



TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: ROGER L. BLAKE

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: APRIL 24, 2015

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2015-2016**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p.17) for the affected schools.

At the State Federated Council level we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than June 24, 2015 directly to your CIF Section Office. Addresses of each section are listed on the back of the form. Please contact us if we can give you further information.

2015-2016 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE)** no later than June 24, 2015.

Marysville School District/Governing Board at its 5/12/15 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2014-2015 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Marysville High School
NAME OF REPRESENTATIVE Gary Cena POSITION Principal
ADDRESS 12 E. 18th St., CITY Marysville ZIP 95901
PHONE 530-741-6180 FAX 530-741-7828 E-MAIL gcena@mjuds.com

NAME OF SCHOOL MHS
NAME OF REPRESENTATIVE David Chiono POSITION Athletic Director
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL dchiono@mjuds.com

NAME OF SCHOOL MHS
NAME OF REPRESENTATIVE David Gray POSITION Asst. Prin.
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL dgray@mjuds.com

NAME OF SCHOOL MHS
NAME OF REPRESENTATIVE Amy Eggleston-Acosta POSITION Asst. Prin.
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL aeggleston@mjuds.com

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Gay Todd Signature _____
Address 1919 B Street City Marysville Zip 95901
Phone (530) 749-6102 Fax (530) 741-7894

(Page 1 of 2)

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

2015-2016 Designation of CIF Representatives to League

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Marysville School District/Governing Board at its 5/12/15 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2014-2015 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Lindhurst High School
NAME OF REPRESENTATIVE Bob Eckardt POSITION Principal
ADDRESS 4446 Olive Drive CITY Olivehurst ZIP 95961
PHONE 530-741-6150 FAX 530-741-6171 E-MAIL beckardt@mjuds.com

NAME OF SCHOOL LHS
NAME OF REPRESENTATIVE Bob Jensen POSITION Athletic Director
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL bjensen@mjuds.com

NAME OF SCHOOL LHS
NAME OF REPRESENTATIVE Christine Vahldick POSITION Asst. Prin.
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL cvahldick@mjuds.com

NAME OF SCHOOL LHS
NAME OF REPRESENTATIVE Chris Schmidt POSITION Asst. Prin.
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL cschmidt@mjuds.com

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name _____ Signature _____
Address _____ City _____ Zip _____
Phone _____ Fax _____

(Page 2 of 2)

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

3

SchoolWorks, Inc.

6815 Fair Oaks Blvd. #3
Carmichael, CA 95608
Ph: (916) 733-0402
www.SchoolWorksGIS.com



Attendance Boundary Study

Prepared for: Gay Todd, Ed.D. Superintendent
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Prepared by: Brett H Merrick
Vice President

Description

Thank you for the opportunity to present this professional services proposal. SchoolWorks is very interested in working with the Marysville Joint Unified School District and assisting with your Demographics and Boundary Study Analysis.

This proposal provides a historical company background, a general overview of our services and a cost summary.

Company Background

SchoolWorks is a leader in the field of Facility Planning and Demographic Analysis. Our firm has an experienced team of professionals who have helped guide school districts, both large and small, throughout the State of California for more than 20 years. Services provided by SchoolWorks include Demographic Studies, Enrollment Projections, Boundary Study Analysis, GIS Planning Software, Facility Master Plans, Developer Fee Studies and State Building Application Services. Our headquarters is located in Sacramento with satellite offices conveniently located in Central and Southern California.

Scope of Work

The Attendance Boundary Study will be processed using the SchoolWorks GIS Facility Planning software program. This powerful program allows SchoolWorks to visualize, explore, query and analyze large and complex data files and uncover past and future trends that give us an insight on the direction your district may take in the future.

Enrollment Projections

The enrollment projections are processed by counting and analyzing the number of students in each attendance boundary by grade level for each of the last four years. A cohort survival method is then used to project the number of students for up to ten years in the future. An adjustment is made for inter and intra district transfer students based on historical data to calculate the projected enrollments for each school. There are also augmentations made to account for the new housing developments within each school boundary and to adjust the projected kindergarten enrollment based on birth statistics. The enrollment projections are presented both by school and for the entire district.

Neighborhood School Attendance Area Analysis

Each school attendance boundary will be input into our GIS system. Students are counted in each of the attendance area boundaries based on their residential address and can be studied to view optimum and balanced utilizations. Attendance pattern maps for each individual boundary will analyze impacts of intra district transfers from within the district boundary, as well as inter district transfers from neighboring school districts.

Housing Development and Yield Rate Study

New housing development can have a significant impact on future facility and attendance boundary planning. A complete analysis of all current and future new housing developments will be researched by working with city, county and other local municipalities. A student yield rate analysis will also be conducted using the most current Census data.

Facility Planning and Utilization

By reviewing current district loading standards and how many available classrooms are situated at each school site, we can determine which schools have room for growth, which schools are overcrowded or which school sites may need to be considered for boundary changes or grade level reconfiguration.

Project Completion

Upon approval and agreement of this signed professional services proposal, SchoolWorks will provide a request for information list to the appointed District Representative. The estimated time to complete this Boundary Study will be approximately two weeks from the time all the necessary data has been collected. Once SchoolWorks has analyzed all the data, we will prepare our findings in a Demographic Study for the District to review. After a final draft has been approved, SchoolWorks will develop boundary option scenarios and present those findings to the District and community. Attendance at District board meetings and boundary committee meetings is included in this services proposal.

Proposed Cost & Terms

The full amount will be billed upon completion of the Study and submitted to the District for review. The amount is due within thirty days of the date of the invoice.

SchoolWorks, Inc. will contract to perform the tasks enumerated below for the prices indicated. School districts are authorized to enter into this agreement by Government Code 53060.

| SERVICES | COST |
|---|----------|
| Geocode Student Data 2014 | |
| Analyze Student Demographics and Enrollment Projections | |
| Develop and Review Options | |
| Present Results for Boundary Options | |
| Board and Boundary Committee Meeting Presentations | |
| School Locator & Address Finder Web Link | |
| | \$10,000 |

Marysville Joint Unified School District

SchoolWorks, Inc.

Signature Gay Todd

Signature 

Superintendent

President - SchoolWorks, Inc.

Title

Title

Experience & Resumes

KENNETH REYNOLDS – PRESIDENT

As the President of SchoolWorks, Ken Reynolds has had over 20 years of experience. Ken has assisted over 200 California school districts in applying for the maximum eligible State funding for new construction and modernization projects. Throughout his associations with district personnel, he has helped them solve their unique issues such as State funding assistance, developer fee eligibility, scenarios for boundary changes, calculating enrollment projections and developing functional Facility Master Plans.

Ken has assisted clients in making important decisions regarding facility planning issues by doing research, analyzing information and presenting the results and several options to School Boards and Superintendents. He also has extensive experience working with the community and committees to collaborate and accomplish the goals of the project. Ken is the designer and programmer for SchoolWorks Facility Planning Software and has trained all clients on the use of the SchoolWorks Facility Planning Software. He has presented at various workshops and conferences, including CASH, ACSA, CASBO, SSDA, CSBA and UC Riverside.

EDUCATION

Bachelor of Science Degree, Electrical and Electronics Engineering, California State University at Sacramento

BRETT MERRICK – VICE PRESIDENT, OPERATIONS

Brett has over 18 years of experience working with GIS-based facility planning software and demographic analysis. As a founding member of SchoolWorks, Brett oversees the day-to-day project operations of all facility planning and demographics projects. He is responsible for ensuring that SchoolWorks meet and exceeds the expectations of our clients and providing the best service possible.

EDUCATION

Bachelor of Science, Geography, University of Nevada Reno
Certificate in Educational Facility Planning UCR Extension, currently enrolled

OWEN ALVAREZ – VICE PRESIDENT, SCHOOL FACILITIES PROGRAM

Owen has over 16 years of experience in the field of mechanical engineering, energy analysis and information technology. He is responsible for the School Facilities Program (SFP) project submittals to OPSC and CDE, financial hardship applications and emergency repair program applications. He provides a valuable resource to School Districts seeking state funding for construction and modernization projects.

KATHY REYNOLDS – GIS MANAGER

Kathy has 8 years of experience working with GIS-based facility planning software. She is the principal in charge of new housing development activities corresponding with both City and County Planning Commissions as well as local developers. She is the lead Project Manager for Developer Fee Studies.

EDUCATION

Master of Science – Biological Sciences, California State University Hayward
Certificate in Educational Facility Planning UCR Extension, currently enrolled

Client References

| PROJECT | CONTACT |
|---|---|
| Earlimart School District <ul style="list-style-type: none"> Demographics and Boundary Study | Sandra M. Rivera, Superintendent 785 East Center Avenue Earlimart, CA 93219 (661) 849-4241 |
| Burton School District <ul style="list-style-type: none"> Demographics and Boundary Study | Dr. Sharon Kamberg, Superintendent 264 N. Westwood Street Porterville, CA 93257 (559) 781-8020 |
| Morgan Hill Unified School District <ul style="list-style-type: none"> Demographics and GIS Services | Anessa Espinosa, Director Facilities/Maintenance 15600 Concord Circle Morgan Hill, CA 95037 (408) 201-6000 |
| Visalia Unified School District <ul style="list-style-type: none"> Facility Master Planning services and Boundary Study | David Loverin, Director I – Admin Services 5000 West Cypress Avenue Visalia, CA 93277 (559) 730-7300 |
| Vacaville Unified School District <ul style="list-style-type: none"> Demographics and GIS Services | Leigh A. Coop, Director of Facilities 401 Nut Tree Road Vacaville, CA 95687 (707) 453-6139 |
| Fairfield-Suisun Unified School District <ul style="list-style-type: none"> District-Wide Facility Master Planning services | Kim Van Gundy, Director – Facilities & Construction 2490 Hilborn Road Fairfield, CA 94534 (707) 399-50000 |
| Central Unified School District <ul style="list-style-type: none"> Demographics and Boundary Study | Kelly Porterfield, Asst. Supt. Chief Business Officer 4605 N. Polk Avenue Fresno, CA 93722 (559) 274-4700 |
| Rocklin Unified School District <ul style="list-style-type: none"> Demographics and Boundary Study | Sue Wesselius, Director of Facilities 2615 Sierra Meadows Drive Rocklin, CA 95677 (916) 630-3188 |

YUBA COUNTY PLAN FOR PROVIDING EDUCATIONAL SERVICES TO EXPELLED YOUTH

APPROVED BY THE
YUBA COUNTY BOARD OF EDUCATION

Original approved June 3, 1996

DRAFT Updated April, 2015
Update Approved June 2015

Yuba County Office of Education
Scotia Holmes Sanchez, Ed.D.
County Superintendent of Schools

OVERVIEW

Education Code 48926 requires a countywide plan, which shall include the following provisions:

- a. Enumerate existing educational alternatives for expelled youth
- b. Identify gaps in educational services to expelled pupils
- c. Identify strategies for filling those gaps in services
- d. Identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Educational programs within Yuba County provide a variety of opportunities for students who are in need of traditional and/or alternative education programs. Local school districts offer a broad spectrum of program options within their respective schools. The Yuba County Office of Education operates a County Community School.

Early intervention strategies on comprehensive school sites, alternative programs on and off comprehensive school sites, and/or referral to the Yuba County Office of Education program respond to student diversity and community needs providing opportunity for academic success for all kindergarten-twelfth grade public school students living in Yuba County.

Each district provides a comprehensive system of intervention strategies which include, but are not limited to, Positive Behavior Intervention Support (PBIS), counseling, student study teams, academic and emotional assessments, parent trainings, in-school suspensions, off-campus suspensions, Special Education Services, after school activities, and student/parent/school contracts.

There are students whose behavior constitutes grounds for discipline and possible referral for expulsion from school. The District may, and in some cases is required to, recommend expulsion to the Governing Board for those students whose behavior endangers other students and/or staff. In addition, each district and the County Office of Education participate with law enforcement agencies to provide Probation Officers on some school campuses throughout the county. These officers act as intervention specialists to work with student behavior to avoid suspension and expulsion.

The Yuba County Office of Education, the local school districts, and the Yuba County Probation Office have entered into a variety of agreements in which partnerships between the organizations supply a network of support for students at-risk of truancy, expulsion, and in violation of the law. Through this referral system, all students are guaranteed school placement at all times.

Each student whose behavior has resulted in expulsion is given a Rehabilitation Plan that is designed by the district explaining the conditions the expelled student must meet in order to return to the district. The rehabilitation plan may involve one or more of the options outlined. A student who is simply in need of an educational alternative may also access Alternative Education programs throughout the county with a district and/or county referral process.

Education Code 48926

Each County Superintendent of Schools in counties that operate community schools pursuant to Section 1980, in conjunction with superintendents of the school districts within the county, shall develop a plan for providing education services to all expelled pupils in that county. The plan shall be adopted by the governing board of each school district within the county and by the county board of education.

The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and identify strategies for filling those service gaps. The plan shall also identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Each county superintendent of schools, in conjunction with the superintendents of the school districts, shall submit to the Superintendent of Public Instruction the county plan for providing educational services to all expelled pupils in the county no later than June 30, 1997, and shall submit a triennial update to the plan to the Superintendent of Public Instruction, including the outcome data pursuant to Section 48916.1, on June 30th thereafter.

Education Code 48916.1

(a) At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an education program is provided to the pupil who is subject to the expulsion order for the period of the expulsion. Except for pupils expelled pursuant to subdivision (d) of Section 48915, the governing board of a school district is required to implement the provisions of this section only to the extent funds are appropriated for this purpose in the annual Budget Act or other legislation, or both.

(b) Notwithstanding any other provision of law, any educational program provided

pursuant to subdivision (a) may be operated by the school district, the county superintendent of schools, or a consortium of districts or in joint agreement with the county superintendent of schools.

(c) Any educational program provided pursuant to subdivision (b) may not be situated within or on the grounds of the school from which the pupil was expelled.

(d) If the pupil who is subject to the expulsion order was expelled from any of kindergarten or grades 1 to 6, inclusive, the education program provided pursuant to subdivision (b) may not be combined or merged with educational programs offered to pupils in any of the grades 7 to 12, inclusive. The district or county program is the only program required to be provided to expelled pupils as determined by the governing board of the school district. This subdivision, as it relates to the separation of pupils by grade levels, does not apply to community day schools offering instruction in any of kindergarten and grades 1 to 8, inclusive, and established in accordance with Section 48660.

(e) (1) Each school district shall maintain the following data:

- (A) The number of pupils recommended for expulsion.
- (B) The grounds for each recommended expulsion.
- (C) Whether the pupil was subsequently expelled.
- (D) Whether the expulsion order was suspended.
- (E) The type of referral made after the expulsion.
- (F) The disposition of the pupil after the end of the period of expulsion.

(2) The Superintendent may require a school district to report this data as part of the coordinated compliance review. If a school district does not report outcome data as required by this subdivision, the Superintendent may not apportion any further money to the school district pursuant to Section 48664 until the school district is in compliance with this subdivision. Before withholding the apportionment of funds to a school district pursuant to this subdivision, the Superintendent shall give written notice to the governing board of the school district that the school district has failed to report the data required by paragraph (1) and that the school district has 30 calendar days from the date of the written notice of noncompliance to report the requested data and thereby avoid the withholding of the apportionment of funds.

(f) If the county superintendent of schools is unable for any reason to serve the expelled pupils of a school district within the county, the governing board of that school district may enter into an agreement with a county superintendent of schools in another county to provide education services for the district's expelled pupils.

EXISTING COUNTY AND DISTRICT ALTERNATIVES FOR EXPELLED STUDENTS

Students who are expelled will be referred to an educational program deemed appropriate by the district of residency. The district continues to maintain responsibility for developing a Rehabilitation Plan for the student and ensuring that an educational program is provided. Students that are not successful in the expulsion placement will be referred back to their school district of residency.

The governing board of each school district will determine which educational alternatives are appropriate and available. Educational alternatives throughout Yuba County for students recommended for expulsion include, but are not limited to the following options:

1. Expulsion, suspended order, with placement on the same school campus.
2. Expulsion, suspended order, with placement on a different school campus within the district.
3. Expulsion, suspended order, with placement in District Independent Study, if the parent consents.
4. Expulsion, suspended order, with subsequent transfer to another district.
5. Expulsion with referral to a District Community Day School program, if available.
6. Expulsion with subsequent transfer to another district.
7. Expulsion with referral to the Yuba County Office of Education Community School program.

YUBA COUNTY OFFICE OF EDUCATION

The Yuba County Community School maintains a standing policy of accepting students who have been expelled by their district of residence providing there is space available. Expelled students who are referred to the Yuba County Office of Education Community School will have an Individual Learning Plan developed by a Student Study Team (SST). The SST will be comprised of the student, parents, and both the referring and receiving school staff.

Part of this plan may include a goal of returning to the district of residence. Each district is responsible to provide each student with a district expulsion plan clearly defining what the student must do before returning to the District.

Expelled students who fail to meet the terms and conditions of their rehabilitation plan after their expulsion is over, may continue to be enrolled in their alternative education program. Students can continue in those programs until accepted back into their district or until they graduate.

Thomas E. Mathews Community School meets the challenging needs of those identified as the most at risk students in the county through a variety of specialized programs including:

- a. A WASC accredited high school diploma program.
- b. Classroom based seat time or independent study programs.
- c. Full time Probation Officer on site.

