



Approved by the Board of Trustees at the \_\_\_\_\_ board meeting.

## Request Form for New Course and/or Textbook(s)/Materials(s)

☒ Change of Text

☐ Text for New Course

☐ NEW COURSE: \_\_\_\_\_

☐ Add as a Supplement

☐ English Learners/Comite' Compliance

☒ Existing textbook/reordering  
[Currently not listed on textbook list]

Newer Edition

For use beginning with the semester of:

☐ Fall

☐ Spring

Year 2015

This form will provide the Board of Trustees, administration, and teachers an overview of the strengths this proposed textbook(s)/material(s) will support a particular course.

Textbook(s)/Material(s) Title AgriScience 5<sup>th</sup> Edition

Author L. De Vere Burton Publisher Cengage Learning

Copyright 2009 Price \$ \_\_\_\_\_ ISBN # 978143541966-7

School South Lindhurst High School Teacher/Department Requesting \_\_\_\_\_

Funding Source Core Grade Level(s) 9-12

Title of Course/Subject Ag. Science

Course Description(s) Covered \_\_\_\_\_

Projected # of books to be ordered: 25

Does this textbook(s)/material(s) cover the content standards?

Science

- ☒ Yes, thorough coverage/alignment  
☐ Yes, moderate coverage/alignment

Will this textbook(s)/material(s) be used at all MJUSD high schools?

☒ Yes ☐ No

If no, why not? \_\_\_\_\_

Has the decision to request this textbook(s)/material(s) been discussed by all MJUSD high schools?

☒ Yes ☐ No

If no, why not? \_\_\_\_\_

Are there sections and/or passages in the textbook(s)/material(s) a parent/guardian or student may find objectionable?

☐ Yes ☒ No

If yes, explain in detail: (Violence: How much? What kind? (guns, fighting, knives, swords, etc./Profanity: sexual expressions, inappropriate verbiage and/or innuendoes, etc. \_\_\_\_\_

Please contact Gen. Thao (749-6161) if you have any questions or need assistance.

List Major Content Standard(s) Covered:

Ag. Science standards

Example:

Reading/Language Arts -

Gr. 9: Literary Response and Analysis: 3.3, 3.6, 3.10  
Writing Strategies: 1.1, 1.5, 1.7, 1.8

History-Social Science -

Grade 12: Principles of American Democracy: 12.1 - #1, #2, #6  
Principles of Economics: 12.2 - #2, #3, #8, #10

Prerequisites/Guidance Information:

Graduation Requirement:

☒ Yes

☐ No

UC/CSU Credit:

☒ Yes

☐ No

Is this an elective class?

☐ Yes

☒ No

Course Length One year

Credits 10

Additional comment(s) teacher/department would like to express in support of their decision to choose the proposed textbook(s) or basic learning material(s)

I hereby verify the textbook(s)/material(s):

- meets the legal compliance requirements of Education Code Sections 60040-60047,
- supports MJUSD standards for this course, and
- meets the intent of Board Policy 6205.

Department Chairperson:

OK JAT Meaghan Garrison  
Jennifer Burden

Principal Approval:

[Signature]  
[Signature] LHS

Date

2-17-15

Date

2-17-15

Approval:

Lennie Tate, Executive Director of Educational Services

Date

☒ Approved ☐ Denied

7/14/05  
revised 4/10/14

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Please contact Geu Thao (749-6161) if you have any questions or need assistance.



Approved by the Board of Trustees at the \_\_\_\_\_ board meeting.

## Request Form for New Course and/or Textbook(s)/Materials(s)

- ☐ Change of Text      ☐ Add as a Supplement      ☒ Existing textbook/reordering  
☐ Text for New Course      ☐ English Learners/Committee Compliance [Currently not listed on textbook list]  
☐ NEW COURSE: \_\_\_\_\_

For use beginning with the semester of:

☒ Fall      ☐ Spring      Year 2015

This form will provide the Board of Trustees, administration, and teachers an overview of the strengths this proposed textbook(s)/material(s) will support a particular course.

Textbook(s)/Material(s) Title Livestock & Companion Animals

Author Lee/Hutter/Rudd/Bull Publisher Pearson: Prentice Hall Interstate

Copyright 2004 Price \$ 87.47 ISBN # 978-0130364326

School South Lindhurst High School Teacher/Department Requesting Meaghan Garrison/Ag Dept.

Funding Source CORE Grade Level(s) 10-12

Title of Course/Subject Animal Science

Course Description(s) Covered \_\_\_\_\_

Does this textbook(s)/material(s) cover the content standards?

+ Science

- ☒ Yes, thorough coverage/alignment  
☐ Yes, moderate coverage/alignment

Will this textbook(s)/material(s) be used at all MJUSD high schools?

☒ Yes      ☐ No

If no, why not? \_\_\_\_\_

Has the decision to request this textbook(s)/material(s) been discussed by all MJUSD high schools? ☒ Yes      ☐ No

If no, why not? \_\_\_\_\_

Are there sections and/or passages in the textbook(s)/material(s) a parent/guardian or student may find objectionable? ☐ Yes      ☒ No

If yes, **explain in detail:** (*Violence: How much? What kind? (guns, fighting, knives, swords, etc./Profanity: sexual expressions, inappropriate verbiage and/or innuendoes, etc.*) \_\_\_\_\_

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Please contact Geu Thao (749-6161) if you have any questions or need assistance.

List Major Content Standard(s) Covered:

Example:

Reading/Language Arts -

Gr. 9: Literary Response and Analysis: 3.3, 3.6, 3.10

Writing Strategies: 1.1, 1.5, 1.7, 1.8

History-Social Science -

Grade 12: Principles of American Democracy: 12.1 - #1, #2, #6

Principles of Economics: 12.2 - #2, #3, #8, #10

Please refer to attached standards

Prerequisites/Guidance Information:

Graduation Requirement:

☒ Yes

☐ No

UC/CSU Credit:

☒ Yes

☐ No

Is this an elective class?

☐ Yes

☒ No

Course Length one year Credits 10

Additional comment(s) teacher/department would like to express in support of their decision to choose the proposed textbook(s) or basic learning material(s)

I hereby verify the textbook(s)/material(s):

- meets the legal compliance requirements of Education Code Sections 60040-60047,
- supports MJUSD standards for this course, and
- meets the intent of Board Policy 6205.

Department Chairperson:

Principal Approval:

Date

2-17-15

Date

Approval:

Lennie Tate, Executive Director of Educational Services

Date

☒ Approved ☐ Denied

6/28/12

4

Please contact Geu Thao (749-6161) if you have any questions or need assistance.

## D. Animal Science Pathway

In the Animal Science Pathway, students study large, small, and specialty animals. Students explore the necessary elements—such as diet, genetics, habitat, and behavior—to create humane, ecologically and economically sustainable animal production systems. The pathway includes the study of animal anatomy and physiology, nutrition, reproduction, genetics, health and welfare, animal production, technology, and the management and processing of animal products and by-products.

*D1.0 Students understand the necessary elements for proper animal housing and animal-handling equipment:*

- D1.1 Understand appropriate space and location requirements for habitat, housing, feed, and water.
- D1.2 Understand how to select habitat and housing conditions and materials (such as indoor and outdoor housing, fencing materials, air flow/ventilation, and shelters) to meet the needs of various animal species.
- D1.3 Understand the purpose and the safe and humane use of restraint equipment, such as squeeze chutes, halters, and twitches.
- D1.4 Understand the purpose and the safe and humane use of animal husbandry tools, such as hoof trimmers, electric shears, elastrators, dehorning tools, and scales.

*D2.0 Students understand key principles of animal nutrition:*

- D2.1 Understand the flow of nutrients from the soil, through the animal, and back to the soil.
- D2.2 Understand the principles for providing proper balanced rations for a variety of production stages in ruminants and monogastrics.
- D2.3 Understand the digestive processes of the ruminant, monogastric, avian, and equine digestive systems.
- D2.4 Understand how animal nutrition is affected by the digestive, endocrine, and circulatory systems.

*D3.0 Students understand animal physiology:*

- D3.1 Understand the major physiological systems and the function of the organs within each system.
- D3.2 Understand the animal management practices that are likely to improve the functioning of the various physiological systems.

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*D4.0 Students understand animal reproduction, including the function of reproductive organs:*

- D4.1 Understand animal conception (including estrus cycles, ovulation, and insemination).
  - D4.2 Understand the gestation process and basic fetal development.
  - D4.3 Understand the parturition process, including the identification of potential problems and their solutions.
  - D4.4 Understand the role of artificial insemination and embryo transfer in animal agriculture.
  - D4.5 Understand commonly used animal production breeding systems (e.g., purebred compared with crossbred) and reasons for their use.
- 

*D5.0 Students understand animal inheritance and selection principles, including the structure and role of DNA:*

- D5.1 Evaluate a group of animals for desired qualities and discern among them for breeding selection.
  - D5.2 Understand how to use animal performance data in the selection and management of production animals.
  - D5.3 Research and discuss current technology used to measure desirable traits.
  - D5.4 Understand how to predict phenotypic and genotypic results of a dominant and recessive gene pair.
  - D5.5 Understand the role of mutations (both naturally occurring and artificially induced) and hybrids in animal genetics.
- 

*D6.0 Students understand the causes and effects of diseases and illnesses in animals:*

- D6.1 Understand the signs of normal health in contrast to illness and disease.
- D6.2 Understand the importance of animal behavior in diagnosing animal sickness and disease.
- D6.3 Understand the common pathogens, vectors, and hosts that cause disease in animals.
- D6.4 Understand prevention, control, and treatment practices related to pests and parasites.
- D6.5 Apply quality assurance practices to the proper administration of medicines and animal handling.
- D6.6 Understand how diseases are passed among animal species and from animals to humans and how that relationship affects health and food safety.
- D6.7 Understand the impacts on local, national, and global economies as well as on consumers and producers when animal diseases are not appropriately contained and eradicated.

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*D7.0 Students understand common rangeland management practices and their impact on a balanced ecosystem:*

- D7.1 Understand the role of rangeland use in an effective animal production program.
- D7.2 Know how rangeland management practices affect pasture production, erosion control, and the general balance of the ecosystem.
- D7.3 Understand how to manage rangelands (including how to calculate carrying capacity) for a variety of animal species and locations.
- D7.4 Understand how to balance rangeland use for animal grazing and for wildlife habitat.

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*D8.0 Students understand the challenges associated with animal waste management:*

- D8.1 Understand animal waste treatment and disposal management systems.
- D8.2 Understand various methods for using animal waste and their environmental impacts.
- D8.3 Understand the health and safety regulations that are an integral part of properly managed animal waste systems.

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*D9.0 Students understand animal welfare concerns and management practices that support animal welfare:*

- D9.1 Know the early warning signs of animal distress and how to rectify the problem.
- D9.2 Understand public concerns for animal welfare in the context of housing, behavior, nutrition, transportation, disposal, and harvest of animals.
- D9.3 Understand federal and state animal welfare laws and regulations, such as those dealing with abandoned and neglected animals, animal fighting, euthanasia, and medical research.
- D9.4 Understand the regulations for humane transport and harvest of animals, such as those delineated by the U.S. Department of Agriculture, Food Safety and Inspection Service, and the Humane Methods of Slaughter Act.

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*D10.0 Students understand the production of large animals (e.g., cattle, horses, swine, sheep, goats) and small animals (e.g., poultry, cavy, rabbits):*

- D10.1 Know how to synthesize and implement optimum requirements for diet, genetics, habitat, and behavior in the production of large and small animals.
- D10.2 Understand how to develop, maintain, and use growth and management records for large or small animals.

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*D11.0 Students understand the production of specialty animals (e.g., fish, marine animals, llamas, tall flightless birds):*

- D11.1 Understand the specialty animal's role in agriculture (e.g., fish farms, pack animals, working dogs).
- D11.2 Understand the unique nutrition, health, and habitat requirements for specialty animals.
- D11.3 Know how to synthesize and implement optimum requirements for diet, genetics, habitat, and behavior in the production of specialty animals.
- D11.4 Understand how to develop, maintain, and use growth and management records for specialty animals.

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*D12.0 Students understand how animal products and by-products are processed and marketed:*

- D12.1 Understand animal harvest, carcass inspection and grading, and meat processing safety regulations and practices and the removal and disposal of nonedible by-products, such as those outlined in Hazard Analysis and Critical Control Point documents.
- D12.2 Understand the relative importance of the major meat classifications, including the per capita consumption and nutritive value of those classifications.
- D12.3 Understand how meat-based products and meals are made.
- D12.4 Understand how nonmeat products (such as eggs, wool, pelts, hides, and by-products) are harvested and processed.
- D12.5 Understand how meat products and nonmeat products are marketed.
- D12.6 Understand the value of animal by-products to nonagricultural industries.





Approved by the Board of Trustees at the \_\_\_\_\_ board meeting.

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☒ Text for New Course      ☐ English Learners/Comite' Compliance      [Currently not listed on textbook list]  
☐ NEW COURSE: \_\_\_\_\_

For use beginning with the semester of:

☒ Fall      ☐ Spring      Year 2015

This form will provide the Board of Trustees, administration, and teachers an overview of the strengths this proposed textbook(s)/material(s) will support a particular course.

Textbook(s)/Material(s) Title Floriculture : Designing & Merchandising

Author Charles Griner Publisher Delmar : CENGAGE Learning

Copyright 2011 Price \$ 155.25 ISBN # 978-1-4354-8935-6

School South Lindhurst High School Teacher/Department Requesting Meaghan Garrison / Ag Dept.

Funding Source CORE Grade Level(s) 10-12

Title of Course/Subject Introduction to Floriculture

Course Description(s) Covered \_\_\_\_\_

Does this textbook(s)/material(s) cover the content standards?

+ Science  
+ Elective

- ☒ Yes, thorough coverage/alignment  
☐ Yes, moderate coverage/alignment

Will this textbook(s)/material(s) be used at all MJUSD high schools?

☒ Yes      ☐ No

If no, why not? \_\_\_\_\_

Has the decision to request this textbook(s)/material(s) been discussed by all MJUSD high schools?

☒ Yes      ☐ No

If no, why not? \_\_\_\_\_

Are there sections and/or passages in the textbook(s)/material(s) a parent/guardian or student may find objectionable?

☐ Yes      ☒ No

If yes, **explain in detail:** (Violence: How much? What kind? (guns, fighting, knives, swords, etc./Profanity: sexual expressions, inappropriate verbiage and/or innuendoes, etc. \_\_\_\_\_)

List Major Content Standard(s) Covered:

**Example:**

Reading/Language Arts -

Gr. 9: Literary Response and Analysis: 3.3, 3.6, 3.10

Writing Strategies: 1.1, 1.5, 1.7, 1.8

History-Social Science -

Grade 12: Principles of American Democracy: 12.1 - #1, #2, #6

Principles of Economics: 12.2 - #2, #3, #8, #10

Ag Science standards see Attached

**Prerequisites/Guidance Information:**

Graduation Requirement:

☒ Yes

☐ No

UC/CSU Credit:

☒ Yes

☐ No

Is this an elective class?

☒ Yes

☐ No

Course Length One year Credits 10

Additional comment(s) teacher/department would like to express in support of their decision to choose the proposed textbook(s) or basic learning material(s) \_\_\_\_\_

I hereby verify the textbook(s)/material(s):

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- supports MJUSD standards for this course, and
- meets the intent of Board Policy 6205.

Department Chairperson: \_\_\_\_\_

Principal Approval: \_\_\_\_\_

2-18-15

Date

2/17/15

Date

Approval: \_\_\_\_\_

Lennie Tate, Executive Director of Educational Services

Date

☒ Approved ☐ Denied

6/28/12

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Please contact Geu Thao (749-6161) if you have any questions or need assistance.

## F. Ornamental Horticulture Pathway

The Ornamental Horticulture Pathway prepares students for careers in the nursery, landscaping, and floral industries. Topics include plant identification, plant physiology, soil science, plant reproduction, nursery production, and floriculture as well as landscaping design, installation, and maintenance.

### F1.0 *Students understand plant classification and use principles:*

- F1.1 Understand how to classify and identify plants by order, family, genus, and species.
- F1.2 Understand how to identify plants by using a dichotomous key.
- F1.3 Understand how common plant parts are used to classify the plants.
- F1.4 Understand how to classify and identify plants by using botanical growth habits, landscape uses, and cultural requirements.
- F1.5 Understand plant selection and identification for local landscape applications.

### F2.0 *Students understand plant physiology and growth principles:*

- F2.1 Understand plant systems, nutrient transportation, structure, and energy storage.
- F2.2 Understand the seed's essential parts and functions.
- F2.3 Understand how primary, secondary, and trace elements are used in plant growth.
- F2.4 Understand the factors that influence plant growth, including water, nutrients, light, soil, air, and climate.
- F2.5 Understand the tissues seen in a cross section of woody and herbaceous plants.
- F2.6 Understand the factors that affect plant growth.

### F3.0 *Students understand sexual and asexual plant reproduction:*

- F3.1 Understand the different forms of sexual and asexual plant reproduction.
- F3.2 Understand the various techniques for successful plant propagation (e.g., budding, grafting, cuttings, seeds).
- F3.3 Understand how to monitor plant reproduction for the development of a saleable product.

### F4.0 *Students understand basic integrated pest management principles:*

- F4.1 Read and interpret pesticide labels and understand safe pesticide management practices.
- F4.2 Understand how pesticide regulations and government agencies affect agriculture.
- F4.3 Understand common horticultural pests and diseases and methods of controlling them.
- F4.4 Understand the systematic approach to solving plant problems.



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*F5.0 Students understand water and soil (media) management practices:*

- F5.1 Understand how basic soil science and water principles affect plant growth.
- F5.2 Know basic irrigation design and installation methods.
- F5.3 Prepare and amend soils, implement soil conservation methods, and compare results.
- F5.4 Understand major issues related to water sources and water quality.
- F5.5 Know the components of soilless media and the use of those media in various types of containers.

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*F6.0 Students understand ornamental plant nutrition practices:*

- F6.1 Analyze how primary and secondary nutrients and trace elements affect ornamental plants.
- F6.2 Understand basic nutrient testing procedures on soil and plant tissue.
- F6.3 Analyze organic and inorganic fertilizers to understand their appropriate uses.
- F6.4 Understand how to read and interpret labels to properly apply fertilizers.

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*F7.0 Students understand the selection, installation, and maintenance of turf:*

- F7.1 Understand the selection and management of landscape and sports field turf.
- F7.2 Understand how to select, install, and maintain a designated turfgrass area.
- F7.3 Understand how the use of turf benefits the environment.

---

*F8.0 Students understand nursery production principles:*

- F8.1 Understand how to properly use production facilities and common nursery equipment.
- F8.2 Understand common nursery production practices.
- F8.3 Understand how to propagate and maintain a horticultural crop to the point of sale.
- F8.4 Understand marketing and merchandising principles used in nursery production.

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*F9.0 Students understand the use of containers and horticultural tools, equipment, and facilities:*

- F9.1 Understand the use of different types of containers and demonstrate how to maintain growing containers in controlled environments.
- F9.2 Operate and maintain selected hand and power equipment safely and appropriately.
- F9.3 Select proper tools for specific horticultural jobs.
- F9.4 Understand how to install landscape components and electrical land and water features.

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*F10.0 Students understand basic landscape planning, design, construction, and maintenance:*

- F10.1 Know the terms associated with landscape and design and their appropriate use.
  - F10.2 Understand the principles of residential design, including how to render design to scale.
  - F10.3 Understand proper landscape planting and maintenance practices.
  - F10.4 Prune ornamental shrubs, trees, and fruit trees.
  - F10.5 Develop clear and concise landscape business contracts.
- 

*F11.0 Students understand basic floral design principles:*

- F11.1 Understand the use of plant materials and tools.
- F11.2 Apply basic design principles to products and designs.
- F11.3 Handle, prepare, and arrange cut flowers appropriately.
- F11.4 Understand marketing and merchandising principles used in the floral industry.



## MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

### AGREEMENT FOR INSPECTION SERVICES

PROJECT: Fencing at Covillaud Elementary School

This agreement is made and entered into on this **24 day of February, 2015**, by and between the **Marysville Joint Unified School District** hereinafter referred to as "DISTRICT", and **ALAN S. BROOKS** referred to as "INSPECTOR".

WITNESSETH:

WHEREAS, DISTRICT is causing general construction, repairs and/or replacement to be constructed on DISTRICT property in Yuba County, State of California; and

WHEREAS, INSPECTOR is fully licensed and authorized by the State of California to provide inspections on school buildings, portable school buildings, and other structures.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, IT is AGREED by and between the parties hereto as follows:

1.0. Scope of Work

DISTRICT hereby hires INSPECTOR as an independent contractor to perform inspection services on DISTRICT project(s). Such services shall include, but shall not be limited to:

1.1. Specifications

Inspection of the work during construction to assure that all work is done in accordance with the approved plans and specifications and applicable federal, state, and local building codes.

1.2. Log

The maintenance of a detailed daily inspection log.

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1.3. Certification

The certification of work completed and in progress, by the contractor, including material and equipment on or off site for pay request verification purposes.

1.4. Other

Such other services as may be designated by the DISTRICT.

2.0. Term

The term of this agreement shall commence on the date the District determines inspection services are necessary, and shall continue until the District determines inspection services are no longer required.

