotmail.com

No goods or services have been provided for these items. Please list donated item(s) below.

DESCRIPTION OF HOW FUNDS WILL BE USED	CHECK#	AMOUNT	COMMENTS	OBJECT CODE TO DEPOSIT INTO
Instructional Purchases	5102	100.00		4310-013-DONA

Print Form

Etiwanda School District Agreement for Professional Services

Please check type of service: ☒ Consultant

Originating School or Department: Child Care Department

Date: 02/09/2023

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein;

NOW, THEREFORE, THE DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. **THIS AGREEMENT** is made and entered into this 02/09/2023 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and

The Life Skills Program

(hereafter "CONTRACTOR") located at

Address: 7374 Correspondence Dr. City: Rancho Cucamonga Zip: 91730

Social Security Number or Taxpayer ID No. (for 1099): [REDACTED]

2. **TERM:** The term of this agreement shall be for the period commencing on 02/27/2023 (date) through May 25, 2023 (date) inclusive, or, services shall be provided on the following dates:

3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description): Children will learn life skills. Using hands-on games, select books, and group activities delivered through multifaceted class lessons by a School Counselor with PPS credential and nearly two decades of experience working with students and families.
4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$9,600.00 (not to exceed) for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.
5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:**

☐ If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR:

Signature of CONTRACTOR

2/10/23

Date

ETIWANDA SCHOOL DISTRICT:

Signature of Superintendent/District

2/10/23

Date

AGREEMENT TERMS & CONDITIONS

1. **STATUS OF CONTRACTOR:** It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. **WORKMEN AND SUB CONTRACTOR:**
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. **ANTI DISCRIMINATION:** It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:** All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. **HOLD HARMLESS CLAUSE:** The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. **INSURANCE:** The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. **PAYMENT:** Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
 - (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
 - (b) The cost of defective work which the Contractor has not remedied.
 - (c) Penalties for violation of labor laws.
 - (d) Damage to the DISTRICT or another subcontractor.
 - (e) Site clean-up.
8. **ASSIGNMENTS OF CONTRACT:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. **AGREEMENT CHANGES:** No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. **NOTIFICATION:** Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. USE OF MATERIALS: CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. AUDITS: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. LABOR CODE: Should this Project exceed One Thousand Dollars (\$1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles 1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at <https://www.dir.ca.gov/public-works/prevaling-wage.html>. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
 - (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. PROTECTION OF WORK & PROPERTY: The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. ACCESS TO WORK: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. OCCUPANCY: DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. FORCE MAJEURE CLAUSE: The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. PERMITS AND LICENSES: The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. CLEAN UP: Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. REBATES: Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

Consulting Proposal: **Building A Champion Program**

...

For: The Etiwanda School District
By: K. Montgomery, M.A. Ed, PPS

Building A Champion

Congratulations on exploring the many benefits of learning Life Skills for your students through The Building a Champion Program!

Many students have been adversely affected by the pandemic and social isolation. Learning Life Skills sets students up with skills they can use to problem solve, navigate relationships, identify their feelings, build self-confidence, self-motivation, and understand and communicate with others.

Pro-social students can better cope with stress, find and give support when needed, and recognize and regulate their emotions. All of these skills make succeeding in school easier and have long-term benefits on students' lives and relationships.

Objective:

Students will learn Life Skills

How:

Using hands-on games, select books, and group activities delivered through multifaceted class lessons by a School Counselor with a PPS credential and nearly two decades of experience working with students and families.

Curriculum Snapshot

Grades 1-3

Bully Prevention
Cyber Safety
Cooperation
Determination
Conflict Resolution

Grades 4-5

Conflict Resolution
Growth Mindset
Empathy
Self-Control
Cooperation

TK and K*

Making Friends
Cooperation
Conflict Resolution
Empathy
Being a Good Friend

Curriculum Snapshot

Conflict Resolution

- I. Opening: Define Conflict and facilitate a discussion about why it is normal in relationships.
- II. There are unhealthy and healthy ways to manage conflict. Introduce "Keys" to Unlock Conflict in healthy ways. These are drawing of keys that are labeled; apologize, use an "I" message, share, let it go, etc. (handout for coloring-depending on ages)
- III. Explain and Discuss "Keys" (leave space for additional keys to be made from students' ideas)
- IV. Conflict Resolution Game Show using the Electronic Spinner Wheel
In the Game Show we walk through Conflict Scenarios and see which Keys would work to unlock the conflict.
- V. Closing: Students will leave with their own set of keys they have decorated/colored and will be able to identify conflicts, assess the situation and act on a solution.

Cost Summary

\$120 per class

Mondays 2:15-3:00 pm and 3:15-4:00 pm

Wednesdays, Thursdays and Fridays 3:30-4:15 pm

Weekly Rate: \$600

Monthly: \$2400

Print Form

Etiwanda School District Agreement for Professional Services

Please check type of service: ☒ Consultant

Originating School or Department: Child Care Department

☒ Date: 02/13/2023

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. **THIS AGREEMENT** is made and entered into this 02/13/2023 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and M.A. Flex Training, (hereafter "CONTRACTOR") located at Address: 10151 Arrow Rte #52 City: Rancho Cucamonga Zip: 91730
Social Security Number or Taxpayer I.D. No. (for 1099): _____
2. **TERM:** The term of this agreement shall be for the period commencing on 03/01/2023 (date) through 05/25/2023 (date) inclusive; or, services shall be provided on the following dates _____
3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):
In Adherence to the requirements for expanded learning opportunities, will provide fun activities/games that support, but do not duplicate the instructional day. *Please see attach.*
4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 11,000.00 (not to exceed) for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.
5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:**
☐ If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR:

Signature of CONTRACTOR

Date

ETIWANDA SCHOOL DISTRICT:

Signature of Superintendent/Designee

Date

AGREEMENT TERMS & CONDITIONS

1. **STATUS OF CONTRACTOR:** It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. **WORKMEN AND SUB CONTRACTOR:**
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. **ANTI DISCRIMINATION:** It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:** All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. **HOLD HARMLESS CLAUSE:** The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
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26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

Etiwanda School District
Agreement for Professional Services
(Scope of Work)

3. Scope of Work:

In adherence to the requirements for expanded learning opportunities, we will provide fun activities/games that support, but do not duplicate the instructional day. These offerings will help foster improvements in locomotor efficiency (i.e., motor coordination, stability, agility), as well as promote skills that are important in team building (i.e., leadership, team strategy, encouragement, time management). These offerings will provide students with a safe, fun and challenging atmosphere that will broaden their learning.

Print Form

Etiwanda School District Agreement for Professional Services

Please check type of service: **Presenter**Originating School or Department: **D. W. Long Elementary**Date: **01/10/2023**

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. **THIS AGREEMENT** is made and entered into this 01/10/2023 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and

Lewis Entertainment, (hereafter "CONTRACTOR") located at

Address: 1026 Abigail Drive City: Park City, UT Zip: 84036

Social Security Number or Taxpayer I.D. No. (for 1099):

2. **TERM:** The term of this agreement shall be for the period commencing on (date) through (date) inclusive; or, services shall be provided on the following

dates **Wednesday, May 10, 2023**

3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):
Spring History Day Program presented by Lewis Entertainment. Students at DWL will attend a Gold Rush Cowboy show and then participate in Western Activity Rotations which include panning for gold, roping activities, line dancing, etc.
Please see attachments to this Agreement:

Gold Rush Proposal, Detail Sheet & David Long Agreement/Invoice Gold Rush 5-23

4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$1640.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.
5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:**

☐

If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR:

Christy Lewis
Signature of CONTRACTOR

Jan 10, 2023

Date

ETIWANDA SCHOOL DISTRICT:

[Signature]
Signature of Superintendent/Designee

Date

AGREEMENT TERMS & CONDITIONS

1. **STATUS OF CONTRACTOR:** It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. **WORKMEN AND SUB CONTRACTOR:**
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. **ANTI DISCRIMINATION:** It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:** All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. **HOLD HARMLESS CLAUSE:** The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. **INSURANCE:** The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. **PAYMENT:** Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
- (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
 - (b) The cost of defective work which the Contractor has not remedied.
 - (c) Penalties for violation of labor laws.
 - (d) Damage to the DISTRICT or another subcontractor.
 - (e) Site clean-up.
8. **ASSIGNMENTS OF CONTRACT:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. **AGREEMENT CHANGES:** No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. **NOTIFICATION:** Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. USE OF MATERIALS: CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. AUDITS: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. LABOR CODE: Should this Project exceed One Thousand Dollars (\$1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles 1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at <https://www.dir.ca.gov/public-works/prevaling-wage.html>. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
 - (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. PROTECTION OF WORK & PROPERTY: The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. ACCESS TO WORK: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. OCCUPANCY: DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. FORCE MAJEURE CLAUSE: The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. PERMITS AND LICENSES: The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. CLEAN UP: Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. REBATES: Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

Etiwanda School District

Agreement for Professional Services

Please check type of service: **Presenter**

Originating School or Department: **D. W. Long Elementary**

Date: **01/31/2023**

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. **THIS AGREEMENT** is made and entered into this January 31, 2023 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and **The Imagination Machine**, (hereafter "CONTRACTOR") located at Address: 151 Doverfield Drive City: Placentia Zip: 92870
Social Security Number or Taxpayer I.D. No. (for 1099): _____
2. **TERM:** The term of this agreement shall be for the period commencing on _____ (date) through _____ (date) inclusive; or, services shall be provided on the following dates March 1, 2023
3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description): The Imagination Machine to present the Writing Show at DWL. Two assembly times at 1:00 p.m. and 2:00 p.m.
4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$1560.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.
5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:**
☐ If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR:

Signature of CONTRACTOR

2/15/2023
Date

ETIWANDA SCHOOL DISTRICT:

Signature of Superintendent/Designee

2/15/2023
Date

AGREEMENT TERMS & CONDITIONS

1. **STATUS OF CONTRACTOR:** It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. **WORKMEN AND SUB CONTRACTOR:**
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. **ANTI DISCRIMINATION:** It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:** All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. **HOLD HARMLESS CLAUSE:** The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. **INSURANCE:** The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. **PAYMENT:** Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
- (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
 - (b) The cost of defective work which the Contractor has not remedied.
 - (c) Penalties for violation of labor laws.
 - (d) Damage to the DISTRICT or another subcontractor.
 - (e) Site clean-up.
8. **ASSIGNMENTS OF CONTRACT:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. **AGREEMENT CHANGES:** No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. **NOTIFICATION:** Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. USE OF MATERIALS: CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. AUDITS: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. LABOR CODE: Should this Project exceed One Thousand Dollars (\$1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles 1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at <https://www.dir.ca.gov/public-works/prevaling-wage.html>. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
 - (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. PROTECTION OF WORK & PROPERTY: The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. ACCESS TO WORK: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. OCCUPANCY: DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. FORCE MAJEURE CLAUSE: The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. PERMITS AND LICENSES: The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. CLEAN UP: Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. REBATES: Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

EVENT ID#:30124555



Grapeland Elementary Field Trip (30124555)

Wednesday, May 3,
2023

PROPOSAL

ACCOUNT: Grapeland Elementary
CONTACT: Diana Guitron
EMAIL: diana_guitron@etiwanda.org
PHONE: 909-463-7026
ADDRESS:

SALES MANAGER: Tiffany Sinden
EMAIL: tiffany.sinden@ilovebigals.com
PHONE: 909-321-2813

EVENT SUMMARY

Location	Date	Time	Areas	Event Type	Guests
Big Al's Ontario	5/3/2023	10:15 am - 12:15 pm	Boardroom, Twelves ALL, and Ocho ALL	Youth Party Package	150

SPACE

Qty		Price	Total
150	Youth Party Package: 2 Hours of Bowling + Shoes 45 Minutes of Unlimited Arcade Play (TICKET ACCUMULATION DOES NOT APPLY) Pizza + Unlimited Soda	\$20.00	\$3,000.00

FOOD

Qty		Price	Total
	30 Pizzas for 150 Students		
10	Cheese Pizza		

10	Pepperoni Pizza
5	Hawaiian Pizza
5	Vegetarian Pizza

BEVERAGE

Qty		Price	Total
	Pitcher of Soda UNLIMITED FOR DURATION OF EVENT <i>Refillable</i>		

ADD-ONS

Qty		Price	Total
150	Youth Party Package: 45-Minute Card - No tickets <i>All Arcade Games No ability to earn redemption tickets</i>		

SPECIAL INSTRUCTIONS**Due:** 4/26/2023

Cannot decrease guest count after the above date. ONE WEEK prior to Event Date.

Client is responsible to make any and all changes to contract by the date above, including final guest count. No changes can be made to contract after above date.

- We do require a minimum of 50 kids/teens
- **Adults ARE NOT INCLUDED**

Youth Party Package (each student):

2 Hours of Bowling + Shoes
 45 Minutes of Unlimited Arcade Play
 Pizza + Unlimited Soda

Youth Group Party Package (Students divided into two color groups):

10:15am - 11:00am

Arcade: Yellow**Bowling/Boardroom Games:** Blue

This group will get Pizza Lunch at 10:30am

They may eat in the Boardroom or the Bowling Lane Area

11:00am - 11:45am

Arcade: Blue

Bowling/Boardroom Games: Yellow

This group will get Pizza Lunch at 11:15am

They may eat in the Boardroom or the Bowling Lane Area

Kids lining up at 11:45am - 12:15pm to get on buses

ESTIMATED BILLING

			Total
Party Package			\$3,000.00
Subtotal			\$3,000.00
Sales Tax	7.75%		\$283.65
Service Charge	22.0%		\$660.00
Grand Total			\$3,943.65
Deposit		Unpaid	\$591.55
Estimated Amount Due			\$3,943.65
Event Minimum		Total	
		-\$0.00 Met	

TERMS & CONDITIONS

CONTRACT OF FUN

ALL EVENTS DETAILS:

DEPOSITS: Events booked will require a non-refundable 15% deposit that is due at the time of booking. Deposits are based on the estimated total on the contract at the time of booking to secure the reservation. The deposit will be applied to the final bill at the conclusion of the event. No refunds will be given once the deposit is collected.

Due to COVID-19 - any deposits received can be refunded without penalty if Big Al's location is closed due to state regulations and/or State/County officials place a 'Stay-at-Home' order for all residents that restricts any gatherings.

CANCELLATION: No-Call/No-Show and/or Cancellations received the day of the scheduled event will forfeit the non-refundable deposit. Client has 30 days of the original contract date to

reschedule the event to apply the non-refundable deposit. After 30 days, client will forfeit the non-refundable deposit.

SERVICE CHARGE: A 22% Service Charge will be applied and is subjected to change from the estimated total listed on the contract based on final bill. All transactions within the duration of an event will be subject to the 22% Service Charge.

TAXES: Tax amount is an estimated total and is subject to change when closing out the final bill.

CHANGES: All changes regarding the contract and/or guest count are due TWO WEEKS prior to the event. Client is responsible for contacting the events department with any changes. No changes to the contract can be made within the week.

IMPORTANT DETAILS:

Late arrivals do not extend time of event.

Final bill is based on guest count confirmed on the contract. If not all guests show up for party, you still pay for what is confirmed on contract. We cannot split final bill into separate checks. One payment must be collected.

Additional guests at time of event are subject to per person cost to be paid by client.

All catered buffets are portioned per person and not all-you-can-eat buffets.

Please do not hang, tape, drill or add any décor to our space/walls without approval.

We do not allow outside food or drink. Cake(s) are okay! Have a guest with a severe allergy? We allow them to bring any food they need.

Coupons and gift certificates are applied the date of event and must be presented to the Manager or Party Hub Employee in advance.

Room and lane locations are not guaranteed; we reserve the right to switch rooms/lanes without notice.

Some areas have age restrictions. We will ask any guest under the age of 21 to leave the space. Ensure you are booked in the correct space.

We accept all major credit cards. In store, we do not accept Personal Check, PayPal or unauthorized payment applications. All payments are due at the conclusion. The Store does not have access to card on file at Corporate that was used at time of booking.

Big Al's has the right to revoke alcohol service at any time, to any guest or event. Guests that have

their alcohol rights removed by Big Al's must be held accountable by the company that booked the event. If anyone in your event causes damage to our property or structure the booked event may be held accountable.

FUN BOWLING DETAILS:

In an effort to make your experience FUN & those around you FUN please peek at these guidelines.

Only one person on the bowling lane approach at a time. (except when assisting a small child).

Crossing the foul line is not permitted. You may fall. That will result in a NO-FUN experience.

Take Turns! Make sure your neighbor is not bowling the same time you are.


Please do not try and toss our bowling balls as far as you can down the lane. This breaks our equipment and we may charge you for it.

Always be certain the pin-setter has completed its cycle prior to bowling.

Stuck Ball? Hit the Service Button—we will retrieve it for you.

The Ball-Return can bite you and cause bodily harm. Do not put hands, feet, food, anything in there. Be patient for the ball(s) to come out.

Signature is required to complete original contract and remains valid with any modifications to revised contracts and/or changes to guest count.

x  2/9/23

EVENT ID#:30124614



Grapeland Elementary Field Trip (30124614)

Thursday, May 4,
2023

PROPOSAL

ACCOUNT: Grapeland Elementary
CONTACT: Diana Guitron
EMAIL: diana_guitron@etiwanda.org
PHONE: 909-463-7026
ADDRESS:

SALES MANAGER: Tiffany Sinden
EMAIL: tiffany.sinden@ilovebigals.com
PHONE: 909-321-2813

EVENT SUMMARY

Location	Date	Time	Areas	Event Type	Guests
Big Al's Ontario	5/4/2023	10:15 am - 12:15 pm	Boardroom, Twelves ALL, and Ocho ALL	Youth Party Package	150

SPACE

Qty		Price	Total
150	Youth Party Package: 2 Hours of Bowling + Shoes 45 Minutes of Unlimited Arcade Play (TICKET ACCUMULATION DOES NOT APPLY) Pizza + Unlimited Soda	\$20.00	\$3,000.00

FOOD

Qty		Price	Total
	30 Pizzas for 150 Students		
10	Cheese Pizza		

10	Pepperoni Pizza
5	Hawaiian Pizza
5	Vegetarian Pizza

BEVERAGE

Qty		Price	Total
	Pitcher of Soda UNLIMITED FOR DURATION OF EVENT <i>Refillable</i>		

ADD-ONS

Qty		Price	Total
150	Youth Party Package: 45-Minute Card - No tickets <i>All Arcade Games No ability to earn redemption tickets</i>		

SPECIAL INSTRUCTIONS**Due: 4/26/2023**

Cannot decrease guest count after the above date. ONE WEEK prior to Event Date.

Client is responsible to make any and all changes to contract by the date above, including final guest count. No changes can be made to contract after above date.

- We do require a minimum of 50 kids/teens
- **Adults ARE NOT INCLUDED**

Youth Party Package (each student):

2 Hours of Bowling + Shoes
 45 Minutes of Unlimited Arcade Play
 Pizza + Unlimited Soda

Youth Group Party Package (Students divided into two color groups):

10:15am - 11:00am

Arcade: Yellow**Bowling/Boardroom Games:** Blue

This group will get Pizza Lunch at 10:30am

They may eat in the Boardroom or the Bowling Lane Area

11:00am - 11:45am

Arcade: Blue

Bowling/Boardroom Games: Yellow

This group will get Pizza Lunch at 11:15am

They may eat in the Boardroom or the Bowling Lane Area

Kids lining up at 11:45am - 12:15pm to get on buses

ESTIMATED BILLING

		Total
Party Package		\$3,000.00
Subtotal		\$3,000.00
Sales Tax	7.75%	\$283.65
Service Charge	22.0%	\$660.00
Grand Total		\$3,943.65
Deposit	Unpaid	\$591.55
Estimated Amount Due		\$3,943.65
Event Minimum	Total	
	-\$0.00 Met	

TERMS & CONDITIONS

CONTRACT OF FUN

ALL EVENTS DETAILS:

DEPOSITS: Events booked will require a non-refundable 15% deposit that is due at the time of booking. Deposits are based on the estimated total on the contract at the time of booking to secure the reservation. The deposit will be applied to the final bill at the conclusion of the event. No refunds will be given once the deposit is collected.

Due to COVID-19 - any deposits received can be refunded without penalty if Big Al's location is closed due to state regulations and/or State/County officials place a 'Stay-at-Home' order for all residents that restricts any gatherings.

CANCELLATION: No-Call/No-Show and/or Cancellations received the day of the scheduled event will forfeit the non-refundable deposit. Client has 30 days of the original contract date to

reschedule the event to apply the non-refundable deposit. After 30 days, client will forfeit the non-refundable deposit.

SERVICE CHARGE: A 22% Service Charge will be applied and is subjected to change from the estimated total listed on the contract based on final bill. All transactions within the duration of an event will be subject to the 22% Service Charge.

TAXES: Tax amount is an estimated total and is subject to change when closing out the final bill.

CHANGES: All changes regarding the contract and/or guest count are due TWO WEEKS prior to the event. Client is responsible for contacting the events department with any changes. No changes to the contract can be made within the week.

IMPORTANT DETAILS:

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Final bill is based on guest count confirmed on the contract. If not all guests show up for party, you still pay for what is confirmed on contract. We cannot split final bill into separate checks. One payment must be collected.

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All catered buffets are portioned per person and not all-you-can-eat buffets.

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We do not allow outside food or drink. Cake(s) are okay! Have a guest with a severe allergy? We allow them to bring any food they need.

Coupons and gift certificates are applied the date of event and must be presented to the Manager or Party Hub Employee in advance.

Room and lane locations are not guaranteed; we reserve the right to switch rooms/lanes without notice.

Some areas have age restrictions. We will ask any guest under the age of 21 to leave the space. Ensure you are booked in the correct space.

We accept all major credit cards. In store, we do not accept Personal Check, PayPal or unauthorized payment applications. All payments are due at the conclusion. The Store does not have access to card on file at Corporate that was used at time of booking.

Big Al's has the right to revoke alcohol service at any time, to any guest or event. Guests that have

their alcohol rights removed by Big Al's must be held accountable by the company that booked the event. If anyone in your event causes damage to our property or structure the booked event may be held accountable.

FUN BOWLING DETAILS:

In an effort to make your experience FUN & those around you FUN please peek at these guidelines.

Only one person on the bowling lane approach at a time. (except when assisting a small child).

Crossing the foul line is not permitted. You may fall. That will result in a NO-FUN experience.

Take Turns! Make sure your neighbor is not bowling the same time you are.

Please do not try and toss our bowling balls as far as you can down the lane. This breaks our equipment and we may charge you for it.

Always be certain the pin-setter has completed its cycle prior to bowling.

Stuck Ball? Hit the Service Button—we will retrieve it for you.

The Ball-Return can bite you and cause bodily harm. Do not put hands, feet, food, anything in there. Be patient for the ball(s) to come out.

Signature is required to complete original contract and remains valid with any modifications to revised contracts and/or changes to guest count.

A handwritten signature in black ink, appearing to be "Zach M. [unclear]", written over a horizontal line.

2/9/23

Etiwanda School District Agreement for Professional Services

Please check type of service: **Consultant**

Originating School or Department: **Instruction Department**

Date: **02/13/2023**

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. THIS AGREEMENT is made and entered into this **02/13/2023** (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and **TCI**, (hereafter "CONTRACTOR") located at

Address: **1049, El Monte Ave, SteC #607** City: **Mountain View, CA** Zip: **94040**

Social Security Number or Taxpayer I.D. No. (for 1099): _____

2. TERM: The term of this agreement shall be for the period commencing on **03/01/2023** (date) through **08/30/2023** (date) inclusive; or, services shall be provided on the following

dates _____.

3. SCOPE: The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):

PD ORIENTATION. TCI In Person Product Orientation for 6 sessions

4. COMPENSATION: The DISTRICT agrees to pay CONTRACTOR the amount of **\$ 27,000.00** for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.

5. FINGERPRINT OBLIGATIONS OF CONSULTANT:

☐

If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR:

Amanda Crooks

Digitally signed by Amanda Crooks
Date: 2023.02.13 13:24:54 -08'00'

Signature of CONTRACTOR

02/13/2023

Date

ETIWANDA SCHOOL DISTRICT:


Signature of Superintendent/Designee

2/14/23

Date

AGREEMENT TERMS & CONDITIONS

1. STATUS OF CONTRACTOR: It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. WORKMEN AND SUB CONTRACTOR:
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. ANTI DISCRIMINATION: It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY: All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. **HOLD HARMLESS CLAUSE:** The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. **INSURANCE:** The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. **PAYMENT:** Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
- (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
 - (b) The cost of defective work which the Contractor has not remedied.
 - (c) Penalties for violation of labor laws.
 - (d) Damage to the DISTRICT or another subcontractor.
 - (e) Site clean-up.
8. **ASSIGNMENTS OF CONTRACT:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. **AGREEMENT CHANGES:** No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. **NOTIFICATION:** Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. USE OF MATERIALS: CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. AUDITS: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. LABOR CODE: Should this Project exceed One Thousand Dollars (\$1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles 1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at <https://www.dir.ca.gov/public-works/prevailing-wage.html>. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
 - (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. PROTECTION OF WORK & PROPERTY: The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. ACCESS TO WORK: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. OCCUPANCY: DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. FORCE MAJEURE CLAUSE: The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. PERMITS AND LICENSES: The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. CLEAN UP: Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. REBATES: Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.



Quote #: Q-13720-1

Date: 2/7/2023 10:25 AM

Expires On: 4/8/2023

Prepared By: Kelsey Moore

Email: kmoore@teachtci.com

Phone:

Quote for:

Etiwanda School District

Amber Claflin

amber_claflin@etiwanda.k12.ca.us

Ship to:

Etiwanda School District

6061 East Ave

Etiwanda, CA 91739

Product Code	Product Name	Product Type	List Price	Customer Price	Quantity	Extended Price
PD-ORIENTATION-IP	TCI In-Person Product Orientation	Digital	\$4,500.00	\$4,500.00	6	\$27,000.00
TOTAL:						\$27,000.00

Shipping (5%) \$0.00

Service Fee (%) \$0.00

Grand Total \$27,000.00

Terms and Conditions

Business Terms

TCI's Business Terms apply to all orders. View details at <https://www.teachtci.com/tci-business-terms>

How to Order

To expedite your order and ensure you receive the pricing quoted above, please include a copy of this quote with your purchase order. Adjustments cannot be made after the order has been fulfilled. Place orders online at <https://shop.teachtci.com> or send using one of the following options:

- Email: info@teachtci.com
- Fax: 800-343-6828
- Address: 1049 El Monte Ave Ste C #607, Mountain View CA 94040

To download a copy of TCI's W-9 go to <https://www.teachtci.com/w9>.

License Contact

Set up information for all licenses purchased will be sent to the contact email above unless otherwise noted.

Shipping

Shipping and handling fees do not apply to teacher and student license-only products.

Print Subscriptions

If your order includes multi-year subscriptions to print materials, you must receive delivery of the full annual quantity for the duration of your subscription. Any adjustments below the annual quantity cannot be used as a credit for future year shipments. Changes that exceed the original annual quantity must be accompanied by a new purchase order.

Student Journal Bundles

If your order contains fewer than 20 multi-year student journal bundles for any program, journals for the entire duration of the bundle will be shipped to you upfront.

Sales Tax

If applicable, sales tax will be assessed when your order is processed. Actual amount will be calculated and added to the invoice based on the delivery address.

Etiwanda School District Agreement for Professional Services

Please check type of service: Consultant

Originating School or Department: Business Department

Date: 02/07/2023

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. **THIS AGREEMENT** is made and entered into this 02/07/2023 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and Armstrong & Brooks Consulting Engineers, (hereafter "CONTRACTOR") located at

Address: 1350 Chase Dr. City: Corona Zip: 92881

Social Security Number or Taxpayer I.D. No. (for 1099): _____

2. **TERM:** The term of this agreement shall be for the period commencing on 02/07/2023 (date) through completion of project (date) inclusive; or, services shall be provided on the following

dates _____.

3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):
Preparation and processing of environmental quality control plans (Water Quality Management Plan-WQMP) @ ETIWANDA INTERMEDIATE (Proposal J.N. 122.2092S)

4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 5,385.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.

5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:**



If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR:
Dennis G. Armstrong, P.E.
Principal

Signature of CONTRACTOR

Date

ETIWANDA SCHOOL DISTRICT:
Michael Higgins-Director of Operations & Facilities

Signature of Superintendent/Designee

Date

AGREEMENT TERMS & CONDITIONS

1. **STATUS OF CONTRACTOR:** It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. **WORKMEN AND SUB CONTRACTOR:**
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
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3. **ANTI DISCRIMINATION:** It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
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- (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
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12. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
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14. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. AUDITS: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. LABOR CODE: Should this Project exceed One Thousand Dollars (\$1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles 1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at <https://www.dir.ca.gov/public-works/prevaling-wage.html>. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
 - (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. PROTECTION OF WORK & PROPERTY: The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. ACCESS TO WORK: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. OCCUPANCY: DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. FORCE MAJEURE CLAUSE: The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. PERMITS AND LICENSES: The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. CLEAN UP: Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. REBATES: Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

J.N. 122.2092S - Addendum No. 1
February 7, 2023

Etiwanda School District
6061 East Ave.
Etiwanda, CA 91739

**Armstrong & Brooks
Consulting Engineers**

Civil Engineering - Water Resources - Surveying

Attn: Mr. Michael Higgins, Architect, AIA, LEED AP
Director of Operations & Facilities

Re: Addendum Request
Etiwanda Intermediate School – New Bldgs. & Modernizations

Dear Mr. Higgins:

Our original proposal to Ruhnau Clarke Architects for Civil Engineering services for the Etiwanda Intermediate School - New Buildings and Modernizations was scoped to include the preparation and processing of environmental quality control plans (Water Quality Management Plan-WQMP, Storm Water Pollution Prevention Plan-SWPPP) in accordance with the requirements of the California State Water Resources Control Board. We have since been requested by RCA to contract directly with the District for the WQMP and we have been notified that the completion of a SWPPP document will be assigned to the contractor via the Project Specifications.

We propose to perform the work as an addenda to our previously authorized contract for Field Topographic Survey, unless, the District needs the work to be performed under a separate contract and purchase order.

The proposed scope of work is provided on the following pages. Should this proposal be acceptable to you, please provide our office with a written notice to proceed and an accompanying addenda to our existing agreement or, if necessary, a new agreement and purchase order for billing purposes.

Thank you again for this opportunity to be of service and should you have any questions or comment regarding the contents of this addendum request, please do not hesitate to call. I look forward to working with you and your associates on the successful completion of this project.

Sincerely,



Dennis G. Armstrong, P.E.
Principal

**ETIWANDA INTERMEDIATE SCHOOL
NEW BUILDINGS & MODERNIZATIONS
ADDENDA NO. 1 – CIVIL DESIGN SERVICES**

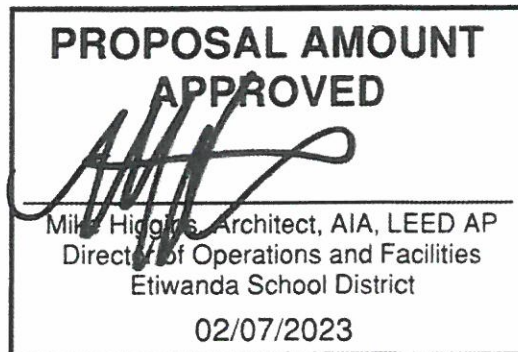
SECTION I - Scope of Work and Fees- New Buildings & Modernization Addenda No. 1

SECTION I - Scope of Work and Fees- New Buildings & Modernization Addenda No. 1

122.2092S.999.1 – Environmental Quality Control Plans

- .01 Water Quality Management Plan.....(LS) \$ 5,385
- * Identify Receiving Water, Impairments, Potential Pollutants of Concern
 - * Identify BMP's (Site Design, Source Control and Treatment Control)
 - * Identify Operation & Maintenance and Funding Source for selected BMP's
 - * Finalize Calculations for site runoff and treatment control BMP's, assumes rate of infiltration sufficient for primary treatment
 - * Route Owner Certifications and Agreements for O&M and funding source
 - * Prepare and Process a WQMP Siteplan Exhibit
 - * Prepare and Process a Final WQMP

Estimated Fee – Environmental Quality Control Plans: \$ 5,385



**ETIWANDA INTERMEDIATE SCHOOL
NEW BUILDINGS & MODERNIZATIONS
ADDENDA NO. 1 – CIVIL DESIGN SERVICES**

SECTION II - Exclusions and/or Conditions of Proposal

1. Owner shall be responsible for the payment of all filing, processing and permit fees required by the governing agencies.
2. Deliverables shall be in accordance with the specifications in the request for proposal
3. Excludes the preparation, processing and coordination of any dry utility (gas, electric, cable, telephone, etc.) improvement plans on-site and/or off-site, including dry utility notices.
4. Excludes a field topographic survey and/or the performance of a Boundary Survey & Analysis and subsequent filing of a Record of Survey to identify found and missing monumentation, if any.
5. Excludes the preparation and processing of on-site and/or off-site improvement plans other than those explicitly identified in this proposal.
6. Excludes the preparation and processing of a Storm Water Pollution Prevention Plan (SWPPP) and subsequent completion of the General Permit Application, NOI, Risk Assessment, BMP selection, Operations & Maintenance Assessment, Upload to SMART system, and NOT.
7. Excludes the preparation and processing of an off-site hydrology and hydraulic study.
8. Excludes the preparation and processing of retaining wall profiles and/or structural designs and details for retaining walls.
9. Excludes the preparation and processing of legal descriptions, plat maps and deeds for dedication of additional rights-of-way and/or easements other than those explicitly stated in this proposal
10. Excludes the preparation of "As-Built" drawings from contractor supplied redlined drawings
11. Proposals for any of the aforementioned items, if deemed required, will be provided upon request.
12. Progress billings shall be issued in accordance with Etiwanda School District payment schedule.

ETIWANDA INTERMEDIATE SCHOOL
NEW BUILDINGS & MODERNIZATIONS
ADDENDA NO. 1 – CIVIL DESIGN SERVICES

Billing Rate Schedule
2023

<i>Professional Services</i>	<i>Rate</i>
-------------------------------------	--------------------

<i>Principal.....</i>	<i>\$185/Hr.</i>
<i>Civil Engineer.....</i>	<i>\$160/Hr.</i>
<i>Designer</i>	<i>\$115/Hr.</i>
<i>Draftsperson.....</i>	<i>\$95Hr.</i>
<i>2 Man Survey Crew</i>	<i>\$185/Hr.</i>

<i>Miscellaneous Services</i>	<i>Rate</i>
--------------------------------------	--------------------

<i>Travel Time.....</i>	<i>\$70/Hr.</i>
<i>Secretary.....</i>	<i>\$70/Hr.</i>
<i>Reimbursable Expenses</i>	<i>Cost + 10%</i>

Hourly Rates are chargeable in one-quarter hour increments and are subject to change January 1, 2024

Etiwanda School District

Agreement for Professional Services

Please check type of service: **Contractor**

Originating School or Department: **Business Department**

Date: **01/27/2023**

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. **THIS AGREEMENT** is made and entered into this 01/27/2023 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and Util-Locate (hereafter "CONTRACTOR") located at

Address: 1136 E. Valencia Drive City: Fullerton Zip: 92831

Social Security Number or Taxpayer I.D. No. (for 1099): _____

2. **TERM:** The term of this agreement shall be for the period commencing on 01/27/2023 (date) through 05/27/2023 (date) inclusive; or, services shall be provided on the following

dates _____

3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):
Underground (sub-Surface) Utility-line locating, field mapping and auto CAD services at Caryn Elementary
4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 2,000.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.
5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:**



If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR:

Alfred Cervantes
Signature of CONTRACTOR

01/30/2023

Date

ETIWANDA SCHOOL DISTRICT:

[Signature]
Signature of Superintendent/Designee

2/2/23
Date

AGREEMENT TERMS & CONDITIONS

1. **STATUS OF CONTRACTOR:** It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. **WORKMEN AND SUB CONTRACTOR:**
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. **ANTI DISCRIMINATION:** It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:** All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. **HOLD HARMLESS CLAUSE:** The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopied composition, secret process, or patented or unpatented invention, under the Contract.
6. **INSURANCE:** The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. **PAYMENT:** Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
 - (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
 - (b) The cost of defective work which the Contractor has not remedied.
 - (c) Penalties for violation of labor laws.
 - (d) Damage to the DISTRICT or another subcontractor.
 - (e) Site clean-up.
8. **ASSIGNMENTS OF CONTRACT:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. **AGREEMENT CHANGES:** No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. **NOTIFICATION:** Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. USE OF MATERIALS: CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. AUDITS: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. LABOR CODE: Should this Project exceed One Thousand Dollars (\$1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles 1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at <https://www.dir.ca.gov/public-works/prevailing-wage.html>. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
 - (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. PROTECTION OF WORK & PROPERTY: The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. ACCESS TO WORK: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
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22. FORCE MAJEURE CLAUSE: The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. PERMITS AND LICENSES: The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. CLEAN UP: Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. REBATES: Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

UTIL LOCATE

(888)88-LOCATE

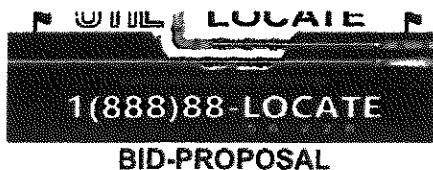
"Call Before You Excavate"



Subsurface Utility Investigation Services

*Utility Locating
Ground Penetrating Radar
Utility mapping
Surface Concrete Scanning GPR*

*CCTV - Pipe Inspection
Utility Potholing
Damage Prevention Assessment
Emergency Services*



UTIL-LOCATE
(714) 521-5393 (714) 421-4325 FAX

DATE: 01-23-2023

Private ☐ Prevailing Wage ☒

OWNER/ AUTHORIZED REPRESENTATIVE	NAME:	Ruben Lorita
	CLIENT:	Etiwanda School District
	ADDRESS:	6061 East Ave, Etiwanda, CA 91739
	PHONE:	(909) 803-3152 Office
	EMAIL ADDRESS:	Ruben_Lorita@etiwanda.k12.ca.us
ACCOUNTING DEPARTMENT	NAME:	
	EMAIL ADDRESS:	
	PHONE #:	

PROJECT NAME: Caryn ES

PROJECT ADDRESS: 6290 Sierra Crest View Loop, Rancho Cucamonga, CA 91737

SPECIAL INSTRUCTIONS: Locate all existing detectable Utilities or Utility on site map work limits shown below provided by client as per RFP.

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING WORK:

Underground (Sub-Surface) Utility-line Locating, Field Mapping and AutoCAD Services.