- d. Mental Health Counselor on site.
- e. Small class sizes.
- f. High teacher/staff to student ratio.
- g. Career Technical Education courses on site.
- h. Character-based Literacy - a character education and language arts integrated project, which promotes positive school practices by which students become good people, good citizens.
- i. PBIS (Positive Behavior Interventions and Supports) – a research-based, interactive school-wide approach that focuses on positive behavior outcomes, practices and systems within the school community.
- j. Restorative Justice Practices - the practice of shifting traditional discipline to a focus of the harm caused and how to restore relationships.
- k. Reconnecting Youth - A course that increases student involvement in healthy social activities and engages them in activities that increase bonding to their school.
- l. OdysseyWare Credit Recovery- web-based program to earn credits toward returning to school of origin on track to graduate with a high school diploma.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Marysville Joint Unified School district offers Marysville Opportunity School, a seat time for expelled K-6 grade, and Community Day School for expelled 7th through 12th grade.

WHEATLAND UNION HIGH SCHOOL DISTRICT

Wheatland Union High School District offers ninth through twelfth grade expelled students' placement in the Wheatland Community Day School.

WHEATLAND SCHOOL DISTRICT

The Wheatland School District refers students (7-8th grade) to the Yuba County Office of Education alternative programs, or their Opportunity Classroom located at the Bear River Elementary School.

CAMPTONVILLE UNION ELEMENTARY SCHOOL DISTRICT

Due to their significantly remote location, Camptonville Union School District refers students to YCOE programs, or enters into agreement with districts in contiguous counties due to close geographic proximity.

PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT

Plumas Lake Elementary School District refers students to either the Yuba County Community School, or Wheatland Elementary School District Opportunity Classroom.

GAPS IN EDUCATIONAL SERVICES FOR EXPELLED STUDENTS

1. District enrollment in Yuba County ranges from large schools located in Marysville to smaller schools located in the outlying areas of the foothills and Wheatland. Camptonville is located in an isolated rural section of the mountains, about 50 miles from Marysville.
 - a. Strategy: The strategy for addressing educational programs for expelled students from these outlying districts is to maintain a county community school that delivers an Independent Study curriculum and full day programs, as well as District run Community Day Schools in Marysville and Wheatland.
 - b. Success/Obstacles: This strategy has successfully made a range of educational options available to expelled students in Yuba County.
 - c. Update to Plan: This strategy remains in effect.
2. A student expelled under E.C. 48915 by a district could potentially reoffend under E.C. 48915, during their placement in district alternatives or a county community school, resulting in referral back to the district of residence.
 - a. Strategy: Students who are placed in Yuba County Community School through the expulsion process receive additional support in order to change behaviors in order to stay in school.
 - b. Success/Obstacles: Community School placements afford students multiple chances and supports to effect positive changes in behavior. When students/parents do not take advantage of the established school plan, students can pose a danger to other students or staff. Sometimes expelled students express a desire to circumvent established supports in order to be asked to leave or get expelled from all school programs.
 - c. Update to Plan: Parents, students, and educators as well as personnel from other involved agencies such as probation department will meet to establish guidelines for behavior and academic support. An Individual Learning Plan (ILP) will be developed for each student that addresses their academic, social/emotional, and behavioral needs. When a student poses a grave danger to other students in the alternative programs, the student will be referred back to the district of physical residence. Dan Avenue Day Treatment Program is an alternative for students on probation that need extensive counseling services. When all educational options available to Yuba County have been exhausted, placement in a contiguous county will be explored.
3. Students who are expelled in grades K-6 do not have the same educational alternatives available, as do students in grades 7 – 12. Students in grades K-6 are

also expelled at a much lower rate than students in grades 7 – 12. These two factors, together with the requirement that educational services for students in grades K – 6 cannot be merged or combined with services to students in grades 7 – 12 make it very difficult to identify an educational placement for the expelled K-6 student.

- a. Strategy: The strategy for addressing this problem is to implement consistent systems of positive behavior prevention and intervention at each school site, countywide.
 - b. Success/Obstacles: There are very limited numbers of expelled students in grades K – 6, although the probation department has indicated the number of younger students committing criminal offenses continues to rise.
At this level, the schools are committed to recognizing potential problematic behaviors before they escalate to an expulsion offense. In addition, many elementary schools have put behavior and academic support and intervention systems in place in order to allow for increased positive success for all students. Anti-bullying training for educators, character education, and parenting education classes, offered at Yuba County Office of Education and District Schools, also have contributed to safer school environments and a limited number of elementary school expulsions.
 - c. Update to Plan: The elementary districts will use all their local alternatives to provide educational programs for their expelled students. In the event the numbers would warrant the establishment of a separate program, the Yuba County Office of Education would enter into a cooperative agreement with the elementary districts to establish an elementary grade level alternative program. Schools will be proactive in recognizing problematic behaviors and establish appropriate support for the student. Parents, school administrators, teachers, and other agencies will meet as needed to develop appropriate plans for identified students.
4. In all cases, each school district is responsible to insure appropriate educational services to its expelled students.
- a. Strategy: Yuba County Office of Education Community School provides state approved and/or board adopted texts and curriculum aligned with Common Core standards and has been WASC accredited.
 - b. Success/Obstacles: Schools in Yuba County have been proactive in recognizing the academic and behavioral support needs of the students. When a student is not successful in a particular program, a meeting is held inviting representatives of other programs to discuss possible alternatives, or a referral is made to an alternative program. Administrators have worked with a spirit of cooperation to meet the needs of students before they resort to behaviors that would warrant expulsion.

- c. Update to Plan: All schools will follow established IDEA guidelines for services to students identified eligible for Special Education Services.

Enumerate the educational services that are currently available and outline strategies for improvement during the next three years.

The same educational services enumerated in this report are available today. Strategies continue to be in place to offer all students quality alternative educational placement no matter what their expulsion status. The Yuba County Office of Education and Yuba County School Districts will continue to work closely together to be proactive in recognizing potential problems and take steps necessary to provide each student with the necessary academic and behavioral supports in order to avoid behaviors that mandate expulsion. Gang intervention programs, anti-bullying campaigns, Developmental Assets, and Character Education programs are available to school staff and students. Parent education opportunities exist in both County and District schools. Parents are encouraged to voice concerns so schools can be proactive in developing strategies for improvement over the next three years.

Specifically, identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

School support teams will meet with students and parents of students who fail to meet the terms and conditions of their rehabilitation plan. Avenues will be explored to make sure expelled students are placed in a program that connects with the student's learning style and provides necessary academic support. Additional services may include mental health services, health/vision screening, and/or family intervention services.

Students who continue to pose a danger to other district pupils and pupils in alternative settings, as determined by the governing board, have a limited number of options available to them. Independent Study options will be available to these students until the safety of other students can be ensured if they are placed in a classroom setting. School support teams will meet with students and parents of students who pose a danger to other students. Avenues will be explored to make sure expelled students are placed in a program that connects with the student's learning style and provides necessary academic support. Additional services may include mental health services, health/vision screening, and/or family intervention services as district funding permits. Agreements with contiguous counties for placement in other schools will be explored in the event a change of school for the expelled student will not pose a danger to students in the receiving school.

YUBA COUNTY OFFICE OF EDUCATION PLAN FOR PROVIDING EDUCATIONAL SERVICES TO EXPELLED STUDENTS

California Education Code Section 48926 requires each county superintendent of schools, in conjunction with the superintendents of the school districts within the county, to develop a plan for providing education services to all expelled pupils in that county. It further required that the governing board of each school district within the county and the county board of education adopt the plan. Finally, this Section requires that "each county superintendent of schools, in conjunction with the superintendents of the school districts, . . . shall submit a triennial update to the plan." In order to satisfy the legal requirement for a triennial update on the plan, I submit the following request on behalf of my district.

As superintendent I would like to request that the June 2015 revised version of the board policy addressing educational services to expelled students that was adopted by our district governing board in the 1996-1997 school year be submitted for the triennial update.

Marysville Joint Unified School District

Date of Board Approval

Plumas Lake Elementary School District

Date of Board Approval

Wheatland School District

Date of Board Approval

Wheatland Union High School District

Date of Board Approval

Camptonville Union School District

Date of Board Approval

Yuba County Superintendent of Schools

Date of Board Approval

**American Indian Education Program
Marysville Joint Unified School District
Consortium Agreement**

For the purpose of applying for the School Year 2015-2016 Indian Education Formula Grant, year 2 in a 4-year grant, it is acknowledged by the members of this consortium that Marysville Joint Unified School District will be the lead Local Education agency (LEA) in the application for the Formula Grants to Local Education Agencies (CDFA 84.060) authorized in Elementary and Secondary Education Act.

General Agreement:

- A. We will meet the federal requirements attached (34 CFR 75.127-129).
- B. No member LEA is submitting a separate application as an individual LEA for this same grant.
- C. Each LEA member is legally and individually responsible to:
 - 1. Carry out the activities we agree to perform; and
 - 2. Use any funds that we receive, if applicable, in accordance with Federal requirements that apply to the grant, including the parent consultation and committee requirements below.

Parent Consultation and Committee requirements:

- A. The local program for which we seek funding ("Indian Education Program") was developed in open consultation with parents of Indian children and teachers (and Indian students from secondary schools). We held public hearings to provide individuals in each member LEA a full opportunity to understand the program and to offer recommendations regarding the program.
- B. The public hearings were held geographically to offer convenient location to all member LEA populations in the following areas: Marysville, Live Oak, Sutter, Yuba City, Wheatland and Plumas Lake. Legal notices were placed in the Appeal Democrat and notices were mailed out to each LEA Superintendent, each LEA Board of Trustees and all families served by the program.
- C. The Indian Education Program was developed with the participation and written approval of a Parent Committee consisting of Parents representing each of the LEA's in the consortium, Teachers and Secondary students meeting federal requirements (section 7113(c) of the ESEA, Title VII, Part A.).
- D. The Parent Committee has written policies and procedures (Bylaws), including those relating to the hiring of personnel, that will ensure that the Indian Education Program will be operated and evaluated in consultation with, and with the involvement of: parents of children in each LEA representing each area to be served.

Comprehensive Program

These grant funds will be used to carry out, in each member LEA, a comprehensive program for meeting the needs of Indian children, including their language and cultural needs, consistent with federal requirements (ESEA section 7115, 20 USC 7425). The particular activities for this grant will be:

- 1. Academic Tutoring in Math and English Language Arts --either individually or in small groups as determined by the education program the student is enrolled in and ensuring the best interests of the student.
- 2. American Indian cultural activities as determined by AI Parent Committee
- 3. Classroom presentations
- 4. Field trips
- 5. Quarterly newsletter announcing program activities
- 6. Cultural special events and other Cultural workshops
- 7. Help in choosing a college or other continuing education program
- 8. Help in finding financial aid for college
- 9. Referral service for other Indian agencies, activities and events
- 10. Help with researching Tribal Ancestry

Lead LEA (Lead Education Agency)

- A. The lead consortium member is (Marysville Joint Unified School District, which will act on behalf of all consortium member LEAs.
- B. This agreement binds each member of the group to every statement and assurance made by the lead application in the application.
- C. The lead LEA, Marysville Joint Unified School District is legally responsible for:
 1. The use of all grant funds;
 2. Ensuring that the project is carried out by the group in accordance with Federal requirements; and
 3. Ensuring that indirect cost funds are determined as required by federal regulations (34 CFR 75.564).

Marysville Joint Unified School District

Dr. Gay Todd, Superintendent

Date

Britton Elementary School District


Staci Kaelin, Superintendent

4-24-15
Date

Camptonville Unified School District


Sandra Ross, Superintendent


4-27-15
Date

Franklin Elementary School District


Lisa Shelton, Superintendent

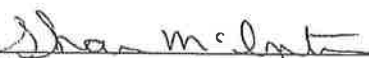
4-23-15
Date

Live Oak Unified School District


Mathew Gulbrandsen, Superintendent


4-24-15
Date

Marcum Illinois School District


Sharon McIntosh, Superintendent


4-23-15
Date

Nuestro Elementary School District


Joe Hendrix, Superintendent

4-28-15
Date

Plumas Lake Elementary School District


Jeff Roberts, Superintendent


4/27/15
Date

Sutter County Office of Education


Bill Cornelius, Superintendent


4/24/15
Date

Wheatland Elementary School District


Craig Guensler, Superintendent

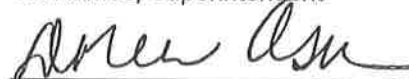
4/23/15
Date

Wheatland High School District


Vic Ramos, Superintendent

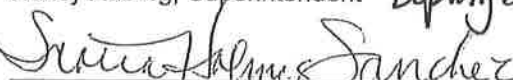
4/23/15
Date

Yuba City Unified School District


Nancy Aaberg, Superintendent Deputy Supt

4/24/15
Date

Yuba County Office Of Education


Dr. Scotia Holmes Sanchez, Superintendent

4/23/15
Date

Sutter Union High District


Ryan Robinson, Superintendent

4-24-15
Date

22 by Chris Selkirk

**Districts served by
Marysville Joint Unified School District's
American Indian Education Program:**

| DISTRICT | TOTAL NUMBER OF STUDENTS ENROLLED | TOTAL NUMBER OF INDIAN STUDENTS IDENTIFIED BY THE AIEP |
|--|--|---|
| Brittan Elementary School District | 463 | 17 |
| Camptonville Unified School District | 485 | 25 |
| Franklin Elementary School District | 480 | 7 |
| Live Oak Unified School District | 1,757 | 27 |
| Marysville Joint Unified School District | 9,543 | 1,226 |
| Marcum Illinois Elementary School District | 2,277 | 10 |
| Nuestro Elementary School District | 885 | 11 |
| Plumas Lake Elementary School District | 1,183 | 14 |
| Sutter High School District | 698 | 20 |
| Sutter County Office of Education | 420 | 9 |
| Wheatland High School District | 752 | 13 |
| Wheatland Union School District | 1,254 | 23 |
| Yuba City Unified School District | 13,401 | 196 |
| Yuba County Office of Education | 627 | 81 |
| | | |
| | | |
| Totals | 34,225 | 1,679 |

Education Department General Administrative Regulations

Group Applications

☐ 75.127 **Eligible parties may apply as a group.**

- (a) Eligible parties may apply as a group for a grant.
- (b) Depending on the program under which a group of eligible parties seeks assistance, the term used to refer to the group may vary. The list that follows contains some of the terms used to identify a group of eligible parties:
 - (1) Combination of institutions of higher education
 - (2) Consortium
 - (3) Joint applicants
 - (4) Cooperative arrangements

(Authority: 20 U.S.C. 1221e-3 and 3474)

☐ 75.128 **Who acts as applicant; the group agreement.**

- (a) If a group of eligible parties applies for a grant, the members of the group shall either:
 - (1) Designate one member of the group to apply for the grant; or
 - (2) Establish a separate, eligible legal entity to apply for the grant.
- (b) The members of the group shall enter into an agreement that:
 - (1) Details the activities that each member of the group plans to perform; and
 - (2) Binds each member of the group to every statement and assurance made by the applicant in the application.
- (c) The applicant shall submit the agreement with its application.

(Authority: 20 U.S.C. 1221e-3 and 3474)

☐ 75.129 **Legal responsibilities of each member of the group.**

- (a) If the Secretary makes a grant to a group of eligible applicants, the applicant for the group is the grantee and is legally responsible for:
 - (1) The use of all grant funds;
 - (2) Ensuring that the project is carried out by the group in accordance with Federal requirements; and
 - (3) Ensuring that indirect cost funds are determined as required under 75.564(e).
- (b) Each member of the group is legally responsible to:
 - (1) Carry out the activities it agrees to perform; and
 - (2) Use the funds that it receives under the agreement in accordance with Federal requirements that apply to the grant.

(Authority: 20 U.S.C. 1221e-3 and 3474)

(45 FR 22497, April 3, 1980. Redesignated at 45 FR 77368, November 21, 1980, as amended at 59 FR 59581, November 17, 1994)

Additional Program Assurances for 84.060 - Indian Education Formula Grants Required for ALL Applications

1. If the applicant is an LEA, it assures that funds received under this program will be used only to supplement the level of funds that, in the absence of the Federal funds made available under this program, the LEA would make available for the education of Indian children, and not to supplant such funds. (Section 7114(c)(1) of Part A, Title VII)
2. It assures that it will submit a performance report, or, for the last year of a project, a final report, that evaluates at least annually:
 - (a) the grantee's progress in achieving the objectives in its approved application;
 - (b) the effectiveness of the project in meeting the purposes of the program; and
 - (c) the effect of the project on participants being served by the project. (34 CFR 75.590)
3. It assures that it will cooperate in any evaluation of the program by the Secretary. (34 CFR 75.591)
4. It assures that the program for which funds are sought is based on a comprehensive local assessment and prioritization of the unique educational and culturally related academic needs of the American Indian and Alaska Native students for whom the LEA is providing an education. (Section 7114(c)(3) of Part A, Title VII)
5. It assures that it will use the best available talents and resources, including persons from the Indian community. (Section 7114(c)(3) of Part A, Title VII)
6. It assures that it has developed the project for which application is made (a) in open consultation with parents of Indian children and teachers and, if appropriate, Indian students from secondary schools, including through public hearings held to provide a full opportunity to understand the program and to offer recommendations regarding the program; and (b) with the participation of a parent committee selected in accordance with section 7114(c) of the statute; and (c) with the written approval of that parent committee. (Section 7114(c)(3)(4) of Part A, Title VII)
7. It assures, if it is a local educational agency, that the parent committee will adopt and abide by reasonable by-laws for the conduct of the activities of the committee. (Section 7114(c)(4) of Part A, Title VII)
8. It assures that the policies and procedures, and sets forth such policies and procedures, including policies and procedures relating to the hiring of personnel, will ensure that the program will be operated and evaluated in consultation with, and with the involvement of, parents of the children, and representatives of the area, to be served. (Section 7114(c)(4) of Part A, Title VII)
9. It assures that an application for inclusion of these program funds in a Title I school-wide project, has been approved, in writing, by the parent committee and that the parent committee was allowed to review the application in a timely fashion, has determined that the program will not diminish the availability of culturally related activities for American Indians and Alaska Native students, and has determined that the Title I schoolwide project meets the purpose of the Indian education formula grant program. (Sections 7114(c)(4)(D) and 7115(c) of Part A, Title VII)
10. It assures that it will directly administer or supervise the administration of the project. (34 CFR 75.701)
11. It assures that it will keep records related to grant funds, program compliance and program performance and will afford the Secretary access to these records as the Secretary may find necessary to assure the correctness and verification of reports made by the applicant. (34 CRR sections 75.730-.732)
12. It assures that it has fiscal control and fund accounting procedures that insure proper disbursement of and accounting for Federal funds. (34 CFR 75.702)

13. Pursuant to Section 9306(a) of the Elementary and Secondary Education Act, it assures that:

- The program will be administered in accordance with all applicable statutes, regulations, program plans and application;
- The control of funds provided under the program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities and who will administer these funds and property to the extent required by the authorizing statute;
- The applicant will adopt and use proper methods of administering the program, including – the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out the program; and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation;
- The applicant will cooperate in carrying out any evaluation of the program conducted by or for the State education agency (SEA), the Secretary or other Federal officials;
- The applicant will use fiscal control and funds accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to the applicant under this program;
- The applicant will make reports, maintain records, provide information, and afford access to the State education agency and the Secretary as may be necessary to enable the SEA and the Secretary to carry out and perform their duties under this program; and
- Before the application is submitted, the applicant affords a reasonable opportunity for public comment on the application and has considered those comments.