3.1. Rate

DISTRICT shall compensate INSPECTOR at the rate of:

\$70.00 per hour for DSA Class I;  
\$65.00 per hour for DSA Class II;  
\$60.00 per hour for DSA Class III & IV

for all time worked during normal working hours, Monday through Friday up to eight (8) hours per day. Hours worked in excess of eight (8) hours per day, forty (40) hours per week, and on Saturdays shall be compensated at the rate of 1.5 times the hourly rate stated above. All hours worked on Sundays and holidays shall be compensated at the rate of 2.0 times the hourly rate stated above. All overtime work shall be authorized in advance by the DISTRICT Assistant Superintendent, Business Services or designee.

The total fees (including reimbursable expenses) not-to-exceed: \$3,000.

3.2. Reimbursable Expenses

DISTRICT shall reimburse INSPECTOR for necessary out of pocket expenses, i.e., plan reproductions, long distance telephone calls, and/or film and development costs used for provided services.

3.3. Time Sheets and Payment

INSPECTOR shall submit monthly invoices at the end of each month identifying regular time, overtime, mileage log and receipts for out of pocket expenses. Payment shall be made in full by DISTRICT to INSPECTOR within thirty (30) working days after approval by the District Business Office.

4.0. Records

INSPECTOR shall maintain at all times complete detailed records and an inspection log with regard to the services performed under this agreement. The records shall be the property of the DISTRICT.

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5.0. Non-assignability

This agreement and the rights and duties hereunder shall not be assigned in whole or in part without written consent of the DISTRICT.

6.0. Insurance

INSPECTOR shall provide any required insurance at his/her own expense.

7.0 Fingerprint Certification

INSPECTOR will maintain compliance at all times with Education Code Section 45125.2.

This agreement may be canceled by the DISTRICT or the INSPECTOR upon the giving of thirty (30) calendar days advance written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation, the INSPECTOR shall be paid for all services performed up to the date of the cancellation.

IN WITNESS WHEREOF, this agreement has been executed on the day, month, and year first above written.

For "DISTRICT":

\_\_\_\_\_  
Ryan Digiulio, Assistant Superintendent, Business Services

\_\_\_\_\_  
Date

"INSPECTOR"

  
\_\_\_\_\_  
Alan S. Brooks, Class I DSA Inspector

  
\_\_\_\_\_  
Date



16



**Amber Watson**

---

**From:** Monica Disante <monicap@aol.com>  
**Sent:** Monday, February 09, 2015 10:57 AM  
**To:** Amber Watson  
**Subject:** Notice

MJUSD  
Personnel Dept.

FEB 10 2015

RECEIVED



To whom this may concern,

On this day February 9th 2015 I regret to inform you that I am giving you my two week notice.

My last day of work will be February 20th 2015.

I have enjoyed working for the district and this decision was very difficult for me.

Sent from my iPhone

01/31/15

MJUSD

MJUSD  
Personnel Dept

FEB 12 2015



To Whom it may concern

RECEIVED

This is my letter of Resignation. My last day will be Feb 13, 2015. I am leaving the state to go back home in Hawaii Thank you for a great 17 plus years and I wish everyone in the District Well.

Margaret U. Kearby  
Margaret U. Kearby

DRAFT

# 2015-2016 School Calendar

DRAFT

180 Student Attendance Days 183 Teacher Workdays

<p><b>JULY</b></p> <p>M 6 13 20 27</p> <p>T 7 14 21 28</p> <p>W 1 8 15 22 29 30 31</p> <p>T 2 9 16 23 30</p> <p>F 3 10 17 24</p>	<p><b>AUGUST</b></p> <p>M 3 10 17 24 31</p> <p>T 4 11 18 25</p> <p>W 5 12 19 26</p> <p>T 6 13 20 27</p> <p>F 7 14 21 28</p>	<p><b>SEPTEMBER</b></p> <p>M 7 14 21 28</p> <p>T 1 8 15 22 29</p> <p>W 2 9 16 23 30</p> <p>T 3 10 17 24</p> <p>F 4 11 18 25</p>	<p><b>OCTOBER</b></p> <p>M 5 12 19 26</p> <p>T 6 13 20 27</p> <p>W 7 14 21 28 29 30</p> <p>T 8 15 22 29</p> <p>F 9 16 23 30</p>
<p><b>NOVEMBER</b></p> <p>M 2 9 16 23 30</p> <p>T 3 10 17 24</p> <p>W 4 11 18 25</p> <p>T 5 12 19 26</p> <p>F 6 13 20 27</p>	<p><b>DECEMBER</b></p> <p>M 7 14 21 28</p> <p>T 8 15 22 29</p> <p>W 9 16 23 30</p> <p>T 10 17 24 31</p> <p>F 11 18 25</p>	<p><b>JANUARY</b></p> <p>M 4 11 18 25</p> <p>T 5 12 19 26</p> <p>W 6 13 20 27</p> <p>T 7 14 21 28</p> <p>F 8 15 22 29</p>	<p><b>FEBRUARY</b></p> <p>M 1 8 15 22 29</p> <p>T 9 16 23</p> <p>W 10 17 24</p> <p>T 11 18 25</p> <p>F 12 19 26</p>
<p><b>MARCH</b></p> <p>M 7 14 21 28</p> <p>T 8 15 22 29</p> <p>W 9 16 23 30 31</p> <p>T 10 17 24</p> <p>F 11 18 25</p>	<p><b>APRIL</b></p> <p>M 4 11 18 25</p> <p>T 5 12 19 26</p> <p>W 6 13 20 27</p> <p>T 7 14 21 28</p> <p>F 8 15 22 29</p>	<p><b>MAY</b></p> <p>M 2 9 16 23 30</p> <p>T 3 10 17 24 31</p> <p>W 4 11 18 25</p> <p>T 5 12 19 26</p> <p>F 6 13 20 27</p>	<p><b>JUNE</b></p> <p>M 13 20 27</p> <p>T 14 21 28</p> <p>W 15 22 29 30</p> <p>T 16 23</p> <p>F 17 24</p>

## & [ ] Student Non-Attendance Days~

**Teacher Workdays**  
 August 10-11  
 September 7  
 October 12  
 November 11  
 November 23 - 27  
 December 21 - 31  
 January 1 - 8  
 January 18  
 February 8  
 February 15  
 March 25 - 31  
 April 1  
 May 30

**Teacher Workdays**  
 Labor Day  
 Teacher Site-based Workday  
 Veteran's Day  
 Thanksgiving Recess  
 Winter Recess  
 Winter Recess  
 Martin Luther King Day  
 Lincoln's Birthday Observed  
 President's Day  
 Spring Break  
 Spring Break  
 Memorial Day



Student Year Begins August 12, 2015



Student Year Ends June 3, 2016

◆ Optional Workshops [ ] August 6-7, 2015; June 6-7, 2016  
(Teachers Only - Without Students) — Professional Development Days

◆ Teacher Workdays [ ] Aug. 10-11, 2015 and Oct. 12, 2015  
(Included in Contract w/o Students)

\* Minimum Days Oct. 2, Dec. 18, Mar. 24, June 3

\*\*\* Semester Ends December 18, 2015

“Snow Day”  
June 6, 2016

In the event of an unplanned “situation” at one or more schools, some or all of the remaining minimum days may be forfeited to meet the requirements for state instructional minutes

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[Schools shall close winter & spring recesses.]

Board Approved:


**FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT  
AB923 BUS REPLACEMENT AGREEMENT**

This Agreement (Agreement) is between the Marysville Joint Unified School District ("Participant"), a public agency of the State of California, and the Feather River Air Quality Management District ("District"), a body corporate and politic and a public agency of the State of California.

**1.0. Recitals**

- 1.1. The District is part of the Federal Sacramento Ozone Nonattainment Area (SFNA or Nonattainment Area). (A map of the Nonattainment Area is included in Exhibit A) Ozone is formed by the interaction of Nitrogen Oxides (NOx) and other precursor pollutants. The majority of NOx in the Sacramento Nonattainment Area is generated by vehicles, including heavy-duty vehicles and engines.
- 1.2. The District is the local agency within the boundaries of Yuba and Sutter Counties with the primary responsibility for the development, implementation, monitoring, and enforcement of air pollution control strategies, clean fuel programs, and motor vehicle use reduction measures under Health and Safety Code Section 40961.
- 1.3. The District is authorized by Health and Safety Code Sections 41062(a) and 41082 to implement programs to reduce transportation emissions, including programs to encourage the use of alternative fuels and low-emission vehicles.
- 1.4. The District's Board of Directors adopted Resolution 2005-13 on December 5, 2005 in accordance with AB 923, increasing the DMV Surcharge Fee from \$4.00 to \$6.00 to provide approximately an additional \$250,000 per year into the District Motor Vehicle Registration Fund, for projects that would reduce vehicle emissions.
- 1.5. The AB 923 was established as a grant program to include the purchase of new school buses to replace old, high-polluting public school buses. The primary goal of this program is to reduce school children's exposure to both cancer-causing and smog-forming pollution. The replacement of old, high-emitting public school buses significantly reduce both NOx and toxic particulate matter emissions, thereby, reducing school children's exposure to diesel-related pollution.
- 1.6. The California Air Resources Board (CARB) has defined particulate matter (PM) from diesel-fueled vehicles and engines as a toxic air contaminant. CARB and air districts recognize that PM emissions from diesel-fueled engines and vehicles are a serious public health concern, and that PM poses an increased risk to school age children because children are more susceptible to PM's harmful health effects.
- 1.7. This Agreement will help fund the replacement of old, high-emitting public school buses to significantly reduce toxic particulate matter emissions, thereby, reducing school children's exposure to diesel-related pollution.
- 1.8. Participant understands that the purpose of the Program, and this Agreement, is to help the District achieve clean air standards as required by state and federal law.
- 1.9. The parties specifically recognize that CARB, EPA, and DOE, as applicable, are third-party beneficiaries to this Agreement and have the right to audit compliance with the Agreement, including conducting inspections, and have the right to enforce Participant's compliance with the terms of the Agreement.

Business Services Department

Approval:   
Date: 12/17/14



## 2.0. Special Terms and Conditions

The parties agree to the terms and conditions listed below:

2.1. **Definitions:** As used in this Agreement, the following terms have the following meanings:

- 2.1.1 **"1977-1993 School Bus"** means a diesel or gasoline powered, heavy-duty engine school bus with an engine model year between 1977 and 1993.
- 2.1.2 **"Certified"** means a motor vehicle or engine that is certified by CARB or EPA to an emission standard or standards.
- 2.1.3 **"Dismantle or Destroy"** means to punch, crush, stamp, hammer, shred, or otherwise render permanently and irreversibly incapable of functioning as originally intended, any vehicle or vehicle part. The vehicle or equipment is rendered permanently incapable of passing a California Highway Patrol (CHP) inspection or is otherwise deemed permanently illegal to operate on public roads.
- 2.1.4 **"Existing School Bus"** means the pre-1987, diesel or gasoline powered, heavy-duty engine school bus listed in Exhibit B that meets the March 27, 2008 LESBP Guideline criteria, and that the Program Participant surrenders for destruction.
- 2.1.5 **"In Regular Use"** means that the Existing School Bus was routinely used each school day to transport school children to and from school.
- 2.1.6 **"New Equipment"** means the on-road motor vehicles, devices, and/or emission control systems funded under this Agreement and identified in Exhibit B.
- 2.1.7 **"Participant Agreement"** means the AB 923 Agreement between the District, and a Program Participant, under which the District agrees to pay the Program Participant a specific amount to help offset the cost of purchasing a qualifying replacement school bus from Dealership.
- 2.1.8 **"Pre-1977 School Bus"** means a diesel or gasoline powered, heavy-duty engine school bus with a chassis manufactured on or before April 1, 1977.
- 2.1.9 **"Pre-1993 School Bus"** refers to both pre-1977 chassis model year buses and 1977-1993 engine model year school buses.
- 2.1.10 **"Project Completion"** means the implementing agency has confirmed that the new equipment is operational. Project Completion cannot occur before the date of execution of the Participant Agreement.
- 2.1.11 **"Project Implementation"** means the period following Project Completion, during which period the participant must meet the performance obligation in Exhibit C.
- 2.1.12 **"Program Participant"** means a public school district or Joint Powers Authorities (JPA) formed by several school districts in California that owns their own buses and is receiving funds to aid in the purchase of the Replacement School Bus.

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2.1.13 **"Replacement School Bus"** means the newer, lower-emission diesel or alternative fuel school bus described in Exhibit B that meets the CARB emission criteria shown below and the equipment criteria defined in the Lower-Emission School Bus Program Guidelines.

2.1.14 **"Verified"** means a device, fuel, or system that is verified by CARB or EPA to reduce emissions from a mobile source by a verified amount.

2.2 **Agreement:** The Participant agrees to replace existing pre-1993 school buses with newer, low emission school buses as approved by the California Air Resources Board Lower-Emission School Bus Program Guidelines. Participant will purchase and operate newer, low emission school bus(es) that replace the following:

☐ pre-1977 replacement school bus(es); or

☒ 1986 1977-1993 replacement school bus(es).

The project implementation time frame begins on the date of the final invoice payment on equipment funded with Lower-Emission School Bus Program State Program funds. The project implementation time frame must equal no less than five years that Participant must own and operate a bus that is purchased with Lower-Emission School Bus funds.

### 2.3 **Payment:**

2.3.1 The District will pay up to **\$140,000.43** to Participant to purchase the New Equipment identified in Exhibit B. No payment is required until: (i) the Participant commences operation, as required under paragraph 2.4.1 (Time), (ii) the Participant satisfies the requirements in paragraph 2.6 (Inspections) and 2.9 (Invoices).

2.3.2 **Funding Cap:** The District shall not pay more than the funding cap in the Lower Emission School Bus Guidelines, currently set at \$165,000.00 per bus replacement.

### 2.4 **Project Milestones:**

2.4.1 Purchase and begin operating the New Equipment described in Exhibit B: (i) within one year of the execution of this Agreement by all parties. Participant may submit a written request to extend this time frame if it is unable to comply with the deadline due to circumstances outside Participant's reasonable control.

2.4.2 **Ownership/Operation:** Meet the operational requirements of Exhibit C for each item of New Equipment described in Exhibit B, and (i) operate the New Equipment in a manner that is consistent with the Program eligibility requirements, the goals and objectives of the Program, the terms of this Agreement, and all local, state, and federal rules, laws, and regulations.

2.4.3 **Assumed Date of Delivery:** The assumed date of delivery is within one year from contract execution.

#### 2.4.5 **Disposal of Existing School Bus:**

- (i) Participant must release the existing school bus, along with the signed vehicle title, to a District-approved salvage yard to be dismantled and destroyed within 60 days of receipt of the new replacement school bus. No part of the existing school bus can be re-used.

- (ii) Participant must obtain and retain the following documentation for the contract term plus two years:

A copy of the Department of Motor Vehicles Dismantlers Notice of Acquisition/Report of Vehicle to be Dismantled (REG42); and

A letter signed and dated by a representative of the entity that dismantled the bus. The letter must state the vehicle and engine were dismantled in accordance with the definition of "dismantle" as set forth in section 2.1 (Definitions) 2.1.3 (Dismantle or Destroy) and must include the following information for each dismantled bus:

The Vehicle Identification Number, the method used to dismantle the non-engine portion of the bus, and the date the non-engine portion of the bus was dismantled; and  
The engine serial number, the method used to dismantle the engine, and the date the engine was dismantled.

- (iii) Obtain the District's approval of an alternative to surrender for salvage. The District may approve an alternative if there are special circumstances that justify the alternative approach and the alternative will not have a detrimental impact on air quality.

**2.5 Participant Obligations:** Participant must:

**2.5.1 Equipment Warranties:** Secure New Equipment Warranties and operate the New Equipment within the manufacturer's specifications.

**2.5.2 Maintenance:** Maintain new school bus according to manufacturer's specifications and fueling requirements. Ensure that the New Equipment is only operated when it is calibrated to the lowest emission standard certified by CARB or EPA, whichever is lower.

**2.6 Enforcement:**

**2.6.1 Inspections and Audits:** The New Equipment funded under this Agreement is subject to inspection by District, CARB, the State of California Department of Finance (DOF), or Funding Partner(s), as applicable, or their designees at any time. Any inspection may be conducted at a reasonable time and with reasonable notice to Participant. Inspections may include the pre-, post-, salvage, and audit inspections.

**2.6.2 Salvage Inspection:** The District may conduct a pre-salvage inspection to ensure that, at the time of salvage, the Existing Vehicle, Engine or Equipment, if any to be destroyed, is in the same condition it was in at the pre-inspection. If the condition of the Existing Vehicle, Engine or Equipment has changed, the District may deny or decrease the payment authorized under paragraph 2.3 (payment). The District may conduct a salvage inspection to verify destruction or disposal of the Existing Vehicle, Engine or Equipment, if applicable.

**2.6.3 Audit Inspection:** The District, CARB or Funding Partner(s), as applicable, or their designees will conduct audit inspections as necessary to verify the New Equipment is operating pursuant to program guidelines and meeting contractual requirements. The District, CARB, or Funding Partner(s), as applicable, or their designees may perform an audit of the project at any time during the Project Implementation period and as long as the equipment is still in use after the contract term.

**2.7 Project Specifications:** Participant must comply with all other requirements detailed in this Agreement and the Lower Emission School Bus Program guidelines for the full contract term.

**2.8 Participant's Warranties:** The Participant warrants that:

- i) Both the Existing Vehicle, Engine or Equipment and the New Equipment meet all of the criteria established in the Program Guidelines in effect at the time this Agreement is signed, as well as the goals and objectives of the Program.
- (ii) It will not use any fuel additives unless specifically identified as allowable in the engine certification Executive Order.
- (iii) It will not make any modifications to, or tamper with the New Equipment, engine, emission control system or any recording devices on the New Equipment, and will not modify engine performance (including changes in horsepower), emission characteristics, engine emission components (not including repairs with substantially similar original equipment manufacturer replacement parts), or the engine's emission control function in any manner.

**2.9 Invoice Requirements:** The Participant must submit a final invoice packet to the District. This requirement may be met by submission of the documents by a Dealership on Participant's behalf. The final invoice packet must include copies of:

**2.9.1 Purchase Order Documentation:** A copy of the final purchase order. The purchase order must include the assumed delivery date of each replacement school bus.

**2.9.2 Final Invoice Documentation:** A copy of (i) the New Equipment invoice, and (ii) copies of all invoice documents associated with the purchase and installation of New Equipment described in Exhibit B, detailing costs associated with parts, labor, and miscellaneous charges, including a copy of the Program Participant final itemized invoice, invoices for work performed to meet LESBP eligibility requirements, and the finance agreement for any portion of the New Equipment purchase price to be privately financed.

The District will not release any funds until Participant or Dealership on Participant's behalf submits a final invoice that includes the following information:

- (i) Name, address and phone number of Participant
- (ii) Name, address and phone number of Dealership
- (iii) Purchase order date
- (iv) Vehicle Identification Number, model year, manufacturer, engine model year, horsepower rating, serial number, and fuel type of each replacement school bus funded
- (v) Cost of each replacement school bus including essential or standard equipment and tax
- (vi) Date Participant accepted delivery of each replacement school bus
- (vii) Odometer reading on the date each replacement school bus is delivered and accepted by Participant

**2.10 Termination:**

**2.10.1 General:**

**2.10.1.1** The District may immediately suspend or terminate this Agreement, in whole or in part, if it determines that there is an illegal or improper use of funds.

**2.10.1.2** This Agreement may be terminated by the District under Paragraph 3.4.2 (5-day Notice Termination) after 30 days' written notice to the Participant to meet the obligations established in this Agreement or the Health and Safety Code. If the Agreement is terminated, the Participant will be subject to (Early-



Termination Reimbursements). The APCO may, at his or her discretion, waive the refund or allow the Participant further opportunity to cure its failure to meet the Agreement obligations.

- 2.10.2 **Limitation:** Notwithstanding the provisions of this Paragraph, the Participant is subject to the reimbursement requirements of, which are in addition to, and do not offset or displace, any other recovery rights that the District may have in the event the contract is breached.

## 2.11 Recordkeeping and Reporting Requirements:

- 2.11.1 **Record Requirements:** Participant must maintain adequate records to document compliance with this Agreement. Records include the documents specified below. Participant must maintain the records for the term of the contract and the two years following the end date listed in paragraph 2.12 (Term). The District may inspect or request copies of these records at any time during the term of this Agreement. This paragraph will survive the termination of this Agreement.

- (i) The Participant must operate and maintain the new school bus according to the manufacturer's specifications.

- 2.12 **Contract Term:** This Agreement will begin upon execution by all parties and terminate on **January 1, 2020**. The Contract Term shall include two timeframes:

- 2.12.1 Project Completion period is one year beginning with the execution of the Agreement by all parties and ending with the initial operation of the New Equipment.

- 2.12.2 The Project Implementation time frame will begin upon the final invoice payment and the Participant must own and operate the equipment purchased with AB 923 funds equal to no less than five years.

## 3.0 General Terms and Conditions

- 3.1 **Prohibition on Emission Reduction Credits:** The receipt of funds under this Agreement prohibits application for any form of emission reduction credit – for any pollutant – for the New Equipment described in Exhibit C. This prohibition includes, but is not limited to: (i) all attainment, nonattainment, criteria and noncriteria pollutants, and (ii) application for Emission Reduction Credits (ERC), Mobile Emission Reduction Credits (MERC) or Certificates of Advanced Placement (CAP). This prohibition extends to credits from all Air Quality Management or Air Pollution Control Districts.