Standard Utility Locating Investigation Work:

Util-Locate will perform subsurface Utility-line Investigation of Water, Gas, Electric, Communications, Sewer and Storm-drain utility-lines (Excluding irrigation) using Electromagnetic detection and GPR. The instruments that will be used to conduct this survey can detect pipelines down-to 8'-10' deep; with horizontal-accuracy in the proximity of 92% - 97% and "hand-dig" tolerance of 24" on either side of the line. All markings shall be made according to the APWA Uniform Color-code using water based paint, symbolized with arrows & letters identifying their location (Example: ← E →). Non-metallic PVC plastic, Concrete-clay or Tranzite-pipes are not traceable using standard EM Locating-methods; a 512Hz transmitter may be inserted into a non-metallic pipe or conduit with a minimum open access of 3" inches in diameter. This method cannot be applied to potable water or gas-lines. GPR (Ground Penetrating Radar) equipment maybe utilized to locate most other subsurface utilities regardless of pipeline type. It is equipped with an antenna which can penetrate to locate down up to 10' feet deep in ideal soil conditions. The size of the substructures cannot be determined in this investigation. GPR technology is limited though in its' ability to perform under certain soil-types such as clay, wet and or organic fill-soils. Since every jobsites' soil composition is diverse, effectiveness will be determined at the time of the field investigation. If any of the area to be scanned is under concrete and has steel reinforcement, it can affect the penetration of the GPR equipment. Keep in mind that GPR can be an ideal tool for locating subsurface utility-lines, but cannot be specifically identified. Other limitations, disclosures, terms & conditions will follow throughout this contract agreement. (See Pg.3 below for additional Terms and Conditions)

INCLUDED IN SUBSURFACE INVESTIGATION SERVICE: Travel-Time, Field Work, Tools & Materials, Opening All Accessible Utility Structures, Field Ground markings, Manhole Dips, EM methods, GPR of N/C utilities.

CLIENT: Etiwanda School District
PROJECT NAME: Caryn ES
PROJECT ADDRESS: 6290 Sierra Crest View Loop, Rancho Cucamonga, CA 91737

pg. 2

TERMS AND CONDITIONS

IF UTILITY LOCATING SERVICES are provided from our estimated scope of work the following considerations will apply:

Locate all "DETECTABLE" underground utilities using standard Electromagnetic (EM) utility locator as follows;

All main water supply lines and associated branch lines made of Conductive metal or water lines installed with a "tracer wire".

Our services do not include irrigation lines and associated control valves unless specified on contract.

All sewer/waste lines/Storm Drains if access is available by electromagnetic location utilizing a 512 Hz sonde or by "line of site method" if no access is available. Any drain size larger than 8" inches will require a special drain robot and subject to a higher rate.

All power lines. Our services do not include the location of abandoned/extra conduit containing no interior cable.

All Communication lines. Our services Do Not include non-conductive fiber optic lines (lines without a metallic shield) not installed with a "tracer wire".

All gas lines made of metal and gas lines installed with a "tracer wire".

Indications found during utility locating will be marked directly on the surface utilizing the APWA Uniform Color Code. All Utility locating marks will be made in accordance with the CGA Best Practices.

Depth measurements provided are "just estimates" and may vary based on a number of factors. The only way to really verify the exact depth of a utility is to POTHOLE the line. If exact depth of a utility is required, potholing should be performed via vacuum excavation and is not part of this estimate. Util-Locate, Inc. does not have the ability to locate utility specifically excluded by this document (non-conductive fiber optic line, etc.). Ground Penetrating Radar (GPR) is used in conjunction with standard utility locating equipment and may be used to try to detect lines and is included in quote. Concrete scanning is an additional charge. Please contact us if you need these lines included in your estimate of services.

When Performing Ground Penetrating Radar (GPR) for concrete/masonry structures is provided in our estimate. The following scope of work and considerations apply: There shall be a minimum of 8 inches clearance around the perimeter of the scanning area to accommodate the antenna. Indications at structure intersections (wall corners, wall to floor, Etc.) May be Impossible to locate if the antenna cannot pass over them. The scanning surface must be flat and relatively smooth. No Water shall be present on the scanning surface and concrete shall not be less than 1 year old/Green concrete.

Under the best conditions, GPR can penetrate up to 12 inches of concrete/masonry. This maximum depth decreases as reinforcing steel congestion increases. The density of the material being scanned can also limit the depth of penetration. NOTE: Util-Locate does not perform post tension cable work.

GPR data, under most circumstances does not allow the interpretation of an indications size, only the center location of the indication and embedment depth. Indications such as reinforcing steel or conduit spaced closer than two inches on center may show up as one indication.

When dealing with multiple layers of reinforcing steel or conduit, layers below the top layer (closest layer to the scanning surface) may be obscured from view. In most cases our technicians can adjust the equipment to compensate for these solutions, but the result will depend on the size and spacing of the indications.

Mapping Disclosure - Util-Locate is not a licensed Civil Engineer or Surveyor in-order for our mapping-work to be certified. We map the utility-locations as accurately as possible by using measuring & mapping tools. Our mapping work is to show all surveyed utilities & give our client a basic overview of the project they are engaging in and to help assess what to expect when designing or performing the preliminary site-work.

Ground Markings Disclosure: Util-Locate is not responsible for removing any ground markings made on the surface at the job-site. NOTE: Prior ground mark-outs made by other companies are common and could easily be mistaken by ours. Util-Locate does offer ground marking removal as a separate service fee unless otherwise negotiated in the proposal.

Cancel without notice - All cancellations without a 48 hour notice will be billed as a four hour minimum. If a technician is scheduled to perform a service and no work is performed, a four hour minimum charge shall apply (show-up) charge.

Working Hours - Util-Locate, regular work week is Monday - Friday is 7:00 am - 5:00 pm. Any work scheduled to be performed outside of normal work hours is subject to overtime rates.

PAYMENT TERMS - PAYMENT TERMS - 30 days net. The client agrees invoices rendered for professional or technical services are due when received. Invoices will be deemed past due if unpaid within thirty (30) days from date of invoice and any balance due after 45(forty five) days will be charged 15 % per month until paid in full. All invoice errors or necessary corrections shall be submitted to Util-Locate within (15) days of receipt of the invoice; thereafter the client acknowledges the invoice is correct and valid for payment due to Util-Locate, reserves the right to terminate services to the client without notice if the clients account is not paid currently. Upon such a termination of services, the entire amount accrued for all services performed shall immediately become due and payable to Util-Locate. The company or responsible party requesting UTIL-LOCATE's services guarantees payment of all indebtedness incurred by them for rendered service, whether now due or hereafter incurred. The service requestor/responsible party also agrees to pay reasonable collection and/or attorney's fees incurred in the collection of such indebtedness. Please note that a signature by a company representative validates the work provided and the guarantee shall remain in full force and effect. The validity, its construction, interpretation and enforcement of this agreement and the rights of the parties hereto shall be determined under, governed by, and constructed in accordance with the laws of the State of California. The client waives any and all claim against Util-Locate, its subsidiaries, affiliates, servants and agents in connection with termination of work/services pursuant to this.

CERTIFIED PAYROLL - Certified payroll requests will have a processing fee applied to each invoice of \$100.00 - LCP (additional \$50.00)

New clients: are COD and must submit credit card payment prior to dispatch. **NOTE:** We will not process payment until work has been completed.

NOTE: UTIL-LOCATE will not schedule or dispatch any technicians for proposed work - unless the proposal is "signed" and returned to us in a timely manner prior to starting work.

CONTRACTUAL ADDITIONS - Util-Locate will undertake professional responsibility for only the services provided pursuant to this agreement, and only pursuant to the terms and conditions of the agreement. In particular, and without limitation, Util-Locate, will not be responsible for delays or other matters beyond its control within reason; for inaccurate or incomplete information provided to it by Client, co-consultants or other reasonably reliable sources; for the conditions of which it was not actually informed; for unauthorized modifications to or deviations from Util-Locate, instruments of service or the use of un-finalized instruments of service for any purposes including bidding or cost estimating; for the speculation of products or equipment for purposes consistent with the manufacturer's published literature; for materials and equipment decisions made by others; for the services and instruments of service provided by others even if incorporated into Util-Locate's instruments of service for ease of reference or otherwise; for the performance of the projects contractors and materials suppliers means, methods, techniques, sequences or procedures, including without limitation investigation or demolition procedures and safety precautions and programs; and for the actions or inactions of others including utility companies, other consultants and governmental or quasigovernmental agencies.

The services being provided for by Util-Locate, does not relieve the Client of the responsibility of having to comply with California Government Code 55-4216-4216.9. It is expressly understood by the Client that Util-Locate, services are not a substitute for compliance with California Government Code 554216-4216.9.

In recognition of the relative risks, rewards and benefits of the project to both the Client and Util-Locate, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Util-Locate's, total Liability to the Client and to any other third party for any and all injuries, claims, losses, expenses, damages or claims of expenses arising out of this agreement from any cause or causes that shall not exceed Util-Locate's, fee. Such causes include, but are not limited to, Util-Locate's, negligence, short liability, breach of contract of warranty.

The Client waives all rights against Util-Locate, for damages caused by fire, water, wind, or any other perils to the extent covered by any type of property insurance applicable to the claimed damage or loss. This waiver of subrogation shall be effective even though that person or entity would otherwise have a duty of indemnification.

Access - Util-Locate will not be responsible or held liable for inaccessible areas or locked, compartments, rooms etc. in relation with our investigation process. It is client's responsibility to make sure that the designated work area at the job site, and all work areas part of utility investigation, are made accessible on the date of service.

CLIENT:

Etiwanda School District

pg. 3

PROJECT NAME:

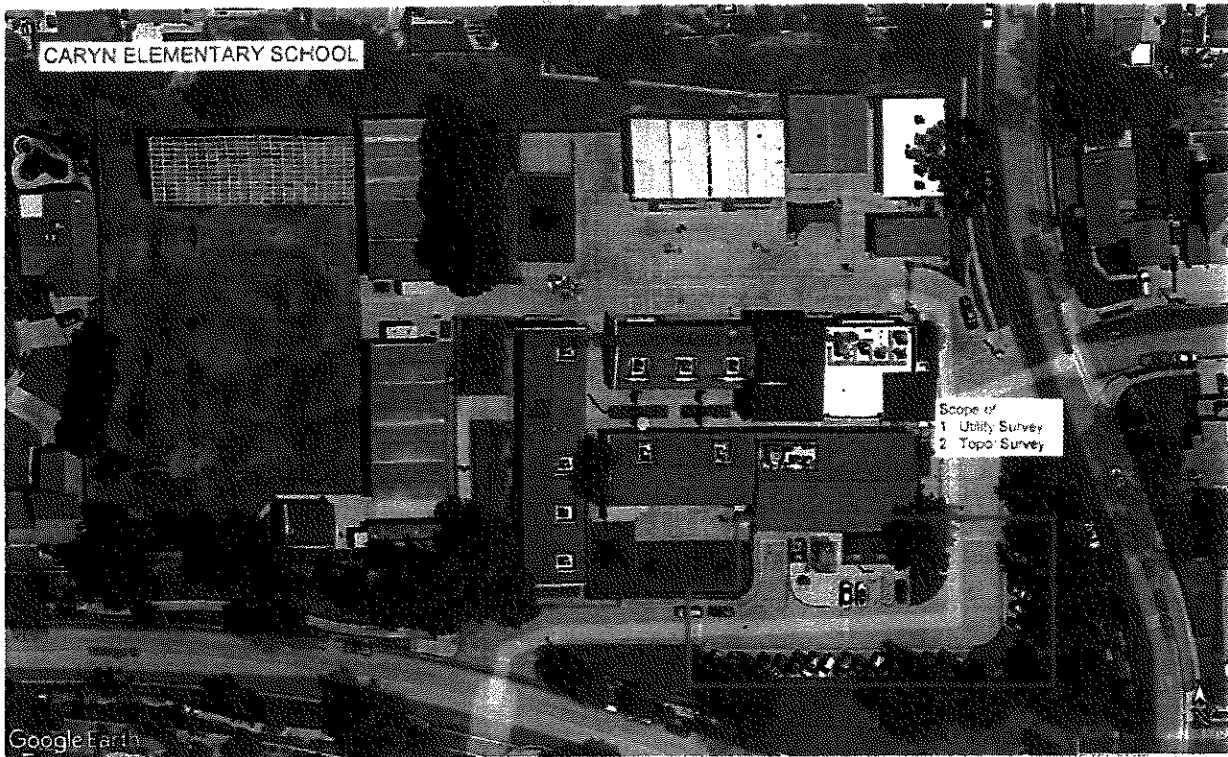
Caryn ES

PROJECT ADDRESS:

6290 Sierra Crest View Loop, Rancho Cucamonga, CA 91737



Exhibit (Work Limits)
Image Provided



CLIENT:
PROJECT NAME:
PROJECT ADDRESS:

Etiwanda School District
Caryn ES
6290 Sierra Crest View Loop, Rancho Cucamonga, CA 91737

pg. 4



UTIL-LOCATE - BID PROPOSAL

DATE: 01-23-2023 Private ☐ Prevailing Wage ☒ (Please Indicate Type of Work)
CLIENT: Etiwanda School District
PROJECT NAME: Caryn ES
PROJECT ADDRESS: 6290 Sierra Crest View Loop, Rancho Cucamonga, CA 91737

ACCOUNTING INFO: NAME: EMAIL: PHONE:

Underground (Sub-Surface) Utility-line Locating, Field Mapping and AutoCAD Services.

CONTRACT AMOUNT: \$2,000.00

****CLIENT MUST PROVIDE AUTOCAD, DWG FILE, OR PDF****

Potholing is "highly recommended" to expose and document the exact: depth, size, direction, and material of pipe or line.

☐ - Check Box For A Potholing Estimate

Ground Marking (Utility Markouts) Removal is a separate service not included.

☐ - Check Box For A Marking Removal Estimate

This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

DISCLAIMER: Util-Locate's Technicians are Professional Competent Multiple Utility-line Locators. All work will be performed diligently to the up-most best effort of competence in subsurface investigating. All investigative-work is subject to any uncontrollable geophysical condition of the job site and to the EM science in-which, all infrastructures may not be detectable. There are no guarantees that every underground pipeline and or cable line will be found in this investigation due to this un-perfected science. (See Pg.3 for our Terms and Conditions)

THIS IS A BID PROPOSAL WITH A GENERAL DESCRIPTION OF THE PROJECT AND COST

ACCEPTANCE OF PROPOSAL / CONTRACT AGREEMENT

You hereby authorized the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms

PROPOSAL APPROVED
Company Owner/Authorized Representative


Mike Higgins (Signature) AIA, LEED AP
Director of Operations and Facilities
Etiwanda School District

DATE: _____

01/23/2023
(Print Name)

CLIENT: Etiwanda School District
PROJECT NAME: Caryn ES
PROJECT ADDRESS: 6290 Sierra Crest View Loop, Rancho Cucamonga, CA 91737

Etiwanda School District

Agreement for Professional Services

Please check type of service: **Contractor**

Originating School or Department: **Business Department**

Date: **01/27/2023**

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. **THIS AGREEMENT** is made and entered into this 01/27/2023 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and Util-Locate, (hereafter "CONTRACTOR") located at

Address: 1136 E. Valencia Drive City: Fullerton Zip: 92831

Social Security Number or Taxpayer I.D. No. (for 1099): _____

2. **TERM:** The term of this agreement shall be for the period commencing on 01/27/2023 (date) through 05/27/2023 (date) inclusive; or, services shall be provided on the following

dates _____

3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):
Underground (sub-Surface) Utility-line locating, field mapping and auto CAD services at CP Lightfoot Elementary

4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 2,000.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.

5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:**



If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR:

Alfred Cervantes
Signature of CONTRACTOR

01/30/2023

Date

ETIWANDA SCHOOL DISTRICT:

[Signature]
Signature of Superintendent/Designee

2/2/23
Date

AGREEMENT TERMS & CONDITIONS

1. **STATUS OF CONTRACTOR:** It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. **WORKMEN AND SUB CONTRACTOR:**
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. **ANTI DISCRIMINATION:** It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:** All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. **HOLD HARMLESS CLAUSE:** The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. **INSURANCE:** The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. **PAYMENT:** Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
- (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
 - (b) The cost of defective work which the Contractor has not remedied.
 - (c) Penalties for violation of labor laws.
 - (d) Damage to the DISTRICT or another subcontractor.
 - (e) Site clean-up.
8. **ASSIGNMENTS OF CONTRACT:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. **AGREEMENT CHANGES:** No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. **NOTIFICATION:** Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. USE OF MATERIALS: CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. AUDITS: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. LABOR CODE: Should this Project exceed One Thousand Dollars (\$1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles 1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at <https://www.dir.ca.gov/public-works/prevailing-wage.html>. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
 - (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. PROTECTION OF WORK & PROPERTY: The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. ACCESS TO WORK: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. OCCUPANCY: DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. FORCE MAJEURE CLAUSE: The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. PERMITS AND LICENSES: The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. CLEAN UP: Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. REBATES: Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

UTIL LOCATE



(888)88-LOCATE

"Call Before You Excavate"



Subsurface Utility Investigation Services

*Utility Locating
Ground Penetrating Radar
Utility mapping
Surface Concrete Scanning GPR*

*CCTV - Pipe Inspection
Utility Potholing
Damage Prevention Assessment
Emergency Services*



UTIL-LOCATE
(714) 521-5393 (714) 421-4325 FAX

DATE: 01/23/2023

Private ☐ Prevailing Wage ☒

OWNER/ AUTHORIZED REPRESENTATIVE	NAME:	Ruben Lorita
	CLIENT:	Etiwanda School District
	ADDRESS:	6061 East Ave, Etiwanda, CA 91739
	PHONE:	(909) 803-3152 Office
	EMAIL ADDRESS:	Ruben_Lorita@etiwanda.k12.ca.us
ACCOUNTING DEPARTMENT	NAME:	
	EMAIL ADDRESS:	
	PHONE #:	

PROJECT NAME: CP Lightfoot ES

PROJECT ADDRESS: 6989 Kenyon Way, Rancho Cucamonga, CA 91701

SPECIAL INSTRUCTIONS: Locate all existing detectable Utilities or Utility on site map work limits shown below provided by client as per RFP.

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING WORK:

Underground (Sub-Surface) Utility-line Locating, Field Mapping and AutoCAD Services.

Standard Utility Locating Investigation Work:

Util-Locate will perform subsurface Utility-line Investigation of Water, Gas, Electric, Communications, Sewer and Storm-drain utility-lines (Excluding irrigation) using Electromagnetic detection and GPR. The instruments that will be used to conduct this survey can detect pipelines down-to 8'-10' deep; with horizontal-accuracy in the proximity of 92% - 97% and "hand-dig" tolerance of 24" on either side of the line. All markings shall be made according to the APWA Uniform Color-code using water based paint, symbolized with arrows & letters identifying their location (Example: ← E →). Non-metallic PVC plastic, Concrete-clay or Tranzite-pipes are not traceable using standard EM Locating-methods; a 512Hz transmitter may be inserted into a non-metallic pipe or conduit with a minimum open access of 3" inches in diameter. This method cannot be applied to potable water or gas-lines. GPR (Ground Penetrating Radar) equipment maybe utilized to locate most other subsurface utilities regardless of pipeline type. It is equipped with an antenna which can penetrate to locate down up to 10' feet deep in ideal soil conditions. The size of the substructures cannot be determined in this investigation. GPR technology is limited though in its' ability to perform under certain soil-types such as clay, wet and or organic fill-soils. Since every jobsites' soil composition is diverse, effectiveness will be determined at the time of the field investigation. If any of the area to be scanned is under concrete and has steel reinforcement, it can affect the penetration of the GPR equipment. Keep in mind that GPR can be an ideal tool for locating subsurface utility-lines, but cannot be specifically identified. Other limitations, disclosures, terms & conditions will follow throughout this contract agreement. (See Pg.3 below for additional Terms and Conditions)

INCLUDED IN SUBSURFACE INVESTIGATION SERVICE: Travel-Time, Field Work, Tools & Materials, Opening All Accessible Utility Structures, Field Ground markings, Manhole Dips, EM methods, GPR of N/C utilities.

CLIENT: Etiwanda School District
PROJECT NAME: CP Lightfoot ES
PROJECT ADDRESS: 6989 Kenyon Way, Rancho Cucamonga, CA 91701

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TERMS AND CONDITIONS

IF UTILITY LOCATING SERVICES are provided from our estimated scope of work the following considerations will apply:

Locate all "DETECTABLE" underground utilities using standard Electromagnetic (EM) utility locator as follows;

All main water supply lines and associated branch lines made of Conductive metal or water lines installed with a "tracer wire".

Our services do not include irrigation lines and associated control valves unless specified on contract.

All sewer/waste lines/Storm Drains if access is available by electromagnetic location utilizing a 512 Hz sonde or by "line of site method" if no access is available. Any drain size larger than 8" inches will require a special drain robot and subject to a higher rate.

All power lines. Our services do not include the location of abandoned/extra conduit containing no interior cable.

All Communication lines. Our services Do Not include non-conductive fiber optic lines (lines without a metallic shield) not installed with a "tracer wire".

All gas lines made of metal and gas lines installed with a "tracer wire".

Indications found during utility locating will be marked directly on the surface utilizing the APWA Uniform Color Code. All Utility locating marks will be made in accordance with the CGA Best Practices.

Depth measurements provided are "just estimates" and may vary based on a number of factors. The only way to really verify the exact depth of a utility is to POTHOLE the line. If exact depth of a utility is required, potholing should be performed via vacuum excavation and is not part of this estimate. Util-Locate, Inc. does not have the ability to locate utility specifically excluded by this document (non-conductive fiber optic line, etc.). Ground Penetrating Radar (GPR) is used in conjunction with standard utility locating equipment and may be used to try to detect lines and is included in quote. Concrete scanning is an additional charge. Please contact us if you need these lines included in your estimate of services.

When Performing Ground Penetrating Radar (GPR) for concrete/masonry structures is provided in our estimate. The following scope of work and considerations apply: There shall be a minimum of 8 inches clearance around the perimeter of the scanning area to accommodate the antenna. Indications at structure intersections (wall corners, wall to floor, Etc.) May be impossible to locate if the antenna cannot pass over them. The scanning surface must be flat and relatively smooth. No Water shall be present on the scanning surface and concrete shall not be less than 1 year old/Green concrete.

Under the best conditions, GPR can penetrate up to 12 inches of concrete/masonry. This maximum depth decreases as reinforcing steel congestion increases. The density of the material being scanned can also limit the depth of penetration. NOTE: Util-Locate does not perform post tension cable work.

GPR data, under most circumstances does not allow the interpretation of an indications size, only the center location of the indication and embedment depth. Indications such as reinforcing steel or conduit spaced closer than two inches on center may show up as one indication.

When dealing with multiple layers of reinforcing steel or conduit, layers below the top layer (closest layer to the scanning surface) may be obscured from view. In most cases our technicians can adjust the equipment to compensate for these solutions, but the result will depend on the size and spacing of the indications.

Mapping Disclosure - Util-Locate is not a licensed Civil Engineer or Surveyor in-order for our mapping-work to be certified. We map the utility-locations as accurately as possible by using measuring & mapping tools. Our mapping work is to show all surveyed utilities & give our client a basic overview of the project they are engaging in and to help assess what to expect when designing or performing the preliminary site-work.

Ground Markings Disclosure: Util-Locate is not responsible for removing any ground markings made on the surface at the job-site. NOTE: Prior ground mark-outs made by other companies are common and could easily be mistaken by ours. Util-Locate does offer ground marking removal as a separate service fee unless otherwise negotiated in the proposal.

Cancel without notice- All cancellations without a 48 hour notice will be billed as a four hour minimum. If a technician is scheduled to perform a service and no work is performed, a four hour minimum charge shall apply (show-up) charge.

Working Hours - Util-Locate, regular work week is Monday - Friday is 7:00 am - 5:00 pm. Any work scheduled to be performed outside of normal work hours is subject to overtime rates.

PAYMENT TERMS - PAYMENT TERMS - 30 days net. The client agrees invoices rendered for professional or technical services are due when received. Invoices will be deemed past due if unpaid within thirty (30) days from date of invoice and any balance due after 45(forty five) days will be charged 15 % per month until paid in full. All invoice errors or necessary corrections shall be submitted to Util-Locate within (15) days of receipt of the invoice; thereafter the client acknowledges the invoice is correct and valid for payment due to Util-Locate, reserves the right to terminate services to the client without notice if the clients account is not paid currently. Upon such a termination of services, the entire amount accrued for all services performed shall immediately become due and payable to Util-Locate. The company or responsible party requesting UTIL-LOCATE's services guarantees payment of all indebtedness incurred by them for rendered service, whether now due or hereafter incurred. The service requestor/responsible party also agrees to pay reasonable collection and/or attorney's fees incurred in the collection of such indebtedness. Please note that a signature by a company representative validates the work provided and the guarantee shall remain in full force and effect. The validity, its construction, interpretation and enforcement of this agreement and the rights of the parties hereto shall be determined under, governed by, and constructed in accordance with the laws of the State of California. The client waives any and all claim against Util-Locate, its subsidiaries, affiliates, servants and agents in connection with termination of work/services pursuant to this.

CERTIFIED PAYROLL - Certified payroll requests will have a processing fee applied to each invoice of \$100.00 - LCP (additional \$50.00)

New clients: are COD and must submit credit card payment prior to dispatch. NOTE: We will not process payment until work has been completed.

NOTE: Util- LOCATE will not schedule or dispatch any technicians for proposed work - unless the proposal is "signed" and returned to us in a timely manner prior to starting work.

CONTRACTUAL ADDITIONS - Util-Locate will undertake professional responsibility for only the services provided pursuant to this agreement, and only pursuant to the terms and conditions of the agreement. In particular, and without limitation, Util-Locate, will not be responsible for delays or other matters beyond its control within reason; for inaccurate or incomplete information provided to it by Client, co-consultants or other reasonably reliable sources; for the conditions of which it was not actually informed; for unauthorized modifications to or deviations from Util-Locate, instruments of service or the use of un-finalized instruments of service for any purposes including bidding or cost estimating; for the specification of products or equipment for purposes consistent with the manufacturer's published literature; for materials and equipment decisions made by others; for the services and instruments of service provided by others even if incorporated into Util-Locate's instruments of service for ease of reference or otherwise; for the performance of the projects contractors and materials suppliers means, methods, techniques, sequences or procedures, including without limitation investigation or demolition procedures and safety precautions and programs; and for the actions or inactions of others including utility companies, other consultants and governmental or quasigovernmental agencies.

The services being provided for by Util-Locate, does not relieve the Client of the responsibility of having to comply with California Government Code 55-4216-4216.9. It is expressly understood by the Client that Util-Locate, services are not a substitute for compliance with California Government Code 554216-4216.9.

In recognition of the relative risks, rewards and benefits of the project to both the Client and Util-Locate, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Util-Locate's, total Liability to the Client and to any other third party for any and all injuries, claims, losses, expenses, damages or claims of expenses arising out of this agreement from any cause or causes that shall not exceed Util-Locate's, fee. Such causes include, but are not limited to, Util-Locate's, negligence, short liability, breach of contract of warranty.

The Client waives all rights against Util-Locate, for damages caused by fire, water, wind, or any other perils to the extent covered by any type of property insurance applicable to the claimed damage or loss. This waiver of subrogation shall be effective even though that person or entity would otherwise have a duty of indemnification.

Access - Util-locate will not be responsible or held liable for inaccessible areas or locked, compartments, rooms etc. in relation with our investigation process. It is client's responsibility to make sure that the designated work area at the job site, and all work areas part of utility investigation, are made accessible on the date of service.

CLIENT:
PROJECT NAME:
PROJECT ADDRESS:

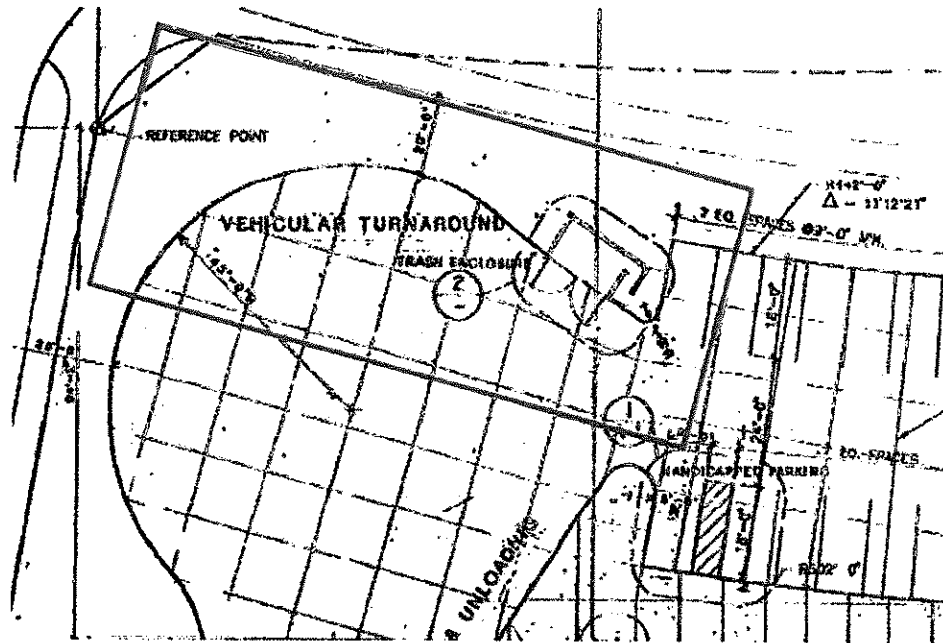
Etiwanda School District
CP Lightfoot ES
6989 Kenyon Way, Rancho Cucamonga, CA 91701

pg. 3



Exhibit (Work Limits)
Image Provided

CP
Lightfoot



CLIENT:
PROJECT NAME:
PROJECT ADDRESS:

Etiwanda School District
CP Lightfoot ES
6989 Kenyon Way, Rancho Cucamonga, CA 91701

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UTIL-LOCATE - BID PROPOSAL

DATE: 01/23/2023 **Private** ☐ **Prevailing Wage** ☒ (Please Indicate Type of Work)
CLIENT: Etiwanda School District
PROJECT NAME: CP Lightfoot ES
PROJECT ADDRESS: 6989 Kenyon Way, Rancho Cucamonga, CA 91701

ACCOUNTING INFO: **NAME:** **EMAIL:** **PHONE:**

Underground (Sub-Surface) Utility-line Locating, Field Mapping and AutoCAD Services.

CONTRACT AMOUNT: \$2,000.00

****CLIENT MUST PROVIDE AUTOCAD, DWG FILE, OR PDF****

Potholing is "highly recommended" to expose and document the exact: depth, size, direction, and material of pipe or line.

☐ - Check Box For A Potholing Estimate

Ground Marking (Utility Markouts) Removal is a separate service not included.

☒ - Check Box For A Marking Removal Estimate

This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

DISCLAIMER: Util-Locate's Technicians are Professional Competent Multiple Utility-line Locators. All work will be performed diligently to the up-most best effort of competence in subsurface investigating. All investigative-work is subject to any uncontrollable geophysical condition of the job site and to the EM science in-which, all infrastructures may not be detectable. There are no guarantees that every underground pipeline and or cable line will be found in this investigation due to this un-perfected science. (See Pg.3 for our Terms and Conditions)

THIS IS A BID PROPOSAL WITH A GENERAL DESCRIPTION OF THE PROJECT AND COST

ACCEPTANCE OF PROPOSAL / CONTRACT AGREEMENT

You hereby authorized the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms

PROPOSAL AMOUNT

APPROVED

Company Owner/Authorized Representative

Mike [Signature]
Director of Operations and Facilities
Etiwanda School District

DATE: _____

01/23/2023
(Print Name)

CLIENT:
PROJECT NAME:
PROJECT ADDRESS:

Etiwanda School District
CP Lightfoot ES
6989 Kenyon Way, Rancho Cucamonga, CA 91701

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Etiwanda School District Agreement for Professional Services

Please check type of service: **Consultant**

Originating School or Department: **Business Department**

Date: **02/09/2023**

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. **THIS AGREEMENT** is made and entered into this **02/09/2023** (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and **Armstrong & Brooks Consulting Engineers**, (hereafter "CONTRACTOR") located at

Address: **1350 Chase Dr.** City: **Corona** Zip: **92881**

Social Security Number or Taxpayer I.D. No. (for 1099): _____

2. **TERM:** The term of this agreement shall be for the period commencing on **02/08/2023** (date) through **completion of project** (date) inclusive; or, services shall be provided on the following

dates _____

3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):
TOPOGRAPHIC SURVEY FOR TRASH ENCLOSURE PROJECT AT CARYN ELEMENTARY
(Proposal J.N. 123.2152S)

4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of **\$ 2,905.00** for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.

5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:**



If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR:
Dennis G. Armstrong, P.E.
Principal

Signature of CONTRACTOR

Date

ETIWANDA SCHOOL DISTRICT:
Michael Higgins-Director of Operations & Facilities

Signature of Superintendent/Designee

Date

AGREEMENT TERMS & CONDITIONS

1. **STATUS OF CONTRACTOR:** It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. **WORKMEN AND SUB CONTRACTOR:**
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. **ANTI DISCRIMINATION:** It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:** All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. **HOLD HARMLESS CLAUSE:** The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. **INSURANCE:** The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. **PAYMENT:** Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
- (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
 - (b) The cost of defective work which the Contractor has not remedied.
 - (c) Penalties for violation of labor laws.
 - (d) Damage to the DISTRICT or another subcontractor.
 - (e) Site clean-up.
8. **ASSIGNMENTS OF CONTRACT:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. **AGREEMENT CHANGES:** No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. **NOTIFICATION:** Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. USE OF MATERIALS: CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. AUDITS: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. LABOR CODE: Should this Project exceed One Thousand Dollars (\$1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles 1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at <https://www.dir.ca.gov/public-works/prevailing-wage.html>. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
 - (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. PROTECTION OF WORK & PROPERTY: The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. ACCESS TO WORK: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. OCCUPANCY: DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. FORCE MAJEURE CLAUSE: The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. PERMITS AND LICENSES: The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. CLEAN UP: Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. REBATES: Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

J.N. 123.2152S
January 20, 2023

Etiwanda School District
6061 East Ave.
Etiwanda, CA 91739



Civil Engineering-Water Resources-Surveying

Attn: Mr. Ruben Lorita
Supervisor of Grounds

Re: Proposal Civil Engineering Services – Topographic Survey
Trash Enclosure Caryn Elementary School – Etiwanda School District

Dear Mr. Lorita:

Thank you for this opportunity to provide the Etiwanda School District with a proposal to perform a topographic survey for Trash Enclosure project at Caryn Elementary School. The items listed in this proposal are based on our review of the scope of provided by Ruhnau Clarke Architects together with our experience in performing tasks of similar scope for school Districts throughout the Southern California region.

On the succeeding pages of this proposal I have outlined the work included in performing the requested survey and compiling the collected data into a topographic siteplan for future design needs. The scope of work in this proposal is subject to your review and approval and any deletion or addition of line items will result in an appropriate fee adjustment.

Thank you again for this opportunity to be of service and should you have any questions or comment regarding the contents of this proposal, please do not hesitate to call. I look forward to working with you and your associates on this project.

Sincerely,

A handwritten signature in black ink, reading "Dennis G. Armstrong". The signature is fluid and cursive, with the first name "Dennis" and last name "Armstrong" clearly legible.

Dennis G. Armstrong, P.E.
Principal

**TOPOGRAPHIC SURVEY – TRASH ENCLOSURE PROJECT & ADA POT
CARYN ELEMENTARY – ETIWANDA SCHOOL DISTRICT
PROPOSAL FOR PROFESSIONAL SURVEYING SERVICES**

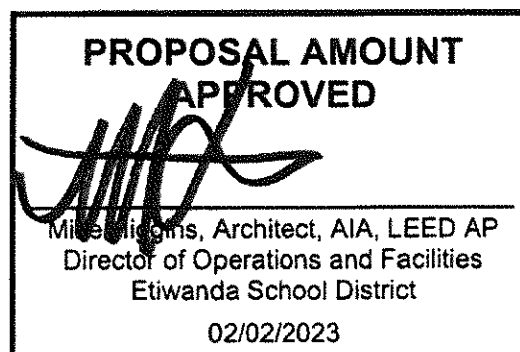
SECTION I - Scope of Work and Fees

123.2152S.1 – Field Topographic Survey

- .01 Update Record Siteplan(LS) \$ 290
- * Research and review existing on-site record drawings
 - * Update Architectural siteplan to reflect location of existing on-site infrastructure improvements
 - * Compile record data and convert into A&B standard digital format to identify location of record boundary and on-site improvements
- .02 Field Topographic Site Survey(LS) \$ 2,380
- * Establish Temporary On-Site Horizontal & Vertical Control
 - * Establish two on-site temporary benchmarks for future construction
 - * Perform Field Topographic Survey of existing parking, drive aisle and trash enclosure, landscape and hardscape improvements within the limits of work identified in the RFP
 - * Topographic survey to pick up topographic culture including, but not limited to existing canopy edge and caliper of trees at 18" above finish grade, three (3) spots around existing tree bases, plant material/shrub plantings record edge of massing, existing invert elevations of drainage structures, pipe (along with their sizes if available), storm culverts and swales, any overhead utilities in the project area, street-light fixtures, utility boxes and vaults, fire hydrants, curbs, edge of pavements (identity paving type), edges and ramps at intersections, fences, and walls, existing buildings (capture overhangs, doorways and threshold elevations and finish floor elevations)
 - * Compile record information and Field Topographic Survey to generate Topographic Site Plan, with six-inch contours spot elevations at a maximum of 20' apart in any direction for non-built areas
- .03 Project/Agency Coordination(LS) \$ 235
- * Meetings and coordination with District & Architect
 - * Preparation of Submittal Packages

Estimated Fee – Field Topographic Survey: \$ 2,905

TOTAL ESTIMATED FEE – Field Topographic Survey: \$ 2,905



**TOPOGRAPHIC SURVEY – TRASH ENCLOSURE PROJECT & ADA POT
CARYN ELEMENTARY – ETIWANDA SCHOOL DISTRICT
PROPOSAL FOR PROFESSIONAL SURVEYING SERVICES**

SECTION II - Exclusions and/or Conditions of Proposal

1. Owner shall be responsible for the payment of all filing, processing and permit fees required by the governing agencies.
2. Deliverables shall be in accordance with the specifications in the request for proposal
3. Excludes vertical survey control tied into an existing County or City Benchmark
4. Excludes boundary survey & resolution.
5. Excludes a Field Topographic Survey of on-site site improvements other than those described in this proposal.
6. Excludes a Field Topographic Survey of off-site improvements outside the limits identified in the RFP exhibit.
7. Excludes research and compilation of off-site base map to identify public infrastructure
8. Excludes the filing of a Record of Survey to identify found and missing monumentation, if any.
9. Excludes the preparation and processing of legal descriptions, plat maps and deeds for dedication of additional rights-of-way and/or easements other than those explicitly stated in this proposal
10. Proposals for any of the aforementioned items, if deemed required, will be provided upon request.
11. Progress billings shall be issued in accordance with Etiwanda School District payment schedule.