Dear Applicant,

Under the Title VII legislation, the Indian Parent Committees have a critical role in participating and contributing to a school district's dialogue and decision-making process benefitting the education of American Indian/Alaska Native (AI/AN) students. Because of the crucial role the Indian Parent Committee (PC) has in the approval process of the Title VII Formula application, the Office of Indian Education (OIE) would like to provide some guidance in signing the Parent Committee Approval form (PCA form). This letter is to assist Indian Parent Committees and school districts in completing the Indian PCA form.

The PCA form meets the basic eligibility requirements of the Title VII legislation required to apply for a Title VII Formula grant and must be completed during Part II of the EASIE online application. The participation and written approval of the parent committee's signatures on the PCA form must be obtained and submitted with the application. The signatures on the form signify that the parent committee has had an opportunity to review and approve the application; and is signed by parents of Indian children in the LEA's schools; teacher(s) in the schools; and if appropriate, Indian students attending secondary schools of the agency. The PCA form acts as an approval document and does not serve as a roster of those in attendance at the meeting.

For parent committees in a consortium of LEAs, the parent committee can either select a single parent committee, who members are representative of all LEAs in the consortium submitting a single PCA form, or multiple parent committees, one from each LEA in the consortium submitting multiple PCA forms. PCA forms are not required for BIE schools (bureau operated or grant and contract) and eligible Indian tribes applying in lieu of an LEA which are not required to establish a parent committee.

The PC by-laws determine the number of PC members that are required for PC approval of the application; however, the PCA Forms must be signed by a majority of whose members are parents of Indian children.

If you have any questions or need further technical assistance on the Indian Parent Committee Approval form, please contact the Office of Indian Education program staff at (202) 260-3774.

Sincerely,

/s/

Joyce A. Silverthorne, Director
Office of Indian Education

PARENT COMMITTEE APPROVAL OF A TITLE VII FORMULA GRANT PROGRAM

(Note: Not applicable to elementary and secondary schools funded by the Bureau of Indian Education or tribes that apply in lieu of an LEA)

LEA Name: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
 Address: 1919 B STREET
 City/State: MARYSVILLE, CA Zip 95901

This certifies that the Parent Committee for the above LEA has participated in the development of the application herein submitted and approves the proposed project.

(Note: The LEA and Parent Committee (PC) are to locally determine the number of PC members that are required for PC approval of the application.)

| | | | |
|---|------------------------|--|------------------------|
| <u>Wayne J. Ozer</u> Name, Co-Chairperson | <u>4-29-15</u> Date | <u>Andy Hill</u> Name, Co-Chairperson | <u>4-29-15</u> Date |
| <u>Beverly Neal</u> Name, Vice Chairperson/Nuestro | <u>4-29-15</u> Date | <u>Dante Arce (Parent)</u> Name, MJUSD, Title | <u>4-29-15</u> Date |
| <u>Bernice Stark</u> Name, YCOE, Title | <u>4-29-15</u> Date | <u>Judith Stee</u> Name, SCOE, Title | <u>4-29-15</u> Date |
| <u>Charmy Ozer - parent</u> Name, Camptonville, Title | <u>4-29-15</u> Date | <u>Jonny Beaver, Parent</u> Name, Wheatland Elem, Title | <u>4-29-15</u> Date |
| <u>Jonny Beaver Parent</u> Name, Wheatland High, Title | <u>4-29-15</u> Date | <u>Angela Moss, Parent</u> Name, Live Oak, Title | <u>4-29-15</u> Date |
| <u>Ania Wideman</u> Name, Sutter High, Title | <u>4/29/15</u> Date | <u>Ania Wideman</u> Name, Brittan, Title | <u>4/29/15</u> Date |
| <u>Bruce</u> Name, Plumas Lake, Title | <u>4-29-15</u> Date | <u>Bruce</u> Name, Marcum-Illinois, Title | <u>4-29-15</u> Date |
| <u>Andy Hill - parent</u> Name, Yuba City Unified, Title | <u>4-29-15</u> Date | <u>Kari Coutts, Parent</u> Name, Franklin, Title | <u>4-29-15</u> Date |
| <u>Kathleen Shaw Teacher</u> Name, Teacher | <u>4-29-15</u> Date | <u>Diana Nolasco</u> Name, Student Representative | <u>4-29-15</u> Date |
| <u>Jonny Beaver Teacher</u> Name, Teacher | <u>4/30/15</u> Date | | |

Check the type of application submitted. Check only one box:

☒ The application submitted is for a regular formula grant project.

☐ The application submitted will include project funds in a Title I school-wide program. The Parent Committee also certifies it had an opportunity to review the program in a timely fashion and determines that the school wide program is consistent with the purpose of the formula grant program and does not diminish the availability of culturally-relevant activities.

☐ The application submitted will consolidate Federal programs funded for the purpose of providing education and related services to Indian students. The Federal funds identified within the budget to be consolidated are those that are allocated under a statutory or administrative formula for the purposes of providing education and related services that would be used to Indian students (see *Integration of Services under Section 7116*).

**Formula Grant Electronic Application System for
Indian Education (EASIE Allocation 1 - Initial) School Year 2015-16**

OMB #: 1810-0021 OMB Expiration Date: 05/03/2016

Type of applicant: LEA (Consortium Leader)
Type of application: Regular formula grant program
Applicant name: **Marysville Joint Unified School District**
Address: 1919 B Street
City, State, Zip: Marysville, CA 95901
Applicant DUNS Number: 100122274
Applicant NCES Number: 0624090
Applicant PR Award number: S060A150995

Allocation 1 - Initial 2015-16 Allocation: \$328,094
Grant award start date: July 01, 2015 12:00 AM
Grant award end date: June 30, 2016 12:00 AM
Application Part II version: 1.0
Total Indian student count: 1,679
Total student enrollment: 34,225

Participating LEAs:

LEA name: Marysville Joint Unified School District
City, State: Marysville, CA
NCES number: 0624090
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 9,543
Indian student count: 1,226
Increase of 10% or more: N

LEA name: Yuba County Office of Education
City, State: Marysville, CA
NCES number: 0691048
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 627
Indian student count: 81
Increase of 10% or more: N

LEA name: Camptonville Academy
City, State: Camptonville, CA
NCES number: 0607260
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 485
Indian student count: 25
Increase of 10% or more: Y

LEA name: Plumas Elementary
City, State: Plumas Lake, CA
NCES number: 0631180
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 1,183
Indian student count: 14
Increase of 10% or more: N

LEA name: Wheatland Elementary
City, State: Wheatland, CA
NCES number: 0642330
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 1,254
Indian student count: 23
Increase of 10% or more: N

LEA name: Wheatland Union High
City, State: Wheatland, CA
NCES number: 06422350
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 752

Applicant name: Marysville Joint Unified School District
PR #: S060A150995
Page 2 of 9

| | |
|----------------------------|-----------------------------------|
| Indian student count: | 13 |
| Increase of 10% or more: | N |
| | |
| LEA name: | Sutter County Office of Education |
| City, State: | Yuba City, CA |
| NCES number: | 0691042 |
| Grades offered: | PK,K,1,2,3,4,5,6,7,8,9,10,11,12 |
| Student enrollment: | 420 |
| Indian student count: | 9 |
| Increase of 10% or more: | N |
| | |
| LEA name: | Britton Elementary |
| City, State: | Sutter, CA |
| NCES number: | 0606090 |
| Grades offered: | PK,K,1,2,3,4,5,6,7,8,9,10,11,12 |
| Student enrollment: | 463 |
| Indian student count: | 17 |
| Increase of 10% or more: | N |
| | |
| LEA name: | Franklin Elementary |
| City, State: | Yuba City, CA |
| NCES number: | 0614340 |
| Grades offered: | PK,K,1,2,3,4,5,6,7,8,9,10,11,12 |
| Student enrollment: | 480 |
| Indian student count: | 7 |
| Increase of 10% or more: | Y |
| | |
| LEA name: | Live Oak Unified School District |
| City, State: | Live Oak, CA |
| NCES number: | 0622050 |
| Grades offered: | PK,K,1,2,3,4,5,6,7,8,9,10,11,12 |
| Student enrollment: | 1,757 |
| Indian student count: | 27 |
| Increase of 10% or more: | N |
| | |
| LEA name: | Marcum-Illinois Union Elementary |
| City, State: | East Nicholas, CA |
| NCES number: | 0623800 |
| Grades offered: | PK,K,1,2,3,4,5,6,7,8,9,10,11,12 |
| Student enrollment: | 2,277 |
| Indian student count: | 10 |
| Increase of 10% or more: | N |
| | |
| LEA name: | Nuestro Elementary |
| City, State: | Live Oak, CA |
| NCES number: | 0627750 |
| Grades offered: | PK,K,1,2,3,4,5,6,7,8,9,10,11,12 |
| Student enrollment: | 885 |
| Indian student count: | 11 |
| Increase of 10% or more: | Y |
| | |
| LEA name: | Sutter Union High District |
| City, State: | Sutter, CA |
| NCES number: | 0638610 |
| Grades offered: | PK,K,1,2,3,4,5,6,7,8,9,10,11,12 |
| Student enrollment: | 698 |
| Indian student count: | 20 |
| Increase of 10% or more: | N |
| | |
| LEA name: | Yuba City Unified School District |
| City, State: | Yuba City, CA |
| NCES number: | 0643470 |
| Grades offered: | PK,K,1,2,3,4,5,6,7,8,9,10,11,12 |
| Student enrollment: | 13,401 |
| Indian student count: | 196 |
| Increase of 10% or more: | N |
| | |
| Application Timeframe: | Multi-Year |
| Current Application Cycle: | Year 2 Of 4 |

Applicant name: Marysville Joint Unified School District
PR #: S060A150995
Page 3 of 9

2.2 Coordination of Service

2.2.1 Coordination of Services with Formula Grant Programs

| Programs | (a) Is this Program Available? | (b) Is this Program coordinated with Title VII Services? | Program Type |
|---|--------------------------------|--|--------------|
| Title I | Yes | No | Federal |
| Homeless Child and Youth | Yes | No | Federal |
| Title III: English Language Acquisition | Yes | No | Federal |
| School Improvement Grants | Yes | No | Federal |
| Rural and Low-Income School Program | No | No | Federal |
| Impact Aid | Yes | No | Federal |
| Migrant Education | No | No | Federal |
| Johnson OMALLEY | Yes | Yes | Federal |
| AIECE | Yes | Yes | State |

2.2.2.1 Description of Coordination of Services for American Indian/Alaska Native Students

The American Indian Education Program of Marysville, with Marysville Joint Unified School District as the LEA, receives funds from Title VII, Johnson O'Malley, and, if granted, American Indian Early Childhood Education Program (funded by California Department of Education). The State-funded AIECE is a competitive grant that we have been awarded during the 2013-14 school year. Funding is specifically for American Indian students at two rural schools. The AIECE program funds are separate from the services offered by the federally-funded programs (Title VII and JOM). We will be applying for the AIECE for 2014-15 school year but may not be awarded. Less than 20 LEA's are awarded state funding. Johnson O'Malley funds are specifically for identified American Indian students eligible to receive JOM services at all schools in the consortium. The services offered by Title VII are for all identified American Indian students at all schools in the consortium.

2.2.3 Coordination of Services Professional Development

| Staff | Professional Development Opportunity | Content |
|---|--|--|
| All teachers and other school professionals | School-based coaching or mentoring | Cultural Awareness Education and Sensitivity |
| All teachers and other school professionals | Workshops/Sessions | Cultural Awareness Education and Sensitivity |
| All teachers and other school professionals | School-based coaching or mentoring | Integrating Indian- specific content into the general curriculum |
| All teachers and other school professionals | Workshops/Sessions | Integrating Indian- specific content into the general curriculum |
| Teachers and other school professionals new to the Indian community | School-based coaching or mentoring | Cultural Awareness Education and Sensitivity |
| Teachers and other school professionals new to the Indian community | Workshops/Sessions | Cultural Awareness Education and Sensitivity |
| Teachers and other school professionals new to the Indian community | School-based coaching or mentoring | Integrating Indian- specific content into the general curriculum |
| Teachers and other school professionals new to the Indian community | Workshops/Sessions | Integrating Indian- specific content into the general curriculum |
| All teachers and other school professionals | Conferences, including national, regional, state, or LEA-sponsored | Indian Education-specific |

2.2.4.1 - 2.2.4.3 Dissemination and Use of Assessment Data

| Timeframe of Last Assessment(s) Conducted: | School Year: 2015-16 |
|--|--|
| Method of Dissemination to Indian Community and Parent Committee | <input checked="" type="checkbox"/> Public hearing for application <input checked="" type="checkbox"/> Parent Committee meeting <input checked="" type="checkbox"/> Within a written report <input checked="" type="checkbox"/> Posted on website <input type="checkbox"/> Other open meeting <input type="checkbox"/> Sent home with student <input type="checkbox"/> Radio Broadcast <input checked="" type="checkbox"/> Newsletter |
| How is LEA responding to findings of previous assessment(s)? | <input checked="" type="checkbox"/> No changes in services/programs <input type="checkbox"/> Modifications to services/programs at LEA level Please describe : <input type="checkbox"/> Modification to services/programs within project Please describe : |
| Public Hearing Date : 4/28/2015 | |

2.3.1.1 Indian Education Formula Grant Objectives and Data Sources

Objective: Increase school readiness

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

Services Provided

| Service | DataSource |
|--|--|
| Culturally-responsive early childhood programs and activities | Documents |
| Culturally-responsive early childhood programs and activities | Parent surveys, interviews, or focus groups |
| Culturally-responsive early childhood programs and activities | Documents |
| Culturally-responsive early childhood programs and activities | Student portfolios |
| Culturally-responsive early childhood programs and activities | Teacher surveys, interviews, or focus groups |
| Curriculum development integrating local knowledge, language and culture | Parent surveys, interviews, or focus groups |
| Curriculum development integrating local knowledge, language and culture | Student surveys, interviews, or focus groups |
| Curriculum development integrating local knowledge, language and culture | Documents |
| Curriculum development integrating local knowledge, language and culture | Administrator surveys, interviews, or focus groups |
| Curriculum development integrating local knowledge, language and culture | Teacher surveys, interviews, or focus groups |
| Cultural enrichment | Parent surveys, interviews, or focus groups |
| Cultural enrichment | Student surveys, interviews, or focus groups |
| Cultural enrichment | Documents |
| Cultural enrichment | Student portfolios |
| Cultural enrichment | Teacher surveys, interviews, or focus groups |
| Cultural enrichment | Parent surveys, interviews, or focus groups |
| Culturally-responsive academic support | Student surveys, interviews, or focus groups |
| Culturally-responsive academic support | Documents |
| Culturally-responsive academic support | Student portfolios |
| Culturally-responsive academic support | Teacher surveys, interviews, or focus groups |
| Culturally-responsive academic support | Parent surveys, interviews, or focus groups |
| Culturally-responsive academic enrichment | Student surveys, interviews, or focus groups |
| Culturally-responsive academic enrichment | Documents |
| Culturally-responsive academic enrichment | Non-standardized achievement test |
| Culturally-responsive academic enrichment | Student portfolios |
| Culturally-responsive academic enrichment | Teacher surveys, interviews, or focus groups |
| Student advocacy or leadership | Parent surveys, interviews, or focus groups |
| Student advocacy or leadership | Student surveys, interviews, or focus groups |
| Student advocacy or leadership | Documents |
| Student advocacy or leadership | Student portfolios |
| Student advocacy or leadership | Administrator surveys, interviews, or focus groups |
| Student advocacy or leadership | Teacher surveys, interviews, or focus groups |
| Student advocacy or leadership | Teacher surveys, interviews, or focus groups |
| Culturally-responsive mentoring | Parent surveys, interviews, or focus groups |
| Culturally-responsive mentoring | Student surveys, interviews, or focus groups |
| Culturally-responsive mentoring | Documents |
| Culturally-responsive mentoring | Student portfolios |
| Culturally-responsive mentoring | Administrator surveys, interviews, or focus groups |
| Culturally-responsive mentoring | Teacher surveys, interviews, or focus groups |
| Parent involvement | Parent surveys, interviews, or focus groups |
| Parent involvement | Student surveys, interviews, or focus groups |

Objective: Increase integration of Indian specific content into curriculum

Objective Target Grade Levels: Pre-K, Elementary school grades, High school grades