- 3.2 **Voluntary Act:** The Participant's purchase of the New Equipment is a completely voluntary act and the District has not made representations or guarantees to the Participant regarding the New Equipment.

- 3.3 **Amendment:** No amendment, alteration or variation of the terms of this Agreement is valid unless made in writing and signed by all parties.

## 3.4 Termination Notice Requirements:

- 3.4.1 **30-day Notice Termination:** Either the District or Participant may terminate this Agreement for any reason by giving the other party 30-days written notice.

- 3.4.2 **5-day Notice Termination:** The District, through its APCO, may terminate this Agreement with 5 days written notice if Participant fails to perform any of the terms and conditions of this Agreement in the time and manner specified.

- 3.4.3 **Immediate Termination:** The District, through its APCO, may terminate this Agreement immediately if informed that moneys to fund the contract are not available. If the District

terminates this Agreement under this paragraph, it will serve notice of the action on the Participant within 10 working days.

- 3.5 **Waiver of Claims:** Participant waives any claims against the District, CARB, Funding Partner(s), its officers, agents, employees, delegates or volunteers from damage or loss caused by:
- (i) Any suit or proceeding directly or indirectly attacking the validity of this Agreement, or any part of this Agreement.
  - (ii) Any judgment or award declaring this Agreement either void or voidable, or delaying the performance of any part of this Agreement.
- 3.6 **Waiver of Agreement Provisions:** Waiver by either party of any default, breach or condition precedent will not be construed as waiver of any other default, breach or condition precedent or any other right under this Agreement.
- 3.7 **Time:** Time is of the essence with respect to the timely performance of each provision of this Agreement.
- 3.8 **Severability:** If any provision of this Agreement is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed and enforced as if such provision had not been included.
- 3.9 **Venue and Choice of Law:** This Agreement is executed in Sutter County, California and will be governed by the laws of the State of California. Any action arising out of this Agreement must be filed in a state court or federal court located in Sutter County, California.
- 3.10 **Compliance with Laws and Regulations:** Participant must observe and comply with all applicable laws and regulations. In addition to all other applicable laws, this Agreement is subject to the provisions and limitations of the Health & Safety Code. Notwithstanding the terms of this Agreement, the Participant, the District nor CARB are permitted to undertake any actions that contravene the Health & Safety Code or any other law or regulation.
- 3.11 **Payments that Contravene the Law:** The District and CARB have no liability for payments that are found to contravene the law. Participant will reimburse the District for any payments made by the District to Participant and later determined to contravene federal, state or local laws and regulations.
- 3.12 **Status of Participant:** This Agreement is only for the payment of incentive funds to offset the cost of the items identified in Exhibit C. Accordingly, Participant, its employees, consultants and subcontractors do not have any of the entitlements of a CARB, District, or Funding Partner employee. Participant is an independent contractor.
- 3.12.1 **Direction of Third Parties:** If the Participant employs any third persons, these persons will be under the exclusive control of Participant. All terms of employment, including but not limited to hours, wages, working conditions, discipline, hiring, and discharging will be determined by Participant.
  - 3.12.2 **Right to Bind:** Neither the Participant nor its employees, subcontractors or consultants have the right to act on behalf of CARB or the District in any capacity, or to bind CARB or the District to any obligation.
  - 3.12.3 **Taxes:** Neither CARB nor the District will make any deductions or withholdings from the compensation paid to Participant. Participant must issue all forms required by federal and state laws for income and employment tax purposes for all of Participant's assigned personnel.

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- 3.13 **Conflict of Interest:** No officer or employee of CARB or the District has any pecuniary interest, direct or indirect, in this Agreement or the proceeds of the Agreement. No officer or employee of Participant may serve on CARB or the District's governing body or hold any CARB or District position which by rule, practice, or action nominates, recommends, supervises or authorizes the development or execution of this Agreement, or any payment to Participant.
- 3.14 **Indemnity:** Participant agrees to indemnify, defend (upon District's written request), protect, and hold harmless District and District's officers, employees, and agents against all liabilities, claims, demands, damages, and costs (including reasonable attorneys' fees and litigation costs through final appeal) that arise in any way from acts or omissions by Participant or Participant's officers, employees, or agents while performing under this agreement. Participant's obligation under this section covers but is not limited to liabilities, claims, demands, damages, and costs arising from injury to, or death of, any person and from damage to, or destruction of, any property. Participant's obligation under this section will survive this agreement.
- 3.15 **Force Majeure:** If performance by CARB, the District, or the Participant of any of its obligations or undertakings under this Agreement is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this Agreement, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake, or other natural forces, or by the acts of anyone not a party to this Agreement, then CARB, the District or the Participant may be either excused from any further performance or excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence at the election of CARB and the District.
- 3.16 **Two Originals:** This Agreement and any modification to this Agreement will be executed in two originals, one to be kept by the District and one to be kept by the Participant. Either of the originals is enforceable without the presentation of the other original.
- 3.17 **Entire Agreement:** This Agreement constitutes the entire Agreement between the District and Participant. All parties revoke all prior or contemporaneous oral or written Agreements between them that are inconsistent with this Agreement. In the event of a dispute between the parties regarding the Agreement, this Agreement will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement. This Agreement consists of the following parts:
- (i) This Agreement
  - (ii) Exhibit A – Map of Federal Sacramento Ozone Nonattainment Area
  - (iii) Exhibit B – Vehicle/Equipment Information Form
  - (iv) Exhibit C – Performance Requirements
  - (v) Exhibit D – Insurance Requirements
  - (vi) Exhibit E – Previous Incentive Funding Information (if applicable)
  - (vii) Exhibit F – Joint Funding Information (if applicable)
  - (viii) Exhibit G – Debarment Certification
  - (ix) Exhibit H – Levine Act Disclosure Statement

- 3.18 **Notices:** Correspondence between the District and Participant should be addressed to the following:

To District	To Participant
Christopher D. Brown, APCO Feather River AQMD 1007 Live Oak Blvd., Ste. B-3 Yuba City, CA 95991 Phone: (530) 634-7659 Fax (530) 634-7660	Scott Lane, Director of Transportation Marysville Joint Unified School District 1919 B Street Marysville, CA 95901 Phone: (530) 749-6199 Fax (530) 741-4112

The address and/or contacts may be changed by written notice to the other party. Such written notice may be given by mail, using the U.S. Postal Service, or personal service.

- 3.19 **Authority to Bind and Acknowledgement of Terms:** The undersigned representative of Participant has read and agrees to comply with all terms and conditions in this Agreement and also affirmatively states that he or she has legal authority to bind Participant to the terms and conditions of this Agreement; including the following Disclosure Agreement:

#### **DISCLOSURE AGREEMENT**

The undersigned representative of Participant affirmatively states that neither they nor any other representative of Participant will submit another application or sign another contract for the same Equipment described in Exhibit B with any other source of funds, including but not limited to other air districts or multidistrict funding under the LESBP.

Any owner or owner's designee who is found to have submitted multiple applications or signed multiple contracts for the same Equipment will, at a minimum, be disqualified from funding for that Equipment from all sources, may be required to reimburse the public agencies for any monies received, and may also be banned from submitting future applications to any and all LESBP solicitations. In addition, if noncompliance or nonperformance under this agreement also constitutes a violation of the Health and Safety Code, including but not limited to the LESBP and its implementing Guidelines, CARB and the District may levy fines and refer the violations for criminal enforcement.

The undersigned representative of Participant has read and agrees to comply with all terms and conditions in this Agreement and also affirmatively states that he or she has legal authority to bind Participant to the terms and conditions of this Agreement.

#### **Approved by the Marysville Joint Unified School District**

\_\_\_\_\_  
Gay Todd  
Superintendent

Date: \_\_\_\_\_

#### **Approved by the Feather River Air Quality Management District**

\_\_\_\_\_  
Christopher D. Brown, AICP  
Air Pollution Control Officer

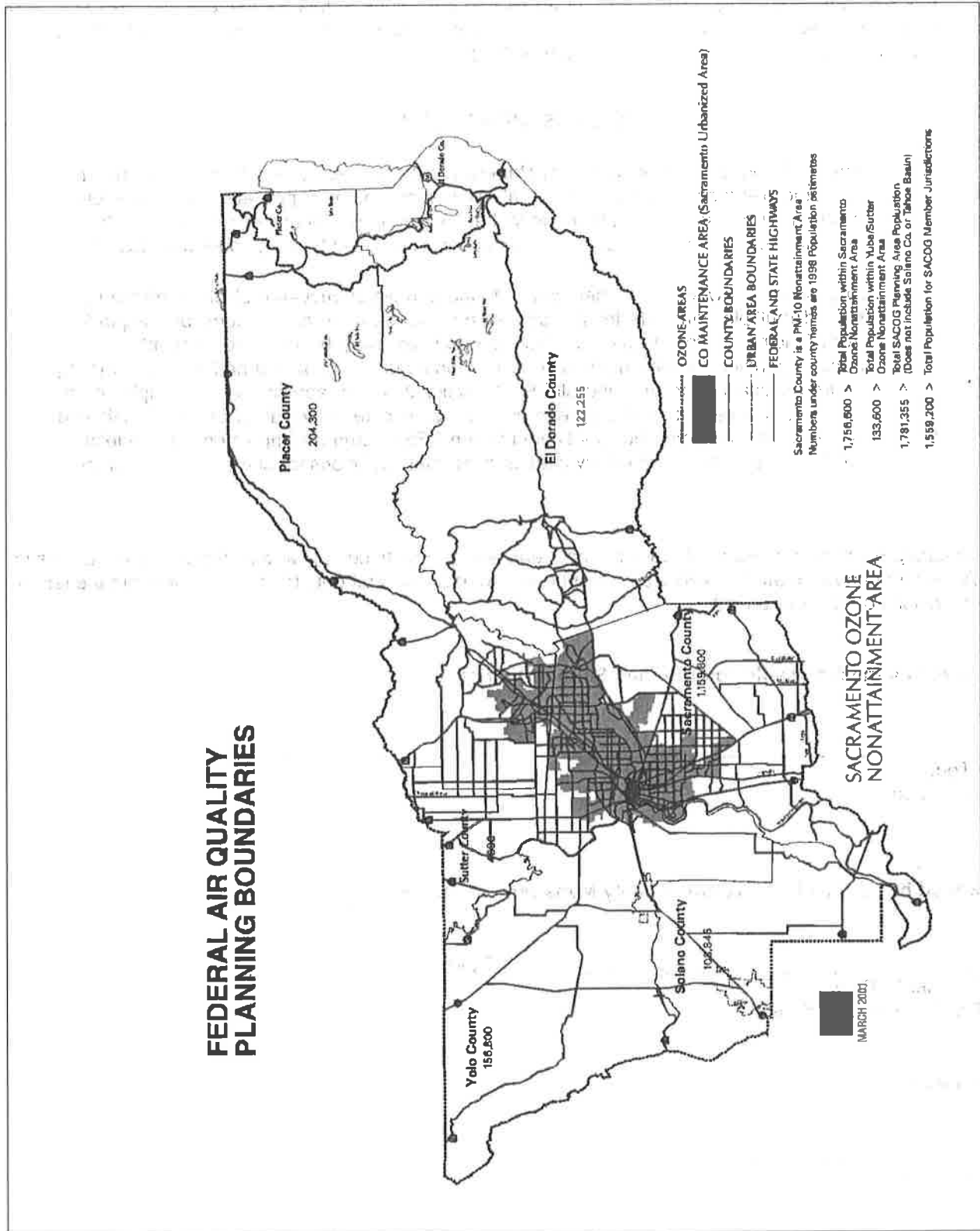
Date: \_\_\_\_\_

Reviewed By:

\_\_\_\_\_  
Richard Stout  
District Counsel

# EXHIBIT A

## SACRAMENTO OZONE NON-ATTAINMENT MAP



## EXHIBIT C

### PERFORMANCE REQUIREMENTS

The below listed vehicle(s)/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to this Agreement

Vehicle and Engine Year, Make & Model	Vehicle and Engine Serial Numbers*	Project Completion	Project Implementation	Records Retention	Maximum Incentive Amount
2015 Thomas Saf-T- Liner with Cummins ISB 8.9 Engine	TBD	Participant must begin operation of the New Equipment within one year of the execution of this Agreement by all parties	Participant must own and operate equipment for a period of no less than 5 years	Participant must maintain the records for the term of the contract and the two years following the end date listed in paragraph 2.10 (Term)	\$140,000.43

**EXHIBIT B****LESBP  
VEHICLE / EQUIPMENT INFORMATION FORM****Vocation(s)** - (Please list all vehicle/equipment uses): Home-To-School Transportation, School Bus**Equipment Project Type:** School Bus Replacement

Counties Vehicle Currently Operates Within	Yuba County
Main Location of Operation: (include cross streets)	Marysville Joint Unified School District

**Existing Vehicle Information**

Make: Crown	Model: 3 Axle	Model Year: 1986	GVWR: 48,400
Vehicle Identification Number: 1C9FJ17A6GC102124	Fleet Identification Number: 12	License Plate: E473591	Odometer Reading: 548,342

**Existing Engine Information**

Make: Cummins	Model: NH300	Model Year: 1986	Serial Number: 18109213	HP: 300	Displacement: 300 HP
Fuel Type: Diesel		Engine Family Number: N/A			

**New or Replacement Vehicle Information**

Make: Thomas	Model: Saf-T-Liner	Model Year: 2015	GVWR: 37,600
Vehicle Identification Number:* TBD	Fleet Identification Number:* 88	License Plate:* TBD	Odometer Reading:* TBD

**New Engine Information**

Make: Cummins	Model: ISB8.9	Model Year: 2015	Serial Number:* TBD	HP: 300	Displacement: 8.9
Fuel Type: ULS Diesel		Engine Family Number: DCEXH0540LAV		NOx Cert: 0.30 g/bhp hr	

\* District will fill in information upon verification of project completion.

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## EXHIBIT D

### INSURANCE REQUIREMENTS

#### Verification of Coverage

Participant must furnish the District with certificates evidencing the coverage required below. Certified copies of required endorsements must be attached to provided certificates. **All certificates are to be received and approved by the District before work commences.** The District reserves the right to require Participant to provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, Participant's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by these specifications. The District will be named as co-insured on all required insurance policies.

#### Minimum Scope of Insurance

During the term of this Agreement, Participant must, at its sole expense, obtain and maintain in full force and effect the type and limits of liability requirements as follows:

Coverage must be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, most recent edition).
2. Insurance Services Office form CA 0001 (most recent edition) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California.
4. Comprehensive and collision coverage sufficient to replace the vehicle(s) and emission control system(s) included in the project.
5. Verification of insurance coverage equal to the replacement costs of the engine and/or emission control system(s) included in this project.

#### Minimum Limits of Insurance

Participant must maintain limits no less than:

- |    |                                 |  |
|----|---------------------------------|--|
| 1. | <b>General Liability:</b>       | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. |
| 2. | <b>Automobile Liability:</b>    | \$1,000,000 per accident for bodily injury and property damage.  |
| 3. | <b>Worker's Compensation:</b>   | Statutory.   |
| 4. | <b>Comprehensive/Collision:</b> | Equal to the full replacement cost.  |
| 5. | <b>Property Loss or Damage:</b> | Equal to the full replacement cost   |

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. SMAQMD Liability and Property Insurance Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the District and the general public are adequately protected.

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EXHIBIT E

PREVIOUS INCENTIVE FUNDING INFORMATION (IF APPLICABLE)

NOT APPLICABLE

EXHIBIT F

JOINT FUNDING INFORMATION (IF APPLICABLE)

**Cost Information**

Base Price	153,399.00
Taxes	11510.85
Doc Fee	80
Tire Fee	10.50
<b>Total</b>	<b>\$ 165,000.43</b>

**Funding Contribution Information**

School District	25,000.00
District	140,000.43
<b>Total</b>	<b>\$ 165,000.43</b>

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EXHIBIT G

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_  
Authorized Signature for Contractor

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Contractor Firm Name and Type of Entity (*Corp., Partnership, Sole Proprietor*)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Area Code/Telephone Number and E-Mail Address

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EXHIBIT H

LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if they received political contributions totaling more than \$250 in the 12 months preceding the contract award, and for three months following the final decision, from the contract recipient. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract.

Current members of the Board of Directors are:

Mary Jane Griego  
John Nicoletti  
Stan Cleveland

Mike Selvidge  
Gary Baland  
Jim Whiteaker

Jay Pendergraph  
John Dukes  
Larry Munger

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any District Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

\_\_\_ YES \_\_\_ NO

If yes, please identify the Director(s): \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any District Director(s) in the three months following the award of the contract?

\_\_\_ YES \_\_\_ NO

If yes, please identify the Director(s): \_\_\_\_\_

Answering yes to either of the two questions above does not preclude the District from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
Gay Todd, Superintendent

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
Marysville Joint Unified School District

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

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P.O. Box 42288  
Portland, OR 97242  
1-800-936-4723  
FAX 1-503-659-1922

www.travelinglantern.com  
kb@travelinglantern.com

## CONTRACT and INVOICE

Tour 2 / CA N17

Ref# 7102-19723

School/Organization: Cedar Lane Elementary School  
Address: 841 Cedar Lane Avenue  
Marysville, CA 95901

Contact: Monica Reyna  
Phone: (530) 741-6112  
Amount Due: \$495.00

Thank you for ordering a Traveling Lantern performance!

Please carefully check all the contact and booking information on this contract. If you see any problems, please call us so we can correct it right away. If you require a signed PO, or have any other forms that you need us to complete for your records, please send them with this signed contract.

**THE ADDRESS LISTED ABOVE IS WHERE THE ACTORS WILL ARRIVE TO PERFORM UNLESS YOU HAVE GIVEN US ANOTHER VENUE ADDRESS. PLEASE BE SURE WE HAVE THE CORRECT VENUE INFORMATION WHEN YOU SEND THIS CONTRACT BACK TO US. WE NEED THE CORRECT VENUE ADDRESS, AND A PHONE NUMBER AT THE VENUE, AT LEAST 30 DAYS IN ADVANCE OF THE SCHEDULED PERFORMANCE OR WE CANNOT GUARANTEE THAT THE ACTORS WILL ARRIVE ON TIME.**

Unless your venue is very easy to find by Internet map programs, please send an accurate map of your area with an "X" marks the spot " of your venue location. We ask for this type of map because where we are coming from and going to before and after your show may change.

The time(s) listed below are performance times, and not arrival times at your school. The actors will be there at least 30 minutes before the first performance to set up. We request that, if possible, you save a parking space close to the performance area for them to use. Unless previous arrangements have been made, we will expect payment mailed to us before, or picked up on the day we perform. If you have not made special arrangements with us (in writing) prior to the performance date, any check received more than 14 days after the performance will incur a \$25.00 late fee. Checks can be made out to: Traveling Lantern.

The actors will bring everything they need and require no special set up or microphones. Depending on the show, they may ask if they can use a chair, table or access to an electrical outlet. Please be sure the area the actors will be setting up in is cleared at least 45 minutes before show time. Thank you!

If you have to reschedule, we will make every effort to accommodate you. We ask that you extend the same courtesy to us, if rescheduling becomes necessary.

If you have to cancel, we **must** have at least two weeks notice, and we must receive this notice in writing (email is fine). Unless there is a weather problem, or an emergency, we will have to charge full price for any school that cancels without two-weeks advance notice in writing.

At our website [www.travelinglantern.com](http://www.travelinglantern.com) you can find supplemental educational information, lesson plans, follow up materials, informational and fun website links, and printable posters for your show. Select the "EDUCATORS" page. Press Kits with show blurbs and a high quality photo are also available on our "MEDIA" page.

Your signature below shows your understanding of and agreement to this contract.

Thank you for choosing Traveling Lantern!

Date: 03/11/2015

Show(s): Greek Mythology for Kids

Time(s): 1:00 PM

Business Services Department

Approval:

Date: 1/26/15

For Traveling Lantern

Marysville Joint Unified School District  
Board Approved : February 24, 2015

Date: \_\_\_\_\_

For Cedar Lane Elementary School

Print Name: Monica Reyna

Signature:

Date: 1/28/15

Email: mreyna@mjusd.com

Fax #: \_\_\_\_\_

Ryan DiGiulio  
Assistant Superintendent of Business Services

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**TENTATIVE AGREEMENT**  
**Between the**  
**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**  
**And the**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION #326**  
**For the**  
**2014-2015 SCHOOL YEAR**

The Marysville Joint Unified School District ("District") and the California School Employees Association ("CSEA#326") have reached a tentative agreement ("TA") on February 17, 2015, on a two (2)-year economic proposal. The tentative agreement outlines the economic provision(s) below as a two (2)-year total compensation package. The terms of this TA shall be extended from July 1, 2014 to June 30, 2017. This TA supersedes all other TA's recently entered into by the parties.

The parties agree to the following for the 2014-2015 school year:

**Salary Schedule:**

- ❖ 2013-14 salary schedules and ranges for each classification and title, within CSEA#326, shall be increased by an additional one point zero percent (1.0%), retroactive to July 1, 2014. This makes for a total compensation increase of four percent (4.0%) for the 2014-15 school year.
- ❖ The newly-revised 2014-15 salary schedules shall be increased by an additional four point zero percent (4.0%) beginning July 1, 2015.

**Work Year:**


- ❖ Employee work year calendars shall reflect one hundred and ninety-seven (197) paid days, as one (1) additional workday shall be added to calendars for training/professional development. This will bring number of actual workdays to one hundred eight-one (181). These additional workdays shall take place the workday before the first student attendance day during the 2015-16 and 2016-17 school years.