**TOPOGRAPHIC SURVEY – TRASH ENCLOSURE PROJECT & ADA POT
CARYN ELEMENTARY – ETIWANDA SCHOOL DISTRICT
PROPOSAL FOR PROFESSIONAL SURVEYING SERVICES**

**Billing Rate Schedule
2023**

<i>Professional Services</i>	<i>Rate</i>
<i>Principal</i>	<i>\$185/Hr.</i>
<i>Civil Engineer</i>	<i>\$160/Hr.</i>
<i>Designer</i>	<i>\$115/Hr.</i>
<i>Draftsperson</i>	<i>\$95Hr.</i>
<i>2 Man Survey Crew</i>	<i>\$185/Hr.</i>
<i>Miscellaneous Services</i>	<i>Rate</i>
<i>Travel Time</i>	<i>\$70/Hr.</i>
<i>Secretary</i>	<i>\$70/Hr.</i>
<i>Reimbursable Expenses</i>	<i>Cost + 10%</i>

Hourly Rates are chargeable in one-quarter hour increments and are subject to change January 1, 2024

EVENT ID#:30047123



Perdew Elementary 5th Grade Celebration (30047123)

Tuesday, May 23,
2023

EVENT CONTRACT

ACCOUNT: Perdew Elementary School
CONTACT: Bonnie Rodriguez
EMAIL: bonnie_rodriguez@etiwanda.org
PHONE: 909-803-3316
ADDRESS:

SALES MANAGER: Megan Davidson
EMAIL: megan.davidson@ilovebigals.com
PHONE: 909-321-2813

EVENT SUMMARY

Date	Time	Location	Areas	Event Type	Guests	Rental
5/23/ 2023	10:00 am - 12:00 pm	Big Al's Ontario	Twelves ALL	Youth Party Package	100	

SPACE

Qty		Price	Total
100	Youth Party Package: 2 Hours of Bowling + Shoes 45 Minutes of Unlimited Arcade Play (TICKET ACCUMULATION DOES NOT APPLY) Pizza + Unlimited Soda	\$20.00	\$2,000.00

FOOD

Qty		Price	Total
10	Cheese Pizza		
10	Pepperoni Pizza		

BEVERAGE

Qty		Price	Total
12	Pitcher of Soda <i>Refillable</i>		

SPECIAL INSTRUCTIONS**Due: 5/16/2023**

Cannot decrease guest count after the above date. ONE WEEK prior to Event Date.

Client is responsible to make any and all changes to contract by the date above, including final guest count. No changes can be made to contract after above date.

- We do require a minimum of 50 kids/teens
- **Adults ARE NOT INCLUDED**

Youth Party Package (each student):

2 Hours of Bowling + Shoes

45 Minutes of Unlimited Arcade Play

Pizza + Unlimited Soda

Youth Group Party Package (Students divided into two color groups):

10:15am - 11:00am

Arcade: Yellow**Bowling/Boardroom Games: Blue**

This group will get Pizza Lunch at 10:30am

They may eat in the Boardroom or the Bowling Lane Area

11:00am - 11:45pm

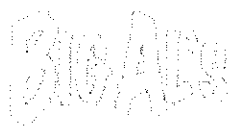
Arcade: Blue**Bowling/Boardroom Games: Yellow**

This group will get Pizza Lunch at 11:15am

They may eat in the Boardroom or the Bowling Lane Area

Kids lining up at 11:45am - 12:00pm to get on buses**ESTIMATED BILLING**

		Total
Party Package		\$2,000.00
Subtotal		\$2,000.00
Sales Tax	7.75%	\$189.10
Service Charge	22.0%	\$440.00
Grand Total		\$2,629.10
Deposit	Unpaid	\$394.37
Estimated Amount Due		\$2,629.10
Event Minimum	Total	
	-\$0.00 Met	



Perdew Elementary 5th Grade Celebration (30047123)

Tuesday, May 23,
2023

TERMS AND CONDITIONS

CONTRACT OF FUN- Kid/Teen Parties

ALL EVENTS DETAILS:

DEPOSITS: Events booked will require a non-refundable 50% deposit that is due at the time of booking. Deposits are based on the estimated total on the contract at the time of booking to secure the reservation. The deposit will be applied to the final bill at the conclusion of the event. No refunds will be given once the deposit is collected.

Due to COVID-19 - any deposits received can be refunded without penalty if Big Al's location is closed due to state regulations and/or State/County officials place a 'Stay-at-Home' order for all residents that restricts any gatherings.

CANCELLATION: No-Call/No-Show and/or Cancellations received the day of the scheduled event will forfeit the non-refundable deposit. Client will need to reschedule the event within 30 days of the original contract date to apply the non-refundable deposit. After 30 days, client will forfeit the non-refundable deposit.

SERVICE CHARGE: A 22% Service Charge will be applied and is subjected to change from the estimated total listed on the contract based on final bill. All transactions within the duration of an event will be subject to the 22% Service Charge.

TAXES: Tax amount is an estimated total and is subject to change when closing out the final bill.

CHANGES: All changes regarding the contract and/or guest count are due ONE WEEK prior to the event. Client is responsible for contacting the events department with any changes. No changes to the contract can be made within the week.

IMPORTANT DETAILS:

Late arrivals do not extend time of party.

Final bill is based on guest count confirmed on the contract. If not all guests show up for party, you still pay for what is confirmed on contract. We cannot split final bill into separate checks. One payment must be collected.

Additional guests at time of event are subject to per person cost to be paid by client.

Please do not hang, tape, drill or add any décor to our space/walls without approval.

We do not allow outside food or drink. Cake(s) are okay! Have a guest with a severe allergy? We allow them to bring any food they need.

Coupons and gift certificates are applied the date of event and must be presented to Event Captain or Manager in advance.

Room and lane locations are not guaranteed; we reserve the right to switch rooms/lanes without notice.

Some areas have age restrictions. We will ask any guest under the age of 21 to leave the space. Ensure you are booked in the correct space.

We accept all major credit cards. In store, we do not accept Personal Check, PayPal or unauthorized payment applications. All payments are due at the conclusion. The Store does not have access to card on file at Corporate that was used at time of booking.

Big Al's has the right to revoke alcohol service at any time, to any guest or event. Guests that have their alcohol rights removed by Big Al's must be held accountable by the company that booked the event. If anyone in your event causes damage to our property or structure the booked event may be held accountable.

FUN BOWLING DETAILS:

In an effort to make your experience FUN & those around you FUN please peek at these guidelines.

Only one person on the bowling lane approach at a time. (except when assisting a small child).

Crossing the foul line is not permitted. You may fall. That will result in a NO-FUN experience.

Take Turns! Make sure your neighbor is not bowling the same time you are.

Please do not try and toss our bowling balls as far as you can down the lane. This breaks our equipment and we may charge you for it.

Always be certain the pin-setter has completed its cycle prior to bowling.

Stuck Ball? Hit the Service Button—we will retrieve it for you.

The Ball-Return can bite you and cause bodily harm. Do not put hands, feet, food, anything in there. Be patient for the ball(s) to come out.

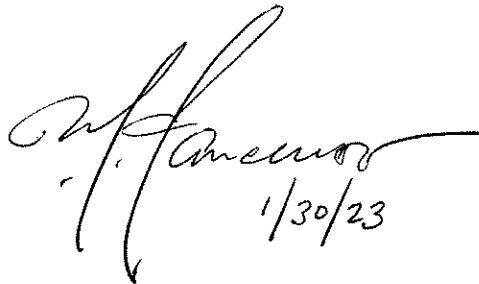
Signature is required to complete original contract and remains valid with any modifications to revised contracts and/or changes to guest count.

Client Signature

Printed Name: Bonnie Rodriguez

Signed: 1/21/2023 at 8:58 am

Bonnie Rodriguez

A handwritten signature in black ink, appearing to read 'Bonnie Rodriguez', with the date '1/30/23' written below it.

RC030223A-01

Print Form

Etiwanda School District Agreement for Professional Services

Please check type of service: **Contractor**

Originating School or Department: **Business Department**

Date: **07/13/2022**

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. **THIS AGREEMENT** is made and entered into this 07/13/2022 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and KC Services (hereafter "CONTRACTOR") located at Address: 11839 Nyack Rd City: Victorville Zip: 92392
Social Security Number or Taxpayer I.D. No. (for 1099): _____
2. **TERM:** The term of this agreement shall be for the period commencing on 07/01/2022 (date) through 06/30/2023 (date) inclusive; or, services shall be provided on the following dates _____
3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):
OPEN PO FOR WAXING/POLISHING AND WASHING BUSES FOR 2022-2023
4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$16,300.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.
5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:**
☐ If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR:


Signature of CONTRACTOR

07/18/2022
Date

ETIWANDA SCHOOL DISTRICT:


Signature of Superintendent/Designee

7/21/2022
Date

AGREEMENT TERMS & CONDITIONS

1. **STATUS OF CONTRACTOR:** It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. **WORKMEN AND SUB CONTRACTOR:**
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. **ANTI DISCRIMINATION:** It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:** All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. **HOLD HARMLESS CLAUSE:** The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. **INSURANCE:** The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. **PAYMENT:** Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
- (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
 - (b) The cost of defective work which the Contractor has not remedied.
 - (c) Penalties for violation of labor laws.
 - (d) Damage to the DISTRICT or another subcontractor.
 - (e) Site clean-up.
8. **ASSIGNMENTS OF CONTRACT:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. **AGREEMENT CHANGES:** No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. **NOTIFICATION:** Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. USE OF MATERIALS: CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. AUDITS: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. LABOR CODE: Should this Project exceed One Thousand Dollars (\$1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles 1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at <https://www.dir.ca.gov/public-works/prevaling-wage.html>. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
 - (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. PROTECTION OF WORK & PROPERTY: The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. ACCESS TO WORK: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. OCCUPANCY: DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. FORCE MAJEURE CLAUSE: The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. PERMITS AND LICENSES: The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. CLEAN UP: Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. REBATES: Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

KC SERVICES.

11839 Nyack rd
Victorville, CA, 92392
909-720-7780

SLOMELI 1975@GMAIL.COM

June 30, 2022

Etiwanda School District
6061 East AVE,
Etiwanda, CA. 91739

To whom it may concern, Due to a recent spike in prices on materials our prices for this year will increase \$ 3.00 per bus, in addition a \$ 20.00 will be added to the bill as a fuel surcharge

Bus wash \$18.00

Bus roof cleaning \$18.00

Polishing aluminum wheels \$30.00 per wheel

Bus polishing (large buses) \$285.00

Bus polishing (small buses) \$210.00

PROPOSAL AMOUNT
APPROVED


Mike Higgins, Architect, AIA, LEED AP
Director of Operations and Facilities
Etiwanda School District

Date: _____

Thanks again for considering us to be your service provider on bus washing services. Our company offers an honest, on time and reliable service.

Sincerely, Salvador Lomeli

Etiwanda School District Agreement for Professional Services

Please check type of service: ☒ Contractor

Originating School or Department: Summit Intermediate

☒ Date: 01/31/2023

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. **THIS AGREEMENT** is made and entered into this 01/31/2023 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and

In N Out Burger, (hereafter "CONTRACTOR") located at

Address: 13502 Hamburger Lane City: Baldwin Park Zip: 91706

Social Security Number or Taxpayer I.D. No. (for 1099): _____

2. **TERM:** The term of this agreement shall be for the period commencing on 01/31/2023 (date) through 5/25/2023 (date) inclusive; or, services shall be provided on the following

dates Tuesday, May 23, 2023

3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):
In N Out Cookout Truck for Summit's 8th grade picnic. Minimum cost is \$2,300.00. Estimate is 350 meals at \$4,498.56.

4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 4,498.56 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.

5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:**

☒ If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR:

[Signature]
Signature of CONTRACTOR

1/31/23
Date

ETIWANDA SCHOOL DISTRICT:

[Signature]
Signature of Superintendent/Designee

1/31/23
Date

AGREEMENT TERMS & CONDITIONS

1. **STATUS OF CONTRACTOR:** It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. **WORKMEN AND SUB CONTRACTOR:**
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. **ANTI DISCRIMINATION:** It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:** All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. **HOLD HARMLESS CLAUSE:** The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
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14. **GOVERNANCE:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. **AUDITS:** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
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24. **CLEAN UP:** Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
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27. **TERMINATION:** DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. **DISPUTES:** In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. **DEBARMENT AND SUSPENSION:** In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. **ATTORNEY'S FEES:** If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. **DEFAULT BY CONTRACTOR:** Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.



In-N-Out Burger Cookout Agreement

Event ID#: E63467
13502 Hamburger Lane
Baldwin Park, CA 91706
(626) 813-8295

This Cookout Agreement (this "Agreement") is made and entered into as of 1/30/2023 (the "Effective Date"), by and between In-N-Out Burger and Summit Intermediate School (the "Customer"), located at 5959 East Ave Etiwanda, CA 91739.

Event Information:

Event ID#: E63467
Event Date: Tue, 5/23/2023
Client: Summit Intermediate School
Serve Time: 10:00 am - 12:30 pm
Duration: 2.5 Hours
Planned # of Meals: 350

Estimated Event Total:

\$4,498.56

Order:

Number of Trucks: 1
Description: **350 - Hamburgers, Cheeseburgers, Double-Doubles®, Chips and Drinks**

Event Address:

Summit Intermediate School
5959 East Avenue
Rancho Cucamonga, CA 91739
Event Name: Summitt Intermediate, herein
after the "Event"

Site Contact Information:

Gina Ristow
Phone: (909) 899-1704
Mobile: () -
Email: gina_ristow@etiwanda.org

Customer/Billing Details:

Summit Intermediate School
5959 East Ave, Etiwanda, CA 91739
Gina Ristow
Phone: (909) 899-1704
Mobile: () -

Key Dates:

Signed Contract Due: **2/5/2023**
Deposit Due: **2/5/2023**
Full Payment due: **5/23/2023**
Final Date for Refund: **5/9/2023**

I have read the above Event Information, and agree to the "Terms and Conditions" and any attachment or addendum and agree to all provisions therein.

1/31/2023

Date

Summit Intermediate
Company/Organization

Nichole Kellogg
Signature

Nichole Kellogg
Printed Name

TERMS AND CONDITIONS

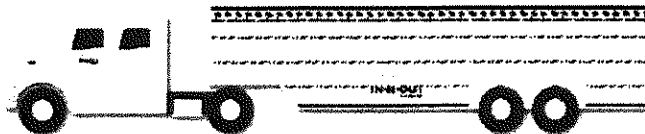
1. COSTS:

1. **PRICES, SALES TAX & MARK-UP:** The total cost of Customer's Event with The In-N-Out Burger Truck will be determined by the amount of food Customer orders prior to the Event, plus sales tax. The estimated total is based on:
 - Estimated Food Subtotal: \$3,675.00
 - Trip Charge: \$500.00
 - Over-time: \$0.00
 - Out-of-Area Surcharge: \$0.00
 - Estimated Sales Tax: \$323.56
2. Prices, terms and conditions quoted herein are subject to change. Should any such change occur, Customer will be notified no less than 60 days prior to the date of the Event.
3. **TRIP CHARGE** - There is a \$500 trip-charge, per-truck which will be in addition to the food minimum.
4. **FOOD MINIMUM CHARGE AND GUARANTEE:** The "food minimum charge" or "guarantee" is calculated in the following manner: (a) \$1,500 food minimum plus \$100 for every half hour of service time used beyond one and a half (1.5 hours) or 75% of your estimated order (based on the average meal, which is the cheeseburger price). Please note that product cannot be substituted for unused meals to satisfy the minimum. The food minimum for this event, based on the above event details, is **\$2,300.00**.
5. **INCIDENTAL CHARGES:** If unusual circumstances exist, In-N-Out Burger may assess an incidental charge. All such charges shall be noted in the Incidental Charges section prior to executing this Agreement.
6. **COLLECTION OF MONEY:** In-N-Out Burger will NOT collect any money from individuals attending the Event. Rather, Customer is responsible for selling and collecting all funds.
7. **DEPOSIT:** A \$500 deposit, per truck, is required to hold the date. Deposits are non-refundable if the Event is cancelled less than 14 days from the scheduled Event date. The receipt of Customer's deposit by In-N-Out Burger will confirm the reservation of the Event. The full amount of the deposit will be credited against the total charges for the In-N-Out Burger Truck service. MasterCard, Visa, Discover and American Express are accepted. Checks will be accepted, but must clear no less than 10 days prior to the Event date.
8. **BALANCE DUE:** Final payment must be made at the end of the Event, by check, VISA, MasterCard, Discover or American Express. Cash will not be accepted unless prior arrangements have been made.
9. **CANCELLATION:** If Customer chooses to cancel their Event or reschedule to a different date, this must be done 14 days prior to the Event date to receive any type of refund. Deposits are non-refundable after this time.

2. **SITE SELECTION:** In-N-Out Burger reserves the right to pre-approve the location of any event at which In-N-Out Burger Truck may appear and shall have the right, upon request, to inspect the site in advance. The In-N-Out Burger Truck requires a solid and level surface and sufficient space for parking both the truck and our employee support vehicle to accompany the truck for the duration of your event. In-N-Out Burger reserves the right to relocate the In-N-Out Burger Truck if it deems the parking area or any portion thereof, to be unacceptable. If the desired parking area requires property parking permits, In-N-Out Burger is not responsible for obtaining them. **Cookout Trucks require 85 feet of parking space, with 14 feet overhead clearance and a width of at least 11 feet.** In-N-Out Burger cannot park in any residential drive-ways. Please be aware that some areas may be inaccessible due to narrow or steep roads and low overhanging trees.

Truck Information

- Length: 65' - We will need about 85' for parking or 9-10 parking spaces
- Width: 10' - Safe width for access is 11'. Our entire set-up (EZ-up and table) will need 25' of space.
- Height: 13' (Safe clearance height of 14' needed)
- Bottom rail clearance height: 10", Rear tractor axle - front trailer axle spacing: 25'
- Weight: 50,000 Lbs.




Initial

3. **PROMOTIONAL MATERIALS:** The In-N-Out Burger name, logo, trademark and graphics ("Names and Marks") may only be used on printed materials relating to Customer's Event and may not be included in any form of electronic advertising, including, without limitation, radio, television, etc. All printed materials (including, without limitation, posters, tickets or other promotional materials) using the In-N-Out Burger's Names and Marks must be approved by the In-N-Out Burger Marketing Department in advance of production of such materials. Please e-mail any design to kluppi@innout.com for review (typically 24-hour turn-around and approvals). In-N-Out Burger reserves all rights, title and interest in and to its Names and Marks; Customer hereby acknowledges and agrees that by this Agreement In-N-Out Burger is not granting to Customer any license of any kind to use In-N-Out Burger's Names and Marks.
4. **FOOD HANDLING AND SERVICE:** Customer expressly understands and agrees that only In-N-Out Burger associates shall cook the burgers at the Event. In addition, Customer expressly agrees that no personnel, other than In-N-Out Burger associates, shall serve burgers to guests at the Event.
5. **CHANGES IN TERMS OF AGREEMENT:** In-N-Out Burger Cookout Trucks do not carry extra product. In-N-Out Burger will only come prepared to serve what is ordered on page (1) of this Agreement (see "Order") and must all be served within the scheduled time. If Customer desires to change the time, location or menu of their Event as originally agreed to in this Agreement, Customer must inform In-N-Out Burger of such a change no later than seven (7) days prior to the scheduled date of the Event and is subject to availability. Please note that In-N-Out Burger may be unable to make any change in the Event if this advance notice is not provided.
6. **INSURANCE AND INDEMNIFICATION REQUIREMENTS:** Customer acknowledges and warrants that it has adequate liability insurance in place for the property where the Event is to be held. Upon In-N-Out Burger's request, Customer shall provide In-N-Out Burger with a Certificate of Insurance, or a copy of the homeowners' insurance policy, indicating that adequate liability insurance is in place for the property where the cookout is to be held.
- A. Except to the extent any action or claim arises out of the gross negligence or intentional misconduct of In-N-Out Burger or any of its employees, owners, officers, directors and agents, Customer hereby agrees to indemnify, defend and hold harmless In-N-Out Burger and its affiliates, related business entities, successors, assigns, employees, owners, officers, directors and agents, and each of them, from and against any and all actions or claims that Customer or Customer's guests, invitees and representatives may have, and against any and all other actions or claims, which in any way relate to or arise out of Customer's Event.
 - B. Except for any liability arising out of its gross negligence or intentional misconduct, In-N-Out Burger does not, and shall not be required to, assume any liability for any damages or losses arising from or relating to Customer's Event.
 - C. Customer hereby acknowledges and agrees that In-N-Out Burger and its employees, owners, officers, directors and agents shall not have any liability to Customer for any claims, liabilities or expenses arising out of or relating to the Event in excess of the fees actually paid by Customer to In-N-Out Burger pursuant to this Agreement, except to the extent any such claim, liability or defense has been finally judicially determined to have resulted primarily from the gross negligence or intentional misconduct of In-N-Out Burger.
7. **LIMITATION OF LIABILITY:** In no event shall In-N-Out Burger or any of its owners, officers, directors, employees, contractors or suppliers be liable to Customer for any punitive, special, exemplary, incidental, consequential or other indirect loss or damage (including, but not limited to, loss of profits, loss of revenue, loss of opportunity and loss of use) that may arise out of or in connection with this Agreement, including, but not limited to, damages or costs resulting from In-N-Out Burger's failure to provide the service regardless of whether such damages could have been foreseen, prevented or had been advised of. Under no circumstance will the collective liability of In-N-Out Burger and its owners, officers, directors, employees, contractors or suppliers, for any damages incurred, ever exceed the amount paid or payable by Customer to In-N-Out Burger under this Agreement regardless of the form of action, whether based on contract, tort, negligence, strict liability, products liability or otherwise.

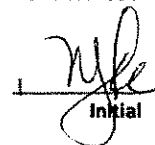


Initial

8. **RIGHT TO RESCIND:** In-N-Out Burger reserves the right, at any time, to unilaterally rescind this Agreement and/or to deny service to Customer, even after the Event has commenced, if Customer's Event is not conducted (or any person related to the Event does not conduct themselves) in a manner consistent with applicable law and the policies, practices or image of In-N-Out Burger. In particular, In-N-Out Burger is committed to providing and supporting a drug-free environment for its customers and Associates. In-N-Out Burger may, on its own discretion, unilaterally rescind this Agreement and/or deny service to Customer should Customer's Event in any way involve or support illegal or legal drug use, including marijuana, or drug paraphernalia, which shall include equipment, products, and materials of any kind whose primary design function is for use in growing, harvesting, manufacturing, producing, processing, preparing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing such drugs into the human body.
9. **GOVERNING LAW AND VENUE:** The laws of the State of California shall govern this Agreement. If a dispute arises in connection with or relating to this Agreement, it shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in Orange County, California, and the parties consent to the personal and exclusive jurisdiction and venue of these courts.
10. **FORCE MAJEURE:** The parties to this Agreement will be excused from the performance of this Agreement in whole or in part if the performance by In-N-Out Burger or Customer of any of its material obligations under this Agreement is prevented by operation of law or any cause beyond the reasonable control of such party, including without limitation fire, flood, disruption of transportation (but not the failure of a party to reasonably anticipate possible transportation delays), earthquake, public disaster, strike, labor dispute or unrest, accident, breakdown of electrical or other equipment, riot, war, insurrection, civil unrest, Act of God, any act of any legal or governmental authority (all of which causes are referred to as "events of force majeure"). If the Event is cancelled or curtailed because of the occurrence of any of the foregoing events of force majeure, In-N-Out Burger shall remit the full portion of the deposit, less any out-of-pocket costs incurred by In-N-Out Burger, in connection with the cancelled or curtailed Event.
11. **MISCELLANEOUS:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior offers, negotiations and agreements. Only a written agreement executed by the parties shall modify or amend this Agreement. If any provision of this Agreement is declared invalid, the remaining provisions shall remain in full force and effect. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
12. **PRODUCT PRICES:** The total cost of Customer's cookout Event will be determined by the amount of food used, at the current prices below and other charges described on page one or the "Minimum Charge" of \$1,500.00, whichever is higher. Prices, terms and conditions quoted are subject to change; should this occur, Customer will be notified no less than 60 days prior to the cookout date.

<u>Individual Items:</u>	<u>Cost</u>	<u>Meals Including Chip & Drink:</u>	<u>Cost</u>
Hamburgers	\$4.80 + tax	Hamburger Meal	\$8.40 + tax
Cheeseburgers	\$5.30 + tax	Cheeseburger Meal	\$8.90 + tax
Double-Doubles®	\$6.90 + tax	Double-Double® Meal	\$10.50 + tax
Grilled Cheese	\$4.70 + tax	Grilled Cheese Meal	\$8.30 + tax
20 oz. Fountain Drinks	\$2.35 + tax		
Chips	\$1.25 + tax		

13. **FUNDRAISING POLICY:** If Customer chooses to sell tickets as a fundraiser for an organization, In-N-Out Burger maintains a strict policy on maximum fund raiser prices that may be charged for our products. The maximum markup on each item is 25% on top of the cost, before sales tax. If at any time these price maximums are exceeded, Customer's cookout event will be terminated.


Initial

NH030223R-01

Print Form

Etiwanda School District Agreement for Professional Services

Please check type of service: ☒ Presenter

Originating School or Department: West Heritage Elementary ☒ Date: 01/30/2023

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. **THIS AGREEMENT** is made and entered into this 01/30/2023 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and EBK & Co. -US Engineering League, (hereafter "CONTRACTOR") located at Address: 2933 S. Walker Ave. City: Ontario Zip: 91761
Social Security Number or Taxpayer I.D. No. (for 1099): _____
2. **TERM:** The term of this agreement shall be for the period commencing on 04/21/2023 (date) through 05/05/23 (date) inclusive; or, services shall be provided on the following dates April 21, 28, and May 5, 2023
3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):
Company will provide hands on STEAM activities to students in person on May 9, 10, and 12, 2022, for students in grades TK-5. All activities will be hands on and grade level appropriate. Company will provide staffing for each classroom rotation.
4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 6,500 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.
5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:**
☒ If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR: EL
Signature of CONTRACTOR
ETIWANDA SCHOOL DISTRICT: [Signature]
Signature of Superintendent/Designee

1/30/2023
Date
2/10/23
Date

AGREEMENT TERMS & CONDITIONS

1. **STATUS OF CONTRACTOR:** It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. **WORKMEN AND SUB CONTRACTOR:**
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. **ANTI DISCRIMINATION:** It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:** All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. **HOLD HARMLESS CLAUSE:** The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. **INSURANCE:** The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. **PAYMENT:** Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
- (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
 - (b) The cost of defective work which the Contractor has not remedied.
 - (c) Penalties for violation of labor laws.
 - (d) Damage to the DISTRICT or another subcontractor.
 - (e) Site clean-up.
8. **ASSIGNMENTS OF CONTRACT:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. **AGREEMENT CHANGES:** No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. **NOTIFICATION:** Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. USE OF MATERIALS: CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. AUDITS: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. LABOR CODE: Should this Project exceed One Thousand Dollars (\$1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles 1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at <https://www.dir.ca.gov/public-works/prevailing-wage.html>. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
 - (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. PROTECTION OF WORK & PROPERTY: The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. ACCESS TO WORK: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. OCCUPANCY: DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. FORCE MAJEURE CLAUSE: The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. PERMITS AND LICENSES: The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. CLEAN UP: Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. REBATES: Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

Print Form

Etiwanda School District Agreement for Professional Services

Please check type of service: **Presenter** ☒Originating School or Department: **West Heritage Elementary** ☒ Date: 02/13/2023

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. **THIS AGREEMENT** is made and entered into this 02/13/2023 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and Amy's Farm, (hereafter "CONTRACTOR") located at
Address: 7698 Eucalyptus Ave City: Ontario Zip: 91762
Social Security Number or Taxpayer I.D. No. (for 1099): 33-0392136
2. **TERM:** The term of this agreement shall be for the period commencing on 03/21/2023 (date) through 03/21/2023 (date) inclusive; or, services shall be provided on the following dates _____
3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):
TK field trip
4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 370.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.
5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:**
☐ If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR:

Sandy R. Schemm
Signature of CONTRACTOR

2/13/23
Date

ETIWANDA SCHOOL DISTRICT:

[Signature]
Signature of Superintendent/Designee

2/14/23
Date

AGREEMENT TERMS & CONDITIONS

1. **STATUS OF CONTRACTOR:** It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. **WORKMEN AND SUB CONTRACTOR:**
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. **ANTI DISCRIMINATION:** It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:** All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. **HOLD HARMLESS CLAUSE:** The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. **INSURANCE:** The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. **PAYMENT:** Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
- (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
 - (b) The cost of defective work which the Contractor has not remedied.
 - (c) Penalties for violation of labor laws.
 - (d) Damage to the DISTRICT or another subcontractor.
 - (e) Site clean-up.
8. **ASSIGNMENTS OF CONTRACT:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. **AGREEMENT CHANGES:** No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. **NOTIFICATION:** Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. USE OF MATERIALS: CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. AUDITS: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. LABOR CODE: Should this Project exceed One Thousand Dollars (\$1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles 1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at <https://www.dir.ca.gov/public-works/prevailing-wage.html>. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
 - (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. PROTECTION OF WORK & PROPERTY: The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. ACCESS TO WORK: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. OCCUPANCY: DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. FORCE MAJEURE CLAUSE: The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. PERMITS AND LICENSES: The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. CLEAN UP: Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. REBATES: Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

WH030223R-C3

Print Form

Etiwanda School District Agreement for Professional Services

Please check type of service: ☒ Presenter ☐

Originating School or Department: West Heritage Elementary

☒ Date: 02/10/2023

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. **THIS AGREEMENT** is made and entered into this 02/10/2023 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and

Ocean Institute

, (hereafter "CONTRACTOR") located at

Address: 24200 Dana Point Harbor Dr City: Dana Point Zip: 92629

Social Security Number or Taxpayer I.D. No. (for 1099): 33-0203488

2. **TERM:** The term of this agreement shall be for the period commencing on 03/22/2023 (date) through 3/22/2023 (date) inclusive; or, services shall be provided on the following

dates _____

3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):
Living Systems program that introduces students to different systems we have in our local ocean ecosystems. They will also learn about different marine bird species, marine mammals, and conduct Science at sea during plankton tow. Pgm is for GATE/high achieving learners
4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 1,100.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.
5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:**



If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT

CONTRACTOR:

Robyn Lakeshute
Signature of CONTRACTOR

2/14/23
Date

ETIWANDA SCHOOL DISTRICT:

[Signature]
Signature of Superintendent/Designee

2/14/23
Date

AGREEMENT TERMS & CONDITIONS

1. **STATUS OF CONTRACTOR:** It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. **WORKMEN AND SUB CONTRACTOR:**
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. **ANTI DISCRIMINATION:** It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:** All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. **HOLD HARMLESS CLAUSE:** The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. **INSURANCE:** The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. **PAYMENT:** Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
 - (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
 - (b) The cost of defective work which the Contractor has not remedied.
 - (c) Penalties for violation of labor laws.
 - (d) Damage to the DISTRICT or another subcontractor.
 - (e) Site clean-up.
8. **ASSIGNMENTS OF CONTRACT:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. **AGREEMENT CHANGES:** No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. **NOTIFICATION:** Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. USE OF MATERIALS: CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. AUDITS: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. LABOR CODE: Should this Project exceed One Thousand Dollars (\$1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles 1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at <https://www.dir.ca.gov/public-works/prevailing-wage.html>. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
 - (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. PROTECTION OF WORK & PROPERTY: The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. ACCESS TO WORK: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. OCCUPANCY: DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. FORCE MAJEURE CLAUSE: The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. PERMITS AND LICENSES: The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. CLEAN UP: Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. REBATES: Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

**FORM OF AGREEMENT BETWEEN
OWNER AND CONSTRUCTION PROJECT MANAGER
(CONSTRUCTION MANAGEMENT)**

AGREEMENT made as of the 18th day of January in the year Two Thousand Twenty Three
BETWEEN the ETIWANDA SCHOOL DISTRICT, hereinafter called the OWNER, and
MILLER CONSTRUCTION hereinafter called the CONSTRUCTION MANAGER for the
following project:

HVAC REPLACEMENT AT GRAPELAND / D POD

The ARCHITECT for the project is: Ruhnau-Clarke Architects
3771 10th Street
Riverside, CA 92501

The OWNER and the CONSTRUCTION MANAGER agree as set forth in the following.

**TERMS AND CONDITIONS OF AGREEMENT BETWEEN
OWNER AND CONSTRUCTION MANAGER**

ARTICLE 1

**CONSTRUCTION MANAGER'S SERVICES
AND RESPONSIBILITIES**

The Construction Manager agrees to further the interests of the School District by furnishing the Construction Manager's skill and judgment in cooperation with, and in reliance upon, the services of an architect. The Construction Manager agrees to furnish business administration and management services and to perform in an expeditious and economical manner consistent with the interests of the Owner.

BASIC SERVICES

The Construction Manager's Basic Services consist of the two Phases described below and in Article 15, General Conditions.

1.1 PRECONSTRUCTION PHASE

1.1.1 Assign responsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and services for common use of Contractors. Verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

1.1.2 Review the Drawings and Specifications to provide that (1) the Work of the separate Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

1.1.3 Develop a Summary Project Construction Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each separate Contractor. Provide the Project Construction Schedule for each set of Bidding Documents.

1.1.4 Ensure that all Contracts for Construction are competitively bid when required by law.

1.1.5 Ensure the following requirements are included in all proposed contract documents.

1.1.5.1 Applicable requirements for equal employment opportunity programs shall be included in the proposed Contract Documents.

1.1.5.2 The following bonding requirements, at the noted limits, shall be included in the proposed contract documents:

- a. Performance bond at 100 percent of the contract amount
- b. Labor and material bond at 100 percent of the contract amount.

1.1.6 The Construction Manager shall not be a bidder on any individual contract within the project. However, the Construction Manager shall develop Bidders' interest in the Project, establish bidding schedules, and issue Bidding Documents to Bidders. Conduct pre-bid conferences to familiarize Bidders with the Bidding Documents and management techniques and with any special systems, materials or methods. Assist the Architect with the receipt of questions from Bidders, and with the issuance of Addenda.

1.1.7 With the Architect's assistance, the Construction Manager shall receive Bids, prepare bid summaries (SAB 515, Summary of Bids) and make recommendations to the Owner for award of Contracts or rejection of Bids. Summaries of bids representing all work in the project shall be submitted to the Office of Public School Construction as one package. A copy of the proposed contract for each successful bidder shall be included.

1.1.7.1 The summary of bids shall classify all bids according to State Allocation Board cost allowance categories. When a bid includes work in more than one cost category, the summary shall assign an appropriate amount to each.

1.1.7.2 The Construction Manager shall certify in writing that the contracts contained in the submittal represent all the prime contracts required to perform the work in the contract plans and specifications of the total project, and that no additional prime contracts are foreseen to complete the necessary work.

1.1.8 With the Architect's assistance, the Construction Manager shall conduct pre-award conferences with successful Bidders. Assist the Owner in preparing Construction Contracts.

1.2 CONSTRUCTION PHASE

The Construction Phase will commence with the award of the initial Construction Contract and, together with the Construction Manager's obligation to provide Basic Services under this Agreement, will end 30 days after acceptance by the Owner as indicated by the recording of the Notice of Completion.

1.2.1 The Construction Manager, in cooperation with the Architect and Inspector, shall provide administration of the Contracts for Construction.

1.2.2 Provide administrative, management and related services as required to coordinate Work of the Contractors with each other and with the activities and responsibilities of the Construction Manager, the Owner, the Architect and the Inspector to complete the Project in accordance with the Owner's objectives for cost, time and quality. Provide sufficient organization, personnel and management to carry out the requirements of this Agreement.

1.2.2.1 Schedule and conduct preconstruction, construction and progress meetings to discuss such matters as procedures, progress problems and scheduling.

1.2.2.2 Consistent with the Project Construction Schedule issued with the Bidding Documents, and utilizing the Contractor's construction schedules provided by the separate Contractors, update the Project Construction Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time procurement. Include the Owner's occupancy requirements showing portions of the Project having occupancy priority. Update and reissue the Project Construction Schedule as required to show current conditions and revisions required by actual experience.

1.2.2.3 Endeavor to achieve satisfactory performance from each of the contractors. Recommend courses of action to the Owner when requirements of a Contract are not being fulfilled, and the non performing party will not take satisfactory corrective action.

1.2.3 Incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

1.2.3.1 Recommend necessary or desirable changes to the Architect, the Inspector and the Owner,

review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect, the Inspector and the Owner, and if they are accepted, prepare and sign Change Orders for the Architect's signature and the Owner's authorization.

1.2.3.2 Develop and implement procedures for the review and processing of Applications by Contractors for progress and final payments. Make recommendations to the Architect for certification to the Owner for payment.

1.2.3.3 Provide regular monitoring of the approved estimates of Construction Cost, showing actual costs for activities in progress, and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise the Owner and the Architect whenever project costs exceed budgets or estimates.

1.2.3.4 Maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1.2.4 Ensure that safety programs are developed by each of the Contractors as required by their Contract Documents and coordinate the safety programs for the project.

1.2.5 Assist in obtaining building permits and special permits for permanent improvements. Verify that the Owner has paid applicable fees and assessments. Assist in obtaining approvals from authorities having jurisdiction over the Project.

1.2.6 If required, assist the Owner in selecting and retaining the professional services of surveyors, special consultants and testing laboratories. Coordinate their services.

1.2.7 Determine that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents. Endeavor to guard the Owner against defects and deficiencies in the Work. Make recommendations to the Architect and the Inspector regarding special inspection or testing of Work not in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed. Inform Architect and Inspector of Work that Project Manager believes to not conform to the requirements of the Contract documents and should be rejected by the Architect.

1.2.7.1 The Construction Manager shall not be responsible for construction means, methods, techniques, sequences and procedures employed by Contractors in the performance of their Contracts, and shall not be responsible for the failure of any Contractor to carry out Work in accordance with the Contract Documents.

1.2.8 Consult with the Architect and the Owner if any Contractor requests interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions which may arise.

1.2.9 Receive Certificates of Insurance from the Contractors, and forward them to the Owner's purchasing agent.

1.2.10 Receive from the Contractors and review all Shop Drawings, Product Data, Samples and other submittals. Coordinate them with information contained in related documents and transmit to the Architect for review and approval. In collaboration with the Architect, establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.

1.2.11 Record the progress of the Project. Submit written progress reports to the Owner, the Architect

and the Inspector including information on each Contractor and each Contractor's Work, as well as the entire Project, showing percentages of completion and the number and amounts of Change Orders. Keep a daily log containing a record of weather, Contractors, Work on the site, number of workers, Work accomplished, problems encountered, and other similar relevant data as the Owner may require. Make the log available to the Owner and the Architect.

1.2.11.1 Maintain at the Project site, on a current basis: a record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts or Work. Maintain records of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. Make all records available to the Owner, the Architect and the Inspector. At the completion of the Project, deliver all such records to the Architect for the Owner, such that the Architect may complete the record As-Built drawings.

1.2.12 Arrange for delivery and storage, protection and security for Owner-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project. Coordinate with or assign these activities to the appropriate contractor who is responsible for the installation of such materials, systems, and equipment.

1.2.13 With the Architect and the Owner's maintenance personnel, observe the Contractors' check-out of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing.

1.2.14 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall prepare for the Architect and the Inspector a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect and the Inspector in conducting inspections. After the Architect certifies the Date of Substantial Completion of the Work, the Construction Manager along with the Inspector shall coordinate the correction and completion of the Work.