Services Provided

| Service | DataSource |
|--|--|
| Curriculum development integrating local knowledge, language and culture | Documents |
| Curriculum development integrating local knowledge, language and culture | Administrator surveys, interviews, or focus groups |
| Curriculum development integrating local knowledge, language and culture | Teacher surveys, interviews, or focus groups |
| Curriculum development integrating local knowledge, language and culture | Parent surveys, interviews, or focus groups |
| Curriculum development integrating local knowledge, language and culture | Student surveys, interviews, or focus groups |

Objective: Increase knowledge of cultural identity and awareness

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

Services Provided

| Service | DataSource |
|--|--|
| Culturally-responsive early childhood programs and activities | Documents |
| Culturally-responsive early childhood programs and activities | Non-standardized achievement test |
| Culturally-responsive early childhood programs and activities | Teacher surveys, interviews, or focus groups |
| Culturally-responsive early childhood programs and activities | Parent surveys, interviews, or focus groups |
| Culturally-responsive early childhood programs and activities | Student surveys, interviews, or focus groups |
| Curriculum development integrating local knowledge, language and culture | Documents |

| | |
|--|--|
| Curriculum development integrating local knowledge, language and culture | Non-standardized achievement test |
| Curriculum development integrating local knowledge, language and culture | Student portfolios |
| Curriculum development integrating local knowledge, language and culture | Teacher surveys, interviews, or focus groups |
| Curriculum development integrating local knowledge, language and culture | Parent surveys, interviews, or focus groups |
| Cultural enrichment | Student surveys, interviews, or focus groups |
| Cultural enrichment | Documents |
| Cultural enrichment | Non-standardized achievement test |
| Cultural enrichment | Student portfolios |
| Cultural enrichment | Teacher surveys, interviews, or focus groups |
| Cultural enrichment | Parent surveys, interviews, or focus groups |
| Culturally-responsive academic support | Documents |
| Culturally-responsive academic support | Non-standardized achievement test |
| Culturally-responsive academic support | Student portfolios |
| Culturally-responsive academic support | Teacher surveys, interviews, or focus groups |
| Culturally-responsive academic support | Parent surveys, interviews, or focus groups |
| Culturally-responsive academic enrichment | Student surveys, interviews, or focus groups |
| Culturally-responsive academic enrichment | Documents |
| Culturally-responsive academic enrichment | Administrator surveys, interviews, or focus groups |
| Culturally-responsive academic enrichment | Teacher surveys, interviews, or focus groups |
| Culturally-responsive academic enrichment | Parent surveys, interviews, or focus groups |
| College preparation | Student surveys, interviews, or focus groups |
| College preparation | Documents |
| College preparation | Student portfolios |
| College preparation | Teacher surveys, interviews, or focus groups |
| Career preparation | Parent surveys, interviews, or focus groups |
| Career preparation | Student surveys, interviews, or focus groups |
| Career preparation | Documents |
| Career preparation | Student portfolios |
| Student advocacy or leadership | Teacher surveys, interviews, or focus groups |
| Student advocacy or leadership | Parent surveys, interviews, or focus groups |
| Student advocacy or leadership | Student surveys, interviews, or focus groups |
| Student advocacy or leadership | Documents |
| Student advocacy or leadership | Student portfolios |
| Student advocacy or leadership | Parent surveys, interviews, or focus groups |
| Culturally-responsive mentoring | Student surveys, interviews, or focus groups |
| Culturally-responsive mentoring | Documents |
| Culturally-responsive mentoring | Student portfolios |
| Culturally-responsive mentoring | Parent surveys, interviews, or focus groups |
| Culturally-responsive mentoring | Student surveys, interviews, or focus groups |
| Substance abuse prevention | Documents |
| Family literacy with culturally-based materials | Student portfolios |
| Family literacy with culturally-based materials | Teacher surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Parent surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Student surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Student surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Documents |
| Parent involvement | Student portfolios |
| Parent involvement | Teacher surveys, interviews, or focus groups |
| Parent involvement | Parent surveys, interviews, or focus groups |
| Parent involvement | Student surveys, interviews, or focus groups |
| Parent involvement | Student surveys, interviews, or focus groups |

Objective: Enhance problem solving and cognitive skills development

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

Services Provided

| Service | DataSource |
|--|--|
| Culturally-responsive early childhood programs and activities | Documents |
| Culturally-responsive early childhood programs and activities | State standardized test |
| Culturally-responsive early childhood programs and activities | District benchmark assessment |
| Culturally-responsive early childhood programs and activities | Other standardized achievement test |
| Culturally-responsive early childhood programs and activities | School readiness screening |
| Culturally-responsive early childhood programs and activities | Non-standardized achievement test |
| Culturally-responsive early childhood programs and activities | Student portfolios |
| Culturally-responsive early childhood programs and activities | Parent surveys, interviews, or focus groups |
| Culturally-responsive professional development | Documents |
| Culturally-responsive professional development | Administrator surveys, interviews, or focus groups |
| Culturally-responsive professional development | Teacher surveys, interviews, or focus groups |
| Curriculum development integrating local knowledge, language and culture | Documents |
| Curriculum development integrating local knowledge, language and culture | Administrator surveys, interviews, or focus groups |
| Curriculum development integrating local knowledge, language and culture | Teacher surveys, interviews, or focus groups |
| Curriculum development integrating local knowledge, language and culture | Parent surveys, interviews, or focus groups |
| Curriculum development integrating local knowledge, language and culture | Student surveys, interviews, or focus groups |
| Cultural enrichment | State standardized test |
| Cultural enrichment | District benchmark assessment |
| Cultural enrichment | Other standardized achievement test |

| | |
|---|--|
| Cultural enrichment | Non-standardized achievement test |
| Cultural enrichment | Student portfolios |
| Culturally-responsive academic support | Teacher surveys, interviews, or focus groups |
| Culturally-responsive academic support | Parent surveys, interviews, or focus groups |
| Culturally-responsive academic support | Student surveys, interviews, or focus groups |
| Culturally-responsive academic support | Documents |
| Culturally-responsive academic support | State standardized test |
| Culturally-responsive academic support | District benchmark assessment |
| Culturally-responsive academic support | Other standardized achievement test |
| Culturally-responsive academic support | Non-standardized achievement test |
| Culturally-responsive academic enrichment | Student portfolios |
| Culturally-responsive academic enrichment | Teacher surveys, interviews, or focus groups |
| Culturally-responsive academic enrichment | Parent surveys, interviews, or focus groups |
| Culturally-responsive academic enrichment | Student surveys, interviews, or focus groups |
| Culturally-responsive academic enrichment | Documents |
| Culturally-responsive academic enrichment | Non-standardized achievement test |
| Culturally-responsive academic enrichment | Student portfolios |
| Culturally-responsive academic enrichment | Parent surveys, interviews, or focus groups |
| Culturally-responsive academic enrichment | Student surveys, interviews, or focus groups |
| Student advocacy or leadership | Documents |
| Student advocacy or leadership | District benchmark assessment |
| Student advocacy or leadership | Non-standardized achievement test |
| Student advocacy or leadership | Administrator surveys, interviews, or focus groups |
| Student advocacy or leadership | Teacher surveys, interviews, or focus groups |
| Student advocacy or leadership | Parent surveys, interviews, or focus groups |
| Student advocacy or leadership | Student surveys, interviews, or focus groups |
| Culturally-responsive mentoring | Documents |
| Culturally-responsive mentoring | Parent surveys, interviews, or focus groups |
| Culturally-responsive mentoring | Student surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Documents |
| Family literacy with culturally-based materials | Non-standardized achievement test |
| Family literacy with culturally-based materials | Teacher surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Parent surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Student surveys, interviews, or focus groups |
| Parent involvement | Parent surveys, interviews, or focus groups |

Objective: Increase academic achievement

Objective Target Grade Levels: Elementary school grades, Middle school grades, High school grades

Services Provided

| Service | DataSource |
|--|--|
| Culturally-responsive early childhood programs and activities | Documents |
| Culturally-responsive early childhood programs and activities | State standardized test |
| Culturally-responsive early childhood programs and activities | District benchmark assessment |
| Culturally-responsive early childhood programs and activities | Documents |
| Culturally-responsive early childhood programs and activities | Student portfolios |
| Culturally-responsive early childhood programs and activities | Teacher surveys, interviews, or focus groups |
| Culturally-responsive early childhood programs and activities | Parent surveys, interviews, or focus groups |
| Culturally-responsive early childhood programs and activities | Other standardized achievement test |
| Culturally-responsive professional development | School readiness screening |
| Culturally-responsive professional development | Non-standardized achievement test |
| Culturally-responsive professional development | Student portfolios |
| Culturally-responsive professional development | Parent surveys, interviews, or focus groups |
| Curriculum development integrating local knowledge, language and culture | Documents |
| Curriculum development integrating local knowledge, language and culture | Administrator surveys, interviews, or focus groups |
| Curriculum development integrating local knowledge, language and culture | Teacher surveys, interviews, or focus groups |
| Curriculum development integrating local knowledge, language and culture | Parent surveys, interviews, or focus groups |
| Curriculum development integrating local knowledge, language and culture | Documents |
| Cultural enrichment | Administrator surveys, interviews, or focus groups |
| Cultural enrichment | Teacher surveys, interviews, or focus groups |
| Cultural enrichment | Parent surveys, interviews, or focus groups |
| Cultural enrichment | Student surveys, interviews, or focus groups |
| Cultural enrichment | State standardized test |
| Cultural enrichment | District benchmark assessment |
| Culturally-responsive academic support | Other standardized achievement test |
| Culturally-responsive academic support | Non-standardized achievement test |
| Culturally-responsive academic support | Student portfolios |
| Culturally-responsive academic support | Teacher surveys, interviews, or focus groups |
| Culturally-responsive academic support | Parent surveys, interviews, or focus groups |
| Culturally-responsive academic support | Student surveys, interviews, or focus groups |
| Culturally-responsive academic support | Documents |
| Culturally-responsive academic support | State standardized test |
| Culturally-responsive academic enrichment | District benchmark assessment |
| Culturally-responsive academic enrichment | Other standardized achievement test |
| Culturally-responsive academic enrichment | Non-standardized achievement test |
| Culturally-responsive academic enrichment | Student portfolios |

| | |
|---|--|
| Culturally-responsive academic enrichment | Teacher surveys, interviews, or focus groups |
| Culturally-responsive academic enrichment | Parent surveys, interviews, or focus groups |
| Culturally-responsive academic enrichment | Student surveys, interviews, or focus groups |
| Culturally-responsive academic enrichment | Documents |
| Culturally-responsive academic enrichment | Non-standardized achievement test |
| College preparation | Student portfolios |
| College preparation | Teacher surveys, interviews, or focus groups |
| College preparation | Parent surveys, interviews, or focus groups |
| College preparation | Student surveys, interviews, or focus groups |
| College preparation | Documents |
| Career preparation | State standardized test |
| Career preparation | Other standardized achievement test |
| Career preparation | Student portfolios |
| Career preparation | College application and acceptance data |
| Career preparation | Documents |
| Career preparation | State standardized test |
| Student advocacy or leadership | Other standardized achievement test |
| Student advocacy or leadership | Student portfolios |
| Student advocacy or leadership | Parent surveys, interviews, or focus groups |
| Student advocacy or leadership | Student surveys, interviews, or focus groups |
| Student advocacy or leadership | Documents |
| Student advocacy or leadership | District benchmark assessment |
| Student advocacy or leadership | Non-standardized achievement test |
| Student advocacy or leadership | Non-standardized achievement test |
| Student advocacy or leadership | Administrator surveys, interviews, or focus groups |
| Student advocacy or leadership | Student portfolios |
| Culturally-responsive mentoring | Teacher surveys, interviews, or focus groups |
| Culturally-responsive mentoring | Parent surveys, interviews, or focus groups |
| Culturally-responsive mentoring | Parent surveys, interviews, or focus groups |
| Culturally-responsive mentoring | Student surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Documents |
| Family literacy with culturally-based materials | Non-standardized achievement test |
| Family literacy with culturally-based materials | Teacher surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Parent surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Student surveys, interviews, or focus groups |
| Parent involvement | Parent surveys, interviews, or focus groups |

Objective: Decrease school dropout rate

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

Services Provided

| Service | DataSource |
|---|--|
| Culturally-responsive academic support | Documents |
| Culturally-responsive academic support | Parent surveys, interviews, or focus groups |
| Culturally-responsive academic support | Documents |
| Culturally-responsive academic support | Non-standardized achievement test |
| Culturally-responsive academic support | Student portfolios |
| Culturally-responsive academic support | Parent surveys, interviews, or focus groups |
| Culturally-responsive academic support | Student surveys, interviews, or focus groups |
| Culturally-responsive academic enrichment | Documents |
| Culturally-responsive academic enrichment | State standardized test |
| Culturally-responsive academic enrichment | District benchmark assessment |
| Culturally-responsive academic enrichment | Administrator surveys, interviews, or focus groups |
| Culturally-responsive academic enrichment | Teacher surveys, interviews, or focus groups |
| Culturally-responsive academic enrichment | Parent surveys, interviews, or focus groups |
| College preparation | Student surveys, interviews, or focus groups |
| College preparation | Documents |
| College preparation | Student portfolios |
| College preparation | Administrator surveys, interviews, or focus groups |
| College preparation | Teacher surveys, interviews, or focus groups |
| College preparation | Parent surveys, interviews, or focus groups |
| College preparation | Student surveys, interviews, or focus groups |
| Career preparation | Documents |
| Career preparation | Student portfolios |
| Career preparation | Administrator surveys, interviews, or focus groups |
| Career preparation | Teacher surveys, interviews, or focus groups |
| Career preparation | Parent surveys, interviews, or focus groups |
| Career preparation | Student surveys, interviews, or focus groups |
| Student advocacy or leadership | Documents |
| Student advocacy or leadership | Student portfolios |
| Student advocacy or leadership | Administrator surveys, interviews, or focus groups |
| Student advocacy or leadership | Teacher surveys, interviews, or focus groups |
| Student advocacy or leadership | Parent surveys, interviews, or focus groups |
| Student advocacy or leadership | Student surveys, interviews, or focus groups |
| Culturally-responsive mentoring | Documents |
| Culturally-responsive mentoring | State standardized test |

| | |
|---|--|
| Culturally-responsive mentoring | Student portfolios |
| Culturally-responsive mentoring | Administrator surveys, interviews, or focus groups |
| Culturally-responsive mentoring | Teacher surveys, interviews, or focus groups |
| Culturally-responsive mentoring | Parent surveys, interviews, or focus groups |
| Substance abuse prevention | Student surveys, interviews, or focus groups |
| Substance abuse prevention | Documents |
| Substance abuse prevention | Student portfolios |
| Substance abuse prevention | Administrator surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Teacher surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Parent surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Student surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Documents |
| Family literacy with culturally-based materials | Student portfolios |
| Parent involvement | Parent surveys, interviews, or focus groups |
| Parent involvement | Student surveys, interviews, or focus groups |

Applicant name: Marysville Joint Unified School District

PR #: S060A150995

Page 6 of 9

Objective: Increase substance abuse prevention

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

Services Provided

| Service | DataSource |
|---|--|
| Culturally-responsive early childhood programs and activities | Documents |
| Culturally-responsive early childhood programs and activities | Student portfolios |
| Culturally-responsive early childhood programs and activities | Parent surveys, interviews, or focus groups |
| Culturally-responsive early childhood programs and activities | Student surveys, interviews, or focus groups |
| Cultural enrichment | Documents |
| Cultural enrichment | Student portfolios |
| Cultural enrichment | Parent surveys, interviews, or focus groups |
| Cultural enrichment | Student surveys, interviews, or focus groups |
| Substance abuse prevention | Documents |
| Substance abuse prevention | Student portfolios |
| Substance abuse prevention | Parent surveys, interviews, or focus groups |
| Substance abuse prevention | Student surveys, interviews, or focus groups |
| Substance abuse prevention | Documents |
| Substance abuse prevention | Student portfolios |
| Family literacy with culturally-based materials | Parent surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Student surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Documents |
| Family literacy with culturally-based materials | Student portfolios |
| Parent involvement | Teacher surveys, interviews, or focus groups |
| Parent involvement | Parent surveys, interviews, or focus groups |
| Parent involvement | Student surveys, interviews, or focus groups |
| Parent involvement | Administrator surveys, interviews, or focus groups |

Objective: Increase parent participation

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

Services Provided

| Service | DataSource |
|--|--|
| Culturally-responsive professional development | Documents |
| Culturally-responsive professional development | Parent surveys, interviews, or focus groups |
| Curriculum development integrating local knowledge, language and culture | Documents |
| Curriculum development integrating local knowledge, language and culture | Parent surveys, interviews, or focus groups |
| Cultural enrichment | Documents |
| Cultural enrichment | Parent surveys, interviews, or focus groups |
| College preparation | Documents |
| College preparation | Parent surveys, interviews, or focus groups |
| Career preparation | Documents |
| Career preparation | Parent surveys, interviews, or focus groups |
| Student advocacy or leadership | Documents |
| Student advocacy or leadership | Parent surveys, interviews, or focus groups |
| Culturally-responsive mentoring | Documents |
| Culturally-responsive mentoring | Parent surveys, interviews, or focus groups |
| Culturally-responsive mentoring | Documents |
| Substance abuse prevention | Parent surveys, interviews, or focus groups |
| Substance abuse prevention | Student surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Documents |
| Family literacy with culturally-based materials | Teacher surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Parent surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Student surveys, interviews, or focus groups |
| Family literacy with culturally-based materials | Student portfolios |
| Parent involvement | Documents |
| Parent involvement | Non-standardized achievement test |

36

| | |
|--------------------|--|
| Parent involvement | Teacher surveys, interviews, or focus groups |
| Parent involvement | Parent surveys, interviews, or focus groups |
| Parent involvement | Student surveys, interviews, or focus groups |

Applicant name: Marysville Joint Unified School District
PR #: S060A150995
Page 7 of 9

2.4 Budget

2.4.1.0.1 Supplemental Information

☒ By Checking this box, I will ensure that the Indian Education formula grant funds will supplement and not supplant other funding for the education of Indian children, with the goal of providing culturally-responsive education to meet the academic needs of American Indian/Alaska Native students and to assist those students in meeting State achievement standards. See FAQs for guidance and examples.