**For CSEA#326:**

  
Rhonda Conine, Chapter President

2/17/15  
Date

**For the District:**

  
Ramiro G. Carreón, Asst. Supt

02/17/2015  
Date

**PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: Marysville Joint Unified School District  
 Name of Bargaining Unit: CSEA #326  
 Certificated, Classified, Other: Certificated & Classified

The proposed agreement covers the period beginning: July 1, 2014 and ending: June 30, 2016  
 (date) (date)

The Governing Board will act upon this agreement on: February 24, 2015  
 (date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement 2014-15 as of 12-9-14	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) Effective 07/01/2014	Year 2 Increase/(Decrease) Effective 07/01/2015	Year 3 Increase/(Decrease) N/A
1 <b>Salary Schedule</b> (This is to include Step and Column, which is also reported separately in Item 6.)	\$ 3,113,160	\$ 31,132	\$ 125,772	
		1.00%	4.04%	
2 <b>Other Compensation -</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ -	\$ -	
		0.00%	0.00%	
<b>Description of Other Compensation</b>				
3 <b>Statutory Benefits -</b> STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 440,669	\$ 9,344	\$ 35,594	
			0.00%	
4 <b>Health/Welfare Benefits</b>	\$ 600,237	\$ -		
		0.00%	0.00%	
5 <b>Total Compensation -</b> Add Items 1 through 4 to equal 5	\$ 4,154,066	\$ 40,476	\$ 161,366	
		1.00%	3.88%	
6 <b>Step and Column -</b> Due to movement plus any changes due to settlement. This is a subset of Line No. 1.	\$ -	\$ -		
7 <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	218.00	218.00	218.00	
8 <b>Total Compensation - Average Cost per Employee</b>	\$ 19,055	\$ 186	\$ 740	
		0.97%	3.88%	

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9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The District agrees to pay CSEA #326 members a salary increase of 1% retroactive to July 1, 2014 and a salary increase of 4% for Year 2, beginning July 1, 2015.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

N/A

11. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

N/A

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

District pays the one of the following for each CSEA #326 member: \$728 per month for Employee Only, \$1,174 per month for Employee + 1 or \$1,475 per month for Employee + Family for Health & Welfare

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

There is no negative impact on instructional and support programs to accommodate the settlement as there will be no staff, program or service reductions.



**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

None

**E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

N/A

**G. Source of Funding for Proposed Agreement**

**1. Current Year**

The District plans to use a portion of its general fund budget surplus to fund the proposed agreement in the current year.

**2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?**

N/A

**3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)**

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Unrestricted General Fund

CSEA #326

Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 12-09-14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 69,784,121	\$ -	\$ -	\$ 69,784,121
Remaining Revenues (8100-8799)	\$ 2,451,499	\$ -	\$ -	\$ 2,451,499
<b>TOTAL REVENUES</b>	\$ 72,235,620	\$ -	\$ -	\$ 72,235,620
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 28,344,916	\$ 2,679	\$ -	\$ 28,347,595
Classified Salaries (2000-2999)	\$ 10,080,588	\$ 28,453	\$ -	\$ 10,109,041
Employee Benefits (3000-3999)	\$ 12,548,377	\$ 9,344	\$ -	\$ 12,557,721
Books and Supplies (4000-4999)	\$ 4,415,788	\$ -	\$ -	\$ 4,415,788
Services, Other Operating Expenses (5000-5999)	\$ 6,132,225	\$ -	\$ -	\$ 6,132,225
Capital Outlay (6000-6599)	\$ 223,431	\$ -	\$ -	\$ 223,431
Other Outgo (7100-7299) (7400-7499)	\$ 233,749	\$ -	\$ -	\$ 233,749
Direct Support/Indirect Cost (7300-7399)	\$ (1,344,854)	\$ -	\$ -	\$ (1,344,854)
<b>TOTAL EXPENDITURES</b>	\$ 60,634,220	\$ 40,476	\$ -	\$ 60,674,696
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 11,601,400	\$ (40,476)	\$ -	\$ 11,560,924
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 11,223	\$ -	\$ -	\$ 11,223
<b>CONTRIBUTIONS (8980-8999)</b>	\$ (8,923,565)	\$ -	\$ -	\$ (8,923,565)
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 2,666,612	\$ (40,476)	\$ -	\$ 2,626,136
<b>BEGINNING FUND BALANCE</b>	\$ 9,735,747			\$ 9,735,747
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 12,402,359	\$ (40,476)	\$ -	\$ 12,361,883
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 455,000	\$ -	\$ -	\$ 455,000
Reserved for Economic Uncertainties (9770)	\$ 2,548,000	\$ 1,156	\$ -	\$ 2,549,156
Designated Amounts (9775-9780)	\$ 1,542,970	\$ -	\$ -	\$ 1,542,970
Unappropriated Amount (9790)	\$ 7,856,389	\$ (41,632)	\$ -	\$ 7,814,757

\* Please see question #5 on page 7.

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## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Restricted General Fund

CSEA #326

Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 12-09-14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 13,355,253	\$ -	\$ -	\$ 13,355,253
<b>TOTAL REVENUES</b>	\$ 13,355,253	\$ -	\$ -	\$ 13,355,253
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 6,587,539	\$ -	\$ -	\$ 6,587,539
Classified Salaries (2000-2999)	\$ 4,229,401	\$ -	\$ -	\$ 4,229,401
Employee Benefits (3000-3999)	\$ 3,418,582	\$ -	\$ -	\$ 3,418,582
Books and Supplies (4000-4999)	\$ 3,785,441	\$ -	\$ -	\$ 3,785,441
Services, Other Operating Expenses (5000-5999)	\$ 2,987,511	\$ -	\$ -	\$ 2,987,511
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 1,931,720	\$ -	\$ -	\$ 1,931,720
Direct Support/Indirect Cost (7300-7399)	\$ 511,870	\$ -	\$ -	\$ 511,870
<b>TOTAL EXPENDITURES</b>	\$ 23,452,064	\$ -	\$ -	\$ 23,452,064
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (10,096,811)	\$ -	\$ -	\$ (10,096,811)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 821,983	\$ -	\$ -	\$ 821,983
<b>CONTRIBUTIONS (8980-8999)</b>	\$ 8,923,565	\$ -	\$ -	\$ 8,923,565
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (1,995,229)	\$ -	\$ -	\$ (1,995,229)
<b>BEGINNING FUND BALANCE</b>	\$ 3,475,102			\$ 3,475,102
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 1,479,873	\$ -	\$ -	\$ 1,479,873
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 1,479,873	\$ -	\$ -	\$ 1,479,873
Reserved for Economic Uncertainties (9770)	\$ -	\$ -	\$ -	\$ -
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount (9790)	\$ 0	\$ -	\$ -	\$ 0

\* Please see question #5 on page 7.

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## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Combined General Fund CSEA #326

Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 12-09-14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 69,784,121	\$ -	\$ -	\$ 69,784,121
Remaining Revenues (8100-8799)	\$ 15,806,752	\$ -	\$ -	\$ 15,806,752
<b>TOTAL REVENUES</b>	\$ 85,590,873	\$ -	\$ -	\$ 85,590,873
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 34,932,455	\$ 2,679	\$ -	\$ 34,935,134
Classified Salaries (2000-2999)	\$ 14,309,989	\$ 28,453	\$ -	\$ 14,338,442
Employee Benefits (3000-3999)	\$ 15,966,959	\$ 9,344	\$ -	\$ 15,976,303
Books and Supplies (4000-4999)	\$ 8,201,229	\$ -	\$ -	\$ 8,201,229
Services, Other Operating Expenses (5000-5999)	\$ 9,119,736	\$ -	\$ -	\$ 9,119,736
Capital Outlay (6000-6599)	\$ 223,431	\$ -	\$ -	\$ 223,431
Other Outgo (7100-7299) (7400-7499)	\$ 2,165,469	\$ -	\$ -	\$ 2,165,469
Direct Support/Indirect Cost (7300-7399)	\$ (832,984)	\$ -	\$ -	\$ (832,984)
<b>TOTAL EXPENDITURES</b>	\$ 84,086,284	\$ 40,476	\$ -	\$ 84,126,760
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 1,504,589	\$ (40,476)	\$ -	\$ 1,464,113
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 833,206	\$ -	\$ -	\$ 833,206
<b>CONTRIBUTIONS (8980-8999)</b>	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 671,383	\$ (40,476)	\$ -	\$ 630,907
<b>BEGINNING FUND BALANCE</b>	\$ 13,210,849			\$ 13,210,849
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 13,882,232	\$ (40,476)	\$ -	\$ 13,841,756
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 1,934,873	\$ -	\$ -	\$ 1,934,873
Reserved for Economic Uncertainties (9770)	\$ 2,548,000	\$ 1,156	\$ -	\$ 2,549,156
Designated Amounts (9775-9780)	\$ 1,542,970	\$ -	\$ -	\$ 1,542,970
Unappropriated Amount - Unrestricted (9790)	\$ 7,856,389	\$ (41,632)	\$ -	\$ 7,814,757
Unappropriated Amount - Restricted (9790)	\$ 0	\$ -	\$ -	\$ 0
Reserve for Economic Uncertainties Percentage	12.25%			12.20%

\* Please see question #5 on page 7.

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# I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

## Combined General Fund

Bargaining Unit:

CSEA #326

	FY 2014-15	FY 2015-16	FY 2016-17
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 69,784,121	\$ 71,559,590	\$ 73,412,732
Remaining Revenues (8100-8799)	\$ 15,806,752	\$ 13,855,649	\$ 13,632,149
<b>TOTAL REVENUES</b>	\$ 85,590,873	\$ 85,415,239	\$ 87,044,881
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 34,935,134	\$ 35,544,693	\$ 36,220,420
Classified Salaries (2000-2999)	\$ 14,338,442	\$ 14,787,741	\$ 15,068,708
Employee Benefits (3000-3999)	\$ 15,976,303	\$ 16,902,842	\$ 17,986,091
Books and Supplies (4000-4999)	\$ 8,201,229	\$ 5,327,058	\$ 5,420,938
Services, Other Operating Expenses (5000-5999)	\$ 9,119,736	\$ 8,445,199	\$ 8,613,343
Capital Outlay (6000-6999)	\$ 223,431	\$ 920,268	\$ 920,268
Other Outgo (7100-7299) (7400-7499)	\$ 2,165,469	\$ 2,165,469	\$ 2,165,469
Direct Support/Indirect Cost (7300-7399)	\$ (832,984)	\$ (802,497)	\$ (802,497)
<b>TOTAL EXPENDITURES</b>	\$ 84,126,760	\$ 83,290,773	\$ 85,592,740
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 1,464,113	\$ 2,124,466	\$ 1,452,141
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 833,206	\$ 11,223	\$ 11,223
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 630,907	\$ 2,113,243	\$ 1,440,918
<b>BEGINNING FUND BALANCE</b>	\$ 13,210,849	\$ 13,841,756	\$ 15,954,999
<b>ENDING FUND BALANCE</b>	\$ 13,841,756	\$ 15,954,999	\$ 17,395,917
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts (9711-9740)	\$ 1,934,873	\$ 1,934,872	\$ 1,934,872
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 2,549,156	\$ 2,499,060	\$ 2,568,119
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts (9775-9780)	\$ 1,542,970	\$ -	\$ -
Unappropriated Amounts - Unrestricted (9790)	\$ 7,814,757	\$ 11,580,396	\$ 13,226,344
Unappropriated Amounts - Restricted (9790)	\$ 0	\$ -	\$ -

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## J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

### 1. State Mandated Reserve Standard

		Current FY 2014-15	First Subsequent FY 2015-16	Second Subsequent FY 2016-17
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 84,959,966	\$ 83,301,996	\$ 85,603,963
b.	State Standard Minimum Reserve Percentage for this District Enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a times Line b. OR \$50,000	\$ 2,548,799	\$ 2,499,060	\$ 2,568,119

### 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 2,549,156	\$ 2,499,060	\$ 2,568,119
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ 7,814,757	\$ 11,580,396	\$ 13,226,344
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 10,363,913	\$ 14,079,456	\$ 15,794,463
h.	Reserve for Economic Uncertainties Percentage	12.20%	16.90%	18.45%

### 3. Do unrestricted reserves meet the state minimum reserve amount?

Current FY 2014-15

Yes ☒

No ☐

First Subsequent FY 2015-16

Yes ☒

No ☐

Second Subsequent FY 2016-17

Yes ☒

No ☐

### 4. If no, how do you plan to restore your reserves?

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5. Total

Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

No Variance

6. Please include any additional comments and explanations of Page 4 as necessary:

N/A

## K. SALARY NOTIFICATION REQUIREMENT

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

### COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT BASE REVENUE LIMIT

(a) Current Year Base Revenue Limit (BRL) per ADA:	<u>\$ 7,979.00</u> (Estimated)
(b) Prior Year Base Revenue Limit (BRL) per ADA	<u>\$ 7,007.00</u> (Actual)
(c) Amount of Current Year Increase: (a) minus (b)	<u>\$ 972.00</u>
(d) Percentage Increase in BRL per ADA: (c) divided by (b)	<u>13.87%</u>
(e) Change in Deficit % from PY to CY: (Enter as a %)	<u>0.00%</u>
(f) Percentage Increase in BRL after deficit:	<u>13.87%</u>
(g) Total Compensation Percentage Increase from Section A, Line 5, Page 1 for current year (Year 1)	<u>1.00%</u>



**L. CERTIFICATION FORM NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT**

This disclosure document is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent fiscal years. This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure. Absence of one or both of the signatures should serve as a "red flag" to the district's Governing Board, however, it does not prevent them from taking action on the agreement.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Marysville Joint Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement between the District and CSEA #326 Bargaining Unit, during the term of the agreement from 7/1/14 to 6/30/16.

**Board Actions**

The board actions necessary to meet the costs of the agreement in each year of its term are as follows:

**Current Year**

**Budget Adjustment Categories:**

	<u><b>Budget Adjustment Increase (Decrease)</b></u>
<u>Revenues/Other Financing Sources</u>	\$ <u>                    </u>
<u>Expenditures/Other Financing Uses</u>	\$ <u>41,632</u>
<u>Ending Fund Balance Increase (Decrease)</u>	\$ <u>(41,632)</u>

**Subsequent Years**

**Budget Adjustment Categories:**

	<u><b>Budget Adjustment Increase (Decrease)</b></u>
<u>Revenues/Other Financing Sources</u>	\$ <u>0</u>
<u>Expenditures/Other Financing Uses</u>	\$ <u>168,008</u>
<u>Ending Fund Balance Increase (Decrease)</u>	\$ <u>(168,008)</u>

**Budget Revisions**

If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

**Certifications (check one & sign)**

☒ I hereby certify      ☐ I am unable to certify

  
District Superintendent  
(Signature)

2-18-15  
Date

☒ I hereby certify      ☐ I am unable to certify

  
Chief Business Official  
(Signature)

2/18/15  
Date

**Special Note:** The Yuba County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

**M. CERTIFICATION FORM NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed 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 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

\_\_\_\_\_  
2/24/2015

**Date**

Ryan DiGiulio, Assistant Superintendent, Business Services  
**Contact Person**

\_\_\_\_\_  
530-749-6115

**Phone**

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on December 18, 2014 took action to approve the proposed Agreement with CSEA #326.

\_\_\_\_\_  
**President (or Clerk), Governing Board**  
**(Signature)**

\_\_\_\_\_  
2/24/2015

**Date**

**Special Note:** The Yuba County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

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**TENTATIVE AGREEMENT**  
**Between the**  
**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**  
**And the**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION #648**  
**For the**  
**2014-2015 SCHOOL YEAR**

The Marysville Joint Unified School District ("District") and the California School Employees Association Chapter #648 ("CSEA#648") have reached a tentative agreement ("TA") on February 17, 2015, for a two (2)-year economic agreement. The TA outlines the economic provision(s) below, as a total compensation package. The terms of this TA shall establish a three (3)-year language agreement from July 1, 2014 to June 30, 2017. This TA supersedes all other TA's recently entered into by the parties.

The parties agree to the following for the 2014-2015 and 2015-2016 school years:

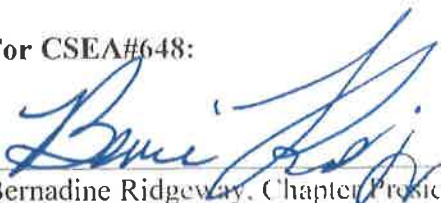
**Salary Schedule:**

- ❖ 2013-14 salary schedules and ranges for each classification and title, within CSEA#648, shall be increased by an additional one point zero percent (1.0%), retroactive to July 1, 2014. This makes for a total four percent (4.0%) for 2014-15 school year.
- ❖ The newly-revised 2014-15 salary schedules shall be improved by an additional four point zero percent (4.0%) beginning July 1, 2015.

**Work Year:**

- ❖ The 2015-16 and 2016-17 employee work year calendars shall reflect one (1) additional workday for each of the classifications represented by CSEA#648. The additional workdays shall take place in the month of October 2015.

**For CSEA#648:**

  
Bernadine Ridgeway, Chapter President

2-17-15

Date

**For the District:**

  
Ramiro G. Carreon, Asst. Supt

02/17/2015

Date

**PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: Marysville Joint Unified School District  
 Name of Bargaining Unit: CSEA #648  
 Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2014 and ending: June 30, 2016  
 (date) (date)

The Governing Board will act upon this agreement on: February 24, 2015  
 (date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement 2014-15 as of 12-9-14	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) Effective 07/01/2014	Year 2 Increase/(Decrease) 7/1/2015	Year 3 Increase/(Decrease) N/A
1 <b>Salary Schedule</b> (This is to include Step and Column, which is also reported separately in Item 6.)	\$ 495,884	\$ 5,108	\$ 20,635	
		1.00%	4.00%	
2 <b>Other Compensation -</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ -	\$ -	
		0.00%	0.00%	
<b>Description of Other Compensation</b>				
3 <b>Statutory Benefits -</b> STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 74,518	\$ 836	\$ 3,314	
			0.00%	
4 <b>Health/Welfare Benefits</b>	\$ 132,481	\$ -		
		0.00%	0.00%	
5 <b>Total Compensation -</b> Add Items 1 through 4 to equal 5	\$ 702,883	\$ 5,944	\$ 23,949	
		1.00%	3.41%	
6 <b>Step and Column -</b> Due to movement plus any changes due to settlement. This is a subset of Line No. 1.	\$ -	\$ -		
7 <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	60.00	60.00	60.00	
8 <b>Total Compensation - Average Cost per Employee</b>	\$ 11,715	\$ 99	\$ 399	
		0.85%	3.41%	

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9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The District agrees to pay CSEA #648 members a salary increase of 1% retroactive to July 1, 2014 and a salary increase of 4% for Year 2, beginning July 1, 2015.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

N/A

11. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

N/A

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

District pays \$728 per month per full-time employee for Health & Welfare benefits.

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

There is no negative impact on instructional and support programs to accommodate the settlement as there will be no staff, program or service reductions

**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

No

**E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

N/A

**G. Source of Funding for Proposed Agreement**

1. Current Year

The District plans to use a portion of its general fund budget surplus to fund the proposed agreement in the current year.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Unrestricted General Fund CSEA #648

Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 12-09-14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 69,784,121	\$ -	\$ -	\$ 69,784,121
Remaining Revenues (8100-8799)	\$ 2,451,499	\$ -	\$ -	\$ 2,451,499
<b>TOTAL REVENUES</b>	\$ 72,235,620	\$ -	\$ -	\$ 72,235,620
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 28,344,916	\$ 5,108	\$ -	\$ 28,350,024
Classified Salaries (2000-2999)	\$ 10,080,588	\$ -	\$ -	\$ 10,080,588
Employee Benefits (3000-3999)	\$ 12,548,377	\$ 836	\$ -	\$ 12,549,213
Books and Supplies (4000-4999)	\$ 4,415,788	\$ -	\$ -	\$ 4,415,788
Services, Other Operating Expenses (5000-5999)	\$ 6,132,225	\$ -	\$ -	\$ 6,132,225
Capital Outlay (6000-6599)	\$ 223,431	\$ -	\$ -	\$ 223,431
Other Outgo (7100-7299) (7400-7499)	\$ 233,749	\$ -	\$ -	\$ 233,749
Direct Support/Indirect Cost (7300-7399)	\$ (1,344,854)	\$ -	\$ -	\$ (1,344,854)
<b>TOTAL EXPENDITURES</b>	\$ 60,634,220	\$ 5,944	\$ -	\$ 60,640,164
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 11,601,400	\$ (5,944)	\$ -	\$ 11,595,456
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 11,223	\$ -	\$ -	\$ 11,223
<b>CONTRIBUTIONS (8980-8999)</b>	\$ (8,923,565)	\$ -	\$ -	\$ (8,923,565)
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 2,666,612	\$ (5,944)	\$ -	\$ 2,660,668
<b>BEGINNING FUND BALANCE</b>	\$ 9,735,747			\$ 9,735,747
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 12,402,359	\$ (5,944)	\$ -	\$ 12,396,415
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 455,000	\$ -	\$ -	\$ 455,000
Reserved for Economic Uncertainties (9770)	\$ 2,548,000		\$ -	\$ 2,548,000
Designated Amounts (9775-9780)	\$ 1,542,970	\$ -	\$ -	\$ 1,542,970
Unappropriated Amount (9790)	\$ 7,856,389	\$ (5,944)	\$ -	\$ 7,850,445

\* Please see question #5 on page 7.