1.2.15 Assist the Architect and the Inspector in determining when the Project or a designated portion thereof is substantially complete. Prepare for the Architect and the Inspector a summary of the status of the Work of each Contractor, listing changes in the previously issued Certificates of Substantial Completion of the Work and recommending the times within which Contractors shall complete uncompleted items on their Certificate of Substantial Completion of the Work.

1.2.16 Following the Architect's issuance of a Certificate of Substantial Completion of the Project or designated portion thereof, evaluate the completion of the Work of the Contractors and make recommendations to the Architect and the Inspector when Work is ready for final inspection. Assist the Architect and the Inspector in conducting final inspections. Secure and transmit to the Owner required guarantees, affidavits, releases, bonds and waivers. Deliver all keys, manuals, record drawings and maintenance stocks to the Owner.

1.2.17 The extent of the duties, responsibilities and limitations of authority of the Construction Manager as a representative of the Owner during construction shall not be modified or extended without the written consent of the Owner and the Construction Manager.

1.3 ADDITIONAL SERVICES

The following Additional Services shall be performed upon mutual agreement between the Owner and the Construction Manager and authorization in writing from the Owner, and shall be paid for as provided for in this Agreement.

- 1.3.1 Not used.
- 1.3.2 Services related to Owner-furnished furniture, furnishings and equipment which are not a part of the Project.
- 1.3.3 Consultation on replacement of Work damaged by fire or other cause during construction, and furnishing services in conjunction with the replacement of such Work.
- 1.3.4 Services made necessary by the default of a Contractor.
- 1.3.5 Preparing to serve or serving as a witness in connection with any public other, or legal proceeding.
- 1.3.6 Recruiting or training maintenance personnel.
- 1.3.7 Inspections of, and services related to, the Project after the end of the Construction Phase.
- 1.3.8 Providing any other services not otherwise included in this Agreement.

1.4 TIME

- 1.4.1 The Construction Manager shall perform Basic and Additional Services as expeditiously as is consistent with reasonable skill and care and the orderly progress of the project.
- 1.4.2 Should the Project schedule be extended due to unforeseeable or unknown circumstances beyond the Construction Manager's control, the Construction Manager's performance contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of paragraph 1.3.8, ADDITIONAL SERVICES, of this contract.

1.5 DUTIES OF ARCHITECT AND INSPECTOR

Notwithstanding any provision to the contrary included in this Agreement, nothing in this Agreement shall supersede any legal duty or obligation of the Architect or Inspector required to be performed.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

- 2.1 The Owner shall provide full information regarding the requirements of the Project, which shall set forth the Owner's objectives, constraints and criteria.
- 2.2 The Owner shall provide a budget for the project in the form of an Allowance for Construction issued by the Office of Public School Construction.
- 2.3 The Owner shall designate a representative authorized to act in the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall examine documents submitted by the Construction Manager and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Project Manager's services.
- 2.4 The Owner shall retain an Architect whose services, duties and responsibilities are described in the Agreement between the Owner and the Architect. The Terms and Conditions of the Owner-Architect Agreement will be furnished to the Construction Manager. Actions taken by the Architect as agent of the

Owner shall be the acts of the Owner and the Construction Manager shall not be responsible for them.

2.5 The Owner shall retain an Inspector approved by the Architect whose services, duties and responsibilities are described in the Agreement between the Owner and the Inspector. The Terms and Conditions of the Owner-Inspector Agreement will be furnished to the Construction Manager. Actions taken by the Inspector as agent of the Owner shall be the acts of the Owner and the Construction Manager shall not be responsible for them.

2.6 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.7 The Owner shall obtain such legal, accounting and insurance counseling services as may be required to perform its duties under this Agreement, including such auditing services as the Owner may require to verify the Project Applications for Payment or to ascertain how or for what purposes the Contractors have used the monies paid by or on behalf of the Owner.

2.8 The Owner shall furnish the Construction Manager a sufficient quantity of construction documents.

2.9 The services, information and reports required by Paragraphs 2.1 through 2.8, inclusive, shall be furnished at the Owner's expense, and the Construction Manager shall be entitled to rely upon their accuracy and completeness.

2.10 If the Owner observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Construction Manager, the Architect and the Inspector.

2.11 The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Project Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner in writing if any such independent action will in any way compromise the Construction Manager's responsibilities under this Agreement.

2.12 The Owner shall furnish the required information and services and shall render approvals, and decisions as expeditiously as necessary for the orderly progress of the Construction Manager's services and the Work of the Contractors.

2.13 The Owner shall provide for and require competent, adequate and continuous inspection during construction by an inspector satisfactory to the Architect and the Department of General Services. The inspector shall act under the direction of the Architect as the Board of Education may direct, and shall be responsible to the Board of Education.

ARTICLE 3

CONSTRUCTION COST

3.1 Construction Cost shall be the total of the final Contract Sums of all of the separate Prime Contracts and the General Condition costs.

3.2 Construction Cost does not include the compensation of the Inspector, Architect and the Architect's consultants, the cost of the land, rights-of-way or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.8, inclusive.

3.3 A fixed limit has been established under Paragraph 2.2 by the Allowance for Construction. The Construction Manager shall consult with the Architect and the Owner to suggest reasonable adjustments in the scope of the Project, and to suggest alternate Bids in the Construction Documents to adjust the Construction Cost to the fixed limit.

3.4 If the fixed limit of Construction Cost is exceeded by the sum of the lowest figures from bona fide Bids, the Owner shall (1) give written approval of an increase in such fixed limit, or (2) cooperate in revising the scope and the quality of the Work as required to reduce the Construction Cost. In the case of item (2), the Construction Manager, without additional compensation, shall cooperate with the Owner and Architect as necessary to bring the Construction Cost within the fixed limit.

ARTICLE 4

CONSTRUCTION SUPPORT ACTIVITIES

4.1 Responsibilities for construction support activities provided are enumerated under Article 15, GENERAL CONDITIONS.

ARTICLE 5

DIRECT PERSONNEL EXPENSE

5.1 Direct Personnel Expense is defined as the direct salaries of all of the Construction Manager's personnel engaged on the Project, excluding those whose compensation is included in the fee, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

ARTICLE 6

PAYMENTS TO THE CONSTRUCTION MANAGER

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 An initial payment as set forth in Article 14.2.1.1 is due on the initial submittal of bid documents required in Paragraph 1.1.7.

6.1.2 Subsequent payments for the Basic Services shall be made monthly and shall be invoiced on the basis set forth in Articles 14.2.1.1, 14.2.1.2 and 14.2.1.3.

6.1.3 When compensation is based on a percentage of the total of the Contract Sums of all the separate Contracts, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Article 14.1.1 based on the lowest figures from bona fide Bids or negotiated proposals.

6.2 PAYMENTS ON ACCOUNT FOR ADDITIONAL SERVICES

Payments on account of the Construction Manager's Additional Services, as defined in Article 1.3, shall be made monthly upon presentation of the Construction Manager's statement of services rendered or costs incurred.

6.3 PAYMENTS WITHHELD

No deductions shall be made from the Construction Manager's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in Work other than those for which the Construction Manager is held legally liable.

6.4 PROJECT SUSPENSION OR ABANDONMENT

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Construction Manager shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Construction Manager's compensation shall be equitably adjusted.

6.4.2 If construction of the Project has started and is stopped by reason or circumstances not the fault of the Construction Manager, the Owner shall reimburse the Construction Manager for the costs of the Construction Manager's Project-site staff as provided for by the Agreement. The Construction Manager shall reduce the size of the Project-site staff after 30 days delay, or sooner if feasible, for the remainder of the delay period as directed by the Owner and, during that period, the Owner shall reimburse the Construction Manager for the costs of such staff prior to reduction. Upon the termination of the stoppage, the Construction Manager shall provide the necessary Project-site staff as soon as practicable.

ARTICLE 7

CONSTRUCTION MANAGER'S ACCOUNTING RECORDS

7.1 Records of costs pertaining to services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

NOT USED

ARTICLE 9

TERMINATION OF AGREEMENT

9.1 This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

9.2 This Agreement may be terminated by the Owner upon at least 14 days written notice to the Construction Manager in the event that the Project is permanently abandoned, as determined in a resolution passed by the Board of Education.

9.3 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for all services performed to the termination date together with all reasonable termination expenses.

9.4 Termination Expenses are defined as costs directly attributable to termination for which the Construction Manager is not otherwise compensated.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 Unless otherwise specified, this Agreement shall be governed by the laws of the State of California.

10.2 Not Used.

10.3 Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records and files of the Owner and the Construction Manager connected with the performance of this Agreement shall be subject to the examination and audit of the State Auditor at the request of the District or as part of any audit of the District for a period of three (3) years after final payment is made under this Agreement. The Construction Manager shall preserve and cause to be preserved such books, records and files for the audit period.

10.4 The Owner and the Construction Manager waive all rights against each other, and against the contractors, consultants, agents and employees of the other, for damages covered by any property insurance during construction. The Owner and the Construction Manager shall each require appropriate similar waivers from their contractors, consultants and agents.

10.5 Not Used.

10.6 Not Used.

ARTICLE 11

SUCCESSORS AND ASSIGNS

11.1 The Owner and the Construction Manager, respectively, bind themselves, their partners, successors, assigns and representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

ARTICLE 12

EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

12.2 Nothing contained herein shall be deemed to create any contractual relationship between the Construction Manager, the Architect and the Inspector or any of the Contractors, Subcontractors or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any

third party any claim or right of action against the Owner or the Construction Manager which does not otherwise exist without regard to this Agreement.

ARTICLE 13

INSURANCE AND INDEMNIFICATION

13.1 The Construction Manager shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims for damages, because of bodily injury, including personal injury, sickness, disease or death of any of the Construction Manager's employees or of any person; from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance of this Agreement and caused by negligent acts or omission for which the Construction Manager is legally liable.

13.2 The Construction Manager agrees to indemnify, pay for the defense of, and hold harmless the Owner, its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of action of whatsoever kind, nature or sort which may be incurred by reason of the Construction Manager's negligent acts and/or omissions in rendering any services hereunder.

ARTICLE 14

BASIS OF COMPENSATION

The Owner shall compensate the Construction Manager for the Scope of Services provided, in accordance with Article 6, Payments to the Construction Manager, and the other Terms and Conditions of this Agreement, as follows:

14.1 BASIC COMPENSATION

14.1.1 For Basic Services, as described in Paragraphs 1.1 and 1.2, as part of Basic Services, Basic Compensation (the Fee) shall be computed as follows:

Schedule for Construction Management Fees (Combined Pre-Construction and Construction Phases)

1. Eight percent of any portion of the first five hundred thousand dollars of the construction cost of the project (see Article 3.1).

2. Seven and one half percent of any portion of the next five hundred thousand dollars of the construction cost of the project (see Article 3.1).

3. Seven percent of any portion of the next one million dollars of the construction cost of the project (see Article 3.1).

4. Six percent of any portion of the next four million dollars of the construction cost of the project (see Article 3.1).

5. Five percent of any portion of the next four million dollars of the of the construction cost of the project (see Article 3.1).

6. Four percent of any portion of the construction cost of the project (see Article 3.1) in excess of ten million dollars.

14.1.2 General Conditions as described in Article 15, shall be reimbursed at cost not to exceed the following scale.

<u>Construction Cost</u>	<u>Non-Graduating Fee</u>
From \$1 to \$200 Thousand	15.0%
over \$200 Thousand to \$500 Thousand	14.0%
over \$500 Thousand to \$1 Million (M)	12.0%
over \$1M to \$2M	10.0%
over \$2M to \$5M	7.0%
over \$5M to \$50M	6.0%
over \$50M to \$100M	4.5%

These maximums shall be negotiated downward for services provided by the district.

14.1.3 The Construction Manager shall be responsible for ensuring the Work is completed within 120 CALENDAR DAYS from and after the date the Contractor is instructed in writing by the Owner to proceed with the Work. Should the Work not be completed within the time herein above stated or as modified by the Owner in approved change orders to this contract, the Construction Manager's fee shall be reduced by an amount of Five Hundred dollars (\$500.00) per day as liquidated damages, but not as a penalty, for each calendar day's delay after the expiration of such period until the final physical completion of the Work and its delivery to the Owner. Liquidated Damages shall not apply if the delay is through no fault of the Construction Manager or results from actions of the subcontractor independent of the control of the Construction Manager.

14.2 PAYMENT

14.2.1 Basic Services:

14.2.1.1 The Construction Manager shall invoice an initial payment of 50 percent of the total fee for Basic Services due on submission of completed bid packages and summaries as required in Paragraph 1.1.7.

14.2.1.2 The Construction Manager shall invoice 40 percent of the total fee for Basic Services in equal monthly increments for the performance period of the contract as established by the project construction schedule.

14.2.1.3 The Construction Manager shall invoice ten percent of the total fee for Basic Services 30 days after filing of the notice of completion by the Owner.

14.2.2 The Construction Manager shall invoice General Conditions costs monthly.

14.3 ADDITIONAL SERVICES

"Additional Services" would be as defined in the Construction Management Agreement and such services, as requested by the District, would be invoiced to the District at two times the Construction Manager's Direct Personnel expense as described in the Agreement, except for the following:

Item 1.3.7, "Inspections of, and services related to, the project after the end of the construction phase", as called out in the Agreement, will not be a part of "Additional Services", but will be performed by the Construction Manager for a period of one year after project completion at no additional costs to the Owner.

14.4 ACCOUNTS PAYABLE

Billings are due within thirty (30) calendar days of submission.

14.5 MATERIAL CHANGE

The Owner and the Construction Manager agree in accordance with the Terms and Conditions of this Agreement that if the Scope of the Project or the Construction Manager's Services are changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 15

GENERAL CONDITIONS

General Conditions of the project are defined as those generic support conditions which must be in place to support all construction aspects of the project.

**GENERAL CONDITION REIMBURSABLE COST ITEMS
AND COST ESTIMATE OF THESE ITEMS THAT ARE NOT INCLUDED
IN THE CONSTRUCTION MANAGEMENT FEE**

<u>PHASE</u>	<u>CATEGORY</u>	<u>TOTAL</u>
10.04	Labor-Supervision	
10.05	Labor - Project Manager	
10.06	Project Engineer	
10.07	Labor-Foreman	
10.36	Labor-Clerical	
10.50	Labor-Engineering	
49.55	Safety	
340.00	Temporary Barricades	
420.00	Equipment Rentals	
446.00	Engineering & Layout	
447.00	CPM Schedule	
460.00	Temporary Toilets	
461.00	Telephone	
462.00	Temporary Water & Power	
463.00	As-Builts	
465.00	Temporary Buildings	
490.00	Gas & Auto	
510.00	Cleanup	
530.00	Security Service	
TOTAL		

The aforementioned list of items is what we anticipate at this time, but it may not be a complete list in that it is contingent upon the needs and services required by the District for this project. These General Conditions are an estimate only.

ARTICLE 16

NOTICES

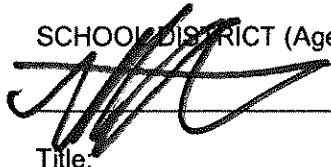
16.1 Any notice required to be served hereunder shall be in writing and shall be deemed given and served upon delivery personally, or three (3) calendar days after depositing in the United States mail, postage pre-paid, addressed to:

All Correspondence ETIWANDA SCHOOL DISTRICT
Addressed to the 6061 East Avenue
Owner: Etiwanda, CA 91739

All Correspondence MILLER CONSTRUCTION
Addressed to the 8447 Maple Place
Construction Manager: Rancho Cucamonga, CA 91730

This Agreement is executed the day and year first written above.

SCHOOL DISTRICT (Agent):



Title: _____

Date: _____

JAN 31 2023

CONSTRUCTION MANAGER:



Peter Clinton

Title: Vice President

Date: January 18, 2023

Michael Higgins
Director of Operations &
Facilities

CLERK'S CERTIFICATE

I, _____, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item _____ *(Approval of agreement/contract between Etiwanda School District and Miller Construction, for construction management services-, for HVAC D Pod replacement project at Grapeland Elementary School ML030223A-03.)* that was duly passed, approved and adopted at a regular meeting place thereof on the 2nd day of March 2023, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: March 2, 2023

Clerk of the Board of Trustees
of the Etiwanda School District

**FORM OF AGREEMENT BETWEEN
OWNER AND CONSTRUCTION PROJECT MANAGER
(CONSTRUCTION MANAGEMENT)**

AGREEMENT made as of the 18th day of January in the year Two Thousand Twenty Three
BETWEEN the ETIWANDA SCHOOL DISTRICT, hereinafter called the OWNER, and
MILLER CONSTRUCTION hereinafter called the CONSTRUCTION MANAGER for the
following project:

**CP LIGHTFOOT ELEMENTARY SCHOOL
2023 GROWTH PORTABLES**

The ARCHITECT for the project is: Ruhnau-Clarke Architects
3771 10th Street
Riverside, CA 92501

The OWNER and the CONSTRUCTION MANAGER agree as set forth in the following.

**TERMS AND CONDITIONS OF AGREEMENT BETWEEN
OWNER AND CONSTRUCTION MANAGER**

ARTICLE 1

**CONSTRUCTION MANAGER'S SERVICES
AND RESPONSIBILITIES**

The Construction Manager agrees to further the interests of the School District by furnishing the Construction Manager's skill and judgment in cooperation with, and in reliance upon, the services of an architect. The Construction Manager agrees to furnish business administration and management services and to perform in an expeditious and economical manner consistent with the interests of the Owner.

BASIC SERVICES

The Construction Manager's Basic Services consist of the two Phases described below and in Article 15, General Conditions.

1.1 PRECONSTRUCTION PHASE

1.1.1 Assign responsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and services for common use of Contractors. Verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

1.1.2 Review the Drawings and Specifications to provide that (1) the Work of the separate Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

1.1.3 Develop a Summary Project Construction Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each separate Contractor. Provide the Project Construction Schedule for each set of Bidding Documents.

1.1.4 Ensure that all Contracts for Construction are competitively bid when required by law.

1.1.5 Ensure the following requirements are included in all proposed contract documents.

1.1.5.1 Applicable requirements for equal employment opportunity programs shall be included in the proposed Contract Documents.

1.1.5.2 The following bonding requirements, at the noted limits, shall be included in the proposed contract documents:

- a. Performance bond at 100 percent of the contract amount
- b. Labor and material bond at 100 percent of the contract amount.

1.1.6 The Construction Manager shall not be a bidder on any individual contract within the project. However, the Construction Manager shall develop Bidders' interest in the Project, establish bidding schedules, and issue Bidding Documents to Bidders. Conduct pre-bid conferences to familiarize Bidders with the Bidding Documents and management techniques and with any special systems, materials or methods. Assist the Architect with the receipt of questions from Bidders, and with the issuance of Addenda.

1.1.7 With the Architect's assistance, the Construction Manager shall receive Bids, prepare bid summaries (SAB 515, Summary of Bids) and make recommendations to the Owner for award of Contracts or rejection of Bids. Summaries of bids representing all work in the project shall be submitted to the Office of Public School Construction as one package. A copy of the proposed contract for each successful bidder shall be included.

1.1.7.1 The summary of bids shall classify all bids according to State Allocation Board cost allowance categories. When a bid includes work in more than one cost category, the summary shall assign an appropriate amount to each.

1.1.7.2 The Construction Manager shall certify in writing that the contracts contained in the submittal represent all the prime contracts required to perform the work in the contract plans and specifications of the total project, and that no additional prime contracts are foreseen to complete the necessary work.

1.1.8 With the Architect's assistance, the Construction Manager shall conduct pre-award conferences with successful Bidders. Assist the Owner in preparing Construction Contracts.

1.2 CONSTRUCTION PHASE

The Construction Phase will commence with the award of the initial Construction Contract and, together with the Construction Manager's obligation to provide Basic Services under this Agreement, will end 30 days after acceptance by the Owner as indicated by the recording of the Notice of Completion.

1.2.1 The Construction Manager, in cooperation with the Architect and Inspector, shall provide administration of the Contracts for Construction.

1.2.2 Provide administrative, management and related services as required to coordinate Work of the Contractors with each other and with the activities and responsibilities of the Construction Manager, the Owner, the Architect and the Inspector to complete the Project in accordance with the Owner's objectives for cost, time and quality. Provide sufficient organization, personnel and management to carry out the requirements of this Agreement.

1.2.2.1 Schedule and conduct preconstruction, construction and progress meetings to discuss such matters as procedures, progress problems and scheduling.

1.2.2.2 Consistent with the Project Construction Schedule issued with the Bidding Documents, and utilizing the Contractor's construction schedules provided by the separate Contractors, update the Project Construction Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time procurement. Include the Owner's occupancy requirements showing portions of the Project having occupancy priority. Update and reissue the Project Construction Schedule as required to show current conditions and revisions required by actual experience.

1.2.2.3 Endeavor to achieve satisfactory performance from each of the contractors. Recommend courses of action to the Owner when requirements of a Contract are not being fulfilled, and the non performing party will not take satisfactory corrective action.

1.2.3 Incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

1.2.3.1 Recommend necessary or desirable changes to the Architect, the Inspector and the Owner,

review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect, the Inspector and the Owner, and if they are accepted, prepare and sign Change Orders for the Architect's signature and the Owner's authorization.

1.2.3.2 Develop and implement procedures for the review and processing of Applications by Contractors for progress and final payments. Make recommendations to the Architect for certification to the Owner for payment.

1.2.3.3 Provide regular monitoring of the approved estimates of Construction Cost, showing actual costs for activities in progress, and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise the Owner and the Architect whenever project costs exceed budgets or estimates.

1.2.3.4 Maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1.2.4 Ensure that safety programs are developed by each of the Contractors as required by their Contract Documents and coordinate the safety programs for the project.

1.2.5 Assist in obtaining building permits and special permits for permanent improvements. Verify that the Owner has paid applicable fees and assessments. Assist in obtaining approvals from authorities having jurisdiction over the Project.

1.2.6 If required, assist the Owner in selecting and retaining the professional services of surveyors, special consultants and testing laboratories. Coordinate their services.

1.2.7 Determine that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents. Endeavor to guard the Owner against defects and deficiencies in the Work. Make recommendations to the Architect and the Inspector regarding special inspection or testing of Work not in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed. Inform Architect and Inspector of Work that Project Manager believes to not conform to the requirements of the Contract documents and should be rejected by the Architect.

1.2.7.1 The Construction Manager shall not be responsible for construction means, methods, techniques, sequences and procedures employed by Contractors in the performance of their Contracts, and shall not be responsible for the failure of any Contractor to carry out Work in accordance with the Contract Documents.

1.2.8 Consult with the Architect and the Owner if any Contractor requests interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions which may arise.

1.2.9 Receive Certificates of Insurance from the Contractors, and forward them to the Owner's purchasing agent.

1.2.10 Receive from the Contractors and review all Shop Drawings, Product Data, Samples and other submittals. Coordinate them with information contained in related documents and transmit to the Architect for review and approval. In collaboration with the Architect, establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.

1.2.11 Record the progress of the Project. Submit written progress reports to the Owner, the Architect

and the Inspector including information on each Contractor and each Contractor's Work, as well as the entire Project, showing percentages of completion and the number and amounts of Change Orders. Keep a daily log containing a record of weather, Contractors, Work on the site, number of workers, Work accomplished, problems encountered, and other similar relevant data as the Owner may require. Make the log available to the Owner and the Architect.

1.2.11.1 Maintain at the Project site, on a current basis: a record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts or Work. Maintain records of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. Make all records available to the Owner, the Architect and the Inspector. At the completion of the Project, deliver all such records to the Architect for the Owner, such that the Architect may complete the record As-Built drawings.

1.2.12 Arrange for delivery and storage, protection and security for Owner-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project. Coordinate with or assign these activities to the appropriate contractor who is responsible for the installation of such materials, systems, and equipment.

1.2.13 With the Architect and the Owner's maintenance personnel, observe the Contractors' check-out of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing.

1.2.14 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall prepare for the Architect and the Inspector a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect and the Inspector in conducting inspections. After the Architect certifies the Date of Substantial Completion of the Work, the Construction Manager along with the Inspector shall coordinate the correction and completion of the Work.

1.2.15 Assist the Architect and the Inspector in determining when the Project or a designated portion thereof is substantially complete. Prepare for the Architect and the Inspector a summary of the status of the Work of each Contractor, listing changes in the previously issued Certificates of Substantial Completion of the Work and recommending the times within which Contractors shall complete uncompleted items on their Certificate of Substantial Completion of the Work.

1.2.16 Following the Architect's issuance of a Certificate of Substantial Completion of the Project or designated portion thereof, evaluate the completion of the Work of the Contractors and make recommendations to the Architect and the Inspector when Work is ready for final inspection. Assist the Architect and the Inspector in conducting final inspections. Secure and transmit to the Owner required guarantees, affidavits, releases, bonds and waivers. Deliver all keys, manuals, record drawings and maintenance stocks to the Owner.

1.2.17 The extent of the duties, responsibilities and limitations of authority of the Construction Manager as a representative of the Owner during construction shall not be modified or extended without the written consent of the Owner and the Construction Manager.

1.3 ADDITIONAL SERVICES

The following Additional Services shall be performed upon mutual agreement between the Owner and the Construction Manager and authorization in writing from the Owner, and shall be paid for as provided for in this Agreement.

- 1.3.1 Not used.
- 1.3.2 Services related to Owner-furnished furniture, furnishings and equipment which are not a part of the Project.
- 1.3.3 Consultation on replacement of Work damaged by fire or other cause during construction, and furnishing services in conjunction with the replacement of such Work.
- 1.3.4 Services made necessary by the default of a Contractor.
- 1.3.5 Preparing to serve or serving as a witness in connection with any public other, or legal proceeding.
- 1.3.6 Recruiting or training maintenance personnel.
- 1.3.7 Inspections of, and services related to, the Project after the end of the Construction Phase.
- 1.3.8 Providing any other services not otherwise included in this Agreement.

1.4 TIME

- 1.4.1 The Construction Manager shall perform Basic and Additional Services as expeditiously as is consistent with reasonable skill and care and the orderly progress of the project.
- 1.4.2 Should the Project schedule be extended due to unforeseeable or unknown circumstances beyond the Construction Manager's control, the Construction Manager's performance contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of paragraph 1.3.8, ADDITIONAL SERVICES, of this contract.

1.5 DUTIES OF ARCHITECT AND INSPECTOR

Notwithstanding any provision to the contrary included in this Agreement, nothing in this Agreement shall supersede any legal duty or obligation of the Architect or Inspector required to be performed.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

- 2.1 The Owner shall provide full information regarding the requirements of the Project, which shall set forth the Owner's objectives, constraints and criteria.
- 2.2 The Owner shall provide a budget for the project in the form of an Allowance for Construction issued by the Office of Public School Construction.
- 2.3 The Owner shall designate a representative authorized to act in the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall examine documents submitted by the Construction Manager and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Project Manager's services.
- 2.4 The Owner shall retain an Architect whose services, duties and responsibilities are described in the Agreement between the Owner and the Architect. The Terms and Conditions of the Owner-Architect Agreement will be furnished to the Construction Manager. Actions taken by the Architect as agent of the

Owner shall be the acts of the Owner and the Construction Manager shall not be responsible for them.

2.5 The Owner shall retain an Inspector approved by the Architect whose services, duties and responsibilities are described in the Agreement between the Owner and the Inspector. The Terms and Conditions of the Owner-Inspector Agreement will be furnished to the Construction Manager. Actions taken by the Inspector as agent of the Owner shall be the acts of the Owner and the Construction Manager shall not be responsible for them.

2.6 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.7 The Owner shall obtain such legal, accounting and insurance counseling services as may be required to perform its duties under this Agreement, including such auditing services as the Owner may require to verify the Project Applications for Payment or to ascertain how or for what purposes the Contractors have used the monies paid by or on behalf of the Owner.

2.8 The Owner shall furnish the Construction Manager a sufficient quantity of construction documents.

2.9 The services, information and reports required by Paragraphs 2.1 through 2.8, inclusive, shall be furnished at the Owner's expense, and the Construction Manager shall be entitled to rely upon their accuracy and completeness.

2.10 If the Owner observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Construction Manager, the Architect and the Inspector.

2.11 The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Project Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner in writing if any such independent action will in any way compromise the Construction Manager's responsibilities under this Agreement.

2.12 The Owner shall furnish the required information and services and shall render approvals, and decisions as expeditiously as necessary for the orderly progress of the Construction Manager's services and the Work of the Contractors.

2.13 The Owner shall provide for and require competent, adequate and continuous inspection during construction by an inspector satisfactory to the Architect and the Department of General Services. The inspector shall act under the direction of the Architect as the Board of Education may direct, and shall be responsible to the Board of Education.

ARTICLE 3

CONSTRUCTION COST

3.1 Construction Cost shall be the total of the final Contract Sums of all of the separate Prime Contracts and the General Condition costs.

3.2 Construction Cost does not include the compensation of the Inspector, Architect and the Architect's consultants, the cost of the land, rights-of-way or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.8, inclusive.

3.3 A fixed limit has been established under Paragraph 2.2 by the Allowance for Construction. The Construction Manager shall consult with the Architect and the Owner to suggest reasonable adjustments in the scope of the Project, and to suggest alternate Bids in the Construction Documents to adjust the Construction Cost to the fixed limit.

3.4 If the fixed limit of Construction Cost is exceeded by the sum of the lowest figures from bona fide Bids, the Owner shall (1) give written approval of an increase in such fixed limit, or (2) cooperate in revising the scope and the quality of the Work as required to reduce the Construction Cost. In the case of item (2), the Construction Manager, without additional compensation, shall cooperate with the Owner and Architect as necessary to bring the Construction Cost within the fixed limit.

ARTICLE 4

CONSTRUCTION SUPPORT ACTIVITIES

4.1 Responsibilities for construction support activities provided are enumerated under Article 15, GENERAL CONDITIONS.

ARTICLE 5

DIRECT PERSONNEL EXPENSE

5.1 Direct Personnel Expense is defined as the direct salaries of all of the Construction Manager's personnel engaged on the Project, excluding those whose compensation is included in the fee, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

ARTICLE 6

PAYMENTS TO THE CONSTRUCTION MANAGER

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 An initial payment as set forth in Article 14.2.1.1 is due on the initial submittal of bid documents required in Paragraph 1.1.7.

6.1.2 Subsequent payments for the Basic Services shall be made monthly and shall be invoiced on the basis set forth in Articles 14.2.1.1, 14.2.1.2 and 14.2.1.3.

6.1.3 When compensation is based on a percentage of the total of the Contract Sums of all the separate Contracts, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Article 14.1.1 based on the lowest figures from bona fide Bids or negotiated proposals.

6.2 PAYMENTS ON ACCOUNT FOR ADDITIONAL SERVICES

Payments on account of the Construction Manager's Additional Services, as defined in Article 1.3, shall be made monthly upon presentation of the Construction Manager's statement of services rendered or costs incurred.

6.3 PAYMENTS WITHHELD

No deductions shall be made from the Construction Manager's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in Work other than those for which the Construction Manager is held legally liable.

6.4 PROJECT SUSPENSION OR ABANDONMENT

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Construction Manager shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Construction Manager's compensation shall be equitably adjusted.

6.4.2 If construction of the Project has started and is stopped by reason or circumstances not the fault of the Construction Manager, the Owner shall reimburse the Construction Manager for the costs of the Construction Manager's Project-site staff as provided for by the Agreement. The Construction Manager shall reduce the size of the Project-site staff after 30 days delay, or sooner if feasible, for the remainder of the delay period as directed by the Owner and, during that period, the Owner shall reimburse the Construction Manager for the costs of such staff prior to reduction. Upon the termination of the stoppage, the Construction Manager shall provide the necessary Project-site staff as soon as practicable.

ARTICLE 7

CONSTRUCTION MANAGER'S ACCOUNTING RECORDS

7.1 Records of costs pertaining to services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

NOT USED

ARTICLE 9

TERMINATION OF AGREEMENT

9.1 This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

9.2 This Agreement may be terminated by the Owner upon at least 14 days written notice to the Construction Manager in the event that the Project is permanently abandoned, as determined in a resolution passed by the Board of Education.

9.3 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for all services performed to the termination date together with all reasonable termination expenses.

9.4 Termination Expenses are defined as costs directly attributable to termination for which the Construction Manager is not otherwise compensated.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 Unless otherwise specified, this Agreement shall be governed by the laws of the State of California.

10.2 Not Used.

10.3 Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records and files of the Owner and the Construction Manager connected with the performance of this Agreement shall be subject to the examination and audit of the State Auditor at the request of the District or as part of any audit of the District for a period of three (3) years after final payment is made under this Agreement. The Construction Manager shall preserve and cause to be preserved such books, records and files for the audit period.

10.4 The Owner and the Construction Manager waive all rights against each other, and against the contractors, consultants, agents and employees of the other, for damages covered by any property insurance during construction. The Owner and the Construction Manager shall each require appropriate similar waivers from their contractors, consultants and agents.

10.5 Not Used.

10.6 Not Used.

ARTICLE 11

SUCCESSORS AND ASSIGNS

11.1 The Owner and the Construction Manager, respectively, bind themselves, their partners, successors, assigns and representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

ARTICLE 12

EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

12.2 Nothing contained herein shall be deemed to create any contractual relationship between the Construction Manager, the Architect and the Inspector or any of the Contractors, Subcontractors or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any

third party any claim or right of action against the Owner or the Construction Manager which does not otherwise exist without regard to this Agreement.

ARTICLE 13

INSURANCE AND INDEMNIFICATION

13.1 The Construction Manager shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims for damages, because of bodily injury, including personal injury, sickness, disease or death of any of the Construction Manager's employees or of any person; from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance of this Agreement and caused by negligent acts or omission for which the Construction Manager is legally liable.

13.2 The Construction Manager agrees to indemnify, pay for the defense of, and hold harmless the Owner, its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of action of whatsoever kind, nature or sort which may be incurred by reason of the Construction Manager's negligent acts and/or omissions in rendering any services hereunder.

ARTICLE 14

BASIS OF COMPENSATION

The Owner shall compensate the Construction Manager for the Scope of Services provided, in accordance with Article 6, Payments to the Construction Manager, and the other Terms and Conditions of this Agreement, as follows:

14.1 BASIC COMPENSATION

14.1.1 For Basic Services, as described in Paragraphs 1.1 and 1.2, as part of Basic Services, Basic Compensation (the Fee) shall be computed as follows:

Schedule for Construction Management Fees (Combined Pre-Construction and Construction Phases)

1. Eight percent of any portion of the first five hundred thousand dollars of the construction cost of the project (see Article 3.1).

2. Seven and one half percent of any portion of the next five hundred thousand dollars of the construction cost of the project (see Article 3.1).

3. Seven percent of any portion of the next one million dollars of the construction cost of the project (see Article 3.1).

4. Six percent of any portion of the next four million dollars of the construction cost of the project (see Article 3.1).

5. Five percent of any portion of the next four million dollars of the of the construction cost of the project (see Article 3.1).

6. Four percent of any portion of the construction cost of the project (see Article 3.1) in excess of ten million dollars.

14.1.2 General Conditions as described in Article 15, shall be reimbursed at cost not to exceed the following scale.

<u>Construction Cost</u>	<u>Non-Graduating Fee</u>
From \$1 to \$200 Thousand	15.0%
over \$200 Thousand to \$500 Thousand	14.0%
over \$500 Thousand to \$1 Million (M)	12.0%
over \$1M to \$2M	10.0%
over \$2M to \$5M	7.0%
over \$5M to \$50M	6.0%
over \$50M to \$100M	4.5%

These maximums shall be negotiated downward for services provided by the district.

14.1.3 The Construction Manager shall be responsible for ensuring the Work is completed within 120 CALENDAR DAYS from and after the date the Contractor is instructed in writing by the Owner to proceed with the Work. Should the Work not be completed within the time herein above stated or as modified by the Owner in approved change orders to this contract, the Construction Manager's fee shall be reduced by an amount of Five Hundred dollars (\$500.00) per day as liquidated damages, but not as a penalty, for each calendar day's delay after the expiration of such period until the final physical completion of the Work and its delivery to the Owner. Liquidated Damages shall not apply if the delay is through no fault of the Construction Manager or results from actions of the subcontractor independent of the control of the Construction Manager.

14.2 PAYMENT

14.2.1 Basic Services:

14.2.1.1 The Construction Manager shall invoice an initial payment of 50 percent of the total fee for Basic Services due on submission of completed bid packages and summaries as required in Paragraph 1.1.7.

14.2.1.2 The Construction Manager shall invoice 40 percent of the total fee for Basic Services in equal monthly increments for the performance period of the contract as established by the project construction schedule.

14.2.1.3 The Construction Manager shall invoice ten percent of the total fee for Basic Services 30 days after filing of the notice of completion by the Owner.

14.2.2 The Construction Manager shall invoice General Conditions costs monthly.

14.3 ADDITIONAL SERVICES

"Additional Services" would be as defined in the Construction Management Agreement and such services, as requested by the District, would be invoiced to the District at two times the Construction Manager's Direct Personnel expense as described in the Agreement, except for the following:

Item 1.3.7, "Inspections of, and services related to, the project after the end of the construction phase", as called out in the Agreement, will not be a part of "Additional Services", but will be performed by the Construction Manager for a period of one year after project completion at no additional costs to the Owner.

14.4 ACCOUNTS PAYABLE

Billings are due within thirty (30) calendar days of submission.

14.5 MATERIAL CHANGE

The Owner and the Construction Manager agree in accordance with the Terms and Conditions of this Agreement that if the Scope of the Project or the Construction Manager's Services are changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 15

GENERAL CONDITIONS

General Conditions of the project are defined as those generic support conditions which must be in place to support all construction aspects of the project.

**GENERAL CONDITION REIMBURSABLE COST ITEMS
AND COST ESTIMATE OF THESE ITEMS THAT ARE NOT INCLUDED
IN THE CONSTRUCTION MANAGEMENT FEE**

<u>PHASE</u>	<u>CATEGORY</u>	<u>TOTAL</u>
10.04	Labor-Supervision	
10.05	Labor - Project Manager	
10.06	Project Engineer	
10.07	Labor-Foreman	
10.36	Labor-Clerical	
10.50	Labor-Engineering	
49.55	Safety	
340.00	Temporary Barricades	
420.00	Equipment Rentals	
446.00	Engineering & Layout	
447.00	CPM Schedule	
460.00	Temporary Toilets	
461.00	Telephone	
462.00	Temporary Water & Power	
463.00	As-Builts	
465.00	Temporary Buildings	
490.00	Gas & Auto	
510.00	Cleanup	
530.00	Security Service	
	TOTAL	

The aforementioned list of items is what we anticipate at this time, but it may not be a complete list in that it is contingent upon the needs and services required by the District for this project. These General Conditions are an estimate only.

ARTICLE 16

NOTICES

16.1 Any notice required to be served hereunder shall be in writing and shall be deemed given and served upon delivery personally, or three (3) calendar days after depositing in the United States mail, postage pre-paid, addressed to:

All Correspondence ETIWANDA SCHOOL DISTRICT
Addressed to the 6061 East Avenue
Owner: Etiwanda, CA 91739

All Correspondence MILLER CONSTRUCTION
Addressed to the 8447 Maple Place
Construction Manager: Rancho Cucamonga, CA 91730

This Agreement is executed the day and year first written above.