2.4.9 Budget Summary

| Allocated Funds: \$328,094 | Total Admin %: 4.7% Total Admin Funds: \$15,500 Waiver Applied For: <input type="checkbox"/> | Budgeted Funds: \$328,094 | Unbudgeted Funds: \$0 |
|----------------------------|--|---------------------------|-------------------------|
| Budget Category | Status | Category Subtotal | % of Overall Allocation |
| Supplemental Information | Finished | \$0 | 0.0% |
| Personnel | Finished | \$264,000 | 80.5% |
| Travel | Finished | \$3,000 | 0.9% |
| Equipment | Finished | \$0 | 0.0% |
| Supplies | Finished | \$8,480 | 2.6% |
| Contractual | Finished | \$6,000 | 1.8% |
| Other | Finished | \$24,692 | 7.5% |
| Indirect Costs | Finished | \$21,922 | 6.68% |
| Budget Total | | \$328,094 | 100% |

2.4.1.1 Budget-Personnel

| Type of Personnel | # | % of Time | Admin Cost | Prog. Cost | Fringe Cost | Total |
|------------------------------------|-----------|-----------|-----------------|------------------|-----------------|------------------|
| Project Director | | | | | | \$0 |
| Project Coordinator | 1 | 60% | \$5,000 | \$44,407 | \$14,167 | \$63,574 |
| Other: | | | | | | \$0 |
| Liaisons: Home/School or Community | 12 | 25% | | \$28,000 | \$4,849 | \$32,849 |
| Reading Coaches or Specialists | 15 | 10% | | \$20,000 | \$2,740 | \$22,740 |
| Math Coaches or Specialists | 15 | 10% | | \$20,000 | \$2,740 | \$22,740 |
| Instructional Assistants | 1 | 60% | | \$28,895 | \$19,743 | \$48,638 |
| Support: Clerical or Secretarial | 1 | 100% | \$10,500 | \$40,068 | \$22,891 | \$73,459 |
| Category Totals | 45 | | \$15,500 | \$181,370 | \$67,130 | \$264,000 |

2.4.2.1 Budget-Travel

| Type of Travel | Admin Cost | Program Cost | Totals |
|---------------------------|------------|----------------|----------------|
| In-District | | \$1,000 | \$1,000 |
| Out of District | | \$1,000 | \$1,000 |
| Professional Development | | \$1,000 | \$1,000 |
| Category Subtotals | \$0 | \$3,000 | \$3,000 |

2.4.3.1 Budget-Equipment

| Item | Admin Cost | Program Cost | Totals |
|---------------------------|------------|--------------|------------|
| | | | \$0 |
| Category Subtotals | \$0 | \$0 | \$0 |

Applicant name: Marysville Joint Unified School District
PR #: S060A150995
Page 8 of 9

2.4.4.1 Budget-Supplies

| Item | Admin Cost | Program Cost | Totals |
|-------------------------------|------------|----------------|----------------|
| Direct Instructional Delivery | | \$3,480 | \$3,480 |
| Student Consumables | | \$5,000 | \$5,000 |
| Program Management | | | \$0 |
| Category Subtotals | \$0 | \$8,480 | \$8,480 |

2.4.5.1 Budget-Contractual

| Purpose | Admin Cost | Program Cost | Totals |
|-------------------------------|------------|----------------|----------------|
| Direct Instructional Delivery | | \$6,000 | \$6,000 |
| Student Evaluations | | | \$0 |
| Category Subtotals | \$0 | \$6,000 | \$6,000 |

2.4.6.1 Budget-Other

37

| Purpose | Admin Cost | Program Cost | Totals |
|--|------------|-----------------|-----------------|
| Direct Instructional Delivery | | \$8,692 | \$8,692 |
| Student Activities Related to Services | | \$13,000 | \$13,000 |
| Professional Development | | \$3,000 | \$3,000 |
| Category Subtotals | \$0 | \$24,692 | \$24,692 |

2.4.7.1 Budget-Indirect Costs

| Rate % | Total |
|--------|----------|
| 7.16% | \$21,922 |

2.6 Comment

Applicant name: Marysville Joint Unified School District
PR #: S060A150995
Page 9 of 9

☒ I, the legal authorized representative, have read both program assurance forms, Standard Form 424B Assurances – Non-Construction Programs and Additional Program Assurances for 84.060–Indian Education Formula Grants, and agree to their provisions. NOTE: You do not need to sign and mail–in program assurances to the program office. Checking the checkbox is equivalent to a signature. You should keep a signed copy on file for your project records.

☒ All of the required student forms (ED 506 Forms) are on file with the LEA and will be provided to the Office of Indian Education upon request.

☒ I certify that I am an employee authorized to legally bind this entity, and that by accepting the award for the Indian Education Formula Grant Program, this grantee will comply with all program assurances, agrees to carry out the program and meet all applicable requirements described herein. I certify that, to the best of my knowledge, the information in this application is true, reliable, and valid and I understand that any false statement provided herein that I have made is subject to penalties under The False Claims Act, 18 U.S.C. 1001.

Applicant Contact Name: Patricia Bennett
Applicant Contact E-mail: pbennett@mjud.k12.ca.us
Applicant Contact Title: Secretary
Applicant Contact Telephone: (530) 749-6196

User 1: Jolie Carreon
E-mail: jcarreon@mjud.com
Title: Business Manager

User 2: Patricia Bennett
E-mail: pbennett@mjud.k12.ca.us
Title: Secretary

User 3: James Carpenter
E-mail: jcarpenter@mjud.net
Title: Project Coordinator

If you have any questions regarding your SY 2015-16 EASIE Formula Grant application or need to report changes of EASIE system users for your LEA prior to the close of the application submission, review, and approval period (approximately July 1, 2015), please contact the Partner Support Center. PSC is available between 8:00 a.m. and 6:00 p.m., Eastern Time. PSC is closed on federal holidays.

EDFacts Partner Support Center (PSC)
Voice: 877-457-3336 (877-HLP-EDEN)
Fax: 888-329-3336 (888-FAX-EDEN)
E-mail: eden_OIE@ed.gov

Hearing impaired persons may contact the Partner Support Center at TTY/TDD: 888-403-3336 (888-403-EDEN).

If you have questions or need to make changes to SY 2014-15 or prior grants or need information after July 1, 2015, please contact the Office of Indian Education.

Office of Indian Education
Telephone: 202-260-1454
E-mail: Indian.education@ed.gov

APR 28 2015

RECEIVED

April 18, 2015

Ramiro Carreon
Assistant Superintendent of Personnel
Marysville Joint Unified School District

Dear Mr. Carreon:

This letter is to notify you that I am retiring from the Marysville Joint Unified School District as a teacher at Johnson Park Elementary. June 30, 2015 will be my last day of employment.

I have enjoyed working with and learning from my colleagues for the past 35 years, and I am ready to move on to new life experiences. I have particularly enjoyed the children I have taught, and will miss my daily interactions with them. This has been a wonderful career.

I wish to participate in the Early Retirement Incentive Program in order to maintain health benefits.

Yours respectfully,

Barbara Alves

Barbara Alves

APR 30 2015

RECEIVED



April 30, 2015

Ramiro Carreón
Assistant Superintendent for Personnel Services
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Mr. Carreón:

I appreciated meeting with you last month. I have decided to retire as of June 6, 2015. I would like to participate in the Retirement Incentive of continuing to receive Medical coverage for my wife and I.

Thank you



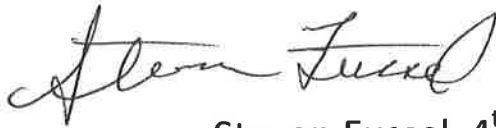
John Fourcroy
Teacher @ MCAA

4-20-15

To whom it may concern:

It has been a rewarding experience working for MJUSD. I wish to inform you that my last day working with students will be June 5, 2015. As of June 30, 2015 I will be officially retired. I would like to receive the Early Retirement Incentive (health insurance for my wife and myself)- Plan 6A, Retiree+1.

Thank you for the opportunity to work for this district.



Steven Fussel, 4th-5th grade teacher at Loma Rica Elementary.

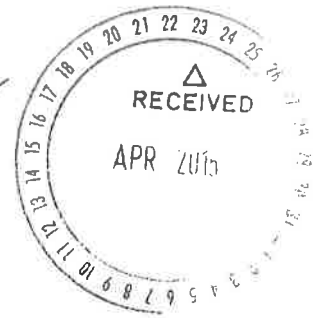
MJUSD
Personnel Dept.
APR 20 2015



RECEIVED

MJUSD
Personnel Dept
APR 24 2015

RECEIVED



April 22, 2015

Dear Mr. Carreon,

It has been an honor and a privilege to serve the Marysville Joint Unified School District, for the past quarter century. This chapter of my life is nearing an end and I have been called to delegate my time and efforts towards another cause. The Shriners Childrens Hospital has a position open. I will be a Shriners Clown, and help children forget their troubles for a little while and laugh. Thank you for these wonderful years working as a teacher, I will cherish them always. I can not think of another career, where I would have been as happy and fulfilled in. Thank you again and fair thee well.

Sincerely,

A handwritten signature in cursive script that reads "John W. Leeder".

John Wiley Leeder

APR 27 2015

April 23, 2015 **RECEIVED**

To whom it may concern,

I Mary Fisher on April 13, 2015 was giving notice that as of end of the 2014-2015 school year my job would be eliminated. I then went home and started looking for a job. I was fortunate enough to find a new job. The job however was asking me to start before this school year ended. I notified my principal on April 21, 2015 that Friday May 1, 2015 would be my last day at work.

So I Mary M. Fisher am resigning my position as Para educator at Abraham Lincoln School as of May 1, 2015.

Thank You

Mary Fisher





2015/2016 MEMORANDUM OF UNDERSTANDING

Tri-County Induction Program

Sutter County Superintendent of Schools Office
and

Marysville Joint Union School District

General

This Memorandum of Understanding (MOU) is entered into between the Sutter County Superintendent of Schools Office (SCSOS), Local Educational Agency (LEA) for the Tri-County Induction Program, and a participating district or COE referred to as District in this MOU, to implement the Tri-County Induction Program.

The effective date of this MOU is July 1, 2015. The terms of this agreement shall remain in force unless mutually amended. Either party may terminate this agreement upon written notice submitted to the Advisory Committee no later than 180 days prior to the start of the next school year.

Purpose

The purpose of this MOU is to establish a formal level of commitment between SCSOS and the District in this new era of funding.

Responsibilities – General

A. SCSOS agrees to provide support for the Program Administrator and a secretary to administer the accredited induction program per the Commission on Teacher Credentialing (CTC) and California Department of Education (CDE) guidelines. This includes:

1. Providing workspace for the director and secretary -- including computer and fax access, telephone and office supplies, and meeting space for program activities.
2. Developing, establishing and processing payment for contracts with outside vendors for professional services as needed and/or required.
3. Developing, establishing and processing payment for contracts with Mentors and other personnel for professional services as needed and/or required.
4. Establishing and maintaining accurate records and reports.
5. Supplying to the California Commission on Teacher Credentialing (CTC) and the California State Department of Education (CDE) reports and other information as requested on all matters related to program requirements and activities.

B. The participating district agrees to the following:

1. Appoint a liaison who will oversee all activities within the district and assume the responsibilities established by the Tri-County Induction Program, including notifying TCIP when a candidate leaves before the end of the school year.

Name of liaison

2. Identify candidates for program participation according to the criteria established by the Consortium and Induction requirements. **Deadline to enroll candidates in the Tri-County Induction Program for the 2015/2016 is September 24th, 2015.**
3. Place candidates only in school sites where the Site Administrator has received TCIP Administrator Training.
4. Mitigate working conditions for candidates by appropriating support services for candidates assigned "challenging" settings as identified in the plan.
5. Separate formative assessment information from district employment evaluations.
6. Provide an annual update about TCIP to the district's governing board.
7. Participate in program evaluation.
8. Assist Program in ensuring that all selected Mentors attend summer Mentor training.

Responsibilities – Fiscal

- A. SCSOS, in its capacity as LEA, agrees to the overall fiscal responsibility for the funding of the administration of the program, including:
1. Overall fiscal responsibility for the administration of funds, including submission of year-end expenditure reports, preliminary and revised budgets, and any other documentation sought by the California State Department of Education and/or the California Commission on Teacher Credentialing.
 2. Developing and maintaining a balanced budget that allocates amounts sufficient to meet the costs of implementing its program responsibilities as described in the Tri-County Induction Program plan.
 3. Expending income according to regularly established policies and procedures of SCSOS.
 4. Abiding by the approved expenditure guidelines.
 5. Reporting year-end fiscal activity/balance at year end.
- B. The district agrees to the following:
1. Programmatic costs, i.e. substitute reimbursement costs, mileage, make-up trainings, etc.
 2. Costs associated with the option selected below.
 3. Assume all financial (litigation) responsibilities stemming from any legal action brought against Tri-County Induction Program from an employee of said District.

Program Participation Options:

The district will select one of the following options. All Options require full participation in the Tri-County Induction Program by all participants.



Option 1:

District pays SCSOS \$1,950 per candidate to select, hire, and provide continuous training to its Mentors. Billing will occur half in November and half in May with payments due in December and June. If the district is going to charge the candidate, it is their responsibility to notify the candidate upon hiring and collect all fees due. If the candidate leaves the program during the year, the district will be responsible for reimbursing the cost of hiring, and payment to the Mentor on a prorated basis.

☐ Option 2:

SCSOS reimburses district \$850 per candidate and the district selects, hires, and ensures Mentors attend all required TCIP trainings. Reimbursement will occur by June 15, 2016. If a candidate leaves the district during the school year, the district will received a prorated reimbursement for the cost of its Mentor.

Participating District/COE) shall defend and indemnify the Sutter County Superintendent of Schools Office (SCSOS), its officers, agents and employees, for any claim or cause of action against SCSOS, its officers, agents or employees, arising from SCSOS's performance of services or duties in connection with the Tri-County Induction Program pursuant to the MOU on behalf of (the Participating District/COE). This duty to defend and indemnify includes, but is not limited to, payment of necessary attorneys' fees and other costs incurred in litigation. In the event that a particular claim or cause of action arises from services performed on behalf of (Participating District/COE) or from more than one Participating District/COE, (Participating District/COE) agrees to share costs on an equitable basis.

By selecting Options 1 or 2 the district agrees to the implementation of this option for the current school year.

Education Specialist Credentials (Level II):

Pursuant to Education Code Section 44227(a) the Tri-County Induction Program adheres to the General Preconditions (requirements 1-10) established by the Commission on Teacher Credentialing. In addition to the Commission's ten General Preconditions, pursuant to Education Code Sections 44227(a) and 44265, each Education Specialist Clear Credential preparation program shall also adhere to requirements 11-16.

Signature of Authorized Official

Name: Bill Cornelius

Title: Superintendent

Sutter County Superintendent of Schools

Date: _____

Signature of Authorized Official

Name: Ramiro G. Carreón

Title: Asst. Superintendent/Personnel

District: Marysville Joint Unified SD

Date: _____

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

STUDENT DISCIPLINE AND ATTENDANCE SUPPORT ANALYST

JOB SUMMARY:

Under the general direction and supervision, perform a variety of diverse, specialized clerical and analytical duties in support of the Student Discipline and Attendance Department; gather, verify, maintain, and input data into AERIES and other information data systems; collect and report student information, enrollment and other related data; provide information and assistance to staff, parents and community agencies seeking to enhance student educational options, while guiding students on paths designed for success.