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## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Restricted General Fund

**CSEA #648**

Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 12-09-14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 13,355,253	\$ -	\$ -	\$ 13,355,253
<b>TOTAL REVENUES</b>	\$ 13,355,253	\$ -	\$ -	\$ 13,355,253
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 6,587,539	\$ -	\$ -	\$ 6,587,539
Classified Salaries (2000-2999)	\$ 4,229,401	\$ -	\$ -	\$ 4,229,401
Employee Benefits (3000-3999)	\$ 3,418,582	\$ -	\$ -	\$ 3,418,582
Books and Supplies (4000-4999)	\$ 3,785,441	\$ -	\$ -	\$ 3,785,441
Services, Other Operating Expenses (5000-5999)	\$ 2,987,511	\$ -	\$ -	\$ 2,987,511
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 1,931,720	\$ -	\$ -	\$ 1,931,720
Direct Support/Indirect Cost (7300-7399)	\$ 511,870	\$ -	\$ -	\$ 511,870
<b>TOTAL EXPENDITURES</b>	\$ 23,452,064	\$ -	\$ -	\$ 23,452,064
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (10,096,811)	\$ -	\$ -	\$ (10,096,811)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 821,983	\$ -	\$ -	\$ 821,983
<b>CONTRIBUTIONS (8980-8999)</b>	\$ 8,923,565	\$ -	\$ -	\$ 8,923,565
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (1,995,229)	\$ -	\$ -	\$ (1,995,229)
<b>BEGINNING FUND BALANCE</b>	\$ 3,475,102			\$ 3,475,102
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 1,479,873	\$ -	\$ -	\$ 1,479,873
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 1,479,873	\$ -	\$ -	\$ 1,479,873
Reserved for Economic Uncertainties (9770)	\$ -	\$ -	\$ -	\$ -
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount (9790)	\$ 0	\$ -	\$ -	\$ 0

\* Please see question #5 on page 7.

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## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Combined General Fund CSEA #648

Bargaining Unit:

	Column 1 Latest Board Approved Budget Before Settlement (As of 12-09-14)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 69,784,121	\$ -	\$ -	\$ 69,784,121
Remaining Revenues (8100-8799)	\$ 15,806,752	\$ -	\$ -	\$ 15,806,752
<b>TOTAL REVENUES</b>	\$ 85,590,873	\$ -	\$ -	\$ 85,590,873
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 34,932,455	\$ 5,108	\$ -	\$ 34,937,563
Classified Salaries (2000-2999)	\$ 14,309,989	\$ -	\$ -	\$ 14,309,989
Employee Benefits (3000-3999)	\$ 15,966,959	\$ 836	\$ -	\$ 15,967,795
Books and Supplies (4000-4999)	\$ 8,201,229	\$ -	\$ -	\$ 8,201,229
Services, Other Operating Expenses (5000-5999)	\$ 9,119,736	\$ -	\$ -	\$ 9,119,736
Capital Outlay (6000-6599)	\$ 223,431	\$ -	\$ -	\$ 223,431
Other Outgo (7100-7299) (7400-7499)	\$ 2,165,469	\$ -	\$ -	\$ 2,165,469
Direct Support/Indirect Cost (7300-7399)	\$ (832,984)	\$ -	\$ -	\$ (832,984)
<b>TOTAL EXPENDITURES</b>	\$ 84,086,284	\$ 5,944	\$ -	\$ 84,092,228
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 1,504,589	\$ (5,944)	\$ -	\$ 1,498,645
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 833,206	\$ -	\$ -	\$ 833,206
<b>CONTRIBUTIONS (8980-8999)</b>	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 671,383	\$ (5,944)	\$ -	\$ 665,439
<b>BEGINNING FUND BALANCE</b>	\$ 13,210,849			\$ 13,210,849
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 13,882,232	\$ (5,944)	\$ -	\$ 13,876,288
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 1,934,873	\$ -	\$ -	\$ 1,934,873
Reserved for Economic Uncertainties (9770)	\$ 2,548,000	\$ -	\$ -	\$ 2,548,000
Designated Amounts (9775-9780)	\$ 1,542,970	\$ -	\$ -	\$ 1,542,970
Unappropriated Amount - Unrestricted (9790)	\$ 7,856,389	\$ (5,944)	\$ -	\$ 7,850,445
Unappropriated Amount - Restricted (9790)	\$ 0	\$ -	\$ -	\$ 0
Reserve for Economic Uncertainties Percentage	12.25%			12.24%

\* Please see question #5 on page 7.

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# I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

## Combined General Fund

Bargaining Unit:

CSEA #648

	FY 2014-15	FY 2015-16	FY 2016-17
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 69,784,121	\$ 71,559,590	\$ 73,412,732
Remaining Revenues (8100-8799)	\$ 15,806,752	\$ 13,855,649	\$ 13,632,149
<b>TOTAL REVENUES</b>	\$ 85,590,873	\$ 85,415,239	\$ 87,044,881
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 34,937,563	\$ 35,548,537	\$ 36,223,960
Classified Salaries (2000-2999)	\$ 14,309,989	\$ 14,544,977	\$ 14,821,332
Employee Benefits (3000-3999)	\$ 15,967,795	\$ 16,839,124	\$ 17,923,564
Books and Supplies (4000-4999)	\$ 8,201,229	\$ 5,327,058	\$ 5,420,938
Services, Other Operating Expenses (5000-5999)	\$ 9,119,736	\$ 8,445,199	\$ 8,613,343
Capital Outlay (6000-6999)	\$ 223,431	\$ 920,268	\$ 920,268
Other Outgo (7100-7299) (7400-7499)	\$ 2,165,469	\$ 2,165,469	\$ 2,165,469
Direct Support/Indirect Cost (7300-7399)	\$ (832,984)	\$ (802,497)	\$ (802,497)
<b>TOTAL EXPENDITURES</b>	\$ 84,092,228	\$ 82,988,135	\$ 85,286,377
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 1,498,645	\$ 2,427,104	\$ 1,758,504
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 833,206	\$ 11,223	\$ 11,223
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 665,439	\$ 2,415,881	\$ 1,747,281
<b>BEGINNING FUND BALANCE</b>	\$ 13,210,849	\$ 13,876,288	\$ 16,292,169
<b>ENDING FUND BALANCE</b>	\$ 13,876,288	\$ 16,292,169	\$ 18,039,450
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts (9711-9740)	\$ 1,934,873	\$ 1,934,872	\$ 1,934,872
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 2,548,000	\$ 2,489,981	\$ 2,558,928
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts (9775-9780)	\$ 1,542,970	\$ -	\$ -
Unappropriated Amounts - Unrestricted (9790)	\$ 7,850,445	\$ 11,580,396	\$ 13,226,344
Unappropriated Amounts - Restricted (9790)	\$ 0	\$ -	\$ -

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## J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

### 1. State Mandated Reserve Standard

		Current FY 2014-15	First Subsequent FY 2015-16	Second Subsequent FY 2016-17
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 84,925,434	\$ 82,999,358	\$ 85,297,600
b.	State Standard Minimum Reserve Percentage for this District Enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a times Line b. OR \$50,000	\$ 2,547,763	\$ 2,489,981	\$ 2,558,928

### 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 2,548,000	\$ 2,489,981	\$ 2,558,928
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ 7,850,445	\$ 11,580,396	\$ 13,226,344
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 10,398,445	\$ 14,070,377	\$ 15,785,272
h.	Reserve for Economic Uncertainties Percentage	12.24%	16.95%	18.51%

### 3. Do unrestricted reserves meet the state minimum reserve amount?

Current FY 2014-15

Yes ☒

No ☐

First Subsequent FY 2015-16

Yes ☒

No ☐

Second Subsequent FY 2016-17

Yes ☒

No ☐

### 4. If no, how do you plan to restore your reserves?

5. Total

Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

No Variance

6. Please include any additional comments and explanations of Page 4 as necessary:

N/A

## K. SALARY NOTIFICATION REQUIREMENT

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

### COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT BASE REVENUE LIMIT

(a) Current Year Base Revenue Limit (BRL) per ADA:	<u>\$ 7,979.00</u> (Estimated)
(b) Prior Year Base Revenue Limit (BRL) per ADA	<u>\$ 7,007.00</u> (Actual)
(c) Amount of Current Year Increase: (a) minus (b)	<u>\$ 972.00</u>
(d) Percentage Increase in BRL per ADA: (c) divided by (b)	<u>13.87%</u>
(e) Change in Deficit % from PY to CY: (Enter as a %)	<u>0.00%</u>
(f) Percentage Increase in BRL after deficit:	<u>13.87%</u>
(g) Total Compensation Percentage Increase from Section A, Line 5, Page 1 for current year (Year 1)	<u>1.00%</u>

**L. CERTIFICATION FORM NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT**

This disclosure document is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent fiscal years. This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure. Absence of one or both of the signatures should serve as a "red flag" to the district's Governing Board, however, it does not prevent them from taking action on the agreement.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Marysville Joint Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement between the District and CSEA #648 Bargaining Unit, during the term of the agreement from 7/1/14 to 6/30/16.

**Board Actions**

The board actions necessary to meet the costs of the agreement in each year of its term are as follows:

**Current Year**

<u><b>Budget Adjustment Categories:</b></u>	<u><b>Budget Adjustment Increase (Decrease)</b></u>
<u>Revenues/Other Financing Sources</u>	\$ <u>                    </u>
<u>Expenditures/Other Financing Uses</u>	\$ <u>          5,944          </u>
<u>Ending Fund Balance Increase (Decrease)</u>	\$ <u>          (5,944)          </u>

**Subsequent Years**

<u><b>Budget Adjustment Categories:</b></u>	<u><b>Budget Adjustment Increase (Decrease)</b></u>
<u>Revenues/Other Financing Sources</u>	\$ <u>                    0          </u>
<u>Expenditures/Other Financing Uses</u>	\$ <u>          24,707          </u>
<u>Ending Fund Balance Increase (Decrease)</u>	\$ <u>          (24,707)          </u>

**Budget Revisions**

If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

**Certifications (check one & sign)**

☒ I hereby certify      ☐ I am unable to certify

  
District Superintendent  
(Signature)

2-18-15  
Date

☒ I hereby certify      ☐ I am unable to certify

  
Chief Business Official  
(Signature)

2/18/15  
Date

**Special Note:** The Yuba County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.



**M. CERTIFICATION FORM NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed 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 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

\_\_\_\_\_  
2/24/2015

**Date**

Ryan DiGiulio, Assistant Superintendent, Business Services  
**Contact Person**

\_\_\_\_\_  
530-749-6115

**Phone**

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on February 10, 2015 took action to approve the proposed Agreement with CSEA #648.

\_\_\_\_\_  
**President (or Clerk), Governing Board**  
**(Signature)**

\_\_\_\_\_  
2/24/2015

**Date**

**Special Note:** The Yuba County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

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**Resolution 2014-15/21**

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

**Elimination of Classified Staff Due  
To Elimination of Particular  
Kinds of Service**

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**WHEREAS**, District, school site and department personnel have made determinations based on anticipated budget shortfalls and/or lack of work, the governing board is being asked to approve the elimination of particular kinds of service among classified personnel, in order to permit the layoff of classified employees;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board that:

1. The services set forth in Attachment A (incorporated by reference) shall be eliminated at the close of the 2014-15 school year, OR on the date of the appropriate sixty (60)-day notification, for the 2014-15 school year, pursuant to Education Code Section 45117(b), which provides that employees being laid off due to a lack of work or lack of funds must receive notice sixty (60) days before the effective date of the layoff.
2. The Board has considered anticipated classified employee attrition (resignations, retirements, etc.). Nevertheless, it is still necessary to terminate classified full-time equivalent positions as referenced in Attachment A, and leave vacant positions unfilled, due to program funding reductions.
3. It may be necessary to retain the services of some classified employees, due to seniority. In doing so, the district will apply the "bumping" process afforded to employees affected by the elimination of these classified positions, and as afforded to them by the collective bargaining agreements and/or memorandums of understanding with their respective bargaining groups.
4. The Superintendent, or designee, is authorized and directed to send notice(s) of non-reemployment pursuant to E.C. 45117(b), to any employee whose services shall be terminated by virtue of this Resolution. Termination will become effective, in accordance with the required 60-day notice procedures.

**THIS RESOLUTION** was passed and adopted by the Board at a regular meeting held on the 24<sup>th</sup> day of February, 2015, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signed and approved by me after its passage.

---

Bernard P. Rechs, President of the Board

ATTEST:

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Jim C. Flurry, Clerk of the Board



**CLASSIFIED PARTICULAR KINDS OF SERVICE (PKS)  
TO BE ELIMINATED AT THE CLOSE OF THE 2014-15 SCHOOL YEAR  
AND/OR WITH APPROPRIATE SIXTY (60)-DAY NOTICE**

<b>Service</b>	<b>Full Time Equivalent</b>
Literacy Resource Tech	1.75
Secondary Student Support Specialist	1.64
Elementary Student Support Specialist	2.52
Bilingual Para-Educator	1.32
Para-Educator	6.25
Director of Maintenance	1.00
<b>Total</b>	<b>14.48 FTE</b>

Marysville Joint Unified School District

**Resolution 2014-15/22**

**PROCLAIMING MARCH 2-6, 2015 "NATIONAL SCHOOL BREAKFAST WEEK"**

**WHEREAS**, the School Breakfast Program has served our nation admirably since it was permanently established in 1975; and

**WHEREAS**, the School Breakfast Program is dedicated to the health and well-being of our nation's children; and

**WHEREAS**, the School Breakfast Program joins and has been joined through the years by many other excellent child nutrition programs; and

**WHEREAS**, there is evidence of continued need for nutrition education and awareness of the value of school nutrition programs; and

**NOW, THEREFORE, BE IT RESOLVED** that the Marysville Joint Unified School District joins with the School Nutrition Association in proclaiming the week of March 2-6, 2015 as National School Breakfast Week which encourages all residents to become aware and concerned about their children's and their own nutrition habits, in hope of achieving a more healthful citizenry for today and the future.

**APPROVED, PASSED, AND ADOPTED** by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 24<sup>th</sup> day of February 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Gay S. Todd, Superintendent  
*Secretary - Board of Trustees*

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Bernard P. Rechs  
*President - Board of Trustees*

**Safe Routes to Schools Improvement Project**  
**Local Schools Assistance – Marysville Joint Unified School District, Marysville, CA**  
**Memorandum of Understanding**

This Memorandum of Understanding ("MOU") is entered into on February 24, 2015 between the City of Marysville, California, hereinafter called "City", and the Marysville Joint Unified School District, hereinafter called "District."

WHEREAS the Parties recognize the vital importance of Safe Routes to School (SRTS) efforts that increase the number of children who safely walk and bicycle to school, yielding benefits such as increased independence and daily physical activity, improved health, richer connection to community, reduced traffic congestion and pollution, enhanced neighborhood livability, and improved traffic safety;

WHEREAS the Parties recognize the importance of collaboration that allows for the development of robust SRTS activities that increase the number of children who safely walk and bicycle to school;

WHEREAS the City has submitted a SRTS grant application to fund both infrastructure improvements by the City and SRTS program supports for District programs and the application has been approved for funding; and

WHEREAS, the City has responsibility for implementing the infrastructure portion of the grant and the District has responsibility for implementing the program portion of the grant; and

WHEREAS the roles and responsibilities in this MOU represent the requirements for obtaining and implementing the proposed grant activities.

NOW THEREFORE, in consideration of the above recitations, the parties agree as follows:

**1. Participating Agencies and Designated Contact Persons**

City:  
City of Marysville  
526 C Street  
Marysville, CA 95901  
530-749-3902  
City Services Director: David B. Lamon  
Grant Administrator: Catharine A. Dykes

District:  
MJUSD  
1919 B Street  
Marysville, CA 95901  
530-749-6102  
District Superintendent: Gay Todd  
SRTS Program Coordinator: Jolie Carreón

## **2. Roles and Responsibilities of the City**

The City has prepared and submitted an application for SRTS funding for both infrastructure improvements and program support, where the District has provided the information for the program support portion of the grant.

The City will provide staff to administer the grant with Caltrans.

The City will insure that the grant procedures and regulations are passed through to the District.

The City will coordinate reimbursement of the City and District for all eligible expenditures under the grant.

The City will construct all infrastructure improvements funded through the grant.

## **3. Roles and Responsibilities of the School**

The District will designate a SRTS Program Coordinator to oversee the implementation of the SRTS programs in the schools.

The SRTS Program Coordinator will liaison with the City grant administrator to assist in administering the grant.

District shall insure that all expenditures to be reimbursed from the grant are made in accordance with the grant guidelines, and that all required activities are carried out at the schools.

District shall insure that the SRTS programs continue at each school consistent with the grant provisions and for such time as required by the grant.

District shall submit invoices for expenditures as required under the grant provisions and any other documentation required under the grant.

## **4. Reimbursement for Grant Activities**

District shall submit, to City, invoices and supporting documentation as required by the grant guidelines and consistent with the funding requested in the grant. The City shall in turn submit City and District invoices for reimbursement under the grant.

The City shall not be obligated to the District for any funds or expenditures in excess of those funded by the grant and approved for payment by Caltrans. Payment to District is contingent upon City's receipt of grant funds from Caltrans, and payment will be made to District within thirty (30) days of receipt of grant funds from Caltrans.

## **5. Financial Reporting, Auditing and Document Retention**

District shall submit a monthly bill to the City for the eligible expenses incurred in implementing the SRTS program. Billing documentation shall include the following:

- A breakdown of expenditures by cost category; and
- Copies of all purchase orders, requisitions and or receipts.

District shall maintain accurate, complete, orderly and separate records for the SRTS grant. Records of District expenses pertaining to the SRTS grant shall be kept on a generally recognized accounting basis. All records shall be available to City, Caltrans, or any of their authorized representatives upon request during regular business hours throughout the life of this MOU and for a period of three years after final payment or, if longer, for any period required by law or the grant. In addition, all books, documents, paper, and records of the District pertaining to the SRTS grant shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive the expiration or termination of this MOU.

## **6. Compliance with Governing Law and Grant**

District shall at all times comply with all applicable laws of the United States, the State of California and the City. The District agrees to comply with all applicable provisions of the SRTS grant and cooperate with the City in meeting the requirements thereunder.

As applicable, costs and expenditures must be allowable in accordance with OMB Circular A-87, *Cost principles for state, local and Indian Tribal Governments*. Grant funds are subject to the Single Audit Act Amendments of 1996 and the OMB Circular, A-133, *Audits of states, local governments and non-profit organizations*.

## **7. Insurance**

Throughout the life of this Agreement, District shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VI" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Management Division. The following policies of insurance are required:

- i. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily

- injury and property damage, \$1,000,000 per occurrence for personal and advertising injury and \$2,000,000 aggregate for products and completed operations.
- ii. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily and property damage.
  - iii. WORKERS' COMPENSATION insurance as required under the California Labor Code.
  - iv. EMPLOYERS' LIABILITY insurance (if District has employee(s) or at such time as he/she employs such person(s) during the life of this Agreement) with minimum limits of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

Defense costs shall be provided as an additional benefit and not included within the above limits of liability. District shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and District shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, District shall provide a new certificate evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, District shall file with City a new certificate and all applicable endorsement for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City and each of their officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so District's Insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City and each of their officers, officials, employees, agents and volunteers. District shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance prior to City execution of the Agreement. District shall furnish City with copies of the actual policies upon the request of City Risk manager and this requirement shall survive termination or expiration of this Agreement.

The fact that insurance is obtained by District shall not be deemed to release or diminish the liability of District, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by District. Approval or purchase of any

insurance contracts or policies shall in no way relieve from liability nor limit the liability of District, its officers, officials, employees, agents, or persons under the supervision of District.

If at any time during the life of the Agreement or any extension, District fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to District shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain required insurance shall be sufficient cause for City to terminate this Agreement.

It is understood and agreed that City maintain insurance policies or self-insurance programs to fund their respective liabilities in amounts similarly required of District.

## **8. Indemnification**

Except to the extent of the California statutory tort immunities afforded the District as a governmental agency, District shall indemnify, hold harmless and defend City and each of their officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time, medical malpractice and property damage) incurred by City, District or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to arise directly or indirectly from the negligent or intentional acts or omission of District or any of its officers, officials, employees, agents or volunteers in the performance of this MOU.

Except to the extent of the California statutory tort immunities afforded the City as a governmental agency, City shall indemnify, hold harmless and defend District and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the District, City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees or litigation expenses), arising or alleged to arise directly or indirectly from the negligent or intentional acts or omissions of City or any of its officers, officials, employees, agents or volunteers in the performance of this MOU.

In the event of concurrent negligence on the part of the District or any of its officers, officials, employees, agents or volunteers, and the City or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

District and City agree that this Agreement shall in no way act to abrogate or waive any immunities available to the District or to the City under the Tort Claims Act of the State of California.

This section shall survive termination and expiration of this MOU.

#### **9. Attorney's Fees**

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this MOU, the prevailing party in such proceeding or legal action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

#### **10. Precedence of Documents**

In the event of any conflict between the body of this MOU and any exhibit hereto, the terms and conditions of the body of this MOU shall control and take precedence over terms and conditions expressed within the exhibit. Furthermore, any terms or conditions contained within any exhibit hereto which purport to modify the allocation of risk between the parties, provided for within the body of this MOU, shall be null and void.