SCHOOL DISTRICT (Agent):



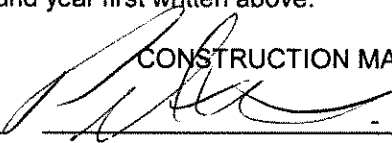
Title: _____

Date: _____

FEB 10 2023

**Michael Higgins
Director of Operations &
Facilities**

CONSTRUCTION MANAGER:



Peter Clinton

Title: Vice President

Date: January 18, 2023

CLERK'S CERTIFICATE

I, _____, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item _____ *(Approval of agreement/contract between Etiwanda School District and Miller Construction, for construction management services-, for growth portables project at CP Lightfoot Elementary School ML030223A-07.)* that was duly passed, approved and adopted at a regular meeting place thereof on the 2nd day of March 2023, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: March 2, 2023

Clerk of the Board of Trustees
of the Etiwanda School District

**FORM OF AGREEMENT BETWEEN
OWNER AND CONSTRUCTION PROJECT MANAGER
(CONSTRUCTION MANAGEMENT)**

AGREEMENT made as of the 18th day of January in the year Two Thousand Twenty Three
BETWEEN the ETIWANDA SCHOOL DISTRICT, hereinafter called the OWNER, and
MILLER CONSTRUCTION hereinafter called the CONSTRUCTION MANAGER for the
following project:

**SOLORIO ELEMENTARY SCHOOL
CSR - CONVERSION**

The ARCHITECT for the project is: Ruhnau-Clarke Architects
3771 10th Street
Riverside, CA 92501

The OWNER and the CONSTRUCTION MANAGER agree as set forth in the following.

**TERMS AND CONDITIONS OF AGREEMENT BETWEEN
OWNER AND CONSTRUCTION MANAGER**

ARTICLE 1

**CONSTRUCTION MANAGER'S SERVICES
AND RESPONSIBILITIES**

The Construction Manager agrees to further the interests of the School District by furnishing the Construction Manager's skill and judgment in cooperation with, and in reliance upon, the services of an architect. The Construction Manager agrees to furnish business administration and management services and to perform in an expeditious and economical manner consistent with the interests of the Owner.

BASIC SERVICES

The Construction Manager's Basic Services consist of the two Phases described below and in Article 15, General Conditions.

1.1 PRECONSTRUCTION PHASE

1.1.1 Assign responsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and services for common use of Contractors. Verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

1.1.2 Review the Drawings and Specifications to provide that (1) the Work of the separate Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

1.1.3 Develop a Summary Project Construction Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each separate Contractor. Provide the Project Construction Schedule for each set of Bidding Documents.

1.1.4 Ensure that all Contracts for Construction are competitively bid when required by law.

1.1.5 Ensure the following requirements are included in all proposed contract documents.

1.1.5.1 Applicable requirements for equal employment opportunity programs shall be included in the proposed Contract Documents.

1.1.5.2 The following bonding requirements, at the noted limits, shall be included in the proposed contract documents:

- a. Performance bond at 100 percent of the contract amount
- b. Labor and material bond at 100 percent of the contract amount.

1.1.6 The Construction Manager shall not be a bidder on any individual contract within the project. However, the Construction Manager shall develop Bidders' interest in the Project, establish bidding schedules, and issue Bidding Documents to Bidders. Conduct pre-bid conferences to familiarize Bidders with the Bidding Documents and management techniques and with any special systems, materials or methods. Assist the Architect with the receipt of questions from Bidders, and with the issuance of Addenda.

1.1.7 With the Architect's assistance, the Construction Manager shall receive Bids, prepare bid summaries (SAB 515, Summary of Bids) and make recommendations to the Owner for award of Contracts or rejection of Bids. Summaries of bids representing all work in the project shall be submitted to the Office of Public School Construction as one package. A copy of the proposed contract for each successful bidder shall be included.

1.1.7.1 The summary of bids shall classify all bids according to State Allocation Board cost allowance categories. When a bid includes work in more than one cost category, the summary shall assign an appropriate amount to each.

1.1.7.2 The Construction Manager shall certify in writing that the contracts contained in the submittal represent all the prime contracts required to perform the work in the contract plans and specifications of the total project, and that no additional prime contracts are foreseen to complete the necessary work.

1.1.8 With the Architect's assistance, the Construction Manager shall conduct pre-award conferences with successful Bidders. Assist the Owner in preparing Construction Contracts.

1.2 CONSTRUCTION PHASE

The Construction Phase will commence with the award of the initial Construction Contract and, together with the Construction Manager's obligation to provide Basic Services under this Agreement, will end 30 days after acceptance by the Owner as indicated by the recording of the Notice of Completion.

1.2.1 The Construction Manager, in cooperation with the Architect and Inspector, shall provide administration of the Contracts for Construction.

1.2.2 Provide administrative, management and related services as required to coordinate Work of the Contractors with each other and with the activities and responsibilities of the Construction Manager, the Owner, the Architect and the Inspector to complete the Project in accordance with the Owner's objectives for cost, time and quality. Provide sufficient organization, personnel and management to carry out the requirements of this Agreement.

1.2.2.1 Schedule and conduct preconstruction, construction and progress meetings to discuss such matters as procedures, progress problems and scheduling.

1.2.2.2 Consistent with the Project Construction Schedule issued with the Bidding Documents, and utilizing the Contractor's construction schedules provided by the separate Contractors, update the Project Construction Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time procurement. Include the Owner's occupancy requirements showing portions of the Project having occupancy priority. Update and reissue the Project Construction Schedule as required to show current conditions and revisions required by actual experience.

1.2.2.3 Endeavor to achieve satisfactory performance from each of the contractors. Recommend courses of action to the Owner when requirements of a Contract are not being fulfilled, and the non performing party will not take satisfactory corrective action.

1.2.3 Incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

1.2.3.1 Recommend necessary or desirable changes to the Architect, the Inspector and the Owner,

review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect, the Inspector and the Owner, and if they are accepted, prepare and sign Change Orders for the Architect's signature and the Owner's authorization.

1.2.3.2 Develop and implement procedures for the review and processing of Applications by Contractors for progress and final payments. Make recommendations to the Architect for certification to the Owner for payment.

1.2.3.3 Provide regular monitoring of the approved estimates of Construction Cost, showing actual costs for activities in progress, and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise the Owner and the Architect whenever project costs exceed budgets or estimates.

1.2.3.4 Maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1.2.4 Ensure that safety programs are developed by each of the Contractors as required by their Contract Documents and coordinate the safety programs for the project.

1.2.5 Assist in obtaining building permits and special permits for permanent improvements. Verify that the Owner has paid applicable fees and assessments. Assist in obtaining approvals from authorities having jurisdiction over the Project.

1.2.6 If required, assist the Owner in selecting and retaining the professional services of surveyors, special consultants and testing laboratories. Coordinate their services.

1.2.7 Determine that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents. Endeavor to guard the Owner against defects and deficiencies in the Work. Make recommendations to the Architect and the Inspector regarding special inspection or testing of Work not in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed. Inform Architect and Inspector of Work that Project Manager believes to not conform to the requirements of the Contract documents and should be rejected by the Architect.

1.2.7.1 The Construction Manager shall not be responsible for construction means, methods, techniques, sequences and procedures employed by Contractors in the performance of their Contracts, and shall not be responsible for the failure of any Contractor to carry out Work in accordance with the Contract Documents.

1.2.8 Consult with the Architect and the Owner if any Contractor requests interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions which may arise.

1.2.9 Receive Certificates of Insurance from the Contractors, and forward them to the Owner's purchasing agent.

1.2.10 Receive from the Contractors and review all Shop Drawings, Product Data, Samples and other submittals. Coordinate them with information contained in related documents and transmit to the Architect for review and approval. In collaboration with the Architect, establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.

1.2.11 Record the progress of the Project. Submit written progress reports to the Owner, the Architect

and the Inspector including information on each Contractor and each Contractor's Work, as well as the entire Project, showing percentages of completion and the number and amounts of Change Orders. Keep a daily log containing a record of weather, Contractors, Work on the site, number of workers, Work accomplished, problems encountered, and other similar relevant data as the Owner may require. Make the log available to the Owner and the Architect.

1.2.11.1 Maintain at the Project site, on a current basis: a record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts or Work. Maintain records of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. Make all records available to the Owner, the Architect and the Inspector. At the completion of the Project, deliver all such records to the Architect for the Owner, such that the Architect may complete the record As-Built drawings.

1.2.12 Arrange for delivery and storage, protection and security for Owner-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project. Coordinate with or assign these activities to the appropriate contractor who is responsible for the installation of such materials, systems, and equipment.

1.2.13 With the Architect and the Owner's maintenance personnel, observe the Contractors' check-out of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing.

1.2.14 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall prepare for the Architect and the Inspector a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect and the Inspector in conducting inspections. After the Architect certifies the Date of Substantial Completion of the Work, the Construction Manager along with the Inspector shall coordinate the correction and completion of the Work.

1.2.15 Assist the Architect and the Inspector in determining when the Project or a designated portion thereof is substantially complete. Prepare for the Architect and the Inspector a summary of the status of the Work of each Contractor, listing changes in the previously issued Certificates of Substantial Completion of the Work and recommending the times within which Contractors shall complete uncompleted items on their Certificate of Substantial Completion of the Work.

1.2.16 Following the Architect's issuance of a Certificate of Substantial Completion of the Project or designated portion thereof, evaluate the completion of the Work of the Contractors and make recommendations to the Architect and the Inspector when Work is ready for final inspection. Assist the Architect and the Inspector in conducting final inspections. Secure and transmit to the Owner required guarantees, affidavits, releases, bonds and waivers. Deliver all keys, manuals, record drawings and maintenance stocks to the Owner.

1.2.17 The extent of the duties, responsibilities and limitations of authority of the Construction Manager as a representative of the Owner during construction shall not be modified or extended without the written consent of the Owner and the Construction Manager.

1.3 ADDITIONAL SERVICES

The following Additional Services shall be performed upon mutual agreement between the Owner and the Construction Manager and authorization in writing from the Owner, and shall be paid for as provided for in this Agreement.

1.3.1 Not used.

1.3.2 Services related to Owner-furnished furniture, furnishings and equipment which are not a part of the Project.

1.3.3 Consultation on replacement of Work damaged by fire or other cause during construction, and furnishing services in conjunction with the replacement of such Work.

1.3.4 Services made necessary by the default of a Contractor.

1.3.5 Preparing to serve or serving as a witness in connection with any public other, or legal proceeding.

1.3.6 Recruiting or training maintenance personnel.

1.3.7 Inspections of, and services related to, the Project after the end of the Construction Phase.

1.3.8 Providing any other services not otherwise included in this Agreement.

1.4 TIME

1.4.1 The Construction Manager shall perform Basic and Additional Services as expeditiously as is consistent with reasonable skill and care and the orderly progress of the project.

1.4.2 Should the Project schedule be extended due to unforeseeable or unknown circumstances beyond the Construction Manager's control, the Construction Manager's performance contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of paragraph 1.3.8, ADDITIONAL SERVICES, of this contract.

1.5 DUTIES OF ARCHITECT AND INSPECTOR

Notwithstanding any provision to the contrary included in this Agreement, nothing in this Agreement shall supersede any legal duty or obligation of the Architect or Inspector required to be performed.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding the requirements of the Project, which shall set forth the Owner's objectives, constraints and criteria.

2.2 The Owner shall provide a budget for the project in the form of an Allowance for Construction issued by the Office of Public School Construction.

2.3 The Owner shall designate a representative authorized to act in the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall examine documents submitted by the Construction Manager and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Project Manager's services.

2.4 The Owner shall retain an Architect whose services, duties and responsibilities are described in the Agreement between the Owner and the Architect. The Terms and Conditions of the Owner-Architect Agreement will be furnished to the Construction Manager. Actions taken by the Architect as agent of the

Owner shall be the acts of the Owner and the Construction Manager shall not be responsible for them.

2.5 The Owner shall retain an Inspector approved by the Architect whose services, duties and responsibilities are described in the Agreement between the Owner and the Inspector. The Terms and Conditions of the Owner-Inspector Agreement will be furnished to the Construction Manager. Actions taken by the Inspector as agent of the Owner shall be the acts of the Owner and the Construction Manager shall not be responsible for them.

2.6 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.7 The Owner shall obtain such legal, accounting and insurance counseling services as may be required to perform its duties under this Agreement, including such auditing services as the Owner may require to verify the Project Applications for Payment or to ascertain how or for what purposes the Contractors have used the monies paid by or on behalf of the Owner.

2.8 The Owner shall furnish the Construction Manager a sufficient quantity of construction documents.

2.9 The services, information and reports required by Paragraphs 2.1 through 2.8, inclusive, shall be furnished at the Owner's expense, and the Construction Manager shall be entitled to rely upon their accuracy and completeness.

2.10 If the Owner observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Construction Manager, the Architect and the Inspector.

2.11 The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Project Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner in writing if any such independent action will in any way compromise the Construction Manager's responsibilities under this Agreement.

2.12 The Owner shall furnish the required information and services and shall render approvals, and decisions as expeditiously as necessary for the orderly progress of the Construction Manager's services and the Work of the Contractors.

2.13 The Owner shall provide for and require competent, adequate and continuous inspection during construction by an inspector satisfactory to the Architect and the Department of General Services. The inspector shall act under the direction of the Architect as the Board of Education may direct, and shall be responsible to the Board of Education.

ARTICLE 3

CONSTRUCTION COST

3.1 Construction Cost shall be the total of the final Contract Sums of all of the separate Prime Contracts and the General Condition costs.

3.2 Construction Cost does not include the compensation of the Inspector, Architect and the Architect's consultants, the cost of the land, rights-of-way or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.8, inclusive.

3.3 A fixed limit has been established under Paragraph 2.2 by the Allowance for Construction. The Construction Manager shall consult with the Architect and the Owner to suggest reasonable adjustments in the scope of the Project, and to suggest alternate Bids in the Construction Documents to adjust the Construction Cost to the fixed limit.

3.4 If the fixed limit of Construction Cost is exceeded by the sum of the lowest figures from bona fide Bids, the Owner shall (1) give written approval of an increase in such fixed limit, or (2) cooperate in revising the scope and the quality of the Work as required to reduce the Construction Cost. In the case of item (2), the Construction Manager, without additional compensation, shall cooperate with the Owner and Architect as necessary to bring the Construction Cost within the fixed limit.

ARTICLE 4

CONSTRUCTION SUPPORT ACTIVITIES

4.1 Responsibilities for construction support activities provided are enumerated under Article 15, GENERAL CONDITIONS.

ARTICLE 5

DIRECT PERSONNEL EXPENSE

5.1 Direct Personnel Expense is defined as the direct salaries of all of the Construction Manager's personnel engaged on the Project, excluding those whose compensation is included in the fee, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

ARTICLE 6

PAYMENTS TO THE CONSTRUCTION MANAGER

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 An initial payment as set forth in Article 14.2.1.1 is due on the initial submittal of bid documents required in Paragraph 1.1.7.

6.1.2 Subsequent payments for the Basic Services shall be made monthly and shall be invoiced on the basis set forth in Articles 14.2.1.1, 14.2.1.2 and 14.2.1.3.

6.1.3 When compensation is based on a percentage of the total of the Contract Sums of all the separate Contracts, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Article 14.1.1 based on the lowest figures from bona fide Bids or negotiated proposals.

6.2 PAYMENTS ON ACCOUNT FOR ADDITIONAL SERVICES

Payments on account of the Construction Manager's Additional Services, as defined in Article 1.3, shall be made monthly upon presentation of the Construction Manager's statement of services rendered or costs incurred.

6.3 PAYMENTS WITHHELD

No deductions shall be made from the Construction Manager's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in Work other than those for which the Construction Manager is held legally liable.

6.4 PROJECT SUSPENSION OR ABANDONMENT

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Construction Manager shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Construction Manager's compensation shall be equitably adjusted.

6.4.2 If construction of the Project has started and is stopped by reason or circumstances not the fault of the Construction Manager, the Owner shall reimburse the Construction Manager for the costs of the Construction Manager's Project-site staff as provided for by the Agreement. The Construction Manager shall reduce the size of the Project-site staff after 30 days delay, or sooner if feasible, for the remainder of the delay period as directed by the Owner and, during that period, the Owner shall reimburse the Construction Manager for the costs of such staff prior to reduction. Upon the termination of the stoppage, the Construction Manager shall provide the necessary Project-site staff as soon as practicable.

ARTICLE 7

CONSTRUCTION MANAGER'S ACCOUNTING RECORDS

7.1 Records of costs pertaining to services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

NOT USED

ARTICLE 9

TERMINATION OF AGREEMENT

9.1 This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

9.2 This Agreement may be terminated by the Owner upon at least 14 days written notice to the Construction Manager in the event that the Project is permanently abandoned, as determined in a resolution passed by the Board of Education.

9.3 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for all services performed to the termination date together with all reasonable termination expenses.

9.4 Termination Expenses are defined as costs directly attributable to termination for which the Construction Manager is not otherwise compensated.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 Unless otherwise specified, this Agreement shall be governed by the laws of the State of California.

10.2 Not Used.

10.3 Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records and files of the Owner and the Construction Manager connected with the performance of this Agreement shall be subject to the examination and audit of the State Auditor at the request of the District or as part of any audit of the District for a period of three (3) years after final payment is made under this Agreement. The Construction Manager shall preserve and cause to be preserved such books, records and files for the audit period.

10.4 The Owner and the Construction Manager waive all rights against each other, and against the contractors, consultants, agents and employees of the other, for damages covered by any property insurance during construction. The Owner and the Construction Manager shall each require appropriate similar waivers from their contractors, consultants and agents.

10.5 Not Used.

10.6 Not Used.

ARTICLE 11

SUCCESSORS AND ASSIGNS

11.1 The Owner and the Construction Manager, respectively, bind themselves, their partners, successors, assigns and representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

ARTICLE 12

EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

12.2 Nothing contained herein shall be deemed to create any contractual relationship between the Construction Manager, the Architect and the Inspector or any of the Contractors, Subcontractors or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any

third party any claim or right of action against the Owner or the Construction Manager which does not otherwise exist without regard to this Agreement.

ARTICLE 13

INSURANCE AND INDEMNIFICATION

13.1 The Construction Manager shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims for damages, because of bodily injury, including personal injury, sickness, disease or death of any of the Construction Manager's employees or of any person; from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance of this Agreement and caused by negligent acts or omission for which the Construction Manager is legally liable.

13.2 The Construction Manager agrees to indemnify, pay for the defense of, and hold harmless the Owner, its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of action of whatsoever kind, nature or sort which may be incurred by reason of the Construction Manager's negligent acts and/or omissions in rendering any services hereunder.

ARTICLE 14

BASIS OF COMPENSATION

The Owner shall compensate the Construction Manager for the Scope of Services provided, in accordance with Article 6, Payments to the Construction Manager, and the other Terms and Conditions of this Agreement, as follows:

14.1 BASIC COMPENSATION

14.1.1 For Basic Services, as described in Paragraphs 1.1 and 1.2, as part of Basic Services, Basic Compensation (the Fee) shall be computed as follows:

Schedule for Construction Management Fees (Combined Pre-Construction and Construction Phases)

1. Eight percent of any portion of the first five hundred thousand dollars of the construction cost of the project (see Article 3.1).

2. Seven and one half percent of any portion of the next five hundred thousand dollars of the construction cost of the project (see Article 3.1).

3. Seven percent of any portion of the next one million dollars of the construction cost of the project (see Article 3.1).

4. Six percent of any portion of the next four million dollars of the construction cost of the project (see Article 3.1).

5. Five percent of any portion of the next four million dollars of the of the construction cost of the project (see Article 3.1).

6. Four percent of any portion of the construction cost of the project (see Article 3.1) in excess of ten million dollars.

14.1.2 General Conditions as described in Article 15, shall be reimbursed at cost not to exceed the following scale.

<u>Construction Cost</u>	<u>Non-Graduating Fee</u>
From \$1 to \$200 Thousand	15.0%
over \$200 Thousand to \$500 Thousand	14.0%
over \$500 Thousand to \$1 Million (M)	12.0%
over \$1M to \$2M	10.0%
over \$2M to \$5M	7.0%
over \$5M to \$50M	6.0%
over \$50M to \$100M	4.5%

These maximums shall be negotiated downward for services provided by the district.

14.1.3 The Construction Manager shall be responsible for ensuring the Work is completed within 120 CALENDAR DAYS from and after the date the Contractor is instructed in writing by the Owner to proceed with the Work. Should the Work not be completed within the time herein above stated or as modified by the Owner in approved change orders to this contract, the Construction Manager's fee shall be reduced by an amount of Five Hundred dollars (\$500.00) per day as liquidated damages, but not as a penalty, for each calendar day's delay after the expiration of such period until the final physical completion of the Work and its delivery to the Owner. Liquidated Damages shall not apply if the delay is through no fault of the Construction Manager or results from actions of the subcontractor independent of the control of the Construction Manager.

14.2 PAYMENT

14.2.1 Basic Services:

14.2.1.1 The Construction Manager shall invoice an initial payment of 50 percent of the total fee for Basic Services due on submission of completed bid packages and summaries as required in Paragraph 1.1.7.

14.2.1.2 The Construction Manager shall invoice 40 percent of the total fee for Basic Services in equal monthly increments for the performance period of the contract as established by the project construction schedule.

14.2.1.3 The Construction Manager shall invoice ten percent of the total fee for Basic Services 30 days after filing of the notice of completion by the Owner.

14.2.2 The Construction Manager shall invoice General Conditions costs monthly.

14.3 ADDITIONAL SERVICES

"Additional Services" would be as defined in the Construction Management Agreement and such services, as requested by the District, would be invoiced to the District at two times the Construction Manager's Direct Personnel expense as described in the Agreement, except for the following:

Item 1.3.7, "Inspections of, and services related to, the project after the end of the construction phase", as called out in the Agreement, will not be a part of "Additional Services", but will be performed by the Construction Manager for a period of one year after project completion at no additional costs to the Owner.

14.4 ACCOUNTS PAYABLE

Billings are due within thirty (30) calendar days of submission.

14.5 MATERIAL CHANGE

The Owner and the Construction Manager agree in accordance with the Terms and Conditions of this Agreement that if the Scope of the Project or the Construction Manager's Services are changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 15

GENERAL CONDITIONS

General Conditions of the project are defined as those generic support conditions which must be in place to support all construction aspects of the project.

GENERAL CONDITION REIMBURSABLE COST ITEMS AND COST ESTIMATE OF THESE ITEMS THAT ARE NOT INCLUDED IN THE CONSTRUCTION MANAGEMENT FEE

<u>PHASE</u>	<u>CATEGORY</u>	<u>TOTAL</u>
10.04	Labor-Supervision	
10.05	Labor - Project Manager	
10.06	Project Engineer	
10.07	Labor-Foreman	
10.36	Labor-Clerical	
10.50	Labor-Engineering	
49.55	Safety	
340.00	Temporary Barricades	
420.00	Equipment Rentals	
446.00	Engineering & Layout	
447.00	CPM Schedule	
460.00	Temporary Toilets	
461.00	Telephone	
462.00	Temporary Water & Power	
463.00	As-Builts	
465.00	Temporary Buildings	
490.00	Gas & Auto	
510.00	Cleanup	
530.00	Security Service	
	TOTAL	

The aforementioned list of items is what we anticipate at this time, but it may not be a complete list in that it is contingent upon the needs and services required by the District for this project. These General Conditions are an estimate only.

ARTICLE 16

NOTICES

16.1 Any notice required to be served hereunder shall be in writing and shall be deemed given and served upon delivery personally, or three (3) calendar days after depositing in the United States mail, postage pre-paid, addressed to:

All Correspondence ETIWANDA SCHOOL DISTRICT
Addressed to the 6061 East Avenue
Owner: Etiwanda, CA 91739

All Correspondence MILLER CONSTRUCTION
Addressed to the 8447 Maple Place
Construction Manager: Rancho Cucamonga, CA 91730

This Agreement is executed the day and year first written above.

SCHOOL DISTRICT (Agent):

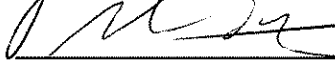


Title: _____

Date: _____

Michael Higgins
Director of Operations &
Facilities

CONSTRUCTION MANAGER:



Peter Clinton

Title: Vice President

Date: January 18, 2023

CLERK'S CERTIFICATE

I, _____, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item _____ *(Approval of agreement/contract between Etiwanda School District and Miller Construction, for construction management services-, for CSR Conversion project at Solorio Elementary School ML030223A-08.)* that was duly passed, approved and adopted at a regular meeting place thereof on the 2nd day of March 2023, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: March 2, 2023

Clerk of the Board of Trustees
of the Etiwanda School District

**FORM OF AGREEMENT BETWEEN
OWNER AND CONSTRUCTION PROJECT MANAGER
(CONSTRUCTION MANAGEMENT)**

AGREEMENT made as of the 18th day of January in the year Two Thousand Twenty Three
BETWEEN the ETIWANDA SCHOOL DISTRICT, hereinafter called the OWNER, and
MILLER CONSTRUCTION hereinafter called the CONSTRUCTION MANAGER for the
following project:

**SUMMIT INTERMEDIATE SCHOOL
INTERIM HOUSING**

The ARCHITECT for the project is: Ruhnau-Clarke Architects
3771 10th Street
Riverside, CA 92501

The OWNER and the CONSTRUCTION MANAGER agree as set forth in the following.

**TERMS AND CONDITIONS OF AGREEMENT BETWEEN
OWNER AND CONSTRUCTION MANAGER**

ARTICLE 1

**CONSTRUCTION MANAGER'S SERVICES
AND RESPONSIBILITIES**

The Construction Manager agrees to further the interests of the School District by furnishing the Construction Manager's skill and judgment in cooperation with, and in reliance upon, the services of an architect. The Construction Manager agrees to furnish business administration and management services and to perform in an expeditious and economical manner consistent with the interests of the Owner.

BASIC SERVICES

The Construction Manager's Basic Services consist of the two Phases described below and in Article 15, General Conditions.

1.1 PRECONSTRUCTION PHASE

1.1.1 Assign responsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and services for common use of Contractors. Verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

1.1.2 Review the Drawings and Specifications to provide that (1) the Work of the separate Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

1.1.3 Develop a Summary Project Construction Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each separate Contractor. Provide the Project Construction Schedule for each set of Bidding Documents.

1.1.4 Ensure that all Contracts for Construction are competitively bid when required by law.

1.1.5 Ensure the following requirements are included in all proposed contract documents.

1.1.5.1 Applicable requirements for equal employment opportunity programs shall be included in the proposed Contract Documents.

1.1.5.2 The following bonding requirements, at the noted limits, shall be included in the proposed contract documents:

- a. Performance bond at 100 percent of the contract amount
- b. Labor and material bond at 100 percent of the contract amount.

1.1.6 The Construction Manager shall not be a bidder on any individual contract within the project. However, the Construction Manager shall develop Bidders' interest in the Project, establish bidding schedules, and issue Bidding Documents to Bidders. Conduct pre-bid conferences to familiarize Bidders with the Bidding Documents and management techniques and with any special systems, materials or methods. Assist the Architect with the receipt of questions from Bidders, and with the issuance of Addenda.

1.1.7 With the Architect's assistance, the Construction Manager shall receive Bids, prepare bid summaries (SAB 515, Summary of Bids) and make recommendations to the Owner for award of Contracts or rejection of Bids. Summaries of bids representing all work in the project shall be submitted to the Office of Public School Construction as one package. A copy of the proposed contract for each successful bidder shall be included.

1.1.7.1 The summary of bids shall classify all bids according to State Allocation Board cost allowance categories. When a bid includes work in more than one cost category, the summary shall assign an appropriate amount to each.

1.1.7.2 The Construction Manager shall certify in writing that the contracts contained in the submittal represent all the prime contracts required to perform the work in the contract plans and specifications of the total project, and that no additional prime contracts are foreseen to complete the necessary work.

1.1.8 With the Architect's assistance, the Construction Manager shall conduct pre-award conferences with successful Bidders. Assist the Owner in preparing Construction Contracts.

1.2 CONSTRUCTION PHASE

The Construction Phase will commence with the award of the initial Construction Contract and, together with the Construction Manager's obligation to provide Basic Services under this Agreement, will end 30 days after acceptance by the Owner as indicated by the recording of the Notice of Completion.

1.2.1 The Construction Manager, in cooperation with the Architect and Inspector, shall provide administration of the Contracts for Construction.

1.2.2 Provide administrative, management and related services as required to coordinate Work of the Contractors with each other and with the activities and responsibilities of the Construction Manager, the Owner, the Architect and the Inspector to complete the Project in accordance with the Owner's objectives for cost, time and quality. Provide sufficient organization, personnel and management to carry out the requirements of this Agreement.

1.2.2.1 Schedule and conduct preconstruction, construction and progress meetings to discuss such matters as procedures, progress problems and scheduling.

1.2.2.2 Consistent with the Project Construction Schedule issued with the Bidding Documents, and utilizing the Contractor's construction schedules provided by the separate Contractors, update the Project Construction Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time procurement. Include the Owner's occupancy requirements showing portions of the Project having occupancy priority. Update and reissue the Project Construction Schedule as required to show current conditions and revisions required by actual experience.

1.2.2.3 Endeavor to achieve satisfactory performance from each of the contractors. Recommend courses of action to the Owner when requirements of a Contract are not being fulfilled, and the non performing party will not take satisfactory corrective action.

1.2.3 Incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

1.2.3.1 Recommend necessary or desirable changes to the Architect, the Inspector and the Owner,

review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect, the Inspector and the Owner, and if they are accepted, prepare and sign Change Orders for the Architect's signature and the Owner's authorization.

1.2.3.2 Develop and implement procedures for the review and processing of Applications by Contractors for progress and final payments. Make recommendations to the Architect for certification to the Owner for payment.

1.2.3.3 Provide regular monitoring of the approved estimates of Construction Cost, showing actual costs for activities in progress, and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise the Owner and the Architect whenever project costs exceed budgets or estimates.

1.2.3.4 Maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1.2.4 Ensure that safety programs are developed by each of the Contractors as required by their Contract Documents and coordinate the safety programs for the project.

1.2.5 Assist in obtaining building permits and special permits for permanent improvements. Verify that the Owner has paid applicable fees and assessments. Assist in obtaining approvals from authorities having jurisdiction over the Project.

1.2.6 If required, assist the Owner in selecting and retaining the professional services of surveyors, special consultants and testing laboratories. Coordinate their services.

1.2.7 Determine that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents. Endeavor to guard the Owner against defects and deficiencies in the Work. Make recommendations to the Architect and the Inspector regarding special inspection or testing of Work not in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed. Inform Architect and Inspector of Work that Project Manager believes to not conform to the requirements of the Contract documents and should be rejected by the Architect.

1.2.7.1 The Construction Manager shall not be responsible for construction means, methods, techniques, sequences and procedures employed by Contractors in the performance of their Contracts, and shall not be responsible for the failure of any Contractor to carry out Work in accordance with the Contract Documents.

1.2.8 Consult with the Architect and the Owner if any Contractor requests interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions which may arise.

1.2.9 Receive Certificates of Insurance from the Contractors, and forward them to the Owner's purchasing agent.

1.2.10 Receive from the Contractors and review all Shop Drawings, Product Data, Samples and other submittals. Coordinate them with information contained in related documents and transmit to the Architect for review and approval. In collaboration with the Architect, establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.

1.2.11 Record the progress of the Project. Submit written progress reports to the Owner, the Architect

and the Inspector including information on each Contractor and each Contractor's Work, as well as the entire Project, showing percentages of completion and the number and amounts of Change Orders. Keep a daily log containing a record of weather, Contractors, Work on the site, number of workers, Work accomplished, problems encountered, and other similar relevant data as the Owner may require. Make the log available to the Owner and the Architect.

1.2.11.1 Maintain at the Project site, on a current basis: a record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts or Work. Maintain records of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. Make all records available to the Owner, the Architect and the Inspector. At the completion of the Project, deliver all such records to the Architect for the Owner, such that the Architect may complete the record As-Built drawings.

1.2.12 Arrange for delivery and storage, protection and security for Owner-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project. Coordinate with or assign these activities to the appropriate contractor who is responsible for the installation of such materials, systems, and equipment.

1.2.13 With the Architect and the Owner's maintenance personnel, observe the Contractors' check-out of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing.

1.2.14 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall prepare for the Architect and the Inspector a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect and the Inspector in conducting inspections. After the Architect certifies the Date of Substantial Completion of the Work, the Construction Manager along with the Inspector shall coordinate the correction and completion of the Work.

1.2.15 Assist the Architect and the Inspector in determining when the Project or a designated portion thereof is substantially complete. Prepare for the Architect and the Inspector a summary of the status of the Work of each Contractor, listing changes in the previously issued Certificates of Substantial Completion of the Work and recommending the times within which Contractors shall complete uncompleted items on their Certificate of Substantial Completion of the Work.

1.2.16 Following the Architect's issuance of a Certificate of Substantial Completion of the Project or designated portion thereof, evaluate the completion of the Work of the Contractors and make recommendations to the Architect and the Inspector when Work is ready for final inspection. Assist the Architect and the Inspector in conducting final inspections. Secure and transmit to the Owner required guarantees, affidavits, releases, bonds and waivers. Deliver all keys, manuals, record drawings and maintenance stocks to the Owner.

1.2.17 The extent of the duties, responsibilities and limitations of authority of the Construction Manager as a representative of the Owner during construction shall not be modified or extended without the written consent of the Owner and the Construction Manager.

1.3 ADDITIONAL SERVICES

The following Additional Services shall be performed upon mutual agreement between the Owner and the Construction Manager and authorization in writing from the Owner, and shall be paid for as provided for in this Agreement.

- 1.3.1 Not used.
- 1.3.2 Services related to Owner-furnished furniture, furnishings and equipment which are not a part of the Project.
- 1.3.3 Consultation on replacement of Work damaged by fire or other cause during construction, and furnishing services in conjunction with the replacement of such Work.
- 1.3.4 Services made necessary by the default of a Contractor.
- 1.3.5 Preparing to serve or serving as a witness in connection with any public other, or legal proceeding.
- 1.3.6 Recruiting or training maintenance personnel.
- 1.3.7 Inspections of, and services related to, the Project after the end of the Construction Phase.
- 1.3.8 Providing any other services not otherwise included in this Agreement.

1.4 TIME

- 1.4.1 The Construction Manager shall perform Basic and Additional Services as expeditiously as is consistent with reasonable skill and care and the orderly progress of the project.
- 1.4.2 Should the Project schedule be extended due to unforeseeable or unknown circumstances beyond the Construction Manager's control, the Construction Manager's performance contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of paragraph 1.3.8, ADDITIONAL SERVICES, of this contract.

1.5 DUTIES OF ARCHITECT AND INSPECTOR

Notwithstanding any provision to the contrary included in this Agreement, nothing in this Agreement shall supersede any legal duty or obligation of the Architect or Inspector required to be performed.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

- 2.1 The Owner shall provide full information regarding the requirements of the Project, which shall set forth the Owner's objectives, constraints and criteria.
- 2.2 The Owner shall provide a budget for the project in the form of an Allowance for Construction issued by the Office of Public School Construction.
- 2.3 The Owner shall designate a representative authorized to act in the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall examine documents submitted by the Construction Manager and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Project Manager's services.
- 2.4 The Owner shall retain an Architect whose services, duties and responsibilities are described in the Agreement between the Owner and the Architect. The Terms and Conditions of the Owner-Architect Agreement will be furnished to the Construction Manager. Actions taken by the Architect as agent of the

Owner shall be the acts of the Owner and the Construction Manager shall not be responsible for them.

2.5 The Owner shall retain an Inspector approved by the Architect whose services, duties and responsibilities are described in the Agreement between the Owner and the Inspector. The Terms and Conditions of the Owner-Inspector Agreement will be furnished to the Construction Manager. Actions taken by the Inspector as agent of the Owner shall be the acts of the Owner and the Construction Manager shall not be responsible for them.

2.6 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.7 The Owner shall obtain such legal, accounting and insurance counseling services as may be required to perform its duties under this Agreement, including such auditing services as the Owner may require to verify the Project Applications for Payment or to ascertain how or for what purposes the Contractors have used the monies paid by or on behalf of the Owner.

2.8 The Owner shall furnish the Construction Manager a sufficient quantity of construction documents.

2.9 The services, information and reports required by Paragraphs 2.1 through 2.8, inclusive, shall be furnished at the Owner's expense, and the Construction Manager shall be entitled to rely upon their accuracy and completeness.

2.10 If the Owner observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Construction Manager, the Architect and the Inspector.

2.11 The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Project Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner in writing if any such independent action will in any way compromise the Construction Manager's responsibilities under this Agreement.

2.12 The Owner shall furnish the required information and services and shall render approvals, and decisions as expeditiously as necessary for the orderly progress of the Construction Manager's services and the Work of the Contractors.

2.13 The Owner shall provide for and require competent, adequate and continuous inspection during construction by an inspector satisfactory to the Architect and the Department of General Services. The inspector shall act under the direction of the Architect as the Board of Education may direct, and shall be responsible to the Board of Education.

ARTICLE 3

CONSTRUCTION COST

3.1 Construction Cost shall be the total of the final Contract Sums of all of the separate Prime Contracts and the General Condition costs.

3.2 Construction Cost does not include the compensation of the Inspector, Architect and the Architect's consultants, the cost of the land, rights-of-way or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.8, inclusive.

3.3 A fixed limit has been established under Paragraph 2.2 by the Allowance for Construction. The Construction Manager shall consult with the Architect and the Owner to suggest reasonable adjustments in the scope of the Project, and to suggest alternate Bids in the Construction Documents to adjust the Construction Cost to the fixed limit.

3.4 If the fixed limit of Construction Cost is exceeded by the sum of the lowest figures from bona fide Bids, the Owner shall (1) give written approval of an increase in such fixed limit, or (2) cooperate in revising the scope and the quality of the Work as required to reduce the Construction Cost. In the case of item (2), the Construction Manager, without additional compensation, shall cooperate with the Owner and Architect as necessary to bring the Construction Cost within the fixed limit.

ARTICLE 4

CONSTRUCTION SUPPORT ACTIVITIES

4.1 Responsibilities for construction support activities provided are enumerated under Article 15, GENERAL CONDITIONS.

ARTICLE 5

DIRECT PERSONNEL EXPENSE

5.1 Direct Personnel Expense is defined as the direct salaries of all of the Construction Manager's personnel engaged on the Project, excluding those whose compensation is included in the fee, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

ARTICLE 6

PAYMENTS TO THE CONSTRUCTION MANAGER

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 An initial payment as set forth in Article 14.2.1.1 is due on the initial submittal of bid documents required in Paragraph 1.1.7.

6.1.2 Subsequent payments for the Basic Services shall be made monthly and shall be invoiced on the basis set forth in Articles 14.2.1.1, 14.2.1.2 and 14.2.1.3.

6.1.3 When compensation is based on a percentage of the total of the Contract Sums of all the separate Contracts, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Article 14.1.1 based on the lowest figures from bona fide Bids or negotiated proposals.