ESSENTIAL FUNCTIONS (include but not limited to):

- 1) Input student data, generate and analyze reports, while providing consultation to department coordinator and district staff
- 2) Provide high-quality customer service and create a friendly atmosphere for the public while performing confidential office procedures.
- 3) Process student discipline documents while staying updated on legal policies and procedures
- 4) Coordinate student expulsion hearings
- 5) Participate in research and development functions and activities related to student discipline and attendance
- 6) Instruct and support principals expulsion packets development
- 7) Prepare notices and legal forms to parents, principals, panel in accordance with statutory timelines throughout expulsion process
- 8) Research and relay pertinent student information to law enforcement and social services
- 9) Coordinate panel for expulsion hearings
- 10) Prepare and distribute agendas/reminders to all involved during expulsion process
- 11) Process notification to students, who are eligible for reinstatement
- 12) Post and updated discipline information in AERIES including expulsions, suspended expulsion contracts and revocation)
- 13) Compile reports on discipline and attendance
- 14) Process paperwork for board meetings
- 15) Complete typing assignments with accuracy and speed
- 16) Draft and edit business correspondence with law enforcement, principals, social services, parent(s)/student(s)
- 17) Establish and maintain record-keeping system of suspensions for all schools
- 18) Compile and distribute attendance, grades and discipline reports

- on students for social services and other agencies
- 19) Maintain calendar, arrange business meetings and conferences
 - 20) Balance office budgets (PBIS, SARB, DISCIPLINE, TUPE)
 - 21) Receive and distribute mail
 - 22) Answer high traffic telephone calls and help to find resolutions
 - 23) Process and maintain stats for high volume inter/intra-district Transfers
 - 24) Facilitate Saturday School
 - 25) Issue work permits and miscellaneous paperwork
 - 26) Update AERIES on discipline, attendance and Foster Youth
 - 27) Working knowledge of special education policies
 - 28) Understand and apply IEP plan as they relate to student goals, reported progress and needs

EMPLOYMENT STANDARDS:

Knowledge of:

- 1) Student Discipline policies and Education Codes related to student discipline, along with procedures, and terminology
- 2) Effective/efficient record-keeping techniques
- 3) Positive behavior interventions strategy for students
- 4) School district organizational patterns and operating procedures
- 5) Correct English usage, grammar, spelling, punctuation, and vocabulary

Ability to:

- 1) Efficiently and effectively use various technology components to advance student success efforts
- 2) Exercise Confidentiality and discretion
- 3) Effectively demonstrate ability to use various computer software including ESCAPE, EXCEL, Word, Publish, PowerPoint and Outlook
- 4) Ability to facilitate implementation of require student discipline processes
- 5) Work independently
- 6) Work cooperatively as part of a team
- 7) Communicate in a patient and courteous manner with co-workers, students, parents and district staff
- 8) Meet standards of professional attitude, dress and personal conduct
- 9) Establish and maintain effective working relationships with District staff and others contracted in the course of work
- 10) Compile and maintain necessary records, including department budget reports
- 11) Manage competing deadlines as required by law, district policies and school report timelines

12) Bilingual/bi-literate (Spanish preferred)

Education:

- 1) High school graduation or equivalent is required
- 2) BA/BS preferred

Experience:

- 1) Minimum of three (3) years of experience in a school office/district office setting

WORKING CONDITIONS

Environment:

The work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. This position will primarily be an indoor office environment. Some ride-along opportunities may require support analyst to assist in delivery notices to parents and students, while occasionally providing reports at SARB hearings

Physical Abilities:

The physical demands described here are representative of those that must be met by employee to successfully perform the essential functions of this job. The employee must be able to:

- Lift, carry, push and/or pull items with a strength factor of light work
- Hear and speak to exchange information in person and on the telephone
- Possess dexterity of hands to operate office equipment safely
- Stand and walk
- Bend at the waist, kneel, or crouch
- Sit or stand for extended periods of time
- Climb a step stool or ladder and reach above shoulder
- Occasional climb a set of stairs

Hazards:

Contact with abusive or dissatisfied individuals is possible

Board approve: [Insert Date]

Includes Purchase Orders dated 04/01/2015 - 04/30/2015

Board Meeting Date May 12, 2015

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|---|---|--|-------------------|-------------------|
| Location Accounting/Payroll (103) | | | | |
| P15-02981 | NWN CORPORATION | Jennifer Docking Station | 01-4300-0000 | 96.75 |
| P15-03024 | CalPERS Fiscal Services-Cashier/PR | BUSINESS SERVICES | 01-5890-0000 | 350.00 |
| P15-03057 | YUBA COUNTY OFFICE OF ED ATTN: M. DEVAUGHN FISC SERV. | TRANSFER TO YCOE | 01-9560-0000 | 103,423.95 |
| Total Location | | | | 103,870.70 |
| Location After School Program (107) | | | | |
| P15-02849 | S & S WORLDWIDE | STARS 205 | 01-4300-6010 | 102.83 |
| P15-02933 | MIDDLE MOUNTAIN FOUNDATION | COV STARS | 01-5890-6010 | 400.00 |
| P15-02940 | SUTTER BUTTES COMMUNICATIONS | Kynoch STARS | 01-5801-6010 | 125.00 |
| P15-02978 | SUTTER BUTTES COMMUNICATIONS | JPE STARS | 01-4300-6010 | 129.58 |
| | | | | 401.12 |
| P15-03022 | SUTTER BUTTES COMMUNICATIONS | KYN STARS | 01-4300-6010 | 64.79 |
| | | | | 200.56 |
| P15-03040 | S & S WORLDWIDE | STARS 205 | 01-5641-6010 | 219.17 |
| Total Location | | | | 1,643.05 |
| Location Arboga Elementary (01) | | | | |
| P15-02889 | AMAZON.COM | Classroom Supplies/4th Grade | 01-4200-0003 | 838.24 |
| P15-02890 | AMAZON.COM | Classroom Supplies/4TH GRADE | 01-4200-3010 | 759.81 |
| P15-02891 | Follett School Solutions, Inc. | Cordless Scanner Kit/WEST | 01-4300-0003 | 491.96 |
| P15-02892 | DICK BLICK COMPANY | Scratch Art Foam Board/PRESTON | 01-4300-0003 | 58.20 |
| P15-02893 | MCGRAW-HILL SCHOOL EDUCATION | Literature Anthologies/PRESTON | 01-4200-3010 | 1,036.70 |
| P15-02894 | NWN CORPORATION | ARB Short Throw Projectors - Promo Price | 01-4410-0003 | 9,804.00 |
| P15-02895 | TROXELL COMMUNICATIONS INC | ARB Chromebooks | 01-4300-3010 | 9,553.05 |
| P15-02896 | HANDWRITING WITHOUT TEARS | Supplies/PRESTON | 01-4300-0003 | 903.99 |
| P15-02900 | AMAZON.COM | Classroom Supplies/HANSEN | 01-4300-0003 | 84.27 |
| P15-02901 | AMAZON.COM | Office Supplies/PRESTON | 01-4300-1100 | 37.61 |
| P15-02998 | TROXELL COMMUNICATIONS INC | ARB Elmos | 01-4410-3010 | 1,208.30 |
| P15-03006 | Royce Rolls Ringer Co. | Supplies/CUSTODIAL | 01-4320-1100 | 396.35 |
| Total Location | | | | 25,172.48 |
| Location Browns Valley Elementary (03) | | | | |

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

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Page 1 of 14

50

Includes Purchase Orders dated 04/01/2015 - 04/30/2015

Board Meeting Date May 12, 2015

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|---|-------------------------------|--------------------------|-------------------|-----------------|
| Location Browns Valley Elementary (03) | | | | |
| P15-03013 | TROXELL COMMUNICATIONS INC | BVS Chromebooks and Cart | 01-4300-0003 | 2,204.55 |
| | | | 01-4300-9010 | 5,143.95 |
| | | | 01-4410-1100 | 1,424.38 |
| P15-03048 | Jones School Supply Co., Inc. | Wright | 01-4300-1100 | 24.06 |
| Total Location | | | | 8,796.94 |

| | | | | |
|--|---------------------|----------------------|--------------|--------|
| Location Cedar Lane Elementary (05) | | | | |
| P15-02888 | Farrow Distributing | Open House Ice Cream | 01-4300-1100 | 280.50 |

| | | | | |
|--|---|--------------------------|--------------|-----------------|
| Location Charter Academy For Fine Arts (42) | | | | |
| P15-02843 | MYERS-STEVENSON & CO INC | Short Term Insurance | 09-5890-0000 | 38.50 |
| P15-02860 | Yuba City Kuk Sool Won | Supplies - Martial Arts | 09-4300-1100 | 134.65 |
| P15-02906 | MYERS-STEVENSON & CO INC | Short Term Insurance | 09-5890-0000 | 560.00 |
| P15-02946 | DICK BLICK COMPANY | Supplies - Buckle | 09-4300-1100 | 1,019.97 |
| P15-02969 | TY KUHN PRODUCTIONS | Sound Services | 09-5801-0000 | 1,500.00 |
| P15-02996 | UNION LUMBER COMPANY | Supplies - MCAA | 09-4300-0000 | 250.00 |
| P15-02997 | PRECISION 1 SCREENPRINTING AND EMBROIDERY | Supplies - Music Dept. | 09-4300-9010 | 862.69 |
| P15-03059 | AMAZON.COM | Supplies - Drama | 09-4300-9010 | 33.31 |
| P15-03060 | ANDERSON'S | Supplies - Prom | 09-4300-9010 | 256.03 |
| P15-03062 | Today's Classroom | Supplies - deVlaming | 09-4300-0000 | 270.23 |
| P15-03064 | YUBA CITY RACQUET CLUB Atten- Dan Duran | 8th Grade Day Trip | 09-5630-9010 | 600.00 |
| P15-03069 | Homecourt Publishers, LLC | Professional Development | 09-5801-0000 | 2,400.00 |
| Total Location | | | | 7,925.38 |

| | | | | |
|--|--|--------------------------------|--------------|----------|
| Location Child Development (51) | | | | |
| P15-02846 | ABRAMS & COMPANY PUBLISHERS, | Child Development Office | 12-4300-6105 | 3,375.46 |
| P15-02852 | LAKE SHORE LEARNING MATERIALS ATTN: JON BELL | Kathy Woods Preschool Supplies | 12-4300-6105 | 369.63 |

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001 - Marysville Joint Unified School District

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Page 2 of 14

51

Includes Purchase Orders dated 04/01/2015 - 04/30/2015

Board Meeting Date May 12, 2015

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|---|---|-------------------|------------------|
| Location Child Development (51) (continued) | | | | |
| P15-02853 | LAKESHORE LEARNING MATERIALS ATTN: JON BELL | Dobbins Pre Supplies Judy Sadlo | 12-4300-6105 | 77.36 |
| P15-02854 | StarSmilez | Child Development Office | 12-4300-6105 | 1,248.99 |
| P15-02875 | APPLE COMPUTER INC | Child Development | 12-4300-5025 | 267.62 |
| P15-02879 | GLO GERM PRODUCTS | Health Clerk Supplies | 01-4300-9041 | 59.93 |
| P15-02903 | AMAZON.COM | Preschool/Health Supplies | 01-4300-9041 | 450.38 |
| P15-02904 | LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT | Fridge for Cedar Lane Preschool | 12-4410-6105 | 559.00 |
| P15-02953 | HATCH COMPANY | Olivehurst Preschool Supplies Room C Heidi Oliver | 12-4300-6105 | 182.42 |
| P15-02980 | NASCO | Preschool Supplies Kathy Woods | 12-4300-6105 | 408.67 |
| P15-02986 | LAKESHORE LEARNING MATERIALS ATTN: JON BELL | Covillaud Preschool Room A Griselda Madrid | 12-4300-6105 | 3,927.61 |
| P15-02987 | KAPLAN SCHOOL SUPPLY | Covillaud Preschool Room A Griselda Madrid | 12-4300-6105 | 472.95 |
| P15-02988 | HATCH COMPANY | Covillaud Preschool Room A Griselda Madrid | 12-4300-6105 | 259.01 |
| P15-02990 | MOBILE MODULAR | Ella Preschool Modular Storage Unit | 12-4410-6105 | 4,201.25 |
| P15-02999 | AMAZON.COM | Preschool Supplies | 01-4300-9041 | 227.78 |
| P15-03023 | DISCOUNT SCHOOL SUPPLY | Preschool Supplies | 01-4300-9041 | 402.03 |
| P15-03029 | AMAZON.COM | Child Development Office | 12-4300-6105 | 229.53 |
| P15-03030 | DISCOUNT SCHOOL SUPPLY | Covillaud Pre Rm A Becky D'Agostini | 12-4300-6105 | 469.75 |
| P15-03031 | OFFICE DEPOT B S D | Chair for Kathy W | 12-4300-6105 | 351.53 |
| Total Location | | | | 17,540.90 |
| Location Cordua Elementary (07) | | | | |
| P15-02947 | OLIVER WORLDCLASS LABS | COR Smartboard Pens & Eraser | 01-4300-0003 | 31.13 |
| P15-03000 | TROXELL COMMUNICATIONS INC | COR Chromebooks and Cart | 01-4300-0003 | 5,143.95 |
| P15-03012 | AMAZON.COM | library | 01-4410-0003 | 1,424.38 |
| P15-03033 | TROXELL COMMUNICATIONS INC | COR Chromebooks | 01-4200-3010 | 955.47 |
| Total Location | | | | 7,555.05 |
| Location Dobbins Elementary (11) | | | | |
| P15-03018 | AMAZON.COM | Custodial Supplies | 01-4320-0000 | 31.16 |
| P15-03061 | MCGRAW-HILL SCHOOL EDUCATION | Classroom LA set - Yates | 01-4100-0003 | 982.54 |
| Total Location | | | | 1,013.70 |
| Location Edgewater Elementary (12) | | | | |

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Page 3 of 14

52

Includes Purchase Orders dated 04/01/2015 - 04/30/2015

Board Meeting Date May 12, 2015

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|---|---|-------------------------|-------------------|------------------|
| Location Edgewater Elementary (12) | | | | |
| P15-02872 | Today's Classroom | Edgewater Headphones | 01-4300-0003 | 1,325.68 |
| P15-02905 | HEWLETT-PACKARD COMPANY | EDG Office Computer | 01-4410-1100 | 941.54 |
| P15-02919 | HEWLETT-PACKARD COMPANY | EDG Computers | 01-4410-0003 | 28,409.27 |
| P15-02923 | SCHOLASTIC LIBRARY PUBLISHING | EDG Nakamura | 01-4300-0003 | 220.87 |
| P15-02924 | REALLY GOOD STUFF | EDG Nakamura | 01-4300-0003 | 493.13 |
| P15-02925 | LAKESHORE LEARNING MATERIALS ATTN: JON BELL | EDG Nakamura | 01-4300-0003 | 751.39 |
| P15-02926 | OFFICE DEPOT B S D | EDG Baker/Nakamura | 01-4300-0003 | 567.63 |
| P15-02948 | THE BOOKSOURCE, INC. | EDG Nakamura | 01-4200-0003 | 558.98 |
| P15-03032 | OFFICE DEPOT B S D | Chairs for front office | 01-4300-1100 | 632.10 |
| Total Location | | | | 33,900.59 |

| | | | | |
|--------------------------------------|-------------------------------|---------------------------|--------------|------------------|
| Location Ella Elementary (13) | | | | |
| P15-02918 | AMAZON.COM | Mini Grant Order | 01-4300-0004 | 33.68 |
| | | | 01-4300-9010 | 449.00 |
| P15-02955 | MYERS-STEVENSON & CO INC | Insurance 06/06/2014 | 01-5890-9010 | 94.50 |
| P15-02956 | MYERS-STEVENSON & CO INC | INSURANCE 06/11/2014 | 01-5890-9010 | 129.50 |
| P15-02957 | MYERS-STEVENSON & CO INC | INSURANCE 10/30/2014 | 01-5890-9010 | 98.00 |
| P15-02959 | Jones School Supply Co., Inc. | Medals | 01-4300-3010 | 419.86 |
| P15-02972 | SUTTER COUNTY SCHOOLS | SHADY CREEK FINAL PAYMENT | 01-5890-9010 | 10,894.00 |
| P15-02993 | SAMS CLUB DIRECT | END OF YEAR PARENT BBQ | 01-4300-1100 | 750.00 |
| P15-03054 | BRAIN POP | Brain Pop Ed. | 01-5801-3010 | 2,095.00 |
| Total Location | | | | 14,963.54 |

| | | | | |
|---------------------------------|---|---|--------------|-----------|
| Location Facilities (66) | | | | |
| P15-02835 | DEPARTMENT OF EDUCATION ACCOUNTING OFFICE | 8084: East Linda Middle School | 23-6173-9010 | 350.00 |
| P15-02856 | APPEAL DEMOCRAT | Architect RFQ Notice | 25-5890-0000 | 271.80 |
| P15-02931 | FEDERAL EXPRESS CORP | FACILITIES/2014-2015 S.Y | 25-5910-0000 | 150.00 |
| P15-02932 | APPEAL DEMOCRAT | 8144: Legal Notices | 01-5890-0000 | 2,917.00 |
| P15-02935 | DIVISION OF STATE ARCHITECT | 8078: Linda Parking Lot | 23-6173-9010 | 500.00 |
| P15-02968 | NWN CORPORATION | Covillaud Server | 01-6229-0010 | 10,672.45 |
| P15-03001 | Movable Shelving USA | Facilities Shelving for Records Storage | 25-4300-0000 | 2,111.77 |
| P15-03008 | Mid Pacific Engineering, Inc. | 8144: LHS Shade | 01-6230-0004 | 2,068.00 |

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Page 4 of 14

53

Includes Purchase Orders dated 04/01/2015 - 04/30/2015

Board Meeting Date May 12, 2015

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|---------------------------------------|------------------------------|---|-------------------|--------------------------|
| Location Foothill Intermediate (35) | | | | Total Location 19,041.02 |
| P15-02921 | AMAZON.COM | FHS | 01-4300-0004 | 11.81 |
| P15-02951 | Today's Classroom | FHS Headphones | 01-4300-3010 | 347.97 |
| P15-02952 | ACE EDUCATIONAL SUPPLIES | Testing | 01-4300-0004 | 98.46 |
| P15-02979 | J L DESIGNS | Promotion | 01-4300-0000 | 335.94 |
| P15-02982 | PEAP | Promotion | 01-4300-1100 | 95.63 |
| P15-03009 | AMAZON.COM | Lang/Arts | 01-4200-0004 | 113.09 |
| Total Location | | | | 1,002.90 |
| Location Grounds (65) | | | | |
| P15-02928 | BSN SPORTS | Grounds drag frame nails | 01-4300-0000 | 88.14 |
| Location Indian Education (108) | | | | |
| P15-02967 | APPEAL DEMOCRAT | Public Hearing | 01-5890-4510 | 271.52 |
| P15-03067 | TWIN CITIES EQUIPMENT RENTAL | Cultural Projects | 01-5630-4510 | 500.00 |
| P15-03068 | SUTTER ORCHARD SUPPLY | Native Peoples Day | 01-5630-4510 | 242.50 |
| Total Location | | | | 1,014.02 |
| Location Instruction (IMC) (110) | | | | |
| P15-02851 | Thomson Reuters | California Education Code, 2015 | 01-4300-0000 | 126.85 |
| P15-03003 | EDUCATIONAL DATA SYSTEMS INC | CELDT Excessive Materials Charge | 01-5801-0000 | 347.60 |
| P15-03051 | Houghton Mifflin Harcourt | Go Math 8th Grade 2015/16 for DO | 01-4100-7405 | 9,271.88 |
| P15-03052 | Houghton Mifflin Harcourt | Go Math 7th Grade 2015/16 for DO | 01-4100-7405 | 9,271.88 |
| P15-03056 | Carnegie Learning | Carnegie Integrated Math 1,2,3 for LHS, MHS, SLHS | 01-4100-7405 | 35,963.58 |
| Total Location | | | | 54,981.79 |
| Location Johnson Park Elementary (15) | | | | |
| P15-02859 | Today's Classroom | Listening Center | 01-4300-0003 | 362.97 |
| P15-02861 | SCHOOL SPECIALTY | JPE Listening Center | 01-4300-0003 | 349.06 |
| P15-02862 | COUSIN'S VIDEO | JPE Headphone | 01-4300-0003 | 23.41 |
| P15-02897 | PREMIER SCHOOL AGENDAS | Student handbooks | 01-4300-0003 | 1,066.94 |
| P15-03055 | AMAZON.COM | JPE Soccer Equipment | 01-4300-1100 | 109.60 |
| Total Location | | | | 1,911.98 |
| Location Lindhurst High (43) | | | | |