#### **11. Notices**

Any notice required or intended to be given to either party under the terms of this MOU shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, return receipt requested, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth in Section 1 of this MOU or at such other address as the parties may from time to time designate by written notice.

#### **12. Binding**

Subject to Section 13 below, once this MOU is signed by the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

#### **13. Assignment**

There shall be no assignment by either party of its rights or obligations under this MOU without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.



#### **14. Waiver**

The waiver by either party of a breach by the other of any provisions of this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this MOU. No provisions of this MOU may be waived unless in writing and approved by and signed by all parties to this MOU. Waiver of any one provision herein shall not be deemed to be a waiver of any provision herein.

#### **15. Governing Law and Venue**

This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this MOU and any rights and duties hereunder shall be Yuba County, California.

#### **16. Headings**

The section headings in this MOU are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this MOU.

#### **17. Severability**

The provisions of this MOU are severable. The invalidity or unenforceability of any one provision in the MOU shall not affect the other provisions.

#### **18. Interpretation**

The parties acknowledge that this MOU in its final form is the result of the combined efforts of the parties and that, should any provision of this MOU be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this MOU in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

#### **19. Cumulative Remedies**

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

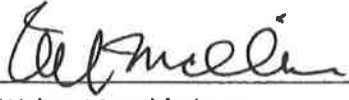
#### **20. No Third Party Beneficiaries**

The rights, interests, duties and obligations defined within this MOU are intended for the specific parties hereto as identified in the preamble of this MOU. Notwithstanding anything

stated to the contrary in this MOU, it is not intended that any rights or interests in this MOU benefit or flow to the interest of any third parties.

**21. Entire Agreement**

It is mutually understood and agreed that the forgoing constitutes the entire MOU between the parties. Any modifications or amendments to this MOU must be in writing signed by and authorized agent of each party.

By:   
Walter Munchhelmer  
City Manager  
City of Marysville

By: \_\_\_\_\_  
Gay Todd  
Superintendent  
Marysville Joint Unified School District



**Mobile Modular Management Corporation**  
 5700 Las Positas Road  
 Livermore, CA 94551  
 Phone: (925) 606-9000 Fax: (925) 453-3201  
 www.MobileModularRents.com

## Sale Agreement

Contract: 210022435.1  
 Date Printed: 01/15/2015

Customer & Site Information		Mobile Modular Contact
<b>Customer Information:</b> <b>Marysville Joint USD</b> 1919 B St Marysville, CA 95901	<b>Site Information:</b> Marysville Joint USD 5715 Oakwood Drive Edgewater Elementary Marysville, CA 95901	<b>Questions?</b>  Please Contact: Carl Yeremian Carl.Yeremian@MobileModularRents.com Direct Phone: (925) 453-3118 All other inquiries: (925) 606-9000
	<b>Customer PO/Reference:</b> Exp: // By:	

### Product Information

	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior. Vintage 2001, Building ID 41027, Modtech</i>	1	\$37,445.00	\$37,445.00	Y

	Qty	Charge Each	Total One Time Taxable	
<b>Charges Upon Delivery:</b>				
<b>Classroom, 24x40 DSA (Item1001)</b>				
Block and Level Building (B5) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$3,250.00	\$3,250.00	N
Delivery Haulage Lowboy 12 wide	2	\$946.00	\$1,892.00	N
Delivery Haulage Pilot 12 wide Lowboy	2	\$229.00	\$458.00	N
Installation, Ramp Skirting (PW) <i>Prevailing Wage Cert. Payroll</i>	37	\$17.50	\$647.50	Y
			\$6,247.50	
Casework	1	\$8,400.00	\$8,400.00	Y
<i>Casework includes 20' of tall teacher's storage cabinet space and 12' of base cabinet and counter top.</i>				
Plum, Install, Sink, Classroom, w/Fix+Bub	2	\$1,543.00	\$3,086.00	Y
		<b>Tax:</b>	\$2,004.23	
		<b>Total Sales Price Including Tax:</b>	<b>\$57,182.73</b>	

### Special Notes

**Additional Note:** Please see attached attachment A that includes additional clarifications

**Block/Level:** Price assumes building is installed on a MMMC standard foundation. MMMC assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Custom ramping, additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

**Flooring (carpet):** This building ships standard with used carpet in good condition. Carpet may have some discoloration or wear and a carpet bar will be utilized at modline seams. New carpet is available for an additional charge.

**Delivery Date:** Delivery date will not be confirmed until MMMC receives the signed lease agreement (or an acceptable equivalent) and all credit conditions have been met.

**Delivery of Equipment:** Lessee shall select a suitable site and physically mark on the site/pad the corner locations for the Equipment and direct Lessor on exact placement/orientation of the Equipment.

**DSA Classrooms include:** 24 x 40 classroom space, Right Hand Door, (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, 12' straight run standard factory ramp, and wood sill foundation for level site.

**Fire Related Items:** Unless noted, fire related items (alarms, sprinklers, smoke & heat detectors, and fire-rated walls, etc.) are not included.

**General:** Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up, any asphalt transitions, dolly, crane, forklift,



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## Sale Agreement

Contract: 210022435.1  
Date Printed: 01/15/2015

electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.

**Pilot Cars & Haul Permits:** Pricing does not include transportation pilot cars & haul permits. Occasionally additional charges occur due to city re-routing or city/county requirements. You will be advised if these conditions exist prior to hauling.

**Ramps:** Site conditions may affect 12' straight run ramp configuration and cost. Ramp transitions by others (from end of ramp to grade). If applicable, extended or custom rails by others. Ramp skirting is optional. MMC provides used/refurbished ramps - new ramps available for purchase only.

**Site Installation Requirements:** Prior to delivery, the Lessee shall mark the four corners of the building on the site/pad location itself, including door/ramp location. Should special handling be required to position, install, or remove the classroom on the Lessee's site due to site conditions/constraints and/or obstructions, additional costs will be charged to Lessee.

**Site Plan Review:** Lessor is not responsible for review and verification of Lessee site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Lessee to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

**Used building sale:** Quotation is for a used modular building sold in "as is" condition. Unless stated otherwise, MMC will only perform a general cleaning & repair, reseal the roof, doors & windows, and test the electrical, mechanical & plumbing systems to ensure working condition at the time of delivery.

**Yes - Prevailing Wage:** Pricing includes prevailing wage and certified payroll for installation work performed on site.

**Additional Note:** Casework includes 20' of tall teacher's storage cabinet space and 12' of base cabinet and counter top. I have not included any plumbing.

**Additional Note:** REV 1. I've now included (2) classroom sinks, faucets, bubblers, plumbing labor and other materials.

### Special Terms & Important Contractual Information

- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery. Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation of same.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.

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Mobile Modular Management Corporation  
5700 Las Positas Road  
Livermore, CA 94551  
Phone: (925) 606-9000 Fax: (925) 453-3201  
www.MobileModularRents.com

8146  
**Sale Agreement**

Contract: 210022435.1  
Date Printed: 01/16/2015

**Incorporation by Reference**

The Supplemental Sale Terms and Conditions and Additional Advisory Information provisions are hereby incorporated by reference in their entirety, as updated from time to time by Seller, in its sole discretion, and can be reviewed in the e-Customer Services section of the Seller's web site at (<http://www.MobileModularRents.com/ContractTerms>). The Buyer hereby confirms that he/she has read in its entirety and understands the Supplemental Sale Terms and Conditions and Additional Advisory Information.

Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, MOBILE MODULAR MANAGEMENT CORPORATION, a California corporation, as seller (the "Seller") and buyer ("Buyer", as described above in the section titled "Customer Information") hereby agree to this Sale Agreement and the terms and conditions set forth in the Sale Agreement Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Sale Agreement affirms that he/she is duly authorized to execute and commit to this Sale Agreement for the above named Buyer.

**SELLER:**

Mobile Modular Management Corporation

By: Carl Yermian

Name: Carl Yermian  
Title: Education Sales Specialist  
Date: 02/16/2015

**BUYER:**

Marysville Joint USD

By: Ryan DiGiulio

Name: Ryan DiGiulio  
Title: Asst. Superintendent  
Date: 2/24/15

**ATTACHMENT A**

**SALE AGREEMENT TERMS AND CONDITIONS**

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on each Sale Agreement hereto ("Equipment") on the terms and conditions set forth herein. Each such Sale Agreement, and the sale provisions on the Seller's website at (<http://www.MobileModularRents.com/ContractTerms>) (the "Incorporated Provisions"), to the extent incorporated by reference into such Sale Agreement, together with these Sale Agreement Terms and Conditions, to the extent incorporated by reference into such Sale Agreement, shall constitute a separate and independent sale agreement (a "Sale Agreement") of the Equipment listed in such Agreement under "Product Information".

2. **TIME PAYMENT; TITLE RETENTION.**

(a) **PURCHASE PRICE.** The aggregate amount of the purchase price (the "Purchase Price") is set forth on the Sale Agreement. Buyer agrees to pay Seller twenty five percent (25%) of the Purchase Price on the date hereof; sixty five percent (65%) two days before the Equipment is scheduled to be delivered to the Site; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items). In addition to the Purchase Price, buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment. If any payment under the Sale Agreement is not made on the date when due and payable (including without limitation pursuant to this Section or as indicated on the Sale Agreement), Buyer shall pay Seller interest, at the rate of eighteen percent (18%) per annum (or at the maximum rate permitted by applicable law), on the amount of such overdue payment, until received.

(b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Sale Agreement shall be made without any abatement or set off of any kind, arising from any cause.

3. **TIME AND PLACE OF DELIVERY.** Seller agrees to deliver the Equipment to the site location listed on the Sale Agreement (the "Site"). Tires used to deliver the Equipment will be removed and returned to Seller. Buyer warrants that the Site will have: safe access free from encumbrances, a level pad with no more than 3 inches of variance in 30 feet, and adequate soil bearing pressure of not less than 1500 psf. Following delivery, Seller will remove all Seller-owned equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, pilot cars, and Site preparation.

4. **INSPECTION AND ACCEPTANCE.** Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, it shall be conclusively presumed between



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Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Sale Agreement and has been accepted by Buyer.

**5. BUYER AGREEMENTS.** Buyer agrees that Seller may insert in the Sale Agreement the serial number and other identification data relating to the Equipment when ascertained by Seller.

**6. INSURANCE.** Buyer shall provide, maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value. This coverage will extend to all property of Seller located at the delivery site during the installation. Further, until title to the Equipment has transferred to Buyer pursuant to Section 2(b), Buyer will name Seller as loss payee of the proceeds. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for public liability insurance in the amount of \$1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be in a form and with a company satisfactory to Seller and insurance carrier is licensed to do business in the state where the Equipment is being sold, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance policies, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Sale Agreement. Buyer's obligation to provide said insurance will cease once title to the Equipment has transferred to Buyer pursuant to Section 4

**7. WAIVER AND INDEMNIFICATION.**

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder. (b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Sale Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

**8. TERMINATION FOLLOWING BREACH.** In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Sale Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Sale Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Sale Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Sale Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on demand of Seller.

**9. GOVERNING LAW.** Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

**10. JURISDICTION.**

(a) If the law of the State of Maryland or Virginia shall apply to the Sale Agreement, it is agreed that the venue for a legal action relating to the Sale Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Sale Agreement. Further, it is agreed that the venue for a legal action relating to the Sale Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

**11. SELLER'S EXPENSES** Buyer shall pay Seller all costs and expenses, including attorney fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Sale Agreement.

**12. LICENSE AND TRANSFER FEE(S).** If so listed on the Sale Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees.

**13. MISCELLANEOUS.**

(a) **BUYER SOLVENCY.** Buyer hereby represents and warrants that the fair value of the assets of Buyer exceed its liabilities; Buyer is able to pay its debts and liabilities as they become due; and Buyer does not have an unreasonably small amount of capital with which to conduct the business in which it is engaged, as such business is now conducted and is proposed to be conducted.



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(b) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by an officer of Seller. No amendment, supplement or modification to the terms of the Sale Agreement shall be valid unless made in a writing signed by both parties hereto, and no waiver of any provision of the Sale Agreement shall be valid unless made in a writing signed by the waiving party. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

(c) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Sale Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Sale Agreement shall be valid only as provided in subsection (b) above and only with respect to the specific matter to which such waiver relates.

(d) If the law of the State of North Carolina shall apply to the Sale Agreement, the Sale Agreement does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

14. **ENTIRE AGREEMENT.** The Sale Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Sale Agreement will be eliminated.

Sale Terms and Conditions, Rev. 10/1/08

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# EXhibit A

1. Carpet – is it worn, buckled, and lifting at the seams? **I will provide new carpet squares to Mobile Modular's standard. CY**
2. Age of Modular Unit (number as well) **Vintage 2001, Building ID 41027**
3. Bard Unit Details (model and serial number), P. Maintenance records provided? **An AC1 wall mounted 3.5 ton heat pump with 5KW heater OLA and CA state energy approved 208/230V, 1 phase, 28 amp unit.**
4. Will the maintenance on the HVAC be completed in advance of the purchase? **All maintenance will be taken care of before purchase. CY**
5. What type of lighting is currently installed? 2' x 4' 4 tube fluorescent light fixtures. **See link to download building plans for more information. CY**
6. Will you paint it to match our school colors if we provide the paint? **Yes, I would like cards with paint samples so I can match from that. One color will be for trim and door. The other color will be for body. CY**
7. Is the ramp ADA compliant. **Yes, the ramp will be corrected to meet ADA. Sometimes older buildings have wrong handrails or need the landing enlarged. I'll take care of that. CY**
8. Are there heat and smoke detectors and or fire rated walls? These are essential. **No, the heat and smoke detectors will be up to the District to supply and install. Also, the walls are not fire rated. What are you placing the classroom near that would cause a fire rating? This is not typical. CY**
9. What size and how many windows does the unit have so we can order blinds? **Please see plans that I included a link to download. There are two windows, sizes can be found in the plans. CY**
10. How much is new carpet? It is included in the sale price. **Mobile Modular standard carpet squares. CY Would you like me to send you a sample? Please provide an address. CY**
11. I need to know in advance if a pilot car and rerouting is at an additional cost – please build that in if applicable so we can contract for the total amount. **I've included pilot cars and delivery permits in my pricing already. CY**
12. The quote needs to be valid for more than 30 days in order to get it approved and work through this process – please up it to at least 90-days. **No problem, would you like me to send over the quote in sale agreement format so you can see the total price including sales tax? CY**

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WARREN CONSULTING ENGINEERS, INC.

January 15, 2015

Email: cjensen@mjusd.com

1117 Windfield Way  
Suite 110  
El Dorado Hills  
California  
95762  
Phone  
(916) 985-1870  
Fax  
(916) 985-1877  
E-mail  
wce@wceinc.com

Cynthia Jensen  
Director of Facilities and Energy Management  
Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

**RE: PROPOSAL FOR SURVEYING SERVICES THE NEW PORTABLES  
AT MCAA**

Dear Cynthia,

We are pleased to submit for your review and consideration our proposal for surveying services for the portable classroom addition to MCAA. The scope of our work will consist of:

**1. Topographic Survey**

- A. Prepare a topographic survey of the either Project Area #1 or Project Area #2 area shown on the attached aerial image.
- B. The survey will include items indicated on the attached checklist.
- C. Prepare final signed map and provide AutoCAD disk.

Project Area #1

Fee: \$2,500.00

Project Area #2

Fee: \$2,500.00

Billing will be on a monthly basis for work completed within that calendar month. Payment shall be made within 30 days of receiving the billing statement.

If this proposal is acceptable, please sign and return one copy.

Very Truly Yours,

Accepted: \_\_\_\_\_

*George D. Warren II*

George D. Warren II, P.E.  
TEF/tlb  
15P.016

Date: \_\_\_\_\_

**TOPOGRAPHIC SURVEY CHECKLIST****DATE: 01/15/15**

TO: Cynthia Jensen  
PROJECT: Survey of a portion of MCAA Campus  
LOCATION: 1917 B Street, Marysville, CA 95901  
APN: \_\_\_\_\_  
OWNER: Marysville Joint Unified School District  
ADDRESS: 1919 B Street, Marysville, CA 95901

**ITEMS NEEDED FROM OWNER**

- ☐ 1. Title Report – **NEEDED WITH NOTICE TO PROCEED.**
- ☐ 2. Permission to Enter Site
- ☐ 3. Contact Person and Phone Number
- ☒ 4. Owner to provide as built or design drawings of existing facilities on-site if available. **NEEDED WITH NOTICE TO PROCEED**

**DRAWINGS**

- ☒ 5. Scale of finished drawing shall be 1" = 20'.
- ☒ 6. Finish drawing shall be a signed bond paper plot.
- ☒ 7. CD AutoCAD disk, 2014 Release.

**ELEVATION BASIS**

- ☐ 8. Based on County/City benchmark.
- ☐ 9. Based on design elevation.
- ☒ 10. Assumed elevation.

**BOUNDARY**

- ☐ 11. Property line bearings, dimensions, reference points, and other pertinent data.
- ☐ 12. Locate and identify monuments and markers found.
- ☐ 13. Set a monument at each change in boundary course when no monument is existing, and file record survey with the County.
- ☐ 14. Indicate easements, rights of way, and encroachments on and immediately adjacent to the property.

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- ☐ 15. Boundary will be as shown from record information provided by Owner.
- ☒ 16. Establish two temporary benchmarks within the area surveyed.

**TOPOGRAPHY**

- ☒ 17. Contour interval shall be 1 foot, in nonpervious areas.
- ☒ 18. Point elevation grid interval shall be 50 feet, approximate.
- ☒ 19. Indicate special point elevations as may be required to provide complete land surface picture (i.e., high points, swales, etc.).
- ☐ 20. Indicate surface water conditions including ditches, drainage channels, ponds, and natural courses.
- ☐ 21. Other: \_\_\_\_\_

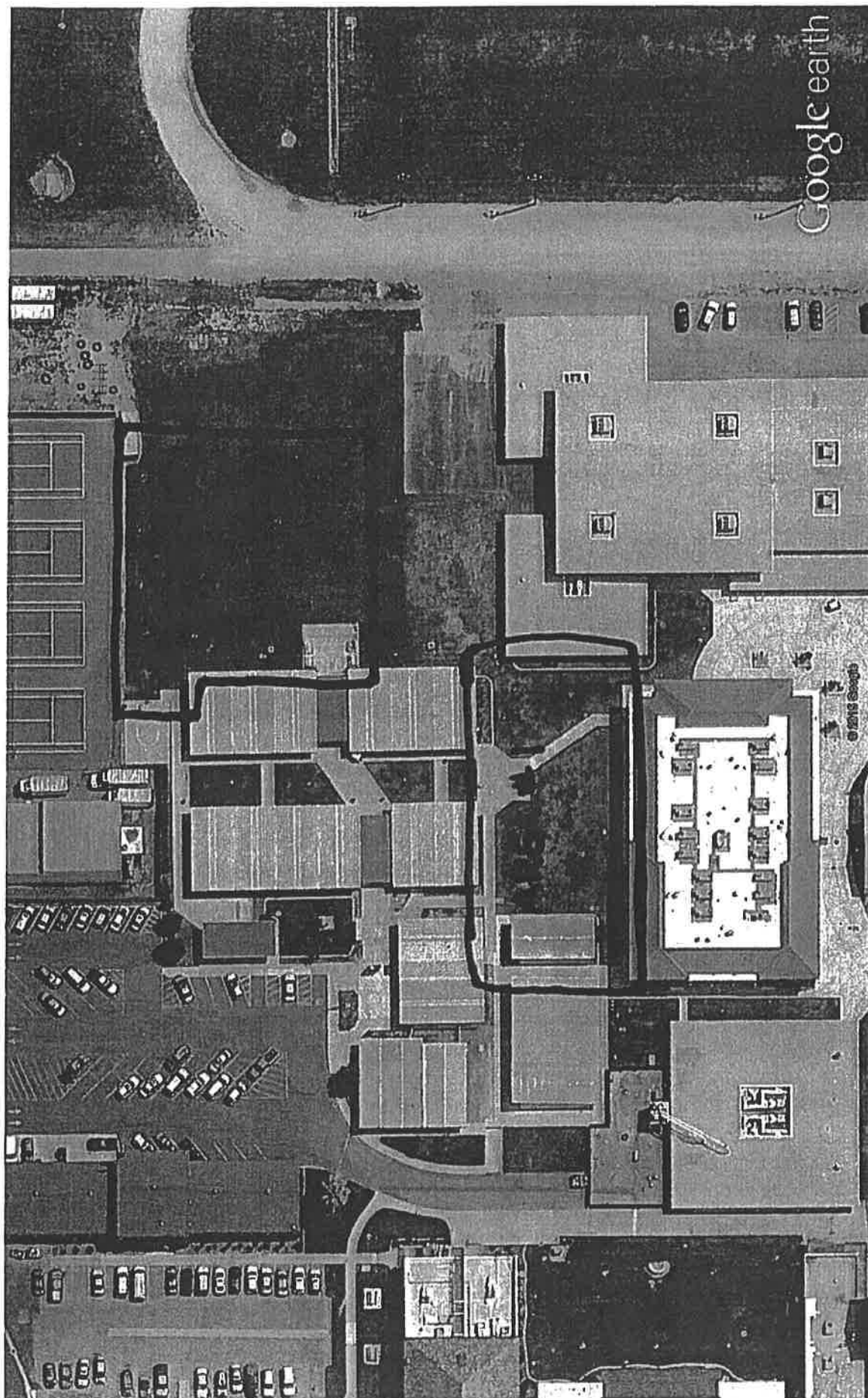
**PLANIMETRIC**

- ☒ 22. Location and floor elevation of all permanent structures, at all exterior doors.
- ☐ 23. Location and floor elevation of all permanent structures, at all exterior doors at building elevation.
- ☒ 24. Indicate miscellaneous walks, roads, structures, paving, fences, etc.
- ☒ 25. Show individual trees with diameters larger than 4 inches. If trees are numerous, indicate perimeter of dripline.
- ☒ 26. Ground elevation at tree trunk.
- ☐ 27. Indicate tree dripline, ground elevation at four quadrants of tree dripline.
- ☒ 28. Indicate tree dripline, no ground elevation.
- ☐ 29. Show location and elevation of frontage improvements, such as curbs, gutters, walks, and edge of paving, and centerline.
- ☐ 30. Show frontage improvements across street from property frontage. Show above ground utilities and elevation of top of subsurface utility structures.