6.2 PAYMENTS ON ACCOUNT FOR ADDITIONAL SERVICES

Payments on account of the Construction Manager's Additional Services, as defined in Article 1.3, shall be made monthly upon presentation of the Construction Manager's statement of services rendered or costs incurred.

6.3 PAYMENTS WITHHELD

No deductions shall be made from the Construction Manager's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in Work other than those for which the Construction Manager is held legally liable.

6.4 PROJECT SUSPENSION OR ABANDONMENT

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Construction Manager shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Construction Manager's compensation shall be equitably adjusted.

6.4.2 If construction of the Project has started and is stopped by reason or circumstances not the fault of the Construction Manager, the Owner shall reimburse the Construction Manager for the costs of the Construction Manager's Project-site staff as provided for by the Agreement. The Construction Manager shall reduce the size of the Project-site staff after 30 days delay, or sooner if feasible, for the remainder of the delay period as directed by the Owner and, during that period, the Owner shall reimburse the Construction Manager for the costs of such staff prior to reduction. Upon the termination of the stoppage, the Construction Manager shall provide the necessary Project-site staff as soon as practicable.

ARTICLE 7

CONSTRUCTION MANAGER'S ACCOUNTING RECORDS

7.1 Records of costs pertaining to services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

NOT USED

ARTICLE 9

TERMINATION OF AGREEMENT

9.1 This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

9.2 This Agreement may be terminated by the Owner upon at least 14 days written notice to the Construction Manager in the event that the Project is permanently abandoned, as determined in a resolution passed by the Board of Education.

9.3 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for all services performed to the termination date together with all reasonable termination expenses.

9.4 Termination Expenses are defined as costs directly attributable to termination for which the Construction Manager is not otherwise compensated.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 Unless otherwise specified, this Agreement shall be governed by the laws of the State of California.

10.2 Not Used.

10.3 Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records and files of the Owner and the Construction Manager connected with the performance of this Agreement shall be subject to the examination and audit of the State Auditor at the request of the District or as part of any audit of the District for a period of three (3) years after final payment is made under this Agreement. The Construction Manager shall preserve and cause to be preserved such books, records and files for the audit period.

10.4 The Owner and the Construction Manager waive all rights against each other, and against the contractors, consultants, agents and employees of the other, for damages covered by any property insurance during construction. The Owner and the Construction Manager shall each require appropriate similar waivers from their contractors, consultants and agents.

10.5 Not Used.

10.6 Not Used.

ARTICLE 11

SUCCESSORS AND ASSIGNS

11.1 The Owner and the Construction Manager, respectively, bind themselves, their partners, successors, assigns and representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

ARTICLE 12

EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

12.2 Nothing contained herein shall be deemed to create any contractual relationship between the Construction Manager, the Architect and the Inspector or any of the Contractors, Subcontractors or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any

third party any claim or right of action against the Owner or the Construction Manager which does not otherwise exist without regard to this Agreement.

ARTICLE 13

INSURANCE AND INDEMNIFICATION

13.1 The Construction Manager shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims for damages, because of bodily injury, including personal injury, sickness, disease or death of any of the Construction Manager's employees or of any person; from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance of this Agreement and caused by negligent acts or omission for which the Construction Manager is legally liable.

13.2 The Construction Manager agrees to indemnify, pay for the defense of, and hold harmless the Owner, its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of action of whatsoever kind, nature or sort which may be incurred by reason of the Construction Manager's negligent acts and/or omissions in rendering any services hereunder.

ARTICLE 14

BASIS OF COMPENSATION

The Owner shall compensate the Construction Manager for the Scope of Services provided, in accordance with Article 6, Payments to the Construction Manager, and the other Terms and Conditions of this Agreement, as follows:

14.1 BASIC COMPENSATION

14.1.1 For Basic Services, as described in Paragraphs 1.1 and 1.2, as part of Basic Services, Basic Compensation (the Fee) shall be computed as follows:

Schedule for Construction Management Fees (Combined Pre-Construction and Construction Phases)

1. Eight percent of any portion of the first five hundred thousand dollars of the construction cost of the project (see Article 3.1).

2. Seven and one half percent of any portion of the next five hundred thousand dollars of the construction cost of the project (see Article 3.1).

3. Seven percent of any portion of the next one million dollars of the construction cost of the project (see Article 3.1).

4. Six percent of any portion of the next four million dollars of the construction cost of the project (see Article 3.1).

5. Five percent of any portion of the next four million dollars of the of the construction cost of the project (see Article 3.1).

6. Four percent of any portion of the construction cost of the project (see Article 3.1) in excess of ten million dollars.

14.1.2 General Conditions as described in Article 15, shall be reimbursed at cost not to exceed the following scale.

<u>Construction Cost</u>	<u>Non-Graduating Fee</u>
From \$1 to \$200 Thousand	15.0%
over \$200 Thousand to \$500 Thousand	14.0%
over \$500 Thousand to \$1 Million (M)	12.0%
over \$1M to \$2M	10.0%
over \$2M to \$5M	7.0%
over \$5M to \$50M	6.0%
over \$50M to \$100M	4.5%

These maximums shall be negotiated downward for services provided by the district.

14.1.3 The Construction Manager shall be responsible for ensuring the Work is completed within 120 CALENDAR DAYS from and after the date the Contractor is instructed in writing by the Owner to proceed with the Work. Should the Work not be completed within the time herein above stated or as modified by the Owner in approved change orders to this contract, the Construction Manager's fee shall be reduced by an amount of Five Hundred dollars (\$500.00) per day as liquidated damages, but not as a penalty, for each calendar day's delay after the expiration of such period until the final physical completion of the Work and its delivery to the Owner. Liquidated Damages shall not apply if the delay is through no fault of the Construction Manager or results from actions of the subcontractor independent of the control of the Construction Manager.

14.2 PAYMENT

14.2.1 Basic Services:

14.2.1.1 The Construction Manager shall invoice an initial payment of 50 percent of the total fee for Basic Services due on submission of completed bid packages and summaries as required in Paragraph 1.1.7.

14.2.1.2 The Construction Manager shall invoice 40 percent of the total fee for Basic Services in equal monthly increments for the performance period of the contract as established by the project construction schedule.

14.2.1.3 The Construction Manager shall invoice ten percent of the total fee for Basic Services 30 days after filing of the notice of completion by the Owner.

14.2.2 The Construction Manager shall invoice General Conditions costs monthly.

14.3 ADDITIONAL SERVICES

"Additional Services" would be as defined in the Construction Management Agreement and such services, as requested by the District, would be invoiced to the District at two times the Construction Manager's Direct Personnel expense as described in the Agreement, except for the following:

Item 1.3.7, "Inspections of, and services related to, the project after the end of the construction phase", as called out in the Agreement, will not be a part of "Additional Services", but will be performed by the Construction Manager for a period of one year after project completion at no additional costs to the Owner.

14.4 ACCOUNTS PAYABLE

Billings are due within thirty (30) calendar days of submission.

14.5 MATERIAL CHANGE

The Owner and the Construction Manager agree in accordance with the Terms and Conditions of this Agreement that if the Scope of the Project or the Construction Manager's Services are changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 15

GENERAL CONDITIONS

General Conditions of the project are defined as those generic support conditions which must be in place to support all construction aspects of the project.

GENERAL CONDITION REIMBURSABLE COST ITEMS AND COST ESTIMATE OF THESE ITEMS THAT ARE NOT INCLUDED IN THE CONSTRUCTION MANAGEMENT FEE

<u>PHASE</u>	<u>CATEGORY</u>	<u>TOTAL</u>
10.04	Labor-Supervision	
10.05	Labor - Project Manager	
10.06	Project Engineer	
10.07	Labor-Foreman	
10.36	Labor-Clerical	
10.50	Labor-Engineering	
49.55	Safety	
340.00	Temporary Barricades	
420.00	Equipment Rentals	
446.00	Engineering & Layout	
447.00	CPM Schedule	
460.00	Temporary Toilets	
461.00	Telephone	
462.00	Temporary Water & Power	
463.00	As-Builts	
465.00	Temporary Buildings	
490.00	Gas & Auto	
510.00	Cleanup	
530.00	Security Service	
	TOTAL	

The aforementioned list of items is what we anticipate at this time, but it may not be a complete list in that it is contingent upon the needs and services required by the District for this project. These General Conditions are an estimate only.

ARTICLE 16

NOTICES

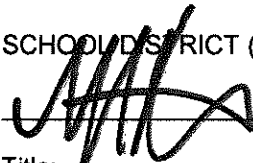
16.1 Any notice required to be served hereunder shall be in writing and shall be deemed given and served upon delivery personally, or three (3) calendar days after depositing in the United States mail, postage pre-paid, addressed to:

All Correspondence ETIWANDA SCHOOL DISTRICT
Addressed to the 6061 East Avenue
Owner: Etiwanda, CA 91739

All Correspondence MILLER CONSTRUCTION
Addressed to the 8447 Maple Place
Construction Manager: Rancho Cucamonga, CA 91730

This Agreement is executed the day and year first written above.

SCHOOL DISTRICT (Agent):

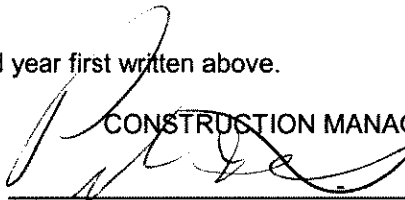


Title: FEB 10 2023

Date: _____

Michael Higgins
Director of Operations &
Facilities

CONSTRUCTION MANAGER:


Peter Clinton

Title: Vice President

Date: January 18, 2023

CLERK'S CERTIFICATE

I, _____, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item _____ *(Approval of agreement/contract between Etiwanda School District and Miller Construction, for construction management services-, for Interim Housing project at Summit Intermediate School ML030223A-09.)* that was duly passed, approved and adopted at a regular meeting place thereof on the 2nd day of March 2023, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: March 2, 2023

Clerk of the Board of Trustees
of the Etiwanda School District

**FORM OF AGREEMENT BETWEEN
OWNER AND CONSTRUCTION PROJECT MANAGER
(CONSTRUCTION MANAGEMENT)**

AGREEMENT made as of the 18th day of January in the year Two Thousand Twenty Three
BETWEEN the ETIWANDA SCHOOL DISTRICT, hereinafter called the OWNER, and
MILLER CONSTRUCTION hereinafter called the CONSTRUCTION MANAGER for the
following project:

**TERRA VISTA ELEMENTARY SCHOOL
H POD RESTROOM AND 2023 GROWTH PORTABLES**

The ARCHITECT for the project is: Ruhnau-Clarke Architects
3771 10th Street
Riverside, CA 92501

The OWNER and the CONSTRUCTION MANAGER agree as set forth in the following.

**TERMS AND CONDITIONS OF AGREEMENT BETWEEN
OWNER AND CONSTRUCTION MANAGER**

ARTICLE 1

**CONSTRUCTION MANAGER'S SERVICES
AND RESPONSIBILITIES**

The Construction Manager agrees to further the interests of the School District by furnishing the Construction Manager's skill and judgment in cooperation with, and in reliance upon, the services of an architect. The Construction Manager agrees to furnish business administration and management services and to perform in an expeditious and economical manner consistent with the interests of the Owner.

BASIC SERVICES

The Construction Manager's Basic Services consist of the two Phases described below and in Article 15, General Conditions.

1.1 PRECONSTRUCTION PHASE

1.1.1 Assign responsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and services for common use of Contractors. Verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

1.1.2 Review the Drawings and Specifications to provide that (1) the Work of the separate Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

1.1.3 Develop a Summary Project Construction Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each separate Contractor. Provide the Project Construction Schedule for each set of Bidding Documents.

1.1.4 Ensure that all Contracts for Construction are competitively bid when required by law.

1.1.5 Ensure the following requirements are included in all proposed contract documents.

1.1.5.1 Applicable requirements for equal employment opportunity programs shall be included in the proposed Contract Documents.

1.1.5.2 The following bonding requirements, at the noted limits, shall be included in the proposed contract documents:

- a. Performance bond at 100 percent of the contract amount
- b. Labor and material bond at 100 percent of the contract amount.

1.1.6 The Construction Manager shall not be a bidder on any individual contract within the project. However, the Construction Manager shall develop Bidders' interest in the Project, establish bidding schedules, and issue Bidding Documents to Bidders. Conduct pre-bid conferences to familiarize Bidders with the Bidding Documents and management techniques and with any special systems, materials or methods. Assist the Architect with the receipt of questions from Bidders, and with the issuance of Addenda.

1.1.7 With the Architect's assistance, the Construction Manager shall receive Bids, prepare bid summaries (SAB 515, Summary of Bids) and make recommendations to the Owner for award of Contracts or rejection of Bids. Summaries of bids representing all work in the project shall be submitted to the Office of Public School Construction as one package. A copy of the proposed contract for each successful bidder shall be included.

1.1.7.1 The summary of bids shall classify all bids according to State Allocation Board cost allowance categories. When a bid includes work in more than one cost category, the summary shall assign an appropriate amount to each.

1.1.7.2 The Construction Manager shall certify in writing that the contracts contained in the submittal represent all the prime contracts required to perform the work in the contract plans and specifications of the total project, and that no additional prime contracts are foreseen to complete the necessary work.

1.1.8 With the Architect's assistance, the Construction Manager shall conduct pre-award conferences with successful Bidders. Assist the Owner in preparing Construction Contracts.

1.2 CONSTRUCTION PHASE

The Construction Phase will commence with the award of the initial Construction Contract and, together with the Construction Manager's obligation to provide Basic Services under this Agreement, will end 30 days after acceptance by the Owner as indicated by the recording of the Notice of Completion.

1.2.1 The Construction Manager, in cooperation with the Architect and Inspector, shall provide administration of the Contracts for Construction.

1.2.2 Provide administrative, management and related services as required to coordinate Work of the Contractors with each other and with the activities and responsibilities of the Construction Manager, the Owner, the Architect and the Inspector to complete the Project in accordance with the Owner's objectives for cost, time and quality. Provide sufficient organization, personnel and management to carry out the requirements of this Agreement.

1.2.2.1 Schedule and conduct preconstruction, construction and progress meetings to discuss such matters as procedures, progress problems and scheduling.

1.2.2.2 Consistent with the Project Construction Schedule issued with the Bidding Documents, and utilizing the Contractor's construction schedules provided by the separate Contractors, update the Project Construction Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time procurement. Include the Owner's occupancy requirements showing portions of the Project having occupancy priority. Update and reissue the Project Construction Schedule as required to show current conditions and revisions required by actual experience.

1.2.2.3 Endeavor to achieve satisfactory performance from each of the contractors. Recommend courses of action to the Owner when requirements of a Contract are not being fulfilled, and the non performing party will not take satisfactory corrective action.

1.2.3 Incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

1.2.3.1 Recommend necessary or desirable changes to the Architect, the Inspector and the Owner,

review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect, the Inspector and the Owner, and if they are accepted, prepare and sign Change Orders for the Architect's signature and the Owner's authorization.

1.2.3.2 Develop and implement procedures for the review and processing of Applications by Contractors for progress and final payments. Make recommendations to the Architect for certification to the Owner for payment.

1.2.3.3 Provide regular monitoring of the approved estimates of Construction Cost, showing actual costs for activities in progress, and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise the Owner and the Architect whenever project costs exceed budgets or estimates.

1.2.3.4 Maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1.2.4 Ensure that safety programs are developed by each of the Contractors as required by their Contract Documents and coordinate the safety programs for the project.

1.2.5 Assist in obtaining building permits and special permits for permanent improvements. Verify that the Owner has paid applicable fees and assessments. Assist in obtaining approvals from authorities having jurisdiction over the Project.

1.2.6 If required, assist the Owner in selecting and retaining the professional services of surveyors, special consultants and testing laboratories. Coordinate their services.

1.2.7 Determine that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents. Endeavor to guard the Owner against defects and deficiencies in the Work. Make recommendations to the Architect and the Inspector regarding special inspection or testing of Work not in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed. Inform Architect and Inspector of Work that Project Manager believes to not conform to the requirements of the Contract documents and should be rejected by the Architect.

1.2.7.1 The Construction Manager shall not be responsible for construction means, methods, techniques, sequences and procedures employed by Contractors in the performance of their Contracts, and shall not be responsible for the failure of any Contractor to carry out Work in accordance with the Contract Documents.

1.2.8 Consult with the Architect and the Owner if any Contractor requests interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions which may arise.

1.2.9 Receive Certificates of Insurance from the Contractors, and forward them to the Owner's purchasing agent.

1.2.10 Receive from the Contractors and review all Shop Drawings, Product Data, Samples and other submittals. Coordinate them with information contained in related documents and transmit to the Architect for review and approval. In collaboration with the Architect, establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.

1.2.11 Record the progress of the Project. Submit written progress reports to the Owner, the Architect

and the Inspector including information on each Contractor and each Contractor's Work, as well as the entire Project, showing percentages of completion and the number and amounts of Change Orders. Keep a daily log containing a record of weather, Contractors, Work on the site, number of workers, Work accomplished, problems encountered, and other similar relevant data as the Owner may require. Make the log available to the Owner and the Architect.

1.2.11.1 Maintain at the Project site, on a current basis: a record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts or Work. Maintain records of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. Make all records available to the Owner, the Architect and the Inspector. At the completion of the Project, deliver all such records to the Architect for the Owner, such that the Architect may complete the record As-Built drawings.

1.2.12 Arrange for delivery and storage, protection and security for Owner-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project. Coordinate with or assign these activities to the appropriate contractor who is responsible for the installation of such materials, systems, and equipment.

1.2.13 With the Architect and the Owner's maintenance personnel, observe the Contractors' check-out of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing.

1.2.14 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall prepare for the Architect and the Inspector a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect and the Inspector in conducting inspections. After the Architect certifies the Date of Substantial Completion of the Work, the Construction Manager along with the Inspector shall coordinate the correction and completion of the Work.

1.2.15 Assist the Architect and the Inspector in determining when the Project or a designated portion thereof is substantially complete. Prepare for the Architect and the Inspector a summary of the status of the Work of each Contractor, listing changes in the previously issued Certificates of Substantial Completion of the Work and recommending the times within which Contractors shall complete uncompleted items on their Certificate of Substantial Completion of the Work.

1.2.16 Following the Architect's issuance of a Certificate of Substantial Completion of the Project or designated portion thereof, evaluate the completion of the Work of the Contractors and make recommendations to the Architect and the Inspector when Work is ready for final inspection. Assist the Architect and the Inspector in conducting final inspections. Secure and transmit to the Owner required guarantees, affidavits, releases, bonds and waivers. Deliver all keys, manuals, record drawings and maintenance stocks to the Owner.

1.2.17 The extent of the duties, responsibilities and limitations of authority of the Construction Manager as a representative of the Owner during construction shall not be modified or extended without the written consent of the Owner and the Construction Manager.

1.3 ADDITIONAL SERVICES

The following Additional Services shall be performed upon mutual agreement between the Owner and the Construction Manager and authorization in writing from the Owner, and shall be paid for as provided for in this Agreement.

- 1.3.1 Not used.
- 1.3.2 Services related to Owner-furnished furniture, furnishings and equipment which are not a part of the Project.
- 1.3.3 Consultation on replacement of Work damaged by fire or other cause during construction, and furnishing services in conjunction with the replacement of such Work.
- 1.3.4 Services made necessary by the default of a Contractor.
- 1.3.5 Preparing to serve or serving as a witness in connection with any public other, or legal proceeding.
- 1.3.6 Recruiting or training maintenance personnel.
- 1.3.7 Inspections of, and services related to, the Project after the end of the Construction Phase.
- 1.3.8 Providing any other services not otherwise included in this Agreement.

1.4 TIME

- 1.4.1 The Construction Manager shall perform Basic and Additional Services as expeditiously as is consistent with reasonable skill and care and the orderly progress of the project.
- 1.4.2 Should the Project schedule be extended due to unforeseeable or unknown circumstances beyond the Construction Manager's control, the Construction Manager's performance contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of paragraph 1.3.8, ADDITIONAL SERVICES, of this contract.

1.5 DUTIES OF ARCHITECT AND INSPECTOR

Notwithstanding any provision to the contrary included in this Agreement, nothing in this Agreement shall supersede any legal duty or obligation of the Architect or Inspector required to be performed.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

- 2.1 The Owner shall provide full information regarding the requirements of the Project, which shall set forth the Owner's objectives, constraints and criteria.
- 2.2 The Owner shall provide a budget for the project in the form of an Allowance for Construction issued by the Office of Public School Construction.
- 2.3 The Owner shall designate a representative authorized to act in the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall examine documents submitted by the Construction Manager and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Project Manager's services.
- 2.4 The Owner shall retain an Architect whose services, duties and responsibilities are described in the Agreement between the Owner and the Architect. The Terms and Conditions of the Owner-Architect Agreement will be furnished to the Construction Manager. Actions taken by the Architect as agent of the

Owner shall be the acts of the Owner and the Construction Manager shall not be responsible for them.

2.5 The Owner shall retain an Inspector approved by the Architect whose services, duties and responsibilities are described in the Agreement between the Owner and the Inspector. The Terms and Conditions of the Owner-Inspector Agreement will be furnished to the Construction Manager. Actions taken by the Inspector as agent of the Owner shall be the acts of the Owner and the Construction Manager shall not be responsible for them.

2.6 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.7 The Owner shall obtain such legal, accounting and insurance counseling services as may be required to perform its duties under this Agreement, including such auditing services as the Owner may require to verify the Project Applications for Payment or to ascertain how or for what purposes the Contractors have used the monies paid by or on behalf of the Owner.

2.8 The Owner shall furnish the Construction Manager a sufficient quantity of construction documents.

2.9 The services, information and reports required by Paragraphs 2.1 through 2.8, inclusive, shall be furnished at the Owner's expense, and the Construction Manager shall be entitled to rely upon their accuracy and completeness.

2.10 If the Owner observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Construction Manager, the Architect and the Inspector.

2.11 The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Project Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner in writing if any such independent action will in any way compromise the Construction Manager's responsibilities under this Agreement.

2.12 The Owner shall furnish the required information and services and shall render approvals, and decisions as expeditiously as necessary for the orderly progress of the Construction Manager's services and the Work of the Contractors.

2.13 The Owner shall provide for and require competent, adequate and continuous inspection during construction by an inspector satisfactory to the Architect and the Department of General Services. The inspector shall act under the direction of the Architect as the Board of Education may direct, and shall be responsible to the Board of Education.

ARTICLE 3

CONSTRUCTION COST

3.1 Construction Cost shall be the total of the final Contract Sums of all of the separate Prime Contracts and the General Condition costs.

3.2 Construction Cost does not include the compensation of the Inspector, Architect and the Architect's consultants, the cost of the land, rights-of-way or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.8, inclusive.

3.3 A fixed limit has been established under Paragraph 2.2 by the Allowance for Construction. The Construction Manager shall consult with the Architect and the Owner to suggest reasonable adjustments in the scope of the Project, and to suggest alternate Bids in the Construction Documents to adjust the Construction Cost to the fixed limit.

3.4 If the fixed limit of Construction Cost is exceeded by the sum of the lowest figures from bona fide Bids, the Owner shall (1) give written approval of an increase in such fixed limit, or (2) cooperate in revising the scope and the quality of the Work as required to reduce the Construction Cost. In the case of item (2), the Construction Manager, without additional compensation, shall cooperate with the Owner and Architect as necessary to bring the Construction Cost within the fixed limit.

ARTICLE 4

CONSTRUCTION SUPPORT ACTIVITIES

4.1 Responsibilities for construction support activities provided are enumerated under Article 15, GENERAL CONDITIONS.

ARTICLE 5

DIRECT PERSONNEL EXPENSE

5.1 Direct Personnel Expense is defined as the direct salaries of all of the Construction Manager's personnel engaged on the Project, excluding those whose compensation is included in the fee, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

ARTICLE 6

PAYMENTS TO THE CONSTRUCTION MANAGER

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 An initial payment as set forth in Article 14.2.1.1 is due on the initial submittal of bid documents required in Paragraph 1.1.7.

6.1.2 Subsequent payments for the Basic Services shall be made monthly and shall be invoiced on the basis set forth in Articles 14.2.1.1, 14.2.1.2 and 14.2.1.3.

6.1.3 When compensation is based on a percentage of the total of the Contract Sums of all the separate Contracts, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Article 14.1.1 based on the lowest figures from bona fide Bids or negotiated proposals.

6.2 PAYMENTS ON ACCOUNT FOR ADDITIONAL SERVICES

Payments on account of the Construction Manager's Additional Services, as defined in Article 1.3, shall be made monthly upon presentation of the Construction Manager's statement of services rendered or costs incurred.

6.3 PAYMENTS WITHHELD

No deductions shall be made from the Construction Manager's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in Work other than those for which the Construction Manager is held legally liable.

6.4 PROJECT SUSPENSION OR ABANDONMENT

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Construction Manager shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Construction Manager's compensation shall be equitably adjusted.

6.4.2 If construction of the Project has started and is stopped by reason or circumstances not the fault of the Construction Manager, the Owner shall reimburse the Construction Manager for the costs of the Construction Manager's Project-site staff as provided for by the Agreement. The Construction Manager shall reduce the size of the Project-site staff after 30 days delay, or sooner if feasible, for the remainder of the delay period as directed by the Owner and, during that period, the Owner shall reimburse the Construction Manager for the costs of such staff prior to reduction. Upon the termination of the stoppage, the Construction Manager shall provide the necessary Project-site staff as soon as practicable.

ARTICLE 7

CONSTRUCTION MANAGER'S ACCOUNTING RECORDS

7.1 Records of costs pertaining to services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

NOT USED

ARTICLE 9

TERMINATION OF AGREEMENT

9.1 This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

9.2 This Agreement may be terminated by the Owner upon at least 14 days written notice to the Construction Manager in the event that the Project is permanently abandoned, as determined in a resolution passed by the Board of Education.

9.3 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for all services performed to the termination date together with all reasonable termination expenses.

9.4 Termination Expenses are defined as costs directly attributable to termination for which the Construction Manager is not otherwise compensated.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 Unless otherwise specified, this Agreement shall be governed by the laws of the State of California.

10.2 Not Used.

10.3 Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records and files of the Owner and the Construction Manager connected with the performance of this Agreement shall be subject to the examination and audit of the State Auditor at the request of the District or as part of any audit of the District for a period of three (3) years after final payment is made under this Agreement. The Construction Manager shall preserve and cause to be preserved such books, records and files for the audit period.

10.4 The Owner and the Construction Manager waive all rights against each other, and against the contractors, consultants, agents and employees of the other, for damages covered by any property insurance during construction. The Owner and the Construction Manager shall each require appropriate similar waivers from their contractors, consultants and agents.

10.5 Not Used.

10.6 Not Used.

ARTICLE 11

SUCCESSORS AND ASSIGNS

11.1 The Owner and the Construction Manager, respectively, bind themselves, their partners, successors, assigns and representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

ARTICLE 12

EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

12.2 Nothing contained herein shall be deemed to create any contractual relationship between the Construction Manager, the Architect and the Inspector or any of the Contractors, Subcontractors or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any

third party any claim or right of action against the Owner or the Construction Manager which does not otherwise exist without regard to this Agreement.

ARTICLE 13

INSURANCE AND INDEMNIFICATION

13.1 The Construction Manager shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims for damages, because of bodily injury, including personal injury, sickness, disease or death of any of the Construction Manager's employees or of any person; from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance of this Agreement and caused by negligent acts or omission for which the Construction Manager is legally liable.

13.2 The Construction Manager agrees to indemnify, pay for the defense of, and hold harmless the Owner, its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of action of whatsoever kind, nature or sort which may be incurred by reason of the Construction Manager's negligent acts and/or omissions in rendering any services hereunder.

ARTICLE 14

BASIS OF COMPENSATION

The Owner shall compensate the Construction Manager for the Scope of Services provided, in accordance with Article 6, Payments to the Construction Manager, and the other Terms and Conditions of this Agreement, as follows:

14.1 BASIC COMPENSATION

14.1.1 For Basic Services, as described in Paragraphs 1.1 and 1.2, as part of Basic Services, Basic Compensation (the Fee) shall be computed as follows:

Schedule for Construction Management Fees (Combined Pre-Construction and Construction Phases)

1. Eight percent of any portion of the first five hundred thousand dollars of the construction cost of the project (see Article 3.1).

2. Seven and one half percent of any portion of the next five hundred thousand dollars of the construction cost of the project (see Article 3.1).

3. Seven percent of any portion of the next one million dollars of the construction cost of the project (see Article 3.1).

4. Six percent of any portion of the next four million dollars of the construction cost of the project (see Article 3.1).

5. Five percent of any portion of the next four million dollars of the of the construction cost of the project (see Article 3.1).

6. Four percent of any portion of the construction cost of the project (see Article 3.1) in excess of ten million dollars.

14.1.2 General Conditions as described in Article 15, shall be reimbursed at cost not to exceed the following scale.

<u>Construction Cost</u>	<u>Non-Graduating Fee</u>
From \$1 to \$200 Thousand	15.0%
over \$200 Thousand to \$500 Thousand	14.0%
over \$500 Thousand to \$1 Million (M)	12.0%
over \$1M to \$2M	10.0%
over \$2M to \$5M	7.0%
over \$5M to \$50M	6.0%
over \$50M to \$100M	4.5%

These maximums shall be negotiated downward for services provided by the district.

14.1.3 The Construction Manager shall be responsible for ensuring the Work is completed within 120 CALENDAR DAYS from and after the date the Contractor is instructed in writing by the Owner to proceed with the Work. Should the Work not be completed within the time herein above stated or as modified by the Owner in approved change orders to this contract, the Construction Manager's fee shall be reduced by an amount of Five Hundred dollars (\$500.00) per day as liquidated damages, but not as a penalty, for each calendar day's delay after the expiration of such period until the final physical completion of the Work and its delivery to the Owner. Liquidated Damages shall not apply if the delay is through no fault of the Construction Manager or results from actions of the subcontractor independent of the control of the Construction Manager.

14.2 PAYMENT

14.2.1 Basic Services:

14.2.1.1 The Construction Manager shall invoice an initial payment of 50 percent of the total fee for Basic Services due on submission of completed bid packages and summaries as required in Paragraph 1.1.7.

14.2.1.2 The Construction Manager shall invoice 40 percent of the total fee for Basic Services in equal monthly increments for the performance period of the contract as established by the project construction schedule.

14.2.1.3 The Construction Manager shall invoice ten percent of the total fee for Basic Services 30 days after filing of the notice of completion by the Owner.

14.2.2 The Construction Manager shall invoice General Conditions costs monthly.

14.3 ADDITIONAL SERVICES

"Additional Services" would be as defined in the Construction Management Agreement and such services, as requested by the District, would be invoiced to the District at two times the Construction Manager's Direct Personnel expense as described in the Agreement, except for the following:

Item 1.3.7, "Inspections of, and services related to, the project after the end of the construction phase", as called out in the Agreement, will not be a part of "Additional Services", but will be performed by the Construction Manager for a period of one year after project completion at no additional costs to the Owner.

14.4 ACCOUNTS PAYABLE

Billings are due within thirty (30) calendar days of submission.

14.5 MATERIAL CHANGE

The Owner and the Construction Manager agree in accordance with the Terms and Conditions of this Agreement that if the Scope of the Project or the Construction Manager's Services are changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 15

GENERAL CONDITIONS

General Conditions of the project are defined as those generic support conditions which must be in place to support all construction aspects of the project.

**GENERAL CONDITION REIMBURSABLE COST ITEMS
AND COST ESTIMATE OF THESE ITEMS THAT ARE NOT INCLUDED
IN THE CONSTRUCTION MANAGEMENT FEE**

<u>PHASE</u>	<u>CATEGORY</u>	<u>TOTAL</u>
10.04	Labor-Supervision	
10.05	Labor - Project Manager	
10.06	Project Engineer	
10.07	Labor-Foreman	
10.36	Labor-Clerical	
10.50	Labor-Engineering	
49.55	Safety	
340.00	Temporary Barricades	
420.00	Equipment Rentals	
446.00	Engineering & Layout	
447.00	CPM Schedule	
460.00	Temporary Toilets	
461.00	Telephone	
462.00	Temporary Water & Power	
463.00	As-Builts	
465.00	Temporary Buildings	
490.00	Gas & Auto	
510.00	Cleanup	
530.00	Security Service	
	TOTAL	

The aforementioned list of items is what we anticipate at this time, but it may not be a complete list in that it is contingent upon the needs and services required by the District for this project. These General Conditions are an estimate only.

ARTICLE 16

NOTICES

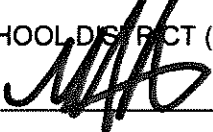
16.1 Any notice required to be served hereunder shall be in writing and shall be deemed given and served upon delivery personally, or three (3) calendar days after depositing in the United States mail, postage pre-paid, addressed to:

All Correspondence ETIWANDA SCHOOL DISTRICT
Addressed to the 6061 East Avenue
Owner: Etiwanda, CA 91739

All Correspondence MILLER CONSTRUCTION
Addressed to the 8447 Maple Place
Construction Manager: Rancho Cucamonga, CA 91730

This Agreement is executed the day and year first written above.

SCHOOL DISTRICT (Agent):



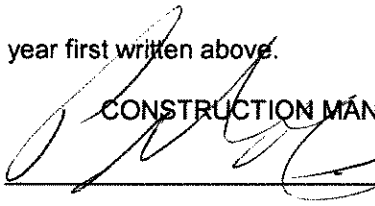
Title: _____

Date: _____

FEB 10 2023

**Michael Higgins
Director of Operations &
Facilities**

CONSTRUCTION MANAGER:


_____ Peter Clinton

Title: Vice President

Date: January 18, 2023

CLERK'S CERTIFICATE

I, _____, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item _____ *(Approval of agreement/contract between Etiwanda School District and Miller Construction, for construction management services-, for H Pod Restroom and 2023 Growth Portables project at Terra Vista Elementary School ML030223A-10.)* that was duly passed, approved and adopted at a regular meeting place thereof on the 2nd day of March 2023, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: March 2, 2023

Clerk of the Board of Trustees
of the Etiwanda School District

Phone (909) 899-2451

Etiwanda School District
6061 East Avenue
Etiwanda, CA 91739

Fax (909) 803-3021

Proposal and Field Contract for Services under \$60,000

Contracts \$1001 - \$59,999 Prevailing Wage Rates Required

THIS CONTRACT made and entered into this 31st day of January, 2023, by and between Etiwanda School District hereinafter called the "District" and Tint City, Inc. hereinafter called the "Contractor."

WITNESSETH, the parties do hereby contract and agree as follows:

1. The Contractor shall furnish to the District for \$ 1,965.42 the following services:
WINDOW TINT (NV 15%) ADMIN. BUILDING @ CPL (Quote dated 1-23-23)
2. The term of this contract shall begin January 31st, 2023, and end completion of work, 20
3. Payment Schedule: payments to be processed upon satisfactory completion, acceptance of work by District, and receipt of invoice.
4. Inspection shall be performed by Mike Higgins.
5. The Contract includes the terms and conditions as printed and set forth on the reverse side of this page, and the Contractor, by executing this Agreement, agrees to comply with such terms and conditions.
6. The Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days from the date of acceptance by the District.
7. IN WITNESS THEREOF, the parties hereunto have subscribed to this Agreement, including all Contract Documents as indicated below:

<u> </u>	Specifications/Scope of Work Statement
<u> </u>	Purchase Order
<u> </u>	Labor & Materials Release (must be submitted prior to payment)
<u> </u>	Workers' Compensation (must be submitted prior to commencing work)
<u> x </u>	Liability Insurance Certificates for \$ 1 million personal and \$1 million property damage
<u> </u>	These certificates must name the District and California Schools Risk Management as Additionally
<u> </u>	Insured with the endorsement on form CG20(10/26)0704 and CG20370704, 3 pages total, or 20101185 2 pages
<u> </u>	total Liquidated damages of \$ <u> </u> per calendar day to commence on <u> </u> If Contract is over
<u> </u>	\$24,999, labor material payment and performance bonds MUST be submitted.
8. Contractor shall contact school site Principal at least 24 hours prior to work start.
9. Contractor shall arrange work start time with District Service Center at (909) 803-3150 at least 24 hours prior to start.

Name (Print): <u>Marissa Ceballos</u>	
Title: <u>Sales Manager</u>	
Signature: <u>[Signature]</u>	
Company Name and Address:	
<u>Tint City, Inc.</u>	
<u>10340 Foothill Blvd.</u>	
<u>Rancho Cucamonga, CA 91730</u>	
License: <u>#981567</u>	

Name	
(Print): <u>Michael Higgins</u>	
Title: <u>Director of Operations & Facilities</u>	
Signature: <u>[Signature]</u>	
ETIWANDA SCHOOL DISTRICT	



Loma Linda
34654 Redlands Blvd.
Loma Linda, CA 92354
909-478-0229

Rancho Cucamonga
10340 Foothill Blvd.
Rancho C., CA 91730
909-481-9200

Corona
1630 E. Ontario Ave. #103
Corona, CA 92501
951-278-4600

ADDRESS

JEFF FRASER
SUPERVISOR OF FACILITIES
6061 EAST AVENUE
ETIWANDA, CA 91739

Flat Glass

DATE 01/23/2023

YEAR/MAKE/MODEL
NA

SHADES
NV 15%

AUTO/ HOME/ OFFICE
OFFICE

ACTIVITY**AMOUNT**

JOB SITE: CARLTON LIGHTFOOT ELEMENTARY
6989 KENYON WAY, RANCHO CUCAMONGA CA 91701

COMMERCIAL:COMMERCIAL INSTALLATION

1,468.00

24 X 48 (2)

24 X 26 (2)

41 X 45

41 X 42.5

41 X 21

45 X 45

45 X 42

45 X 21

62 X 45

62 X 42

62 X 21

20 X 70

Labor

497.42

Labor Prevailing Wage

3M NIGHT VISON LIFETIME WARRANTY ON ALL WORKMANSHIP AND 15 YEAR WARRANTY ON THE MATERIAL

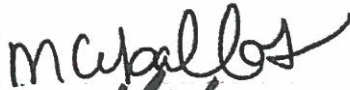
UP TO 72% TOTAL SOLAR ENERGY REJECTED

99% UV PROTECTION

(Residential & Commercial) Acknowledgement: All work is guaranteed by Tint City to be performed in a professional matter. Any alterations and/or deviations to the above specified

quote/work order involving cost changes must be agreed upon writing by both parties. This quote/work order may be withdrawn at the option of Tint City if not accepted with a period of _____ days from its issuance date.

Saleperson
Signature



Customer
Signature



TOTAL

\$1,965.42

Accepted By Mike Higgins, Architect, AIA, LEED AP
Director of Operations and Facilities
Etiwanda School District

Accepted Date 1-31-23

RC030223A-02

Contract/PO#

Phone (909) 899-2451

Etiwanda School District
6061 East Avenue
Etiwanda, CA 91739

Fax (909) 803-3021

Proposal and Field Contract for Services under \$60,000

Contracts \$1001 - \$59,999 Prevailing Wage Rates Required

THIS CONTRACT made and entered into this 8 day of February, 2023, by and between Etiwanda School District hereinafter called the "District" and Owen Electric Inc hereinafter called the "Contractor."