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001 - Marysville Joint Unified School District

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Page 5 of 14

54

Includes Purchase Orders dated 04/01/2015 - 04/30/2015

Board Meeting Date May 12, 2015

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|------------------------------------|-------------------------------|--|-------------------|------------------|
| Location Lindhurst High (43) | | | | |
| P15-02837 | AMAZON.COM | LHS Earbuds | 01-4300-1100 | 736.38 |
| P15-02848 | CASCADE ATHLETIC SUPPLY CO. | Athletics/Baseball | 01-4300-0004 | 429.47 |
| P15-02864 | WOODWIND AND BRASSWIND | LHS Instruments | 01-4410-0004 | 12,003.45 |
| P15-02865 | MUSICIANS FRIEND | LHS Instruments | 01-4410-0004 | 24,886.25 |
| P15-02873 | MJB WELDING SUPPLY | LHS Ag - Rogers | 01-4300-3550 | 843.32 |
| | | | 01-4410-3550 | 2,534.85 |
| P15-02876 | AMAZON.COM | ROP Sports Medicine Classroom Supplies | 01-4300-9013 | 24.70 |
| P15-02877 | AMAZON.COM | Classroom Supplies/Spangler | 01-4300-9013 | 292.92 |
| P15-02880 | J.W. PEPPER & SON, INC | Classroom Supplies/Sleigh | 01-4300-0003 | 111.34 |
| P15-02899 | MEDCO SCHOOL FIRST AID | ROP Sports Medicine | 01-4300-9013 | 528.38 |
| P15-02954 | Burkett Restaurant Equipment | Beverage Cooler | 01-4410-1100 | 358.55 |
| | | | 01-4410-9010 | 1,000.00 |
| P15-02962 | AMAZON.COM | LHS | 01-4300-3010 | 698.64 |
| P15-02963 | MJB WELDING SUPPLY | LHS Ag - Rogers | 01-4300-3550 | 895.66 |
| P15-02964 | TROXELL COMMUNICATIONS INC | LHS Speakers | 01-4300-3550 | 894.40 |
| P15-03053 | HEWLETT-PACKARD COMPANY | LHS Computers | 01-4410-3010 | 33,509.46 |
| P15-03058 | AMAZON.COM | Library Books | 01-4200-0003 | 1,044.32 |
| P15-03063 | GOVCONNECTION, INC. | LHS Epson Bulbs | 01-4300-0003 | 376.62 |
| | | Total Location | | 81,168.71 |
| Location Loma Rica Elementary (21) | | | | |
| P15-02874 | AMAZON.COM | Special Ed | 01-4300-6500 | 96.69 |
| P15-02881 | SCHOLASTIC LIBRARY PUBLISHING | library | 01-4200-9010 | 200.97 |
| P15-02944 | AMAZON.COM | library | 01-4200-0004 | 500.00 |
| | | | 01-4200-9010 | 273.97 |
| P15-02974 | READ NATURALLY | Intervention | 01-4300-3010 | 148.35 |
| | | Total Location | | 1,219.98 |
| Location Maintenance (63) | | | | |
| P15-02836 | Lincoln Aquatics | MAINTENANCE/MHS POOL | 01-6500-0010 | 31,890.33 |
| P15-02907 | RUSSELL SIGLER, INC. | MAINTENANCE/YUBA FEATHER/MCKENNEY | 14-4410-0000 | 7,475.56 |
| P15-02908 | Budget Blinds of Grass Valley | MAINTENANCE/BROWNS VALLEY SCHOOL | 01-4300-8150 | 2,823.00 |

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001 - Marysville Joint Unified School District

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ESCAPE

ONLINE

Page 6 of 14

55

Includes Purchase Orders dated 04/01/2015 - 04/30/2015

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|--|--|-------------------|------------------|
| Location Maintenance (63) (continued) | | | | |
| P15-02909 | L & H AIRCO | MAINTENANCE | 01-5801-8150 | 760.00 |
| P15-02910 | NORTH VALLEY BARRICADE & SAFET | MAINTENANCE | 01-4300-8150 | 216.72 |
| P15-02911 | YUBA CITY SCRAP & STEEL | MAINTENANCE | 01-4300-8150 | 31.44 |
| P15-02912 | Capitol Energy Systems | MAINTENANCE/ELLA/MCKENNEY/YUBA FEATHER | 14-4410-0000 | 1,667.10 |
| P15-02938 | MATHEWS READYMIX INC | MAINTENANCE/LHS AG | 01-4300-8150 | 1,094.70 |
| P15-02939 | SUN GRO HORTICULTURE | MAINTENANCE/LINDA PRESCHOOL | 01-4300-8150 | 2,452.66 |
| P15-02984 | AQUA Engineering Co. Inc. | MAINTENANCE/MHS AG | 01-5642-8150 | 1,820.05 |
| P15-02989 | DICKINSON ENERGY SOLUTIONS | MAINTENANCE/FOOTHILL SCHOOL | 01-5642-8150 | 182.62 |
| P15-02992 | P&D COMMERCIAL PARTS & SERVICE | MAINTENANCE/MATT HALL | 01-4300-8150 | 61.92 |
| P15-02994 | ADAM LABORATORIES, INC. | MAINTENANCE | 01-5801-8150 | 350.00 |
| P15-03034 | FLETCHERS PLUMBING & CONTRACTING INC. | MAINTENANCE/CORDUA | 01-5642-8150 | 640.00 |
| P15-03035 | FLETCHERS PLUMBING & CONTRACTING INC. | MAINTENANCE/BROWNS VALLEY | 01-5801-8150 | 300.00 |
| P15-03036 | FLETCHERS PLUMBING & CONTRACTING INC. | MAINTENANCE/CORDUA | 01-5801-8150 | 900.00 |
| P15-03044 | KELCO FASTENERS & TOOL REPAIR | MAINTENANCE/STOCK | 01-4300-8150 | 53.80 |
| P15-03045 | NORTH VALLEY BARRICADE & SAFET | MAINTENANCE | 01-4300-8150 | 17.09 |
| P15-03047 | W.V. ALTON | MAINTENANCE/LHS COOLING TOWERS | 01-5801-8150 | 190.00 |
| Total Location | | | | 52,926.99 |
| Location Marysville High (45) | | | | |
| P15-02882 | AMAZON.COM | MHS Monitors Jiminez | 01-4300-3550 | 4,325.63 |
| P15-02886 | CENGAGE LEARNING | MHS Supplemental Texts - Magill | 01-4200-6300 | 4,000.00 |
| | | | 01-4200-9013 | 2,560.61 |
| P15-02914 | MASTER MIX LIGHT AND SOUND PRODUCTION | MHS/Graduation Sound | 01-5801-1100 | 1,265.00 |
| P15-02915 | CITY OF MARYSVILLE/POLICE DEPT - ATTN: SHANNON JACOBSE | MHS Graduation | 01-5801-1100 | 245.00 |
| P15-02916 | ELITE UNIVERSAL SECURITY | MHS/ADMIN | 01-5801-1100 | 864.00 |
| P15-02927 | Grower's Supply | MHS Shade House | 01-4410-3550 | 2,767.21 |
| P15-02930 | SULLIVAN SUPPLY, INC. | MHS Ag | 01-4300-3550 | 1,918.34 |
| P15-02949 | NASCO | MHS Ag | 01-4300-3550 | 880.28 |
| P15-02950 | CENGAGE LEARNING | MHS Supplemental Texts - Farrah | 01-4200-3550 | 6,448.94 |
| P15-02965 | TROXELL COMMUNICATIONS INC | MHS Chromebooks & Cart 5299 | 01-4300-0003 | 12,492.45 |
| | | | 01-4410-0003 | 1,424.38 |

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001 - Marysville Joint Unified School District

Generated for Kathy

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ONLINE

Page 7 of 14

56

Includes Purchase Orders dated 04/01/2015 - 04/30/2015

Board Meeting Date May 12, 2015

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|----------------------------------|-------------------------------------|-----------------------|-------------------|
| Location Marysville High (45) (continued) | | | | |
| P15-02966 | TROXELL COMMUNICATIONS INC | MHS Chromebooks & Cart 4100 | 01-4300-3010 | 73,485.00 |
| | | | 01-4410-3010 | 7,121.88 |
| P15-02983 | TROXELL COMMUNICATIONS INC | MHS Chromebooks 5299 | 01-4300-0003 | 2,244.80 |
| P15-03002 | Grower's Supply | MHS Magill - Carl Perkins | 01-4300-3550 | 6,566.84 |
| | | | Total Location | 128,610.36 |
| Location McKenney Intermediate (37) | | | | |
| P15-02691 | DEMCO | LIBRARY | 01-4300-1100 | 246.52 |
| P15-02842 | PETER HALL'S INSTRUMENT REPAIR | INSTRUMENT REPAIR | 01-5641-0003 | 100.00 |
| P15-02869 | AMAZON.COM | MCK Calculator Storage | 01-4300-0004 | 17.44 |
| P15-02870 | BACH COMPANY | MCK Calculators | 01-4300-0004 | 465.74 |
| P15-02970 | AMAZON.COM | PE DEPT | 01-4300-0004 | 148.35 |
| P15-02971 | AMAZON.COM | LEADERSHIP | 01-4300-0004 | 380.12 |
| P15-02973 | PETE'S MUSIC & ACCORDIAN CENTER | BAND | 01-4300-0004 | 349.38 |
| P15-02977 | AMAZON.COM | BEYMER | 01-4300-0004 | 139.73 |
| P15-03010 | MYERS-STEVENSON & CO INC | SHORT TERM INSURANCE FOR FIELD TRIP | 01-5890-1100 | 99.75 |
| P15-03025 | AMAZON.COM | REYNOLDS | 01-4200-0004 | 16.50 |
| | | | Total Location | 1,963.53 |
| Location North Marysville (46) | | | | |
| P15-02945 | GOVCONNECTION, INC. | NMHS Epson Lamps | 01-4300-1100 | 251.08 |
| P15-02960 | SUTTER BUTTES COMMUNICATIONS | NMHS Radios | 01-4300-6690 | 1,100.55 |
| P15-02961 | Centrum Sound Systems | Sound System | 01-4410-6690 | 898.49 |
| | | | Total Location | 2,250.12 |
| Location Nutrition Services (73) | | | | |
| P15-02798 | EAST BAY RESTAURANT SUPPLY, INC. | Equipment order | 13-4410-5310 | 2,471.46 |
| | | | 13-6492-5310 | 303.18 |
| | | | 13-6492-5314 | 13,851.00 |
| P15-02838 | Bell Tasty Foods Inc. | Food Order | 13-9325-5310 | 6,057.00 |
| P15-02839 | Fat Cat Scones | Food Order | 13-9325-5310 | 2,781.90 |
| P15-02840 | BUENA VISTA FOOD PRODUCTS | Food Order | 13-9325-5310 | 9,843.75 |
| P15-02841 | LA TAPATIA TORTILLERIA, INC | Food Order | 13-9325-5310 | 444.60 |

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001 - Marysville Joint Unified School District

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Cartwright (KATHY), Apr 30 2015 4:10PM

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ONLINE

Page 8 of 14

57

Includes Purchase Orders dated 04/01/2015 - 04/30/2015

Board Meeting Date May 12, 2015

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|---|----------------------------------|--|-------------------|------------------|
| Location Nutrition Services (73) (continued) | | | | |
| P15-02871 | TYSON FOODS | Food Order | 13-9325-5310 | 8,061.62 |
| P15-02937 | SYSCO FS OF SACRAMENTO INC. | Food & Supply Stores Order | 13-9325-5310 | 183.70 |
| | | | 13-9326-5310 | 452.79 |
| P15-02995 | ULINE.COM | DELIVER TO WAREHOUSE | 13-4300-5310 | 409.38 |
| P15-03038 | EAST BAY RESTAURANT SUPPLY, INC. | Deliver to Arboga Kitchen | 13-6492-5310 | 7,047.71 |
| P15-03043 | SYSCO FS OF SACRAMENTO INC. | FOOD/SUPPLY ORDER | 13-9325-5310 | 252.46 |
| | | | 13-9326-5310 | 612.57 |
| Total Location | | | | 52,773.12 |
| Location Olivehurst Elementary (25) | | | | |
| P15-02855 | PRO-ED | CLASSROOM MATERIALS | 01-4300-1100 | 67.69 |
| | | | 01-4300-6500 | 469.21 |
| P15-03015 | School Furniture 4 Less | CHAIR | 01-4300-1100 | 312.36 |
| Total Location | | | | 849.26 |
| Location Personnel (113) | | | | |
| P15-02958 | I.S.E. INVESTIGATIVE SERVICES | Personnel | 01-5801-0000 | 45.00 |
| Location Print Shop (67) | | | | |
| P15-02868 | SCHOOL SPECIALTY | Chair for Craig | 01-4300-0000 | 365.04 |
| Location Pupil Services (202) | | | | |
| P15-02844 | SMILEMAKER INC | Ronda Dental Van | 01-4300-0000 | 320.85 |
| P15-02845 | LAERDAL MEDICAL CORPORATION | CPR masks for School Sites | 01-4300-0000 | 114.14 |
| P15-02847 | FLAGHOUSE | for Amy Mack @ JPE | 01-4300-6500 | 78.43 |
| P15-02850 | MYERS-STEVENSON & CO INC | Field Trip Insurance for High School ED Students | 01-5890-6512 | 245.00 |
| Total Location | | | | 758.42 |
| Location Purchasing (104) | | | | |
| P15-02863 | BROWNS VALLEY IRRIGATION | Oper/Water/BVS/FHS/LRE 14-15 SY | 01-5530-0000 | 1,516.40 |
| P15-03046 | PITNEY BOWES SUPPLIES OPERATIONS | D.O./MAILROOM | 01-4300-0000 | 365.48 |
| P15-03049 | PEARSON EDUCATION | Pearson Ed | 01-4300-0000 | 1,025.98 |
| P15-03050 | PEARSON EDUCATION | Pearson Ed | 01-4300-0000 | 102.60 |
| Total Location | | | | 3,010.46 |

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58

Includes Purchase Orders dated 04/01/2015 - 04/30/2015

Board Meeting Date May 12, 2015

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|---|---|---------------------------------------|-------------------|------------------|
| Location South Lindhurst (47) | | | | |
| P15-02833 | SIERRA SCHOOL EQUIPMENT CO | SLHS New Portable #8146 | 01-4410-0010 | 5,297.60 |
| P15-02941 | HEWLETT-PACKARD COMPANY | SLHS New Portable Laptops #8146 | 01-4410-0010 | 7,149.28 |
| P15-02942 | SCHOOL SPECIALTY | SLHS New Portable Chairs #8146 | 01-4300-0010 | 1,705.22 |
| P15-02943 | OFFICE DEPOT B S D | SLHS New Portable #8146 | 01-4300-0010 | 539.04 |
| P15-03005 | TEC-COM | SLHS Computer Lab Cabling | 01-5801-3010 | 2,780.00 |
| P15-03017 | FISHER SCIENTIFIC | Goggles | 01-4300-7010 | 108.89 |
| P15-03019 | AMAZON.COM | Gina Cameron | 01-4200-3010 | 437.26 |
| P15-03026 | BMI EDUCATIONAL SERVICES | Gina Cameron | 01-4200-3010 | 1,020.30 |
| P15-03027 | OFFICE DEPOT B S D | Computer Lab Printer | 01-4300-3010 | 357.43 |
| P15-03028 | HERFF JONES EDUCATION DIVISION ATTN: CUSTOMER SERVICE | Graduation | 01-5630-0000 | 640.00 |
| P15-03066 | SCHOOL SPECIALTY | SLHS Computer Lab Tables | 01-4300-1100 | 5,331.53 |
| Total Location | | | | 25,366.55 |
| Location Student Discipline/Attendance (109) | | | | |
| P15-02975 | BROOKES PUBLISHING COMPANY | Prevent Teach Reinforce Book for PBIS | 01-4300-0000 | 60.20 |
| Location Superintendent (101) | | | | |
| P15-03070 | Lindhurst High School Yearbook | Board Member Yearbook Ad | 01-5890-0000 | 250.00 |
| P15-03071 | MARYSVILLE HIGH SCHOOL ST BODY YEARBOOK | Board Member Yearbook Ad | 01-5890-0000 | 250.00 |
| Total Location | | | | 500.00 |
| Location Technology (102) | | | | |
| P15-02789 | Development Group, Inc. | Tech SMARTnet Service | 01-5621-0000 | 754.74 |
| P15-03014 | GOVCONNECTION, INC. | Tech/MICR toner | 01-5801-0004 | 51,718.80 |
| Total Location | | | | 52,673.58 |
| Location Transportation (69) | | | | |
| P15-02913 | RICK BROWN'S PROPANE | TRANSPORTATION | 01-4300-0230 | 50.00 |
| P15-02929 | HEWLETT-PACKARD COMPANY | Scott new monitor | 01-4300-0230 | 208.55 |
| P15-02991 | LAKEVIEW PETROLEUM | TRANSPORTATION | 01-4361-0230 | 80,000.00 |
| P15-03065 | WALKER'S OFFICE SUPPLIES | Supervisor Furniture | 01-4300-0230 | 320.35 |
| | | | 01-4410-0230 | 2,144.63 |