**UNDERGROUND**

- ☒ 31. Indicate size, location and invert elevation of accessible subsurface piping and conduit including abandoned lines.
- ☒ 32. Indicate size, location and invert elevation of subsurface piping and conduit available in existing records including abandoned lines.
- ☐ 33. Indicate size, location and type of construction of visible wells, septic tanks, pumps, basements and similar subsurface improvements, active or abandoned.
- ☐ 34. Indicate areas of irrigation utilizing subsurface systems, showing system layout where available.
- ☐ 35. Information on subsurface improvements within street right of way as outlined in Item 29.
- ☐ 36. Information on subsurface improvements within street right of way as outlined in Item 30.
- ☒ 37. Owner to provide as built or design drawings of existing facilities on-site, if available.
- ☐ 38. Other: Underground Locating. Please note PVC irrigation lines can not be traced as well as anything else made of PVC. We will locate metallic piping and conduit locations.
- ☒ 39. See attached sketch.
- ☐ 40. See attached material.
- ☐ 41. Direct proposal to Architect.
- ☒ 42. Direct proposal to Owner.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Google earth

feet  
meters

100

500



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## CONTRACT SERVICES AGREEMENT

(von Geldern Engineering Company - Engineering and Design of Foothill Wastewater System Replacement)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 24<sup>th</sup> day of February 2015 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and von Geldern Engineering Company, a Corporation (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

### 1. ENGAGEMENT TERMS

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term of eighteen (18) months commencing from February 25, 2015 (hereinafter "EFFECTIVE DATE") and concluding August 24, 2016. Nothing in this Section shall operate to prohibit or otherwise restrict the DISTRICT's ability to terminate this Agreement at any time for convenience or for cause.

### 1.3 COMPENSATION:

A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services for **completed services and upon submittal of a valid and correct invoice with terms of net thirty (30) days.**

B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of FIFTY-FIVE THOUSAND AND 00/100 DOLLARS (\$55,000.00) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within

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THIRTY (30) calendar days of receipt of each invoice. DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 **ACCOUNTING RECORDS:** CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 **ABANDONMENT BY CONTRACTOR:** In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

## II. PERFORMANCE OF AGREEMENT

- 2.1 **DISTRICT'S REPRESENTATIVES:** The DISTRICT hereby designates **the Director of Facilities and Energy Management and the Assistant Superintendent of Business Services** (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 **CONTRACTOR REPRESENTATIVE:** CONTRACTOR hereby designates **Richard von Geldern, Owner Engineer** to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 **COORDINATION OF SERVICE: CONFORMANCE WITH REQUIREMENTS:** CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 **STANDARD OF CARE: PERFORMANCE OF EMPLOYEES:** CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
  - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
  - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
  - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and

F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.



- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.
- 2.11. COMPLIANCE WITH LABOR CODE PROVISIONS: CONTRACTOR and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:
- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than one and one-half (1½) times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the DISTRICT, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
  - B. As required by Section 1773.1 of the California Labor Code, the CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
  - C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments whenever filed thirty (30) days prior to the call for bids.
  - D.
  - E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with this section. CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Project. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the DISTRICT, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - iii. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the costs of preparation to the CONTRACTOR, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the CONTRACTOR. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. Each CONTRACTOR shall file a certified copy of the records with the entity that requested the records within ten (10) days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR awarded the contract or performing the contract shall not be marked or obliterated. The CONTRACTOR shall inform the DISTRICT of the location of the records including the street address, DISTRICT, and shall, within 5 working days, provide a notice of change of location and address. The CONTRACTOR shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the CONTRACTORS must comply with Section. In the event that the CONTRACTOR fails to comply within the 10-day period, he or she shall, as a penalty to the state or the DISTRICT, forfeit \$25.00 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Section lies with the CONTRACTOR.
  - iv. The CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this Agreement rests with the CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event the CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, the CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.
- F. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If the CONTRACTOR, in the sole discretion of the DISTRICT satisfies the DISTRICT of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. The CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions before commencing the performance of the work of this Contract. The Notice to Proceed with the Work under this Agreement will not be

issued, and the CONTRACTOR shall not commence work, until the CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the CONTRACTOR in signing this Agreement certifies to the DISTRICT as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the CONTRACTOR and submitted to the Construction Manager for the DISTRICT's review and records.

6. In accordance with the provisions of Section 1727 of the California Labor Code, the DISTRICT, before making payment to the CONTRACTOR of money due under a contract for public works, shall withhold and retain there from all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the DISTRICT.

## 2.12 WARRANTY.

~~A. CONTRACTOR warrants all Work performed and goods provided under this Agreement shall: (i) meet all conditions of the Agreement; (ii) shall be free from all defects in design, materials and workmanship; and (iii) shall be fit for the purposes intended. If any defects occur within twelve (12) months following acceptance, CONTRACTOR shall be solely responsible for the correction of those defects. The warranty set forth under this Section 2.14(A) shall be in addition to any warranties for equipment and fixtures that may be installed by CONTRACTOR in the performance of this Agreement as provided under Section 2.14(B) and 2.14(C), below.~~

B. CONTRACTOR shall transfer to DISTRICT all of CONTRACTOR's rights to and interest to any and all manufacturers' warranties or guarantees for any equipment or fixtures installed by CONTRACTOR in the performance of this Agreement. Where applicable, DISTRICT shall be named as the owner-beneficiary in any warranty or guarantee. CONTRACTOR shall deliver to DISTRICT all the written material comprising the manufacturers' warranties or guarantees. CONTRACTOR shall ensure that each warranty or guarantee is in full force and effect from the date the DISTRICT starts using the equipment or fixtures. All manufacturers' warranties or guarantees shall be in addition to the CONTRACTOR's warranty set forth under Section 2.14(A), above or Section 2.14(C), below.

C. In addition to all manufacturers' warranties and all other warranties implied by law, CONTRACTOR warrants that all equipment and fixtures installed in the performance of this Agreement shall conform to the Scope of Work and any additional plans, drawings or specifications incorporated into this Agreement. CONTRACTOR further warrants that all equipment and fixtures installed by CONTRACTOR shall be merchantable; of good workmanship and material; and free from defect.

2.13 SAFETY: CONTRACTOR shall comply with all workplace safety measures as may be required by applicable federal, State or local laws so as to safeguard against injury to persons or damage to property. In performing the Work, CONTRACTOR shall at all times be in compliance with all applicable federal, State and local rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed, including but not limited to:

- A. Adequate life protection and life saving equipment and emergency procedures;
- B. Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other

safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and

- C. Adequate facilities for the proper inspection and maintenance of all safety measures.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants,

represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.
- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

#### V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4. above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.

D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
- iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
- iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:



**CONTRACTOR:**

Von Geldern Engineering  
 Attn: Richard von Geldren  
 Phone: (530) 673-6330  
 Fax: (530) 673-9067  
 Email: vongeldern@shcglobal.net

**DISTRICT:**

Marysville Joint Unified School District  
 1919 B Street  
 Marysville, CA 95901  
 Attn: Cynthia Jensen  
 Phone: (530) 749-6151  
 Email: cjensen@mjustd.com

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of Los Angeles, California.
- 6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.17 **SEVERABILITY**: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.18 **AMENDMENT; MODIFICATION**: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.19 **CAPTIONS**: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.20 **INCONSISTENCIES OR CONFLICTS**: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.21 **ENTIRE AGREEMENT**: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.22 **COUNTERPARTS**: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**MARYSVILLE JOINT UNIFIED SCHOOL  
DISTRICT:**

By: \_\_\_\_\_  
Ryan DiGiulio, Assistant Superintendent of  
Business Services

**Von Geldern Engineering Company, A CALIFORNIA  
CORPORATION:**

By: Bill J. Walker  
Name: Bill J. Walker  
Title: V.P.

## EXHIBIT A

See attached proposal.



# von Geldern Engineering Company

CIVIL ENGINEERING - LAND SURVEYING - BUILDING DESIGN - PLANNING  
430 SECOND STREET - YUBA CITY, CALIFORNIA 95991 - (530) 673-8330 - FAX (530) 673-9067 - [vongeldern@sbcglobal.net](mailto:vongeldern@sbcglobal.net)

Richard von Geldern R.C.E.  
Edward von Geldern R.C.E.  
(1887-1971)  
Bill J. Walker L.S.  
Nicholas J. Johnston P.E.

January 29, 2015

Cynthia Jensen  
Director of Facilities and Energy Management  
Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

Re: Onsite Wastewater System Replacement  
Foothill Intermediate School

Dear Cynthia:

In response to your request, we have compiled some preliminary cost estimates and scope of work descriptions for replacing the failing onsite wastewater system serving the Foothill campus. It is important to point out that until complete design plans and specifications are compiled, we must estimate costs using a high and low range as additional information collected for technical design can affect the project.

The existing septic tank and leach field system currently serving the Foothill school was constructed at a time when health and water quality codes were much more relaxed. The focus until 20 to 30 years ago was on wastewater system disposal only. Systems were typically built to make sure that they would collect and dispose of the wastewater to the soil with the intent that as long as the wastewater does not surface, there was little regard as to any other consequence.

Modern research and regulations now require that onsite systems be designed and constructed to both collect and discharge the wastewater but to also insure that there is complete treatment of the wastewater before it comes in contact with any surface or subsurface water. It is for this reason that achieving a system for the projected high school campus that met all code requirements was a significant challenge for this campus.

The current challenge is now reduced by comparison for several reasons. The replacement system will be limited to serving only the current school population and activities. The wastewater flow numbers we are being allowed to use now are much smaller. Even so, theoretical design flow numbers would need to be in the 4000 gallon per day (g/p/d) range. Because the soil conditions are so limited, Yuba County Environmental Health (our permitting agency for this system) is allowing us to use actual meter flow counts vs. design manual counts. If the readings of the water use continue to average the numbers reported to date, it will cut down the size of the replacement system by at least one third. This will obviously reduce the cost of the new system but it will limit the District to current student and staff population and activities.

The concessions that Yuba County is allowing relate more to the proposed system drainfield ("leachfield") as it is that component of the system that is most restricted by the site conditions. Ideally, we would need to plan for a drainfield total of roughly 4,500 lineal feet. Because the current situation is considered dire, the County is allowing a "Best Fix" using the actual flow numbers, reducing the leachfield to roughly 2800 lf.

We will still be required to design other system components so that they are as close to modern requirements as possible as we cannot make an argument that site restrictions make that impossible. Similar to the system installed at Loma Rica Elementary School in 2008, a pretreatment filter will need to be installed. Because of the limited soil depth, adequate treatment will not occur within the shallow drainfield so after the septic tanks, the wastewater will be processed through a recirculating textile filter which provides a significant amount of treatment that the soil cannot. The filter requires a recirculating tank to operate, which would likely be a 3000 gallon size. The wastewater will then be sent to the drainfield for final treatment and disposal. The treatment unit we will most likely propose will be an Orenco Systems Advantax, known for their relative simplicity and reliability.

Additionally, new septic tanks and a grease tank for kitchen wastes will need to be added. Codes require that septic tanks be sized at a volume three times the daily flows. For this reason, an 8,000 gallon primary septic tank will be needed (or, multiple tanks totaling 8,000 gallons) and a 1500 to 2,000 gallon grease interceptor tank will be needed to treat kitchen wastes before they flow to the septic tank.

Another significant aspect of the proposed system relative to the existing one has to do with the hydraulic management of the wastewater from the filter to the drainfield. Given the amount of drainfield and the terrain and distance from the filter, the wastewater must be sent to the drainfield with pumps. A 2000 gallon pump tank will be required with dual pumps to manage this delivery.

It is likely that the drainfield will be in multiple locations to take advantage of the spotty soil conditions. The wastewater will likely be split using passive valves so that the pumps can be smaller and more efficient, pumping only to small zones of drainfield pipe in an alternating fashion. We envision that the majority of the drainfield will be constructed in the southeast corner of the parcel, on the east side of the drainage. Other portions will likely be positioned in the southwest area of the parcel. Given that the actual drainfield pipe must be positioned quite shallow, the drainfield areas will not be suitable for many uses such as vehicle traffic or any activity that may damage the system. If the District hopes to utilize any of the drainfield area for student activities, we would need to enhance the design and construction costs will increase.

Cynthia Jensen  
January 29, 2015  
Page 3

Based on the information we have compiled at this point, we estimate that construction for the envisioned replacement system would range from \$275,000 to \$400,000 for labor and materials. We estimate that engineering costs for design, preparation of the Special Provisions portion of the Specifications, construction inspection, and final mapping and paperwork will be in the range of \$30,000 to \$55,000. The large swing in our amount is meant to cover items that are still unclear, including whether additional soil testing will be required and additional survey and topographic information is needed. Another factor that can affect our fee would be the amount of reliable building, utility and grounds information that is available. We assume the District will manage the bidding process similar to the Loma Rica and Dobbins projects however, we are available to assist with that if needed.

We understand that upgrading the District's onsite wastewater systems is a daunting task, compared to the type of repair that may have been allowed in the past. Most school districts are unfamiliar with the complexity and cost that maintaining and replacing these systems can add to their budget challenges. We are very mindful of the situation you face and are making all efforts to keep your project costs at a minimum while keeping both the District and ourselves in good standing with regulations.

We are available to begin design work as soon as it is requested. We plan to add detail and adjust cost estimates as the design work proceeds. We are also available for meetings or any other correspondence on an ongoing basis.

We appreciate the opportunity to once again work with Marysville Joint Unified School District. Please let us know if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Pam", followed by a large, stylized circular flourish.

Pam Clifton

8127(1)  
one time

Vanden Bos Electric, Inc

CHANGE REQUEST (CR)

Project: <u>Marysville Security</u>	CR #: <u>1</u>
	DATE: <u>1/29/15</u>
	PO # _____
Contractor: <u>Vanden Bos Electric, Inc</u>	VDB JOB # <u>14-031</u>

The reason for this Change Request is: (check one and fill in the blanks)

\_\_\_\_\_ This responds to a CM-issued Proposed Change Order/Request for Proposal \_\_\_\_\_

x Scope has changed due to a response to Request for Information (RFI) # 2

\_\_\_\_\_ OTHER: \_\_\_\_\_

**DESCRIPTION OF CHANGE:**

As per RFI #02, changes include additional enclosure with media converter and receptacle, fiber terminations at both the MDF and the pole, and #10 and #12 THWN from the electrical closet to the poles for power.

<u>ADDITIONS:</u>		<u>DELETIONS</u>	
LABOR	\$2,225.25	LABOR	\$0.00
MATERIAL	\$1,212.61	MATERIAL	\$0.00
EQUIPMENT	\$0.00	EQUIPT	\$0.00
SUB WORK	\$0.00	SUB WORK	\$0.00
BOND	\$0.00	BOND	\$0.00
<b>Total Additions:</b>	<b>\$3,437.86</b>	<b>Total Deletions:</b>	<b>\$0.00</b>

Requested Cost Change: Add \$3,438

Requested Schedule Change: Increase / Decrease: \_\_\_\_\_ calendar days.

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

_____ Accepted (PCO/WO to follow)	_____ Resubmit per comments (Use same CR #)	_____ Rejected (See Comments)
--------------------------------------	--	----------------------------------

Signatures on this document do no constitute a change to the Contract or authorization to perform work.

102







8/22(1)  
one time

#### LABOR

- #4 the enclosure on pole #1 was not included in the bid because there was no reason with a CAT6 copper feed to mount a can with a receptacle. The receptacle and enclosure are for the media converter.
- #5 the process of terminating CAT6 copper takes approximately 30 minutes for the entire process. The process used to terminate fiber is much more difficult, especially in an outdoor setting. Dust and any kind of debris can slow this process significantly.
- #6 will revise this item as testing will be a wash.
- #7 the drawings show to use existing power at the poles which is not there. This item is for the labor to pull power to all (3) poles.

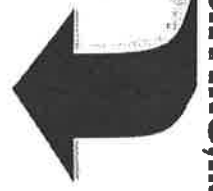
#### MATERIAL

- #1 & #2 the wire here is the power wire that the drawings show as existing but isn't there.
- #3, #4, #5, #6, & #7 all of these items are for the housing of the media converter. The media converter uses a 120V receptacle for its power.
- #8 previously we would have mounted the cameras and enclosures with an extension ladder. The additional height required to remove the light fixture as well as the wire requires a lift for safety purposes.

P 15 022011

**B&B LOCATING, INC**

3D  
Solutions



(916)838-8903

640 Excelsior Rd.,  
Placerville, CA 95667  
gregb@bandblocating.com  
License# 997434

Job Name: Marysville High School

Contact: Cynthia Jensen

Date: 1/20/15

8127- MHS 100%  
Fund 01

901

Scope of Work	Equipment Required	Hours	Rate	Total
B&B Locating, Inc. will locate and mark existing conduit as directed by Cynthia Jensen at Marysville High School.	Ground Penetrating Radar, Vivax Metrotech Radio Detection, Magnetic Locator.	4	\$200/hr	\$800
Total				\$800

\*4/hr. minimum site mobilization.  
\*\* \$200/hr. each additional hour.

Disclaimer: B&B Locating, Inc. makes no, and hereby expressly disclaims all, warranties, expressed or implied, with respect to the nature, quantity or quality of the services to be performed hereunder, except to the extent of its gross negligence or willful misconduct. B&B Locating, Inc. shall not be liable to the customer for any damages as a result of its performance or failure to perform the services. The report is based upon B&B Locating, Inc.'s interpretation of the data collected and is provided solely for the illustration and informational purposes. B&B Locating, Inc. is not responsible for any loss or damage caused, arising out of the use of, or reliance on the data collected or the report generated.

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the YUBA COUNTY OFFICE OF EDUCATION (hereinafter "YCOE"), and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (hereinafter "MJUSD").

### I. PURPOSE

YCOE maintains and operates an existing 60'-0" x 30'-0" 1,800 square feet Special Education preschool modular classroom building (hereinafter "Goldfield") on MJUSD's Olivehurst Elementary School (hereinafter "Olivehurst School") campus located at MJUSD's Olivehurst Elementary School, 1778 McGowan Parkway, Olivehurst, California.

The purpose of this (MOU) is to establish a formal relationship between YCOE and MJUSD relating to YCOE's replacement of the existing modular with a 2,880 square feet unit 72'-0" x 40'-0" in size. The new modular classroom will be installed in the same location as the present Goldfield preschool modular. The removal of the existing and installation of the new modular classroom will take place June 8, 2015 through August 7, 2015.

The parties mutually agree as follows:

### II. TERM OF MEMORANDUM OF UNDERSTANDING

The 20-year life of the modular classroom shall serve as the term of the MOU. The term of this (MOU) shall commence April 6, 2015 and terminate April 6, 2035 or shall run until such time there is mutual consent by YCOE and MJUSD to terminate in accordance with Section VIII. herein.

### III. OBLIGATION OF PARTIES

#### A. MJUSD shall provide and/or perform the following activities in conjunction with YCOE herein:

1. Allow for the replacement YCOE's existing 60'-0"x30'-0" 1,800 square foot Goldfield preschool modular classroom building with a newly refurbished 72'-0"x40'-0" 2,880 square feet modular classroom building at the same location in accordance with Attachment "A" Existing Goldfield Schematic Site Plan, Attachment "B" Proposed Goldfield Schematic Site Plan, and Attachment "C" Goldfield Site Accessibility Plan. MJUSD acknowledges the YCOE building improvements (not site improvements) are the sole property of YCOE and will be insured by YCOE accordingly.
2. Coordinate site and building improvements with YCOE required to demolish the existing Goldfield modular classroom units depicted in Attachment "A" the week of June 6, 2015 and install the new modular in accordance with Attachment "B" and Attachment "C" June 8, 2015 through August 7, 2015.
3. Schedule a project pre-construction coordination meeting at Goldfield 10:30 am to 11:00 am February 27, 2015.