WITNESSETH, the parties do hereby contract and agree as follows:

1. The Contractor shall furnish to the District for \$ 24,580.00 the following services:
Repair and replace parking lot lighting fixtures at Solorio Elementary per proposal dated 11/7/22
2. The term of this contract shall begin March 3, 2023, and end August 3, 2023
3. Payment Schedule: payments to be processed upon satisfactory completion, acceptance of work by District, and receipt of invoice.
4. Inspection shall be performed by Antonio Hernandez
5. The Contract includes the terms and conditions as printed and set forth on the reverse side of this page, and the Contractor, by executing this Agreement, agrees to comply with such terms and conditions.
6. The Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 150 days from the date of acceptance by the District.
7. IN WITNESS THEREOF, the parties hereunto have subscribed to this Agreement, including all Contract Documents as indicated below:

<u>x</u>	Specifications/Scope of Work Statement
<u>x</u>	Purchase Order
<u>x</u>	Labor & Materials Release (must be submitted prior to payment)
<u>x</u>	Workers' Compensation (must be submitted prior to commencing work)
<u>x</u>	Liability Insurance Certificates for \$ 1 million personal and \$1 million property damage
	These certificates must name the District and California Schools Risk Management as Additionally
	Insured with the endorsement on form CG20(10/26)0704 and CG20370704, 3 pages total, or 20101185 2 pages
	total Liquidated damages of \$ _____ per calendar day to commence on _____ If Contract is over
	\$24,999, labor material payment and performance bonds MUST be submitted.
8. Contractor shall contact school site Principal at least 24 hours prior to work start.
9. Contractor shall arrange work start time with District Service Center at (909) 803-3150 at least 24 hours prior to start.

Name (Print): TIM OWEN
 Title: U.P.
 Signature: [Signature]
 Company Name and Address:
Owen Electric Inc
8889 Archibald Ave
Rancho Cucamonga, ca 91730
x
 License: 468212 DIR 1000012291

Name
 (Print): Mike Higgins
 Title: Director of Operations and Facilities
 Signature: [Signature]
ETIWANDA
SCHOOL DISTRICT

OWEN ELECTRIC INC.

No. 4767

Date 11-7-22

Proposal Submitted To:

TONY

ETIWANDA SCHOOL DISTRICT

Job Name/Location:

SOLORIO ELEMENTARY REPAIR

PROPOSAL

8889 Archibald ave
Rancho Cucamonga

California 91730
(909)987-7782

E-Mail Address

tjo8889@aol.com

WE ARE PLEASED TO SUBMIT THE FOLOWING PROPOSAL

REPAIR AND REPLACE PARKING LOT LIGHTING FIXTURES

26 - 150 WATT 50 K LED LIGHT FIXTURES AND POLE ADAPTERS

**PROPOSAL AMOUNT
APPROVED**


Mike Higgins, Architect, AIA, LEED AP
Director of Operations and Facilities
Etiwanda School District

11/09/2022

Generate Purchase Order

We Propose hereby to furnish material and labor - complete in accordance with above specifications,for the sum of:

LABOR \$ 10,980.00 MATERIAL \$ 13,600.00

dollars (\$ 24,580.00)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Thank you for your consideration

Authorized Signature TIM OWEN

Note: This proposal may be withdrawn after 30 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance _____ Signature _____

Phone (909) 899-2451

Etiwanda School District
6061 East Avenue
Etiwanda, CA 91739

Fax (909) 803-3021

Proposal and Field Contract for Services under \$60,000

Contracts \$1001 - \$59,999 Prevailing Wage Rates Required

THIS CONTRACT made and entered into this 31 day of January, 2023, by and between Etiwanda School District hereinafter called the "District" and SPEC Construction Co., Inc hereinafter called the "Contractor."

WITNESSETH, the parties do hereby contract and agree as follows:

1. The Contractor shall furnish to the District for \$30,820.00 the following services:
Regrade existing parking lot to create level areas where erosion is occurring/add base as required at East Heritage
2. The term of this contract shall begin March 10, 2023, and end August 10, 2023
3. Payment Schedule: payments to be processed upon satisfactory completion, acceptance of work by District, and receipt of invoice.
4. Inspection shall be performed by Antonio Hernandez
5. The Contract includes the terms and conditions as printed and set forth on the reverse side of this page, and the Contractor, by executing this Agreement, agrees to comply with such terms and conditions.
6. The Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 150 days from the date of acceptance by the District.
7. IN WITNESS THEREOF, the parties hereunto have subscribed to this Agreement, including all Contract Documents as indicated below:

<u>x</u>	Specifications/Scope of Work Statement
<u>x</u>	Purchase Order
<u>x</u>	Labor & Materials Release (must be submitted prior to payment)
<u>x</u>	Workers' Compensation (must be submitted prior to commencing work)
<u>x</u>	Liability Insurance Certificates for \$ 1 million personal and \$1 million property damage
	These certificates must name the District and California Schools Risk Management as Additionally
	Insured with the endorsement on form CG20(10/26)0704 and CG20370704, 3 pages total, or 20101185 2 pages
	total Liquidated damages of \$ _____ per calendar day to commence on _____ If Contract is over
<u>x</u>	\$24,999, labor material payment and performance bonds MUST be submitted.
8. Contractor shall contact school site Principal at least 24 hours prior to work start.
9. Contractor shall arrange work start time with District Service Center at (909) 803-3150 at least 24 hours prior to start.

Name (Print): Chaz Delafosse

Title: President

Signature: Chaz Delafosse

Company Name and Address:

SPEC Construction Co., Inc

115 W. Main Street

Ontario, Ca 91761

x

License: 419626 DIR # 1000007706

Name
(Print): Mike Higgins

Title: Director of Operations and Facilities

Signature: [Signature]

**ETIWANDA
SCHOOL DISTRICT**

SPEC Construction Co., Inc.

Commercial ~ Residential ~ Industrial

License #419626

Etiwanda School District Proposal & Contract

#3144

Date: January 25th 2023

To: Antonio Hernandez

East Heritage

Inclusions: Site walk

- | | |
|--------------------------------------------------------------------------------------------------------|-------------|
| 1. Regrade existing parking lot to create level areas where erosion is occurring/ add base as required | \$22,000.00 |
| 2. Stripe existing base parking lot/ no seal coating required | \$4,800.00 |

Generate Purchase Order

Sub Total:	\$26,800.00
P&O @ 15%	\$ 4,020.00
Total:	\$30,820.00

excludes: temp fencing/ removal of footings/ permit or plans

The work described in this proposal will be completed for the sum of: \$30,820.00
Any deviation from the above descriptions involving extra costs will be executed upon written agreement only. Payments to be made as determined with balance to be due upon completion of contract specifications. Spec Construction CO, Inc. reserves the right to review an approved set of plans for any changes that might have a direct effect on the contract amount.

Respectfully submitted by,

Chaz Delafosse/President

AH
01/25/2023

**PROPOSAL AMOUNT
APPROVED**


Mike Higgins, Architect, AIA, LEED AP
Director of Operations and Facilities
Etiwanda School District

01/25/2023

RC030223R-04

Contract/PO# 3109

Phone (909) 899-2451

Etiwanda School District
6061 East Avenue
Etiwanda, CA 91739

Fax (909) 803-3021

Proposal and Field Contract for Services under \$60,000

Contracts \$1001 - \$59,999 Prevailing Wage Rates Required

THIS CONTRACT made and entered into this 24 day of January, 2023, by and between Etiwanda School District hereinafter called the "District" and US Landscape Inc. hereinafter called the "Contractor."

WITNESSETH, the parties do hereby contract and agree as follows:

1. The Contractor shall furnish to the District for \$10,852.51 the following services:
Remove overgrown plant material and install short size plants to prevent animals hiding on them @ EAST HERITAGE
2. The term of this contract shall begin May 25, 2023, and end August 1, 2023
3. Payment Schedule: payments to be processed upon satisfactory completion, acceptance of work by District, and receipt of invoice.
4. Inspection shall be performed by Ruben Lorita.
5. The Contract includes the terms and conditions as printed and set forth on the reverse side of this page, and the Contractor, by executing this Agreement, agrees to comply with such terms and conditions.
6. The Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 68 days from the date of acceptance by the District.
7. IN WITNESS THEREOF, the parties hereunto have subscribed to this Agreement, including all Contract Documents as indicated below:
 - x Specifications/Scope of Work Statement
 - x Purchase Order
 - x Labor & Materials Release (must be submitted prior to payment)
 - x Workers' Compensation (must be submitted prior to commencing work)
 - x Liability Insurance Certificates for \$ 1 million personal and \$1 million property damageThese certificates must name the District and California Schools Risk Management as Additionally Insured with the endorsement on form CG20(10/26)0704 and CG20370704, 3 pages total, or 20101185 2 pages total Liquidated damages of \$ _____ per calendar day to commence on _____. If Contract is over \$24,999, labor material payment and performance bonds MUST be submitted.
8. Contractor shall contact school site Principal at least 24 hours prior to work start.
9. Contractor shall arrange work start time with District Service Center at (909) 803-3150 at least 24 hours prior to start.

Name (Print): Jose Orozco

Title: Owner

Signature: 

Company Name and Address:

US Landscape Inc

1613 Deanna Way

Redlands, Ca 92374

x

License: 1019065 DIR# 1000055962

Name

(Print): Mike Higgins

Title: Director of Operations and Facilities

Signature: 

**ETIWANDA
SCHOOL DISTRICT**

US Landscape Inc.
1613 Deanna Way
Redlands, CA 92374 US
+1 9095714298
Jorozco@uslandscapeinc.com

Estimate 2355

RECIEVED
01/10/2023
OPERATIONS

#3109



Coyote issue

ADDRESS

Ruben Lorita
Etiwanda School District
6061 East Ave
Etiwanda, Ca 91739

DATE
12/28/2022

TOTAL
\$10,852.51

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		East Heritage Elementary School			
	Demolition	Labor and equipment to remove all existing plant material from designated planters by North side of school. hauling and dump fees included.	1	3,275.00	3,275.00
	Plant Material	1gl plant material to be installed at slope areas on North side planters. (variety to be determinate)	120	10.00	1,200.00T
	Landscape Labor	Labor to install 1gl plant material at slope areas on North side planters.	12	98.00	1,176.00
	Plant Material	5gl plant material to be installed at flat areas on North side planters.(variety to be determinate)	36	28.00	1,008.00T
	Landscape labor	Labor to install 5gl plant material at flat areas on North side planters.	6	98.00	588.00
	Irrigation material	Equipment and Material to convert existing irrigation in to Drip system on planters by North side of school. Drip valves, filter, pressure regulator, tubing, emitters included,	1	975.00	975.00T
	Irrigation labor	Labor to cancel existing irrigation and convert it in to drip system on planters by North side of school.	24	98.00	2,352.00

Proposal is to remove overgrown plant material and install short size plants to prevent animals hiding on them, install Irrigation Drip system on North side planters at East Heritage Elementary school.

SUBTOTAL 10,574.00
TAX 278.51

TOTAL \$10,852.51

THANK YOU.

PROPOSAL AMOUNT APPROVED

Mike Higgins, Architect, AIA, LEED AP
Director of Operations and Facilities
Etiwanda School District

Price is based on "unit pricing" list. Please accept and review the following scope of work.
01/10/2023

Phone (909) 899-2451

Etiwanda School District
6061 East Avenue
Etiwanda, CA 91739

Fax (909) 803-3021

Proposal and Field Contract for Services under \$60,000

Contracts \$1001 - \$59,999 Prevailing Wage Rates Required

THIS CONTRACT made and entered into this 24 day of January, 2023, by and between Etiwanda School District hereinafter called the "District" and US Landscape Inc. hereinafter called the "Contractor."

WITNESSETH, the parties do hereby contract and agree as follows:

1. The Contractor shall furnish to the District for \$7,394.63 the following services:
Remove raised planters, plant material, soil and irrigation from designated planter on Kindergarten area at Solorio
2. The term of this contract shall begin May 25, 2023, and end August 1, 2023
3. Payment Schedule: payments to be processed upon satisfactory completion, acceptance of work by District, and receipt of invoice.
4. Inspection shall be performed by Ruben Lorita.
5. The Contract includes the terms and conditions as printed and set forth on the reverse side of this page, and the Contractor, by executing this Agreement, agrees to comply with such terms and conditions.
6. The Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 68 days from the date of acceptance by the District.
7. IN WITNESS THEREOF, the parties hereunto have subscribed to this Agreement, including all Contract Documents as indicated below:

<u> x </u>	Specifications/Scope of Work Statement
<u> x </u>	Purchase Order
<u> x </u>	Labor & Materials Release (must be submitted prior to payment)
<u> x </u>	Workers' Compensation (must be submitted prior to commencing work)
<u> x </u>	Liability Insurance Certificates for \$ 1 million personal and \$1 million property damage
	These certificates must name the District and California Schools Risk Management as Additionally
	Insured with the endorsement on form CG20(10/26)0704 and CG20370704, 3 pages total, or 20101185 2 pages
	total Liquidated damages of \$ _____ per calendar day to commence on _____ If Contract is over
	\$24,999, labor material payment and performance bonds MUST be submitted.
8. Contractor shall contact school site Principal at least 24 hours prior to work start.
9. Contractor shall arrange work start time with District Service Center at (909) 803-3150 at least 24 hours prior to start.

Name (Print): Jose Orozco

Title: Owner

Signature: 

Company Name and Address:

US Landscape Inc

1613 Deanna Way

Redlands, Ca 92374

 x

License: 1019065 DIR# 1000055962

Name

(Print): Mike Higgins

Title: Director of Operations and Facilities

Signature: 

**ETIWANDA
SCHOOL DISTRICT**

US Landscape Inc.
1613 Deanna Way
Redlands, CA 92374 US
+1 9095714298
Jorozco@uslandscapeinc.com

Estimate 2354 RECEIVED
01/10/2023
OPERATIONS

#3111



ADDRESS

Ruben Lorita
Etiwanda School District
6061 East Ave
Etiwanda, Ca 91739

DATE
12/28/2022

TOTAL
\$7,394.63

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Cecilia Lucero Solorio Elementary School			
	Demolition	Equipment to remove existing raised planter beds, all plant material and 4" of soil from designated planter at Kindergarten area. Hauling and dump fees included	1	1,875.00	1,875.00
	Landscape Labor	Labor to remove planters, plant material and 4" of soil.	24	98.00	2,352.00
	Irrigation	Equipment and Material to cancel existing irrigation system on designated planter, Relocate grass valve, extend irrigation main line and wiring to grass area next to it.	1	750.00	750.00T
	Irrigation labor	Labor to cancel existing irrigation system on designated planter, Relocate grass valve, extend irrigation main line and wiring to grass area next to it.	24	98.00	2,352.00

Proposal is to remove raised Planters, Plant material, soil and Irrigation from designated planter on Kindergarten area at Cecilia Lucero Solorio Elementary school.

SUBTOTAL 7,329.00
TAX 65.63

TOTAL \$7,394.63

Accepted By

Accepted Date

THANK YOU.

PROPOSAL AMOUNT APPROVED

[Signature]

Mina Higgins, Architect, AIA, LEED AP
Director of Operations and Facilities
Etiwanda School District
01/10/2023

Price is based on "unit pricing" list. Please accept and review the following scope of work.

Phone (909) 899-2451

Etiwanda School District
6061 East Avenue
Etiwanda, CA 91739

Fax (909) 803-3021

Proposal and Field Contract for Services under \$60,000

Contracts \$1001 - \$59,999 Prevailing Wage Rates Required

THIS CONTRACT made and entered into this 24 day of January, 2023, by and between Etiwanda School District hereinafter called the "District" and US Landscape Inc. hereinafter called the "Contractor."

WITNESSETH, the parties do hereby contract and agree as follows:

1. The Contractor shall furnish to the District for \$59,648.75 the following services:
Remove plant material and install rocks on catch basin behind Etiwanda School District Office
2. The term of this contract shall begin March 2, 2023, and end June 2, 2023
3. Payment Schedule: payments to be processed upon satisfactory completion, acceptance of work by District, and receipt of invoice.
4. Inspection shall be performed by Ruben Lorita.
5. The Contract includes the terms and conditions as printed and set forth on the reverse side of this page, and the Contractor, by executing this Agreement, agrees to comply with such terms and conditions.
6. The Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 90 days from the date of acceptance by the District.
7. IN WITNESS THEREOF, the parties hereunto have subscribed to this Agreement, including all Contract Documents as indicated below:

<u> x </u>	Specifications/Scope of Work Statement
<u> x </u>	Purchase Order
<u> x </u>	Labor & Materials Release (must be submitted prior to payment)
<u> x </u>	Workers' Compensation (must be submitted prior to commencing work)
<u> x </u>	Liability Insurance Certificates for \$ 1 million personal and \$1 million property damage
	These certificates must name the District and California Schools Risk Management as Additionally
	Insured with the endorsement on form CG20(10/26)0704 and CG20370704, 3 pages total, or 20101185 2 pages
	total Liquidated damages of \$ _____ per calendar day to commence on _____ If Contract is over
<u> x </u>	\$24,999, labor material payment and performance bonds MUST be submitted.
8. Contractor shall contact school site Principal at least 24 hours prior to work start.
9. Contractor shall arrange work start time with District Service Center at (909) 803-3150 at least 24 hours prior to start.

Name (Print): Jose Orozco

Title: Owner

Signature: [Signature]

Company Name and Address:

US Landscape Inc

1613 Deanna Way

Redlands, Ca 92374

 x

License: 1019065 DIR# 1000055962

Name

(Print): Mike Higgins

Title: Director of Operations and Facilities

Signature: [Signature]

**ETIWANDA
SCHOOL DISTRICT**

US Landscape Inc.
1613 Deanna Way
Redlands, CA 92374 US
+1 9095714298
Jorozco@uslandscapeinc.com

Estimate 2352
RECIEVED
01/10/2023
OPERATIONS



#3112

ADDRESS

Ruben Lorita
Etiwanda School District
6061 East Ave
Etiwanda, Ca 91739

DATE
12/28/2022

TOTAL
\$59,648.75

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Etiwanda District Office			
	Landscaping	Equipment to remove all plant material and dirt/roots from catch basin behind District office. (Tractors, Trucks, Hauling and Dump fees included)	1	14,000.00	14,000.00
	Landscape labor	Labor to remove plant material and dirt/roots from catch basin, behind District Office.	72	98.00	7,056.00
	Landscaping	Labor and Material to install commercial grade cloth (weed barrier) under and over gravel layer.	1	975.00	975.00
	Decorative rock	Equipment and Material to install 12" thick layer of 3/4" gravel at bottom of catch basin. Drainage purposes (96 cubic yards) Tractor and delivery fees included.	1	13,440.00	13,440.00T
	Landscape Labor	Labor to install 3/4" gravel on catch basin.	48	98.00	4,704.00
	Decorative rock	Equipment and Material to install a layer of 6"-18" Rip Rap Rocks for drainage purposes at catch basin. Tractor and Delivery fees included.	1	12,500.00	12,500.00T
	Landscape labor	Labor to install Rip Rap rocks on Catch Basin.	48	98.00	4,704.00

Proposal is to remove plant material and install rocks on Catch Basin behind Etiwanda School District Office.

SUBTOTAL 57,379.00
TAX 2,269.75

PROPOSAL AMOUNT
APPROVED

Mike Higgins, Architect, AIA, LEED AP
Director of Operations and Facilities
Etiwanda School District

Price is based on "unit pricing" list. Please accept and review the following scope of work.

01/10/2023

TOTAL \$59,648.75

THANK YOU.

Phone (909) 899-2451

Etiwanda School District
6061 East Avenue
Etiwanda, CA 91739

Fax (909) 803-3021

Proposal and Field Contract for Services under \$60,000

Contracts \$1001 - \$59,999 Prevailing Wage Rates Required

THIS CONTRACT made and entered into this 24 day of January, 2023, by and between Etiwanda School District hereinafter called the "District" and US Landscape Inc. hereinafter called the "Contractor."

WITNESSETH, the parties do hereby contract and agree as follows:

- The Contractor shall furnish to the District for \$85,595.00 the following services:
Renovate and properly grade existing track pathway at Heritage Intermediate
- The term of this contract shall begin May 25, 2023, and end August 1, 2023
- Payment Schedule: payments to be processed upon satisfactory completion, acceptance of work by District, and receipt of invoice.
- Inspection shall be performed by Ruben Lorita.
- The Contract includes the terms and conditions as printed and set forth on the reverse side of this page, and the Contractor, by executing this Agreement, agrees to comply with such terms and conditions.
- The Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 68 days from the date of acceptance by the District.
- IN WITNESS THEREOF, the parties hereunto have subscribed to this Agreement, including all Contract Documents as indicated below:

<u>x</u>	Specifications/Scope of Work Statement
<u>x</u>	Purchase Order
<u>x</u>	Labor & Materials Release (must be submitted prior to payment)
<u>x</u>	Workers' Compensation (must be submitted prior to commencing work)
<u>x</u>	Liability Insurance Certificates for \$ 1 million personal and \$1 million property damage
	These certificates must name the District and California Schools Risk Management as Additionally
	Insured with the endorsement on form CG20(10/26)0704 and CG20370704, 3 pages total, or 20101185 2 pages
	total Liquidated damages of \$ _____ per calendar day to commence on _____ If Contract is over
<u>x</u>	\$24,999, labor material payment and performance bonds MUST be submitted.
- Contractor shall contact school site Principal at least 24 hours prior to work start.
- Contractor shall arrange work start time with District Service Center at (909) 803-3150 at least 24 hours prior to start.

Name (Print): Jose Orozco

Title: Owner

Signature: 

Company Name and Address:

US Landscape Inc

1613 Deanna Way

Redlands, Ca 92374

x

License: 1019065 DIR# 1000055962

Name

(Print): Mike Higgins

Title: Director of Operations and Facilities

Signature: 

**ETIWANDA
SCHOOL DISTRICT**

US Landscape Inc.
1613 Deanna Way
Redlands, CA 92374 US
+1 9095714298
Jorozco@uslandscapeinc.com

Estimate 2356

RECEIVED:
01/10/2023
OPERATIONS



3110

ADDRESS

Ruben Lorita
Etiwanda School District
6061 East Ave
Etiwanda, Ca 91739

DATE
12/28/2022

TOTAL
\$85,595.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Heritage Intermediate School			
	Equipment	Equipment to remove 280 cubic yards of mixed material from pathway around field at Heritage Intermediate school.(including scraper, loader, hauling and disposal fees.)	1	13,000.00	13,000.00
	Landscape labor	Labor to remove 4" layer of mixed material from pathway around field at Heritage Intermediate school.	175	98.00	17,150.00
	Material	Decomposed Granite with stabilizer, tan color. 4" layer.	280	110.00	30,800.00T
	Equipment	Equipment to Install 280 cubic yards of DG on pathway around field at Heritage Intermediate school.(including tractor, roller and delivery fees.)	1	4,800.00	4,800.00
	Landscape labor	Labor to install and properly grade 4" layer of DG on pathway around field at Heritage Intermediate school.	175	98.00	17,150.00

Proposal is to renovate and properly grade existing DG pathway at Heritage Intermediate School.

SUBTOTAL 82,900.00
TAX 2,695.00

TOTAL \$85,595.00

Accepted By

Accepted Date

THANK YOU

PROPOSAL AMOUNT APPROVED

[Signature]

Mike Higgins, Architect, AIA, LEED AP
Director of Operations and Facilities
Etiwanda School District
01/10/2023

Price is based on "unit pricing" list. Please accept and review the following scope of work.

Retirement

Required Form (If any)	Class Record	Title	Required Hard Copy Retention	Recommended Period	Reason for Recommended Retention	If Imaged	
						Hard Copy Retention	Media/ Electronic Retention
OASDI							
	1	OASDI Reports Permanent	Permanent	4 Years	Permanent	--	--
	1	States Reports of Adjustments -OASDI	Permanent	Permanent		4 Years	Permanent
PERS							
	3	Membership Data Forms - PERS	3 Years	4 Years	Timing/Fiscal Year	--	--
	1	Payroll Listing for PERS	Permanent	Permanent		4 Years	Permanent
	3	Request for Final Payroll Information - PERS	3 Years	4 Years	Timing/Fiscal Year	--	--
STRS							
	2	Certificate of Termination and Computation of Sick Leave - STRS	4 Years	5 Years	Final Audit	--	--
	3	Membership Data Forms - STRS	3 Years	4 Years	Timing/Fiscal Year	--	--
	1	Sick Leave Summary Transmittal - STRS	Permanent	Permanent		4 Years	Permanent
	3	STRS Approval of Disability Allowance	3 Years	4 Years	Timing/Fiscal Year	--	--
	1	STRS - Contribution Transmittal Report	Permanent	Permanent		4 Years	Permanent
	1	STRS Report of Retirement Contributions (Monthly)	Permanent	Permanent		4 Years	Permanent
	3	STRS Verification of Services	3 Years	4 Years	Timing/Fiscal Year	--	--
	3	STRS Verification (Part-time and Substitute)	3 Years	4 Years	Timing/Fiscal Year	--	--
OTHER							
	3	Authorization for Contribution and/or Rate Adjustment	3 Years	4 Years	Payment Period Plus 3 Years	--	--
	3	Report of Status Change or Separation	3 Years	4 Years	Timing/Fiscal Year	--	--
	1	Retirees Separation Listing	Permanent	Permanent		4 Years	Permanent

Class 1: Permanent Records

Class 2: Optional Records

Class 3: Disposable Records

(--) Feasibility to Microfilm at District Discretion

(*) - Became part of the Local Control Funding Formula in budget year 2013-14

(**) Flexibility pursuant to SBX3 4, Section 15 or ABX4 2, Section 15

Payroll

Required Form (if any)	Class Record	Title	Required Hard Copy Retention	Recommended Period	Reason for Recommended Retention	If Imaged	
						Hard Copy Retention	Media/ Electronic Retention
	1	Termination Records - Payroll	Permanent	Permanent		4 Years	Permanent
	1	Time Records (Accrued Vacations, Sick Leave, etc.)	Permanent	Permanent		4 Years	Permanent
	1	Time Reports (Payroll - Certificated and Classified)	Permanent	Permanent		4 Years	Permanent
	3	Time Sheets/Cards	3 Years	4 Years	Timing/Fiscal Year	--	--
J-3	1	Unemployment Insurance Report	Permanent	Permanent		4 Years	Permanent
W-2	1	Wage and Tax Statement	Permanent	Permanent		4 Years	Permanent

Class 1: Permanent Records

Class 2: Optional Records

Class 3: Disposable Records

(--) Feasibility to Microfilm at District Discretion

Accounting & Budget Records... continued

Record Number	Class	Description	Retention	Disposition	Retention	Disposition	Retention	Disposition
J-12	1	Instructional Television Program Cost Data Report	Permanent	Permanent			4 Years	Permanent
SACS (J-251)	1	Interim Financial Reports	Permanent	Permanent			4 Years	Permanent
	3	Investment Records	3 Years	4 Years	Timing/Fiscal Year		--	--
	3	Invoices, District - Outgoing	3 Years	4 Years	Timing/Fiscal Year		--	--
	3	Invoices, Vendors	3 Years	4 Years	Timing/Fiscal Year		--	--
	3	Journals - All Funds	3 Years	4 Years	Fiscal Accountability		--	--
	3	Journal Vouchers	3 Years	4 Years	Timing/Fiscal Year		--	--
	3	Ledgers - All Funds	3 Years	Permanent	Fiscal Accountability		--	--
	1	Mentor Teacher Financial Report	Permanent	Permanent			4 Years	Permanent
J-9 MH-A	1	Morgan-Hart Program to Reduce Class Size in Grade 9 Report of Enrollment	Permanent	Permanent			4 Years	Permanent
SACS (J-380/580)	1	National Public Education Financial Matrix Survey	Permanent	Permanent			4 Years	Permanent
J-31	1	Notification of Intent to Direct Order Instructional Materials Using State Instructional Materials Allowance	Permanent	Permanent			4 Years	Permanent
J-30	1	Notification of Intent to Utilize the State Credit System Instructional Materials Fund	Permanent	Permanent			4 Years	Permanent
	3	Petty Cash Payments Memo	3 Years	4 Years	Timing/Fiscal Year		--	--
	3	Preliminary Revenue Limit	3 Years	4 Years	Timing/Fiscal Year		--	--
CD-2921	3	Preschool Incentive Grant Application	3 Years	4 Years	Timing/Fiscal Year		--	--
SACS-PCR (J-380)	1	Program Cost Report	Permanent	Permanent			4 Years	Permanent
SACS-PCRAF (J-380)	1	Program Cost Report - Allocation Factors	Permanent	Permanent			4 Years	Permanent
	2	Prior Year Conversion K-8 IMF Direct Order Districts	4 Years	5 Years	Final Audit		--	--
SACS (J-380)	1	Prior Year Expenditures by Object Matrix Within Program for General Fund	Permanent	Permanent			4 Years	Permanent
	1	Program Application and Financial Report (Mentor Teacher)	Permanent	Permanent			4 Years	Permanent
A-127-D	1	Program Financial Report (Staff Development Projects)	Permanent	Permanent			4 Years	Permanent
	3	Purchase Orders - Board Copy	3 Years	4 Years	Fiscal Accountability		--	--
	3	Receipts - District Collections	3 Years	4 Years	Timing/Fiscal Year		--	--
J-73.1	1	Report of Accounts Receivable	Permanent	Permanent			4 Years	Permanent
J-152	1	Report of Attendance and Cost of Educating Adults in County Correctional Facilities	Permanent	Permanent			4 Years	Permanent
J-65	1	Report of Attendance for Development Centers for the Handicapped	Permanent	Permanent			4 Years	Permanent
J-73.2	1	Report of Current Liabilities	Permanent	Permanent			4 Years	Permanent
J-22.2C	1	Report of Driver Training Vehicles or Simulators	Permanent	Permanent			4 Years	Permanent
J-111-A	1	Report of Individual Class Sessions as Required by Education Code Section 41374	Permanent	Permanent			4 Years	Permanent
	2	Report of Interest Earned on Instructional Materials (Direct Order Districts)	4 Years	5 Years	Final Audit		--	--
J-29.1	1	Report of "Miscellaneous" Funds	Permanent	Permanent			4 Years	Permanent
J-35	1	Report of Necessary Small High Schools	Permanent	Permanent			4 Years	Permanent
J-20-P1	1	Report of Necessary Small Schools	Permanent	Permanent			4 Years	Permanent
J-20-P2	1	Report of Necessary Small Schools	Permanent	Permanent			4 Years	Permanent
St Software (J-7)	1	Report of Regular Day Classes and Enrollment for Kindergarten and Elementary Grades	Permanent	Permanent			4 Years	Permanent
J-22.26	1	Report of Replaced Driver Training Vehicles or Simulators Used Exclusively for Driver Training	Permanent	Permanent			4 Years	Permanent

Class 1 -Permanent Records Class 2 -Optional Records Class 3 -Disposable Records

-- Feasibility to Microfilm at District Discretion

Records Retention Manual



6061 East Avenue, Etiwanda, California 91739

www.etiwanda.k12.ca.us

(909) 899-2451 FAX (909) 899-4741

**CLASSIFIED - DISTRICT LEVEL MANAGEMENT
SALARY SCHEDULE
With 10% Increase Effective 7/1/2022
2022-2023**

POSITION	Total Compensation Days	STEP	ANNUAL
Director of Fiscal Services	260	1	\$ 172,573
		2	\$ 176,026
		3	\$ 179,547
		4	\$ 183,137
		5	\$ 186,800
Director of Operations & Facilities Systems Engineer Security & Network	260	1	\$ 113,844
		2	\$ 118,883
		3	\$ 123,921
		4	\$ 128,968
		5	\$ 134,004
		6	\$ 139,044
Child Nutrition Manager Data Systems Manager	260	1	\$ 91,795
		2	\$ 96,394
		3	\$ 100,993
		4	\$ 105,569
		5	\$ 110,168
		6	\$ 114,744
Behavioral Specialist School Occupational Therapist II	220**	1	\$ 109,382
		2	\$ 111,209
		3	\$ 113,322
School Occupational Therapist I	207**	1	\$ 102,571
		2	\$ 104,286
		3	\$ 106,268
Associate Clinical Counselor	185	1	\$ 67,529
		2	\$ 68,871
		3	\$ 70,250

*Total compensation retroactive increase not applicable

**Includes holiday and vacation days

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
DISTRICT FINANCIAL SERVICES

REQUEST FOR NEW FUND/RESOURCE/SUB-FUND

District : Etiwanda School District Date: 2/9/2023

District Contact : MICHAEL MANCUSO Phone: 909-803-3097

Authorized Agent Signature: 



REQUEST FOR FUND/SUB-FUND



REQUEST TO CLOSE FUND/SUB FUND

Attached is Board Certification requesting the establishment or closure of a project, fund (sub-fund).

Fund 35-9717 # 57/67702-00- Date: 3/2/2023

002

Sub-Fund

#

Date:

To Close Fund Fund balance and cash must equal zero			
Interfund Transfer Closing Balances	to	Fund#	Ref #
Residual Interest to be transferred	to	Fund#	
If Balance is zero attach screen dump of On-line Cash			
District Financial Services:			
Processed Interfund	Date	BY	
Field Definition Notated	Date	BY	
Complete Fund Closure	FAS () Schools ()	Date	By
Business Advisory Services:			
Request to Redirect Interest Sent	Date	BY	
Conversion Charts Updated	Deposit ()	BY	
Property Tax	()	BY	
Interest	()	BY	

If Sub-Fund is State School Building Program in Funds 30 or 35 – Must attach

- ☐ Final accounting Review of Project Financing and Expenditures
- ☐ Confirmation Letter of Audit Completion
- ☐ If Closing Fund 30 to Fund 35 Project Processing Declaration Form

☐ **REQUEST FOR FEDERAL RESOURCE**

Attached is Grant/Entitlement Letter or Application identifying New Resource

Name: _____ PCA # _____

BAS ONLY

State Title:

Abbreviation:

Business Advisory Services	
# Assigned	Initials
Yes NO	
() ()	Range
() ()	Combos
Date	DFS

☐ **REQUEST FOR STATE RESOURCE**

Attached is Grant/Entitlement Letter or Application identifying New Resource

Name: _____ PCA # _____

BAS ONLY

State Title:

Abbreviation:

Business Advisory Services	
# Assigned	Initials
Yes NO	
() ()	Range
() ()	Combos
Date	DFS



Project Main Page

[Return to Search Results](#)

DSA eTracker: (Project Lacks a Valid DSA Number)
Application: 57/67702-00-002
County: San Bernardino
District: Etiwanda Elementary
Site: Caryn Elementary
District Rep: Mr Douglas Claflin

[Details](#)

[Fund Releases](#)

[Budget Summary](#)

[Transaction Detail](#)

[Modernization Eligibility](#)

[New Construction Eligibility](#)

This is Preliminary Project

If you have any questions regarding this information you can contact the assigned Project Manager:

OPSC Project Manager: Kirk Aranda
Telephone: (279) 946-8457
E-mail Address: kirk.aranda@dgs.ca.gov

* % complete on xx/xx/xxxx = Status of project as of the latest Expenditure Report.

Closed xx/xx/xxxx = Closeout audit complete on the date specified.

Application Complete = Application is being processed to the next available SAB.

PM Complete = Application has been processed for SAB consideration.

Withdrawn = Project withdrawn at district's request.

Rescinded = SAB has approved the return of bond funds.



Project Main Page

Return to Search Results

DSA eTracker: (Project Lacks a Valid DSA Number)
Application: 57/67702-00-002
County: San Bernardino
District: Etiwanda Elementary
Site: Caryn Elementary
District Rep: Mr Douglas Claflin

[Details](#)

[Fund Releases](#)

[Budget Summary](#)

[Transaction Detail](#)

[Modernization Eligibility](#)

[New Construction Eligibility](#)

Project Number	Claim Schedule Number	OPSC Processing Date	Warrant Issued Date	Amount Released
57/67702-00-002	1878	1/12/2023	1/12/2023	\$2,934,356
TOTAL CLAIMS:				\$2,934,356

For additional information regarding this report please contact Paula Felseghi at (279) 946-8469, or e-mail at OPSCFundRelease@dgs.ca.gov



California Department of General Services

PROJECT TRACKING

PTN GENERATOR

REPORTS

PTN HELP

Project Main Page

Return to Search Results

DSA eTracker: (Project Lacks a Valid DSA Number)
 Application: 57/67702-00-002
 County: San Bernardino
 District: Etiwanda Elementary
 Site: Caryn Elementary
 District Rep: Mr Douglas Claflin

[Details](#)

[Fund Releases](#)

[Budget Summary](#)

[Transaction Detail](#)

[Modernization Eligibility](#)

[New Construction Eligibility](#)

Trans Type	Trans Sequence	Document Date	Bond Fund	Apportionment Amount	Expenditure Amount	Comment
A - Resolution	adjusted	11/28/2022	001-222	\$2,934,356		
E - Voucher ID	00001878	1/12/2023	001-222		\$2,934,356	
TOTAL:				\$2,934,356	\$2,934,356	

Transaction Sequences

- S Separate Site
- D Separate Design
- E Environmental Hardship Site
- J Separate Site and Design
- C Environmental Site and Design
- G Adjusted Grant



Project Main Page

Return to Search Results

DSA eTracker: (Project Lacks a Valid DSA Number)
Application: 57/67702-00-002
County: San Bernardino
District: Etiwanda Elementary
Site: Caryn Elementary
District Rep: Mr Douglas Claflin

[Details](#)

[Fund Releases](#)

[Budget Summary](#)

[Transaction Detail](#)

[Modernization Eligibility](#)

[New Construction Eligibility](#)

District Code	Attendance Area	Original SAB Approval Date	Recent SAB Approval
67702	0	7/26/2000	1/25/2023



Project Tracking Number Generator - Search

To view all PTNs for a district, enter only the 5-digit district code and click Search.

District Code (required):

Last four digits of PTN Number:

Search

	District Code	Project Number	School Name	Date Assigned	Created By
View	67702	89	CARYN ELEMENTARY	8/2/2017	District
District Info			Proposed Scope		
District Name	Etiwanda Elementary		School Type	Elementary	
District Code	67702		Modernization	Yes	
Project Number	89		New Construction	No	
School Name	CARYN ELEMENTARY		New Construction Type		
Proposed School Name			Relocatable Project Only	No	
District Representative	(1) Mr Douglas Claflin		Number of Relocatables	0	
	Construction of a new Office/Library Building		Number of Teaching Stations	0	
			Project Contains	<input type="checkbox"/> Gym <input type="checkbox"/> Kitchen <input type="checkbox"/> Library <input type="checkbox"/> Multi-purpose	
Notes			Estimated Square Footage	6300	
			Site Acquisition Required	No	
			Proposed Acreage	0	
			Estimated Enrollment	0	
			Will State funding be requested?	Yes	



Project Tracking - Fund Release Report

Start Date: 12/1/2022

End Date: 2/8/2023

District Code: 67702

Refresh Form

Project Number	District Name	Claim Schedule Number	Date Released	Amount Released
57/67702-00-002	Etiwanda Elementary	1878	1/12/2023	\$2,934,356
TOTAL CLAIMS:				\$2,934,356

For additional information regarding this report please e-mail at OPSCProjectTrackingAdmin@dgs.ca.gov

CLERK'S CERTIFICATE

I, _____, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item _____.
(Approval of San Bernardino County Superintendent of Schools Request for New Fund/Resource/Sub-Fund requesting the establishment of Resource 9717 within Fund 35 (With regard to OPSC application 57/67702-00-002 for Caryn Elementary Modernization).) that was duly passed, approved and adopted at a regular meeting place thereof on the 2nd day of March, 2023, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: March 2, 2023

Clerk of the Board of Trustees
of the Etiwanda School District



DW Long Rangers

Learn Today to Lead Tomorrow

Comprehensive School Safety Plan APPROVAL FORM 2022 - 2023

Reviewed, Updated and Submitted By:

☐ School Site Council (SSC) **OR** ☐ Safety Planning Committee

Roster of Individuals who Developed, Reviewed and Updated the Safety Plan
(list all participants and their title/affiliation)

Law Enforcement Review

Shared with:

<input checked="" type="checkbox"/> Fontana Police Department Or <input type="checkbox"/> Rancho Cucamonga Sheriff's Department	Name: <u>MATTHEW RODRIGUES</u>	Signature: <u>[Signature]</u> #1141	Date: <u>2/13/23</u>
------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------	----------------------------------------	-------------------------

Public Meeting (pursuant to Education Code 32288)

Date: 12/15/2022 Location: Zoom

School Site Council Adopted on: Date 2/13/23

[Signature]
Signature - SSC President

[Signature]
Principal

Approved by Board of Trustees

Approved By (EC 32288)
Etiwanda School District Board of Trustees
6061 East Avenue, Etiwanda, CA 91739 (909) 899-2451

Date Approved: _____



DW Long Elementary
2022-2023 SSC Roster



Name	Position	Year	Email Address
Nancy Sherod	Principal	Permanent	Nancy_Sherod@etiwanda.org
Paige Zemlock	Teacher	Year 2	Paige_Zemlock@etiwanda.org
Judy Gonzalez	Teacher	Year 2	judy_gonzalez@etiwanda.org
Laura Gomez	Teacher	Year 2 Secretary	Laura_Gomez@etiwanda.org
Kristina Kvalheim	Staff	Year 1	Kristina_Kvalheim@etiwanda.org
Matt Durkin	Parent	Year 2	matthew.paul.durkin@gmail.com
Heidi Houtz	Parent	Year 2 Second Chairperson	heidihoutz@gmail.com
Uriel Jasso	Parent	Year 1	uriel.jasso@gmail.com
Diana Plucker	Parent	Year 1	dicallari@gmail.com
Marisol Inzunza	ELAC Parent	Year 2 Chairperson	sunoccean18@gmail.com
Fatemah Saidi	ELAC Parent	Year 2	saidifatemeh@yahoo.com

Charlayne Sprague

Superintendent

Douglas M. Clafin

Assistant Superintendent of Business Services

Laura Rowland

Assistant Superintendent of Personnel Services

Jeannie Tavolazzi

Assistant Superintendent of Instruction and Pupil Services



Board of Trustees

Brynn Cadman

Robert Garcia

Dayna Karsch

David W. Long

Mondi M. Taylor

6061 East Avenue, Etiwanda, California 91739

www.etiwanda.k12.ca.us

(909) 899-2451

FAX (909) 803-3030

Comprehensive School Safety Plan

APPROVAL FORM

2022 - 2023

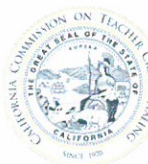
- ☐ CARLETON P. LIGHTFOOT ELEMENTARY
- ☐ CARYN ELEMENTARY
- ☐ CECILIA L. SOLORIO ELEMENTARY
- ☒ DAVID W. LONG ELEMENTARY
- ☐ DAY CREEK INTERMEDIATE
- ☐ EAST HERITAGE ELEMENTARY
- ☐ ETIWANDA COLONY ELEMENTARY
- ☐ ETIWANDA INTERMEDIATE
- ☐ FALCON RIDGE ELEMENTARY
- ☐ GRAPELAND ELEMENTARY
- ☐ HERITAGE INTERMEDIATE
- ☐ JOHN L. GOLDEN ELEMENTARY
- ☐ PERDEW ELEMENTARY
- ☐ SUMMIT INTERMEDIATE
- ☐ TERRA VISTA ELEMENTARY
- ☐ WEST HERITAGE ELEMENTARY
- ☐ WINDROWS ELEMENTARY

Reviewed By:

Name: Rancho Cucamonga Fire Dept.	Signature:	Date:
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Name: Fontana Fire Dept.	Signature: 	Date: 10/24/22
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June 2022



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: _____

Revised Declaration of Need for year: 2022-2023

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Etiwanda School District District CDS Code: 218

Name of County: San Bernardino County CDS Code: 36-67702

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 03 / 02 / 2023 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2023.

Submitted by (Superintendent, Board Secretary, or Designee):

Charlayne Sprague

Superintendent

Name

Signature

Title

(909) 803-3030

(909) 899-2451

Fax Number

Telephone Number

Date

6061 East Avenue, Etiwanda, CA 91739

Mailing Address

personnel@etiwanda.org

EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

Based on the previous year’s actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	2
Single Subject	1
Special Education	1
TOTAL	0

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Social Science	1

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

☐ Yes ☒ No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program?

☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 3

If yes, list each college or university with which you participate in an internship program.

Cal State San Bernardino, National University, University of La Verne, Azusa Pacific University,
Cal State Polytechnic University Pomona, University of Massachusetts Global

If no, explain why you do not participate in an internship program.

Charlayne Sprague

Superintendent

Douglas M. Claflin

Assistant Superintendent of Business Services

Laura Rowland

Assistant Superintendent of Personnel Services

Jeannie Tavalazzi

Assistant Superintendent of Instruction and Pupil Services

Elizabeth Freer

Executive Director of Special Education



Board of Trustees

Robert Garcia

Matthew Gordon

Dr. Fermin Jaramillo

Dayna Karsch

David W. Long

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FAX (909) 803-3030

CLERK'S CERTIFICATE

I, _____, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item _____ (*Approval of the Revised Declaration of Need for Fully Qualified Educators for the 2022-2023 school year, pursuant to the requirement established by the State of California Commission on Teacher Credentialing*) that was duly passed, approved and adopted at a regular meeting place thereof on the 2nd day of March, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES: _____
NOES: _____
ABSTAINED: _____
ABSENT: _____

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____

Clerk of the Board of Trustees
of the Etiwanda School District

Charlayne Sprague

Superintendent

Douglas M. Claflin

Assistant Superintendent of Business Services

Laura Rowland

Assistant Superintendent of Personnel Services

Jeannie Tavalazzi

Assistant Superintendent of Instruction and Pupil Services

Elizabeth Freer

Executive Director of Special Education



Board of Trustees

Robert Garcia

Matthew Gordon

Dr. Fermín Jaramillo

Dayna Karsch

David W. Long

6061 East Avenue, Etiwanda, California 91739

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**MEMORANDUM OF
UNDERSTANDING BETWEEN
THE ETIWANDA SCHOOL DISTRICT AND THE ETIWANDA TEACHERS
ASSOCIATION**

This Memorandum of Understanding (MOU) between the Etiwanda School District ("District") and the Etiwanda Teachers Association ("ETA") (collectively "the parties") documents the agreement between the parties relating to the changes to the District's Kindergarten program commencing with the 2023-2024 school year. Upon approval by the Etiwanda Teachers Association and the District's Governing Board, this MOU may be implemented in the 2022-2023 school year for purposes of providing professional development days. All other contents of this MOU will be implemented at the start of the 2023-2024 school year.

RECITALS

WHEREAS, the District and the ETA are parties to the Etiwanda School District Collective Bargaining Agreement with the Etiwanda Teachers Association effective July 1, 2022 through June 30, 2023 ("ETA Contract"); and

WHEREAS, the District desires to change its Kindergarten Program to provide expanded learning opportunities and improve outcomes for students commencing with the 2023-2024 school year; and

WHEREAS, the Parties desire to adjust the ETA Contract to reflect the changes to the District's Kindergarten Program commencing with the 2023-2024 school year, as specified in this MOU;


NOW THEREFORE, THE PARTIES AGREE:

1. **Hours:** Students will attend Kindergarten for 5 hours on Monday and for 6.5 hours on Tuesday through Friday. The Kindergarten teacher work day shall begin 30 minutes before the opening of school, and shall normally continue 7.5 hours, including lunch. Members shall remain on site beyond such hours to perform additional instructional and professional duties as outlined in Article IX Section A.
2. **Instructional Aides:** The District will assign instructional aides to Kindergarten classes based on class size, as follows:

- a. Kindergarten classes, including Kindergarten combination classes with 24 or less students will receive a 4 hour instructional aide Monday through Friday, which totals 20 hours per week. The instructional aide support meets the state TK instructional aide staffing requirement.
 - b. Kindergarten classes and K/1 combo classes with 25 or more students will receive an instructional aide for 5 hours on Mondays and 6 hours on Tuesday through Friday, which totals 29 hours per week.
 1. TK/K combination classes with 25 or more students will receive 5 hours of instructional aide support on Mondays, 6 hours of aide support Tuesday through Friday, and an additional daily 3 hour instructional aide to meet the state TK instructional aide staffing requirement.
 - c. Kindergarten classes that exceed 30 students will receive 3 additional hours of instructional aide support per week. Analysis of class enrollment shall be based on monthly class enrollment reports. The district has a grace period of twenty school days at the beginning of the school year to evaluate enrollment numbers. The District shall make every effort to provide instructional aide support to qualifying Kindergarten classes within 20 calendar days after the monthly class enrollment report is submitted. The instructional aide support will continue in the Kindergarten class as long as the class enrollment exceeds 30 students, as per the monthly class enrollment report.
3. Preparation Periods: The District will provide up to sixty (60) preparation periods during the school year for unit members assigned to Kindergarten. These preparation periods will be 50 minutes in duration during the instructional day, whenever possible. In the event of inclement weather, scheduling conflicts, or other unforeseen circumstances and as deemed necessary by the school site, preparation time may be reduced to 40 minutes. The preparation period shall be utilized by unit members for the purposes discussed in Article IX, Section B of the ETA Contract. The site administrator may reserve no more than 15 of these periods for required staff meetings, grade level meetings, trainings or in-service.
 4. Professional Development: The District will provide two (2) days of professional development to Kindergarten teachers prior to the start of the 2023-2024 school year for professional development, collaboration, and planning in preparation for the transition to a full-day kindergarten schedule. Additionally, Kindergarten teachers will receive the two planning days set forth in Article IX J.(4), as scheduled by their site Principal, during the 2023-2024 school year.
 5. Classroom Supplies: Each Kindergarten classroom will receive a one-time \$500 allocation to be used for classroom supplies and/or materials above and beyond uniform standard equipment to be spent by April 30, 2024.
 6. Recess: Kindergarten students will be provided with a 15 minute morning recess time, as scheduled by the school site administration.

7. Student Supervision Duties:
- a. Kindergarten teachers will be integrated into the standard site duty schedule and will be assigned equitably in relation to the unit members assigned to grades 1-5 based on Article IX, B.
 - b. Unit members serving in Kindergarten will have a duty-free instructional day. An instructional day is defined as the time between the start of a student's required school day and the end of a student's required school day (bell to bell).
8. Kindergarten classrooms will have access to a classroom restroom or campus support to aid with bathroom supervision.
9. Except as expressly provided herein, all terms and conditions of the ETA Contract shall continue to remain in full force and effect as to all unit members.
10. The Parties agree that this Memorandum of Understanding is non-precedential and applies only to the terms specifically agreed to herein. Nothing in this Memorandum of Understanding shall be construed to waive, modify, or amend any provision of the ETA Contract except as provided herein.
11. This agreement shall take effect on the date that both parties sign the agreement, shall be subject to ratification by the Etiwanda Board of Trustees, and will expire the last school day of 2023-2024. It may only be extended upon mutual agreement of both parties.

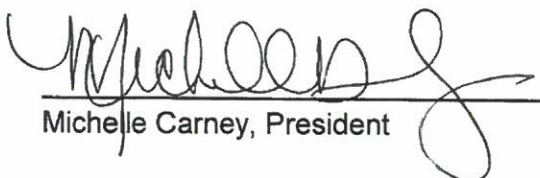
ETIWANDA SCHOOL DISTRICT



Laura Rowland, Assistant Superintendent of Personnel

2/15/23
Date

ETIWANDA TEACHERS ASSOCIATION



Michelle Carney, President

2/15/23
Date

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Etiwanda

SCHOOL DISTRICT

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

(This information is pulled from the SUMMARY section of this file which should be completed FIRST)

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

Etiwanda Teachers Association

BARGAINING UNIT

To be acted upon by the Governing Board at its meeting on

03/02/23

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning
and ending
for the following fiscal years **2022**

07/01/23

06/30/24

2022, 2023, 2024

B. TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)

The total change in costs for salaries and employee benefits in the proposed agreement:

1. Current Year Costs Before Agreement

\$112,078,306.00

2. Current Year Costs After Agreement

\$112,078,306.00

3. Total Cost Change

4. Percentage Change

5. Value of a 1% Change

\$1,025,172.55

C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE

The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1. Salary Schedule change
(% Change To Existing Salary Schedule)
(% change for one time bonus/stipend or salary reduction)

2. Step & Column
(Average % Change Over Prior Year Salary Schedule)

3. TOTAL PERCENTAGE CHANGE FOR THE
AVERAGE, REPRESENTED EMPLOYEE

4. Change in # of Work Days (+/-) Related to % Change

5. Total # of Work Days to be provided in Fiscal Year

185

6. Total # of Instructional Days to be provided in Fiscal Year
(applicable to Certificated BU agreements only)

185

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Etiwanda

SCHOOL DISTRICT

D. PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:

1.	Cost of Benefits Before Agreement	\$26,308,560.00
2.	Cost of Benefits After Agreement	\$26,308,560.00
3.	Percentage Change in Total Costs	

E. IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

1.	Based On Total Expenditures and Other Uses in the General Fund of:	\$210,977,699.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$6,329,330.97

SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:

GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)

4.	Reserve for Economic Uncertainties (Object 9789)	\$6,329,330.97
5.	Unassigned/Unappropriated (Object 9790)	\$10,590,191.03
6.	Total Reserves: (Object 9789 + 9790)	\$16,919,522.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	\$9,849,021.00
----	-----------------------------------------------------	-----------------------

TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	\$26,768,543.00
9.	Percentage of General Fund Expenditures/Uses	12.69%
	Difference between District Reserves and Minimum State Requirement	\$20,439,212.03

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Etiwanda

SCHOOL DISTRICT

F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS

COLA Assumptions 2022-23, 6.56% plus a 6.70% LCFF Augmentation, 2023-24 COLA 5.38%, and 2024-25 COLA 4.02%

G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

NA

H. NARRATIVE OF AGREEMENT

For the 2023-2024 school year. The District will assign instructional aides to Kindergarten classes based on class size, as follows:

Kindergarten classes, including Kindergarten combination classes with 24 or less students will receive a 4 hour instructional aide Monday through Friday, which totals 15 20 hours per week. The instructional aide support meets the state TK instructional aide staffing requirement. Kindergarten classes and K/1 combo classes with 25 or more students will receive an instructional aide for 5 hours on Mondays and 6 hours on Tuesday through Friday, which totals 29 hours per week.

TK/K combination classes with 25 or more students will receive 5 hours of instructional aide support on Mondays, 6 hours of aide support Tuesday through Friday, and an additional daily 3 hour instructional aide to meet the state TK instructional aide staffing requirement.

Kindergarten classes that exceed 30 students will receive 3 hours of instructional aide support per week. Analysis of class enrollment shall be based on monthly class enrollment reports. The district has a grace period of twenty days at the beginning of the school year to evaluate enrollment numbers. The District shall make every effort to provide instructional aide support to qualifying Kindergarten classes within 20 days after the monthly class enrollment report is submitted. The instructional aide support will continue in the Kindergarten class as long as the class enrollment exceeds 30 students, as per the monthly class enrollment report.

Classroom Supplies: Each Kindergarten classroom will receive a one-time \$500 allocation to be used for classroom supplies and/or materials above and beyond uniform standard equipment to be spent by April 30, 2024.

I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT

The following source(s) of funding have been identified to fund the proposed agreement

Unrestricted fund balance 9790 in Fund 01.

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Etiwanda

SCHOOL DISTRICT

CERTIFICATION

To be signed by the District Superintendent AND Chief Business Official when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.

Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.


District Superintendent - signature

2/9/23

Date


Chief Business Official- signature

2/9/23

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on 3/2/2023 took action to approve the proposed Agreement with the Etiwanda Teachers Association Bargaining Unit.

President, Governing Board
(signature)

Date

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Etiwanda SCHOOL DISTRICT
WITH THE Etiwanda Teachers Association BARGAINING UNIT (BU)

To be acted upon by the Governing Board at its meeting on : (enter Date) 3/2/2023
Budget Revisions to be INPUT no later than 45 days after approval: (will calc + 45 days) 4/16/2023
Estimated Agreement Payment Date (enter Date) 7/1/2023

GENERAL

Section 1: STATUS OF BARGAINING UNIT AGREEMENTS

This document is REQUIRED whenever a NEW or AMENDED agreement is ratified.

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status (whether settled or pending settlement) of the remaining units:

(Separate disclosures should be made for each bargaining unit agreement)

	# FTE Represented
Certificated: <u>Etiwanda Teachers Association</u>	<u>760.3</u>
Classified: <u>NA</u>	<u>0.0</u>

Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on: (enter Begin Date) 7/1/2023
and ending on: (enter End Date) 6/30/2024

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

Fiscal Years:	2022	2023	2024
Reopeners: Yes or NO ?	<u>NO</u>	<u>NO</u>	<u>NO</u>

if Yes, what Areas?

COMPENSATION PROVISIONS

Section 3: SALARIES: PERCENTAGE CHANGE IN SALARIES IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for salaries for the above-mentioned Bargaining unit:

Current Year Salary Cost Before Settlement (Based on Year to Date (YTD) Actuals Projected through 6/30):	\$ <u>85,769,746.00</u>
Current Year Salary Cost After Settlement (Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable):	\$ <u>85,769,746.00</u>
Total Cost Increase or (Decrease):	<u>\$0.00</u>
Percentage Increase or (Decrease):	<u>0.00%</u>

SALARY CHANGE FOR AN AVERAGE, REPRESENTED EMPLOYEE FROM PRIOR YEAR

(Includes annual step/column movement on schedule):

Salary Increase or (Decrease)	
% increase or (decrease) to existing schedule	<u>0.00%</u> per employee
% increase or (decrease) for one-time bonus/stipend or (salary reduction)	<u>0.00%</u> per employee
Step & column	
average % annual change over the prior year schedule	<u>0.00%</u> per employee
TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE	<u>0.00%</u> per employee

Indicate Change in # of Work Days, Furlough or Additional, Related to % Change	<u>0</u>
Indicate Total # of Work Days to be provided for fiscal year:	<u>185</u>
Indicate Total # of Instructional Days to be provided for fiscal year:	<u>185</u>

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Etiwanda

SCHOOL DISTRICT

Section 4: BENEFITS: PERCENTAGE CHANGE IN EMPLOYEE BENEFITS IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for employee statutory and health/welfare benefits:

Statutory Benefits: (object 3XXX less 34XX)

(STRS, PERS, Workers Compensation, Unemployment Insurance, Social Security, Medicare)

Total Statutory Benefit Costs:

Current Costs:	\$ 16,747,509.00
Proposed Costs:	\$ 16,747,509.00
Total Cost Increase or (decrease):	\$0.00
Percentage Change:	0.00%

District Health and Welfare Plans - Object 34XX (Medical, Dental, Vision, Life Insurance, Other)

Total Health and Welfare Costs:

Current Costs:	\$ 9,561,051.00
Proposed Costs:	\$ 9,561,051.00
Total Cost Increase or (decrease):	\$0.00
Percentage Change:	0.00%

Indicate if Health/Welfare Benefits are Capped: (Include details such as different caps per health plans or any super composite rates. Also, indicate if cap includes health benefits only or also other insurances.)

Benefits are capped.

Current Cap:	\$ 16,910.00	
Proposed Cap:	\$ 16,910.00	
Average Capped Amount increase or (decrease) per employee	\$0.00	0.00%

TOTAL COST OR (SAVINGS) OF COMPENSATION CHANGES (REGARDLESS OF WHETHER PREVIOUSLY BUDGETED IN WHOLE OR IN PART)

Section 5: TOTAL COST INCREASE OR (SAVINGS) FOR SALARIES AND BENEFITS IN THE PROPOSED AGREEMENT:

Current Year Combined Cost Before Settlement: (data pulls from above)

(Based on YTD Actuals Projected through 6/30 and current agreement)

Salaries	\$ 85,769,746.00	
Benefits	\$ 26,308,560.00	
Total:		\$ 112,078,306.00

Current Year Cost After Settlement: (data pulls from above)

(Include any retroactive pay increases or (decreases) or one-time bonuses/stipends or (reductions)):

Salaries	\$ 85,769,746.00	
Benefits	\$ 26,308,560.00	
Total:		\$ 112,078,306.00

TOTAL COST INCREASE OR (DECREASE)

\$0.00

(This amount should tie to the multiyear projection sections for 1XXX-3XXX)

PERCENTAGE CHANGE

0.00%

1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements):

\$ 1,025,172.55

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Etiwanda

SCHOOL DISTRICT

OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)

Section 6: The following are additional compensation and non-compensation provisions contained in the proposed agreement: (Indicate, **IN DETAIL**, the terms of the agreement covered in each section)

A. OTHER COMPENSATION: Off-Schedule Stipends/Bonuses, Reductions, etc. (amounts, staff affected, total cost and/or savings).

NA

B. NON-COMPENSATION: Class Size Changes (indicate before and after class sizes/grades affected; and, if applied for CDE waiver (attach copy)), Staff Development Days, Teacher Prep Time, etc..

For the 2023-2024 school year. The District will assign instructional aides to Kindergarten classes based on class size, as follows:

Kindergarten classes, including Kindergarten combination classes with 24 or less students will receive a 4 hour instructional aide Monday through Friday, which totals 15 20 hours per week. The instructional aide support meets the state TK instructional aide staffing requirement. Kindergarten classes and K/1 combo classes with 25 or more students will receive an instructional aide for 5 hours on Mondays and 6 hours on Tuesday through Friday, which totals 29 hours per week.

TK/K combination classes with 25 or more students will receive 5 hours of instructional aide support on Mondays, 6 hours of aide support Tuesday through Friday, and an additional daily 3 hour instructional aide to meet the state TK instructional aide staffing requirement.

Kindergarten classes that exceed 30 students will receive 3 hours of instructional aide support per week. Analysis of class enrollment shall be based on monthly class enrollment reports. The district has a grace period of twenty days at the beginning of the school year to evaluate enrollment numbers. The District shall make every effort to provide instructional aide support to qualifying Kindergarten classes within 20 days after the monthly class enrollment report is submitted. The instructional aide support will continue in the Kindergarten class as long as the class enrollment exceeds 30 students, as per the monthly class enrollment report.

Classroom Supplies: Each Kindergarten classroom will receive a one-time \$500 allocation to be used for classroom supplies and/or materials above and beyond uniform standard equipment to be spent by April 30, 2024.

C. REOPENERS, CONTINGENCY AND/OR RESTORATION LANGUAGE: Describe specific areas identified for Reopeners, Contingency, and/or Restoration (include triggers and timing). Provide copy of Board Action to BAS upon approval.

NA

Section 7: State Minimum Reserve Standard Calculation:

Total Expenditures and Other Uses: *(pulls from MYP Sec. 9)*
Minimum State Reserve Percentage *(input %)*
Minimum State Reserve Requirement: *(Formula includes Total Exp/Uses x Minimum Reserve %)*

\$	210,977,699.00
	3%
\$	6,329,330.97

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Etiwanda

SCHOOL DISTRICT

FISCAL IMPACT IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS

**Section 8: Date of governing board approval of budget revisions in Section 9, Col.2 (below)
in accordance with E.C. 42142 and Government Code 3547.5.
(Pulls from above Governing Board Date plus 45 days)**

4/16/2023

**Provide proof that board-approved budget revisions have been
input within 45 days. Date budget revisions input/BT #'s:**

BT #'s:

NA

**If the board-approved revisions input are different from the proposed budget adjustments in Col. 2
provide a detailed explanation of differences.**

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Etiwanda

SCHOOL DISTRICT

Section 9: IMPACT OF PROPOSED AGREEMENT ON THE GENERAL FUND BUDGET IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS. (Reflect both Unrestricted and Restricted General Fund Budget Amounts)
In-Lieu of this form, an updated Form MYP can be supplied which includes the results of the settlement over the most recent Form MYP filed with this office.

		Current Fiscal Year		2022 -2023	
		(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Please NOTE: The title reflected in Col. 1 can be modified if the agreement is being approved along with the Adopted Budget Process. In this case, Col. 4 should reflect the Adopted Budget including the salary agreement and Col. 1 would reflect the Adopted Budget less Col. 2, the actual cost of the agreement.		Latest Board- Approved Budget Before Settlement - As of 9-8-2022 (enter date)	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA		ADA=13,494.67	CERT FTE:760.26	CLASS FTE:655.15	ADA=13,494.67
LCFF Sources	(8010-8099)	145,333,873.00	0.00	0.00	145,333,873.00
Remaining Revenues	(8100-8799)	76,882,233.00	0.00	0.00	76,882,233.00
TOTAL		222,216,106.00	0.00	0.00	222,216,106.00
OPERATING EXPENDITURES					
1000 Certificated Salaries		85,830,552.00	0.00	0.00	85,830,552.00
2000 Classified Salaries		29,084,341.00	0.00	0.00	29,084,341.00
3000 Benefits		50,486,849.00	0.00	0.00	50,486,849.00
4000 Instructional Supplies		15,159,548.00	0.00	0.00	15,159,548.00
5000 Contracted Services		21,568,281.00	0.00	0.00	21,568,281.00
6000 Capital Outlay		5,147,352.00	0.00	0.00	5,147,352.00
7000 Other		302,204.00	0.00	0.00	302,204.00
TOTAL		207,579,127.00	0.00	0.00	207,579,127.00
OPERATING SURPLUS (DEFICIT)		14,636,979.00	0.00	0.00	14,636,979.00
Other Sources and Transfers In		2,851,800.00	0.00	0.00	2,851,800.00
Other Uses and Transfers Out		3,398,572.00	0.00	0.00	3,398,572.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE		14,090,207.00	0.00	0.00	14,090,207.00
BEGINNING FUND BALANCE 9791-92		42,000,995.00			42,000,995.00
Prior-Year Adjustments 9793-95		0.00		0.00	0.00
NET BEGINNING BALANCE		42,000,995.00		0.00	42,000,995.00
ENDING FUND BALANCE (EFB)		56,091,202.00	0.00	0.00	56,091,202.00
COMPONENTS OF ABOVE EFB:					
Nonspendable (9711-9719)		75,000.00	0.00	0.00	75,000.00
Restricted (9740)		28,777,222.00	0.00	0.00	28,777,222.00
Committed (9750/9760)		10,319,458.00	0.00	0.00	10,319,458.00
Assigned (9780)		0.00	0.00	0.00	0.00
Reserve Economic Uncertainties (9789)		6,329,330.97	0.00	0.00	6,329,330.97
Unassigned/Unappropriated (9790)		10,590,191.03	0.00	0.00	10,590,191.03
State Minimum Reserves %		12.69%	Meets		12.69%
Are budgets in balance?		In Balance	OK		In Balance
Did you adjust reserves? s/b \$0		\$0.00			\$0.00
FUND 17 RESERVES (9789) or N/A		\$ 9,849,021.00			\$ 9,849,021.00

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in Section 5, Total Costs, please explain below. Also, list any other assumptions used or included in Column 3:

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Etiwanda

SCHOOL DISTRICT

First Subsequent Year 2023 - 2024			
(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Latest Board- Approved Budget Before Settlement - As of 9-8-2022 (enter date)	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA	ADA=13,143.32	CERT FTE:756.26	CLASS FTE:655.15
LCFF Sources (8010-8099)	151,559,114.00	0.00	151,559,114.00
Remaining Revenues (8100-8799)	50,643,162.00	0.00	50,643,162.00
TOTAL	202,202,276.00	0.00	202,202,276.00
OPERATING EXPENDITURES			
1000 Certificated Salaries	87,778,823.00	0.00	87,778,823.00
2000 Classified Salaries	31,408,853.00	327,259.00	31,736,112.00
3000 Benefits	53,192,729.00	104,485.00	53,297,214.00
4000 Instructional Supplies	7,747,382.00	25,500.00	7,772,882.00
5000 Contracted Services	22,777,783.00	0.00	22,777,783.00
6000 Capital Outlay	2,213,673.00	0.00	2,213,673.00
7000 Other	99,496.00	0.00	99,496.00
TOTAL	205,218,739.00	457,244.00	205,675,983.00
OPERATING SURPLUS/(DEFICIT)	(3,016,463.00)	(457,244.00)	(3,473,707.00)
Other Sources and Transfers In	2,851,800.00	0.00	2,851,800.00
Other Uses and Transfers Out	8,398,572.00	0.00	8,398,572.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	(8,563,235.00)	(457,244.00)	(9,020,479.00)
BEGINNING FUND BALANCE (9791) (Pulls from prior year EFB)	56,091,202.00		56,091,202.00
Prior-Year Adjustments (9792-9795)			0.00
NET BEGINNING BALANCE	56,091,202.00		56,091,202.00
ENDING FUND BALANCE (EFB)	47,527,967.00	(457,244.00)	47,070,723.00
COMPONENTS OF EFB (above):			
Nonspendable (9711-9719)	75,000.00	0.00	75,000.00
Restricted (9740)	23,472,888.00	0.00	23,472,888.00
Committed (9750/9760)	10,319,458.00	0.00	10,319,458.00
Assigned (9780)	0.00	0.00	0.00
Reserve Economic Uncertainties	6,408,519.33	13,717.32	6,422,236.65
Unassigned/Unappropriated (9790)	7,252,101.67	(470,961.32)	6,781,140.35
State Minimum Reserves %	11.02%	Meets	10.78%
Are budgets in balance?	In Balance	OK	In Balance
Did you adjust reserves? s/b \$0	\$ -		\$ -
FUND 17 RESERVES (9789) or N/A	\$ 9,879,021.00		\$ 9,879,021.00

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced staffing, etc., explain below:

LCFF Gap 100%, Unduplicated 55.2%, COLA 5.38%, and a reduction of 4 FTE in 23/24. Assumed an increase of 50 Kinder IA hours per week.

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Etiwanda

SCHOOL DISTRICT

Second Subsequent Year 2024 - 2025			
(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Latest Board- Approved Budget Before Settlement - As of 9-8-2022 (enter date)	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA	ADA=12,953.25	CERT FTE:768.26	CLASS FTE:655.15
LCFF Sources (8010-8099)	157,634,870.00	0.00	157,634,870.00
Remaining Revenues (8100-8799)	51,859,568.00	0.00	51,859,568.00
TOTAL	209,494,438.00	0.00	209,494,438.00
OPERATING EXPENDITURES			
1000 Certificated Salaries	89,314,325.00	0.00	89,314,325.00
2000 Classified Salaries	32,068,439.00	0.00	32,068,439.00
3000 Benefits	54,642,046.00	0.00	54,642,046.00
4000 Instructional Supplies	7,917,825.00	0.00	7,917,825.00
5000 Contracted Services	23,278,894.00	0.00	23,278,894.00
6000 Capital Outlay	2,262,374.00	0.00	2,262,374.00
7000 Other	101,685.00	0.00	101,685.00
TOTAL	209,585,588.00	0.00	209,585,588.00
OPERATING SURPLUS/(DEFICIT)	(91,150.00)	0.00	(91,150.00)
Other Sources and Transfers In	2,851,800.00	0.00	2,851,800.00
Other Uses and Transfers Out	8,398,572.00	0.00	8,398,572.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	(5,637,922.00)	0.00	(5,637,922.00)
BEGINNING FUND BALANCE (9791) (Pulls from prior year EFB)	47,070,723.00		47,070,723.00
Prior-Year Adjustments (9792-9795)			0.00
NET BEGINNING BALANCE	47,070,723.00		47,070,723.00
ENDING FUND BALANCE (EFB)	41,432,801.00	0.00	41,432,801.00
COMPONENTS OF EFB (above):	(use whole rounded numbers only)		
Nonspendable (9711-9719)	75,000.00		75,000.00
Restricted (9740)	17,843,888.00		17,843,888.00
Committed (9750/9760)	10,891,051.00		10,891,051.00
Assigned (9780)	0.00	0.00	0.00
Reserve Economic Uncertainties	6,539,524.80	0.00	6,539,524.80
Unassigned/Unappropriated (9790)	6,083,337.20	0.00	6,083,337.20
State Minimum Reserves %	10.34%	Meets	10.34%
Are budgets in balance?	In Balance		In Balance
Did you adjust reserves? s/b \$0	\$0.00	Undesignated Amount	\$0.00
FUND 17 RESERVES (9789) or N/A	\$ 9,909,021.00		\$ 9,909,021.00

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced Staffing, etc., explain below:

LCFF Gap 100%, Unduplicated 56.47%, COLA 4.02%, and a increase of 12 FTE in 24/25.

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Etiwanda

SCHOOL DISTRICT

Section 10: MULTI-YEAR CONTRACT AGREEMENT PROVISIONS: The proposed agreement contains the following COLAs and other compensation/non-compensation provisions for subsequent years as follows *(text pulls into disclosure)*: Send copy of final Agreement to BAS upon Board Approval

COLA Assumptions 2022-23, 6.56% plus a 6.70% LCFF Augmentation, 2023-24 COLA 5.38%, and 2024-25 COLA 4.02%

Section 11: FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS: The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years. (Include any compensation/noncompensation provisions specified below.) *(text pulls into disclosure)*:

NA

Section 12: NARRATIVE OF AGREEMENT: Provide a brief narrative of the proposed changes in compensation or health premiums, including percentage changes, effective dates, and comments and/or explanations. *(text pulls into disclosure)*:

For the 2023-2024 school year. The District will assign instructional aides to Kindergarten classes based on class size, as follows:

Kindergarten classes, including Kindergarten combination classes with 24 or less students will receive a 4 hour instructional aide Monday through Friday, which totals 15 20 hours per week. The instructional aide support meets the state TK instructional aide staffing requirement. Kindergarten classes and K/1 combo classes with 25 or more students will receive an instructional aide for 5 hours on Mondays and 6 hours on Tuesday through Friday, which totals 29 hours per week.

TK/K combination classes with 25 or more students will receive 5 hours of instructional aide support on Mondays, 6 hours of aide support Tuesday through Friday, and an additional daily 3 hour instructional aide to meet the state TK instructional aide staffing requirement.

Kindergarten classes that exceed 30 students will receive 3 hours of instructional aide support per week. Analysis of class enrollment shall be based on monthly class enrollment reports. The district has a grace period of twenty days at the beginning of the school year to evaluate enrollment numbers. The District shall make every effort to provide instructional aide support to qualifying Kindergarten classes within 20 days after the monthly class enrollment report is submitted. The instructional aide support will continue in the Kindergarten class as long as the class enrollment exceeds 30 students, as per the monthly class enrollment report.

Classroom Supplies: Each Kindergarten classroom will receive a one-time \$500 allocation to be used for classroom supplies and/or materials above and beyond uniform standard equipment to be spent by April 30, 2024.

Section 13: SOURCE OF FUNDING FOR PROPOSED AGREEMENT: Provide a brief narrative of the funds available in the current year to provide for the costs of this agreement. *(text pulls into disclosure)*:

Unrestricted fund balance 9790 in Fund 01.

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Etiwanda

SCHOOL DISTRICT

ADDITIONAL FISCAL INDICATORS- CRITERIA AND STANDARDS A.5

This section is in response to the Criteria and Standards Additional Fiscal Indicators #A.5., which asks: "Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state cost of living adjustment."

Section 14: COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT LOCAL CONTROL FUNDING FORMULA (LCFF):

(A)	Current-year (CY) LCFF Average Rate per ADA: (CY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 58)	Estimated \$10,771.00
(B)	Less Prior-Year (PY) LCFF BASC Calculator Rate per ADA: (PY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 58)	\$9,343.00
(C)	= Amount of Current-Year Increase or (decrease): (A) minus (B)	1,428.00
(D)	= Percentage Increase or (decrease) in LCFF per ADA: (C) divided by (B)	15.28%
(E)	ADA Increase/(Decrease) from Prior Year as % Current year P-2 LCFF funded ADA (greater of PY guarantee or current year) Prior Year P-2 LCFF funded ADA (greater of PY guarantee or current year)	(1.00%)
	13,494.67	
	13,630.53	
(F)	Total LCFF % increase or (decrease) plus ADA % change	14.29%
(G)	Indicate Total Settlement Percentage Change from Section 5	0.00%

If proposed agreement % on Line G is greater than Line F, please provide explanation below:

CERTIFICATION

To be signed by the **District Superintendent AND Chief Business Official upon submission to the Governing Board** and by the **Board President upon formal Board action** on the proposed agreement.

Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review **10 days prior to the board meeting that will ratify the agreement**.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200, AB 2756, GC 3547.5, and GC 3540.2.

WE HEREBY CERTIFY THAT THE COSTS INCURRED BY THE SCHOOL DISTRICT UNDER THIS AGREEMENT CAN BE MET BY THE DISTRICT DURING THE TERM OF THE AGREEMENT.


District Superintendent - signature

2/9/23
Date


Chief Business Official - signature

2/9/23
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Thursday, March 2, 2023 took action to approve the proposed Agreement with the Etiwanda Teachers Association Bargaining Unit.

President, Governing Board - signature

Date

Charlayne Sprague
Superintendent
Douglas M. Claflin
Assistant Superintendent of Business Services
Laura Rowland
Assistant Superintendent of Personnel Services
Jeannie Tavalazzi
Assistant Superintendent of Instruction and Pupil Services
Elizabeth Freer
Executive Director of Special Education



Board of Trustees
Robert Garcia
Matthew Gordon
Dr. Fermin Jaramillo
Dayna Karsch
David W. Long

6061 East Avenue, Etiwanda, California 91739
www.etiwanda.k12.ca.us
(909) 899-2451 FAX (909) 803-3035

2022-2023 BOARD MEETING DATES

(Meeting time: 6:30 p.m., unless otherwise designated.)

*Denotes any meetings that are not scheduled on the second or fourth Thursday of the month.

2022

July 28 *
August 25
September 8
September 22
October 27 *
November 17 *
December 15 * (Annual Organizational mtg.)

2023

January 17* (Special mtg.)
January 26
February 1* (Special mtg.)
February 7*
February 13* (Special mtg.)
March 2*
March 15*
April 13
April 27
May 11 (Fee Analysis mtg.)
June 8
June 15*

Board meeting dates with agendas and minutes
are available on the district website: www.etiwanda.org

Board approved date:
2/1/23,
1/26/23,
1/17/23,
10/27/22,
3/10/22

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