Initials MJUSD \_\_\_\_\_

Initials YCOE SHR

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4. Cooperate and support YCOE's requirement to provide 2013 California Building Code Chapter 11B and Department of State Architect (DSA) approved path of travel from the public right-of-ways and accessible parking to the Goldfield classroom in accordance with Attachment "C" Goldfield Site Accessibility Plan.
5. Cooperate and support YCOE's application for permit to the Division of the State Architect (DSA) and related DSA inspections.
6. Coordinate and cooperate with YCOE's application to Pacific Gas and Electric (PG&E) and related engineering required to relocate YCOE's existing switchgear dedicated to YCOE's Goldfield modular unit.
7. Agree to allow YCOE's Operation personnel to remove the existing play area 2x12 retaining barrier for the 35'-0" x 35'-0" play area immediately adjacent to the existing Goldfield modular unit to the West; reconfigure the swing set as required to meet accessibility requirements; and finish the bark area to grade without a barrier to match adjacent improvements in the preschool playground area. Work shall be performed Spring Break April 3, 2015 through April 10, 2015.
8. Agree to allow YCOE to install a required switchgear cabinet depicted on Attachment "B" at the time the play area modifications are provided by YCOE's Operation personnel during Spring Break April 3, 2015 through April 10, 2015. The electrical scope of work to be performed is the installation of switchgear concrete pad and 400 amp switchgear cabinet. The work will allow for the fast tracking of PG&E engineering, permits and inspections needed for scheduling electrical service to the new unit prior to the start of school in August. PG&E guarantees power 6 to 8 weeks from time PG&E inspects and approves the completed installation. YCOE plans to complete electrical work necessary for approval the week of June 8, 2015. Agreement conditioned on there being no interruption of electrical service for the preschool and/or any other building at Olivehurst School.
9. Agree to allow YCOE to create a staging area at the end of the "hammer head" fire lane on West side of the school site (behind the newly constructed preschool modular) to stage conex storage containers for temporary storage of Goldfield furnishings and supplies and construction materials and supplies. YCOE will receive approval of proposed staging layout from Olivehurst Fire Department prior to mobilizing and establishing the staging area.
10. Provide access as required to facilitate demolition, sitework, building improvements installations June 8, 2015 through August 7, 2015.
  - a. YCOE proposes to utilize the double gates on the East side of the school site to bring equipment and the modular units onto and off the site.
  - b. YCOE proposes to use the gravel area at the end of the "hammer head" fire lane on West side of the school site.
11. Provide access as required to facilitate disconnects and/or connections to existing MJUSD site storm drain, relocation of irrigation and

landscaping/landscaping restoration as needed, and the removal and replacement of any fencing and hardscape.

12. Provide access and direction required to facilitate the disconnection of YCOE's existing modular classroom fire alarm system from Olivehurst School's main building Emergency Voice Alarm Communication (EVAC) system June 8, 2015 (accommodates demolition). Provide access and direction required to facilitate the connection of YCOE's existing modular classroom fire alarm system to Olivehurst School's main building EVAC system any time between July 13, 2015 and July 24, 2015. All EVAC work shall be installed in accordance with MJUSD installation requirements and meet with MJUSD approval. MJUSD understands DSA requires YCOE's modular classroom to be connected to Olivehurst School's EVAC system as a condition of approval.
13. Cooperate and support YCOE in the temporary disconnecting of their data and VoIP phones from MJUSD's network and the timely reconnecting of a new network switch. Work includes, but is not necessarily limited to:
  - a. Existing VoIP cabling to YCOE's Goldfield modular classroom will be disconnected from service June 8, 2015.
  - b. MJUSD's Director of Technology, Bryan Williams, will provide and install one network switch in YCOE's new modular classroom Staff Room any time between July 13, 2015 and July 24, 2015.
  - c. YCOE's Technology Coordinator Brian McDonald will install cable from the new network switch to Olivehurst School's Data/Communications Room as directed and approved by Bryan Williams any time between July 13, 2015 and July 24, 2015.
  - d. MJUSD's Director of Technology, Bryan Williams, will terminate YCOE's network switch on or before July 31, 2015.
14. Allow unrestricted access to the designated construction areas and the areas to be secured. Activities within to be schedule and controlled by YCOE.
15. Schedule a "Punch Walk" meeting at Goldfield 8:00 am to 8:30 am July 30, 2015

**B. YCOE shall cooperatively provide and/or perform at their expense the following activities in conjunction with MJUSD herein:**

1. Required DSA permitting and inspections, construction documents, site improvements and modular classroom installations as required to replace YCOE's existing 60'-0" x 30'-0" 1,800 square feet Goldfield preschool modular classroom building with a newly refurbished 72'-0" x 40'-0" 2,880 square feet modular classroom building. The new modular classroom shall be located at the same location as the existing in accordance with Attachment "A" Existing Goldfield Schematic Site Plan, Attachment "B" Proposed Goldfield Schematic Site Plan, and Attachment "C" Goldfield Site Accessibility Plan. Scope of Work includes, but is not necessarily limited to, the following:
  - a. Architectural design and engineering construction documents by a DSA approved architect

- b. DSA application, fees, permitting, inspections and closeout approvals
- c. PG&E application, engineering and fee requirements
- d. Contact and coordination with other utility companies if needed
- e. Maintenance of course of construction insurance and listing of MJUSD as an "additional insured"
- f. Removal of existing 30'-0" x 60'-0" modular classroom building including removal and termination of related existing site utilities (electric, sewer, water, voice/data)
- g. Installation of three (3) 24'-0"x40'-0" rigid steel frame modular classrooms buildings reconfigured into one modular 72'-0" x 40'-0" modular building with classrooms, offices, restrooms and storage.
- h. On-site exterior modular siding repair, painting, roofing and flashing modification necessary to connect the three modular units into one unit
- i. Interior modifications required provided at plant prior to delivery
- j. Demolition of existing site paving (concrete and asphalt concrete) adjacent to existing fencing. Required to be replaced to provide compliant ADA path of travel to the Goldfield classroom building.
- k. Remove existing play area 2x12 retaining barrier for the 35'-0" x 35'-0" play area immediately adjacent to the existing Goldfield modular unit to the West; reconfigure the swing set as required to meet accessibility requirements; and finish the bark area to grade without a barrier to match adjacent improvements in the preschool playground area. Work shall be performed Spring Break April 3, 2015 through April 10, 2015.
- l. Installation of new building pad below grade with new storm drain system installed under each of three modular units
- m. Installation of new concrete perimeter foundation
- n. Installation of modular onto new concrete foundation
- o. Installation of site utilities to include the replacement of the existing 400 amp service panel and relocation of the new 400 amp switchgear service panel required; distribution electric to new modular from new switchgear service panel; connection of sewer and water; and installation of storm drain system from modular units to a site storm drain point of connection
- p. Disconnection, installation and reconnection of modular building fire alarm system from Olivehurst School Emergency Voice Alarm Communication (EVAC) system in accordance with MJUSD installation requirements
- q. Installation of low voltage systems to include data and VoIP phone systems. YCOE's Technology Coordinator Brian McDonald will install cable from a new network switch installed in the Staff Storage Room of the new modular installation by MJUSD's Director of Technology, Bryan Williams, to Olivehurst School's Data/Communications Room as directed by Bryan Williams.
- r. Installation and reconfiguring of landscaping and landscape irrigation
- s. Removal and replacement of chain link fencing with ADA compliant gate
- t. Installation of 8'-0" wide concrete sidewalk directly in front of the Goldfield classroom extending the entire length of the building
- u. Installation of accessibility improvements necessary to comply with 2013 California Building Code Chapter 11B and Department of State Architect (DSA) approved path of travel from the public right-of-

- ways and accessible parking to the Goldfield classroom in accordance with Attachment "C" Goldfield Site Accessibility Plan.
- v. Any and all unforeseen necessary modifications that are a result of any and all construction activities by YCOE.
2. Coordinate and cooperate with MJUSD site and building improvements required to demolish the existing Goldfield modular units depicted in Attachment "A" and install the new modular units at grade (no ramp access) in accordance with Attachment "B."
  3. Register the project with the Department of Industrial Relations (DIR) by filing a PWC-100 form within 5 days of the award of any work on the project. Only contractors and subcontractors verified to be registered with DIR will be contracted to perform work.
  4. Contact Underground Service Alert (USA) 811 regional notification center and receive an inquiry identification number, at least two working days, but not more than 14 calendar days, prior to commencing with any excavations on the site.
  5. Establish and maintain a clean and safe site at all times.
  6. Protect existing on-site and off-site improvements from damage. Any existing improvements damaged through YCOE's neglect will be restored to its original condition.
  7. Maintain a staging area at the end of the "hammer head" fire lane on West side of the school site (behind the newly constructed preschool modular) that does not impede fire truck access in any way whatsoever. Staging area will be designated for staging of conex storage containers for temporary storage of Goldfield furnishings and supplies and storage of construction materials and supplies.
  8. Incur any and all costs and/or make arrangements for all expenses related to the alteration and improvements to the site and buildings to include, but not necessarily limited to, engineering, architectural drawings, permits and fees.
  9. Provide all necessary equipment and furnishings.
  10. Be responsible for the conduct and character of the YCOE staff and consultants, contractors, suppliers, equipment operators and any other persons connected with the scope of work under this MOU under YCOE's direct supervision and/or contracting.
  11. Provide MJUSD with weekly updates during the course of construction Spring Break April 3, 2015 through April 10, 2015 and construction June 8, 2015 through August 7, 2015.
  12. Participate in a project pre-construction coordination meeting at Goldfield 10:30 am to 11:00 am February 27, 2015.
  13. Participate in a "Punch Walk" meeting at Goldfield 8:00 am to 8:30 am July 30, 2015.

14. Ensure FBI and DOJ fingerprinting requirements on their contractors and subcontractors in accordance with Education Code Section 45125 and Section 45125.1(d). YCOE will not place FBI and DOJ fingerprinting requirements on their contractors and subcontractors. This is in consideration of Olivehurst School not having students at the school Spring Break April 3, 2015 through April 10, 2015 and during construction June 8, 2015 through August 7, 2015. YCOE will have preschool students attending MJUSD's preschool, which is adjacent to the Goldfield installation. YCOE will limit contact with pupils by installing temporary six foot high secured fencing which will isolate half the presently fenced playground area shared by Goldfield special education preschool and MJUSD's preschool.
15. Ensure permits required by the Feather River Air Quality Management District (FRAQMD) are provided. No permits will be required by FRAQMD.
16. Ensure CEQA requirements are met. The project falls within a CEQA Class I exempt classification in consideration the work involving an existing structure that involves negligible or no expansion.

#### **IV. ASSURANCE**

All parties to this (MOU) shall endeavor to provide cooperative supplementary coordination and support in accordance with the terms and conditions herein.

#### **V. RELATIONSHIP OF PARTIES**

This (MOU) is a cooperative agreement between a County Office of Education and School District entities with separate Boards and is not intended to and shall not be construed to create the relationship of agent, servant or employer-employee between the parties.

#### **VI. INDEMINIFICATION**

Each party agrees to indemnify and hold harmless the other party, its agents, officials, officers and employees from and against any and all actions, claims, damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature, including legal costs and attorneys' fees, whether or not suit is actually filed, and any judgments rendered against the other party and/or its agents, officials, officers, or employees that may be asserted or claimed by any person, firm or entity arising out of or in connection with each party's individual performance or the performance of its agents, officials, officers, or employees, including any acts, errors, or omissions of the party, its agents, officials, officers or employees.

#### **VII. AMENDMENTS**

This (MOU) may be amended in writing at any time by mutual agreement of all parties.

Initials MJUSD \_\_\_\_\_

Initials YCOE SJS

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## VIII. TERMINATION OF THE MEMORANDUM OF UNDERSTANDING

In the consideration of the expense to replace and upgrade the Goldfield Special Education preschool center at Olivehurst School under this agreement, both parties acknowledge the intent of this (MOU) is to foster a long-term agreement for YCOE's operation of a permanent modular classroom building at MJUSD's Olivehurst School site for the life of the newly installed modular classroom building. In consideration of the expense of new modular installation, should MJUSD desire to terminate the MOU sooner than the 20-year life of the modular classroom and assume ownership of the improvements, MJUSD shall reimburse YCOE for the costs of the direct and indirect costs of the improvements on a prorated scale from the date of execution of this agreement. The cost of YCOE's improvements is TWO HUNDRED EIGHTY-NINE THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND NO 100'S (\$289,860.00).

## IX. CONTACT PERSONS

The contact persons for the purpose of implementation of this (MOU) shall be:

Organization	Contact Person	Phone Numbers
YCOE	Scotia Holmes-Sanchez	(530) 749-4855
YCOE	Violette Begley	(530) 749-4856
MJUSD	Gay Todd	(530) 749-6102
MJUSD	Ryan DiGulio	(530) 749-6115

IN WITNESS WHEREOF, parties below mutually agree to the terms and conditions as stated herein effective the date of their signatures.



Scotia Holmes-Sanchez  
Superintendent of Schools  
Yuba County Office of Education



Date

\_\_\_\_\_  
Gay Todd  
Superintendent  
Marysville Joint Unified School District

\_\_\_\_\_  
Date

### Attachments:

Attachment "A" Schematic Existing Goldfield Site Plan  
Attachment "B" Schematic Proposed Goldfield Site Plan  
Attachment "C" Goldfield Site Accessibility Plan

Initials MJUSD \_\_\_\_\_

Initials YCOE 

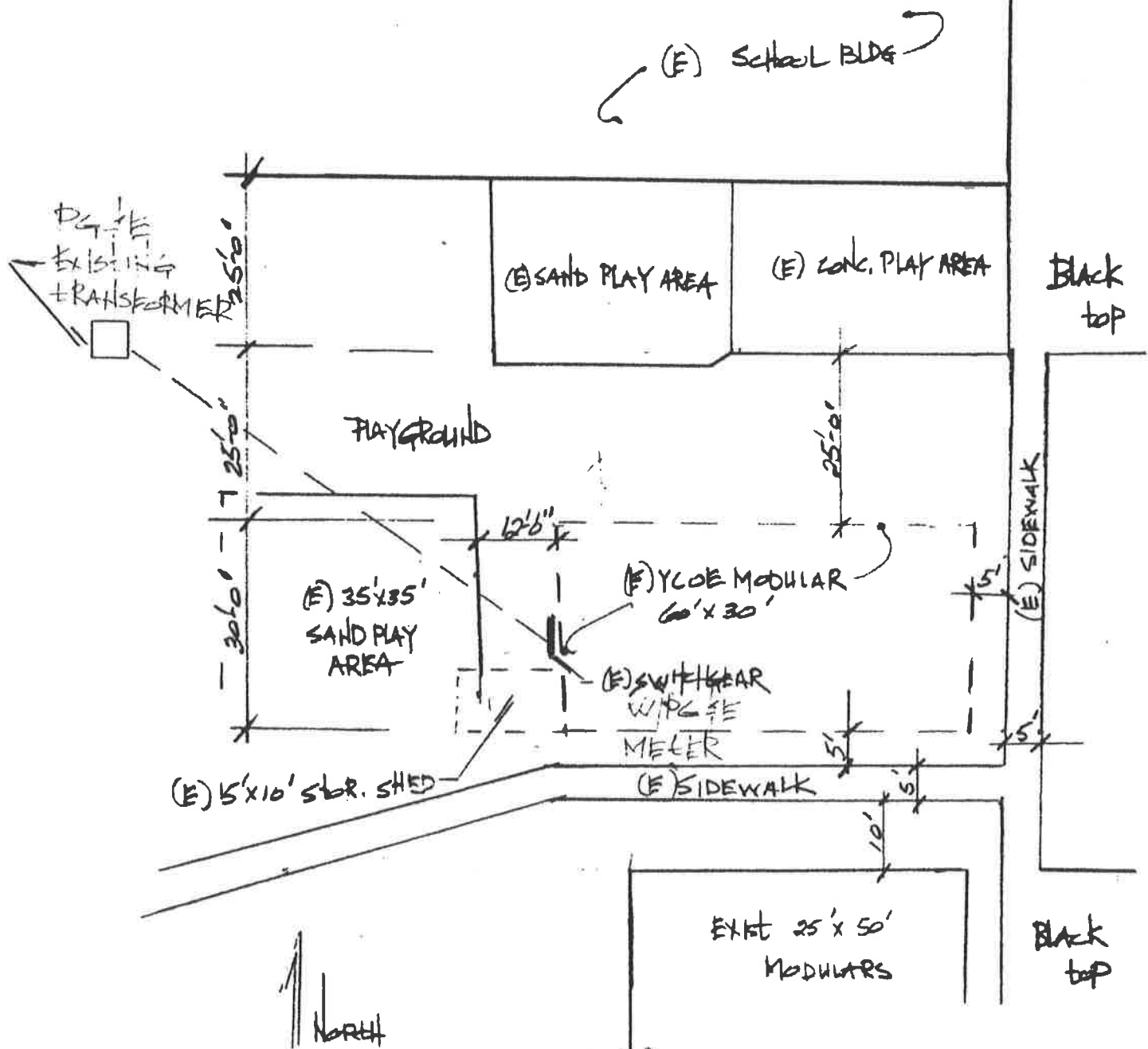
113

ATTACHMENT "A"  
SCHEMATIC EXISTING GOLDFIELD SITE PLAN  
SEPTEMBER 22, 2014

(E) GOLDFIELD SITE PLAN

1" = 20'-0"

10.22.14



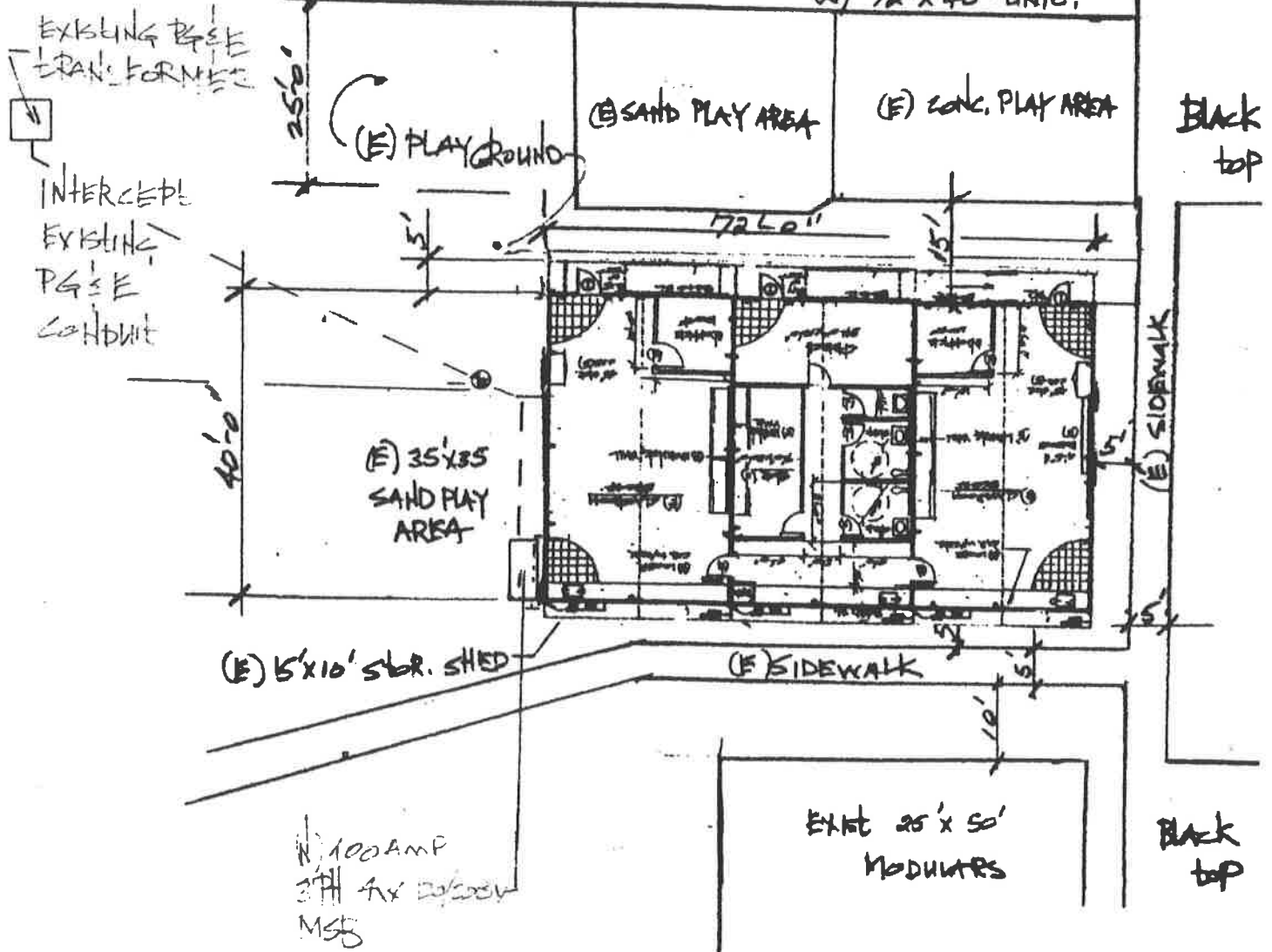
ATTACHMENT "B"  
SCHEMATIC PROPOSED GOLDFIELD SITE PLAN  
SEPTEMBER 22, 2014

PROPOSED  
GOLDFIELD SITE PLAN  
1"=20'-0"



NOTES:

- 1- Set (N) MODULAR @ GRADE
- 2- PROVIDE DRAINAGE UNDER UNITS - P.O.C. to EXIST. SITE AREA DRAIN
- 3- RELOCATE SWITCHGEAR on WEST SIDE.
- 4- REMOVE STOR. SHED
- 5- CONNECT PLMG. to EXIST. PLMG. UNDER EXIST. MODULAR.
- 6- REPLACING 60'x20' UNIT w/ 72'x40' UNIT.



ATTACHMENT "C"  
Goldfields Site Accessibility Plan  
February 2, 2015

Path of Travel Highlighted in "Yellow"