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001 - Marysville Joint Unified School District

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Cartwright (KATHY), Apr 30 2015 4:10PM

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ONLINE

Page 10 of 14

59

Includes Purchase Orders dated 04/01/2015 - 04/30/2015

Board Meeting Date May 12, 2015

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|---|----------------------------------|------------------------------|-------------------|----------------|
| Location Warehouse (71) | | | | 82,723.53 |
| P15-03037 | SOUTHWEST SCHOOL & OFFICE SUPPLY | Warehouse Stock 14-15 S.Y. | 01-9320-0000 | 4,791.09 |
| P15-03039 | SAMS CLUB DIRECT | Warehouse Stock 2014-15 S.Y. | 01-9320-0000 | 896.55 |
| P15-03041 | US GAMES | Warehouse Stock 14-15 S.Y. | 01-9320-0000 | 553.41 |
| P15-03042 | CANNON SPORTS INC. | Warehouse Stock 14-15 S.Y. | 01-9320-0000 | 372.55 |
| P15-03072 | MOHINDER SPORT INC | Warehouse Stock 14-15 S.Y. | 01-9320-0000 | 2,089.27 |
| Total Location | | | | 8,702.87 |
| Location Yuba Gardens Intermediate (39) | | | | |
| P15-02858 | APPLE COMPUTER INC | YGS Teacher iPads | 01-4300-0004 | 1,352.31 |
| | | | 01-4300-1100 | 5,624.92 |
| P15-02866 | WOODWIND AND BRASSWIND | YGS Instruments | 01-4300-0004 | 6,701.55 |
| P15-02867 | MUSICIANS FRIEND | YGS Instruments | 01-4410-0004 | 6,293.05 |
| | | | 01-4300-0004 | 1,023.40 |
| | | | 01-4410-0004 | 13,652.50 |
| P15-02878 | AMAZON.COM | BOWMAN/GATES | 01-4300-0003 | 38.02 |
| P15-02917 | AMAZON.COM | YLST/GATES | 01-4100-0003 | 2,406.66 |
| | | | 01-4200-0003 | 267.10 |
| | | | 01-4300-0004 | 107.31 |
| P15-03020 | ALPHA FIRED ARTS | S BOLE/GATES | 01-4300-0003 | 333.58 |
| P15-03021 | CLOSE LUMBER | ROE/GATES | 01-4300-0003 | 381.52 |
| Total Location | | | | 38,181.92 |
| Total Number of POs | | | | 228 |
| Total | | | | 848,017.69 |

Fund Recap

| Fund | Description | PO Count | Amount |
|------|-------------|----------|--------|
|------|-------------|----------|--------|

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Apr 30 2015 4:10PM

ESCAPE

ONLINE

Page 11 of 14

8

Fund Recap

| Fund | Description | PO Count | Amount |
|-------|-------------|----------|------------|
| 01 | Gen Fund | 184 | 758,392.18 |
| 09 | Chtr Schs | 12 | 7,925.38 |
| 12 | Child Dev | 15 | 16,400.78 |
| 13 | Cafeteria | 10 | 52,773.12 |
| 14 | Def Maint | 2 | 9,142.66 |
| 23 | MJ G BND9P | 2 | 850.00 |
| 25 | Cap Fac | 3 | 2,533.57 |
| Total | | | 848,017.69 |

Includes Purchase Orders dated 04/01/2015 - 04/30/2015

Board Meeting Date May 12, 2015

PO Changes

| | New PO Amount | Fund/ Object | Description | Change Amount |
|-----------|---------------|-----------------|----------------------|---------------|
| P15-00024 | 1,470.63 | 01-5621 | Gen Fund/Maint Cont | 100.00 |
| P15-00082 | 9,500.00 | 01-5801 | Gen Fund/Contracts | 2,000.00 |
| P15-00085 | 200.00 | 01-4300 | Gen Fund/Mat&Suppli | 50.00 |
| P15-00096 | 1,060.00 | 01-5621 | Gen Fund/Maint Cont | 495.00 |
| P15-00111 | 4,000.00 | 01-4300 | Gen Fund/Mat&Suppli | 1,000.00 |
| P15-00120 | 7,700.00 | 01-5642 | Gen Fund/Oth Maint& | 700.00 |
| P15-00127 | 1,500.00 | 01-5630 | Gen Fund/Rents/Leas | 500.00 |
| P15-00141 | 2,000.00 | 01-4300 | Gen Fund/Mat&Suppli | 1,000.00 |
| P15-00144 | 300.00 | 01-5641 | Gen Fund/Equip Repa | 150.00 |
| P15-00180 | 4,000.00 | 01-4364 | Gen Fund/Tools/Part | 1,000.00 |
| P15-00200 | 27,000.00 | 01-5880 | Gen Fund/Cont Buses | 5,200.00 |
| P15-00202 | 6,500.00 | 01-5641 | Gen Fund/Equip Repa | 2,000.00 |
| P15-00206 | 23,000.00 | 01-4364 | Gen Fund/Tools/Part | 2,000.00 |
| P15-00227 | 30,000.00 | 01-4364 | Gen Fund/Tools/Part | 10,000.00 |
| P15-00253 | 98,000.00 | 01-5530 | Gen Fund/Water & Se | 21,000.00 |
| P15-00283 | 1,600.00 | 01-5621 | Gen Fund/Maint Cont | 400.00 |
| P15-00291 | 6,000.00 | 09-4300 | Chtr Schs/Mat&Suppli | 1,000.00 |
| P15-00302 | 11,000.00 | 13-5641 | Cafeteria/Equip Repa | 3,000.00- |
| P15-00311 | 15,000.00 | 13-5641 | Cafeteria/Equip Repa | 5,000.00- |
| P15-00341 | 52,002.00 | 01-5910 | Gen Fund/Postage | 2,002.00 |
| P15-00453 | 650.00 | 01-4300 | Gen Fund/Mat&Suppli | 850.00- |
| P15-00458 | 1,300.00 | 01-5630 | Gen Fund/Rents/Leas | 300.00 |
| P15-00515 | 2,000.00 | 01-4300 | Gen Fund/Mat&Suppli | 500.00 |
| P15-00516 | 2,200.00 | 01-4300 | Gen Fund/Mat&Suppli | 200.00 |
| P15-00558 | 715.00 | 01-4300 | Gen Fund/Mat&Suppli | 250.00 |
| P15-00626 | 4,600.00 | 01-4300 | Gen Fund/Mat&Suppli | 100.00 |
| P15-00639 | 4,500.00 | 01-4300 | Gen Fund/Mat&Suppli | 500.00 |
| P15-00688 | 3,536.00 | 01-5630 | Gen Fund/Rents/Leas | 136.00 |
| P15-00689 | 1,916,000.00 | 01-7142 | Gen Fund/Tuition Ct | 280,000.00 |
| P15-00726 | 700.00 | 01-4300 | Gen Fund/Mat&Suppli | 200.00 |

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Apr 30 2015 4:10PM

ESCAPE

ONLINE

Page 13 of 14

62

PO Changes (continued)

| | New PO Amount | Fund/ Object | Description | Change Amount |
|-----------|---------------|-----------------|-------------------------|-------------------|
| P15-00853 | 30,000.00 | 09-5801 | Chtr Schs/Contracts | 5,000.00 |
| P15-00871 | 410.39 | 01-4200 | Gen Fund/Oth Ref Bk | 222.70- |
| P15-00883 | 7,750.00 | 01-5810 | Gen Fund/Fingerprt | 5,000.00- |
| P15-00884 | 22,000.00 | 01-5810 | Gen Fund/Fingerprt | 5,000.00 |
| P15-00967 | 750.00 | 01-4300 | Gen Fund/Mat&Suppli | 200.00 |
| P15-00971 | 507.68 | 01-4300 | Gen Fund/Mat&Suppli | 7.68 |
| P15-00997 | 16,000.00 | 09-5801 | Chtr Schs/Contracts | 5,000.00 |
| P15-01007 | 400.00 | 01-4364 | Gen Fund/Tools/Part | 200.00 |
| P15-01065 | 1,000.00 | 09-4300 | Chtr Schs/Mat&Suppli | 500.00 |
| P15-01136 | 800.00 | 01-4300 | Gen Fund/Mat&Suppli | 300.00 |
| P15-01213 | 5,500.00 | 09-5801 | Chtr Schs/Contracts | 1,500.00 |
| P15-01336 | 493.32 | 01-4300 | Gen Fund/Mat&Suppli | 6.68- |
| P15-01452 | 1,000.00 | 01-4300 | Gen Fund/Mat&Suppli | 79.51 |
| P15-01935 | 10,571.88 | 01-5801 | Gen Fund/Contracts | 2,642.97 |
| P15-01941 | 86,337.02 | 01-5801 | Gen Fund/Contracts | 8,809.90 |
| P15-02031 | 16,738.81 | 01-5801 | Gen Fund/Contracts | 3,110.47 |
| P15-02032 | 9,690.89 | 01-5801 | Gen Fund/Contracts | 2,642.97 |
| P15-02059 | 1,500.00 | 01-5801 | Gen Fund/Contracts | 400.00 |
| P15-02557 | 1,100.00 | 01-4300 | Gen Fund/Mat&Suppli | 600.00 |
| P15-02695 | 2,443.89 | 01-4300 | Gen Fund/Mat&Suppli | 63.84 |
| P15-02701 | 17.90 | 01-4320 | Gen Fund/Custod Sup | 55.33- |
| P15-02714 | 3,000.00 | 01-6174 | Gen Fund/Inspector | 3,000.00 |
| | | 01-6240 | Gen Fund/Inspect Fe | 3,000.00- |
| | | | Total for P15-02714 | .00 |
| | | | Total PO Changes | 354,705.63 |

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Apr 30 2015 4:10PM

ESCAPE

ONLINE

Page 14 of 14

63

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

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

NOTICE OF COMPLETION

NOTICE is hereby given, that **Gay Todd**, the undersigned and agent to the **Marysville Joint Unified School District**, situated in the County of Yuba, State of California, described as follows and to wit:

Multi Site Security System
Job: 8127; P15-02302; DSA: File 58-17, Application 02-13032
Multi Site

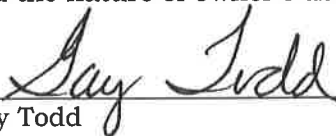
That Marysville Joint Unified School District, owner of said land, did on the **18th day of December 2014**, entered into a contract with **Vanden Bos Electrical for all work related to the Multi Site Security System Project** upon the land above described;

That on the **12th day of May 2015**, the said contract or work or improvements, as a whole, was actually completed by the said **Vanden Bos. Electrical, 502 Giuseppe, Ct. #5, Roseville, Ca 95678;**

That the name and address of all the owner's of said property are as follows:

Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
County of Yuba, State of California

and the nature of owner's title to said property is fee simple.



Gay Todd
Superintendent

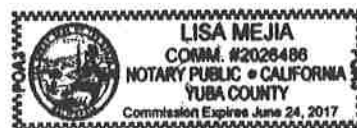
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Yuba

Subscribed and sworn to (or affirmed) before me on this 5th day of May, 2015,
by **Gay Todd** proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Notary Public Signature



CH



8083/23
EUA

**Marysville Joint Unified School District
1919 B Street, Marysville, California 95901
Purchasing Department**

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

5/12/2015 C4-

THIS CONTRACT made and entered into on ~~05/25/2015~~ by and between **All American Lawn, Inc.**, hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT** in accordance with the **Terms & Conditions** set forth in **Attachment B** hereof and incorporated herein by this reference and any specifications attached for a total contract price of:

Two thousand one hundred and ninety dollars (\$2,190.00)

(MAY NOT EXCEED \$15,000) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: **C-27**. This contract shall commence on **May 26, 2015 with work to be completed within sixty days (60) consecutive days and/or by June 30, 2015.**

(Check contractor license classification appropriateness at:

<http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/>

and contractor license status at:

<https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).

3. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)

- Refer to **Exhibit A**, attached hereto



NONCOLLUSION AFFIDAVIT

The party making the foregoing bid certifies that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

SCHOOL SAFETY ACT - COMMUNICATIONS WITH PUPILS

_____ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (certification form attached).

X In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

_____ Installation of physical barrier at the work site to limit contact with pupils.

X Surveillance of employees of the Contractor by school personnel.

X Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: Justin Carmichael

X In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

X Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days - may not include after school hours).

_____ Other, describe _____

Signature: [Signature] Title: Director of Facilities Date: 4/28/2015 cf.

Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

| | |
|---|---|
| <u>X</u> Work Specs/Scope of Work Statement | <u>X</u> Contractor Certification Form - Attachment A |
| <u>—</u> Certificates of Insurance <u>on file</u> | <u>X</u> Terms and Conditions dated <u>5/12/2015</u> - Attachment B |
| <u>X</u> Non Collusion Affidavit | <u>X</u> Workers' Compensation Certificate - Attachment C |
| <u>—</u> Purchase Order No. <u>issued after approval.</u> | <u>X</u> and W9 Form - <u>on file</u> |

TYPE OF BUSINESS ENTITY

_____ Individual

_____ Sole Proprietorship

_____ Partnership

X Corporation

_____ Other

TAX IDENTIFICATION

on file

Employer Identification Number _____

Social Security Number _____

License No: 986825

Classification: C-27

Expiration Date: 09/30/2015

(District Use Only: License verified by Cynthia Jensen Date: 04/28/2015)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

Date: 04/29/2015

Authorized Signature: [Signature]

Company Name: All American Fence, Inc.

Printed Name: Justin Carmichael

Address: 1751 Majorca Drive
Yuba City CA 95993

Title: Owner

Accepted by: [Signature]

Signature of District Representative

Gay Todd, Superintendent

Title: Owner Date: (530) 845 1833



Marysville Joint Unified School District

ATTACHMENT A – CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has not criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

Dated: 04/29/2015

LAWN
All American ~~Force~~, Inc (Company)

 (Signature)

Owner (Title)

(Complete only if pertinent)

67



Marysville Joint Unified School District

ATTACHMENT B TERMS AND CONDITIONS

WAGE RATES: Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request Refer to web site (www.dir.ca.gov).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes. Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, 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 in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

A Contractor or Subcontractor shall not be qualified to submit a proposal on, be listed on a proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code §1725.5, except under the limited circumstances set forth in Labor Code §1771.1(a). This requirement shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work awarded on or after April 1, 2015. The District may not accept a proposal or enter into a contract for a public works project with an unregistered contractor.

Pursuant to Labor Code §1771.4, this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and Subcontractor performing work on the Project shall be required to comply with the provisions of the California Labor Code, beginning with section 1720, and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate. Unless otherwise specified, the Contractor shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. For all new public works projects awarded on or after April 1, 2015, Contractor and each Subcontractor shall be required to furnish the records specified in Labor Code §1776 directly to the Labor Commissioner at least monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner. This requirement shall apply to all projects, whether new or ongoing, on or after January 1, 2016.

Contractor shall be responsible for complying with the provisions California Labor Code beginning with Section 1720, and the regulations of the Department of Industrial Relations, including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified weekly payrolls, and hiring of apprenticeship as appropriate. Contractor shall work with the Compliance Monitoring Unit to ensure the full compliance with the Department of Industrial Relations and applicable labor law.

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code



Marysville Joint Unified School District

section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work 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. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously

approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.



Marysville Joint Unified School District

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to District for acts and omissions of subcontractor and of persons either directly or indirectly employed. Nothing contained in contract documents shall create any contractual relation between any subcontractor and District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation or law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without prior written consent of District.

ARTICLE 6. WORKERS' COMPENSATION INSURANCE: The Contractor shall provide, during the life of this contract, workers' compensation insurance for all its employees engaged in work under this contract, or at the site of the project, and if work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate regarding Workers' Compensation available from the District prior to performing the work of the contract.

ARTICLE 7. PROOF OF INSURANCE: Contractor must provide Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional

insured. Coverage additional to that shown above to be evidenced in a provided Certificate of Insurance is as follows: Products-Comp/Ops Aggregate \$1,000,000; Automobile \$1,000,000; Personal and Advertising Injury \$1,000,000; Each Occurrence \$1,000,000; Fire Damage minimum \$100,000*; Medical Expense (per person) \$5,000. *Activities that place buildings at risk for fire (use of kitchen, portable lighting, heavy electrical gear, etc. must have a \$1,000,000 Property/Fire limit.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District.

ARTICLE 8. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend and indemnify District against any and all claims, demands, liability, judgements, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if its determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

ARTICLE 9. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 10. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 11. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.



Marysville Joint Unified School District

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District.

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate.

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

ARTICLE 15. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 17. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protest between the contracting parties.

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public



Marysville Joint Unified School District

agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 20. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" has the same meaning as in section 3100 and 3106 of the Civil Code. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the

claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3, commencing with section 2016, of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgement.

ARTICLE 21. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED 06/26/2015 consisting of Article 1 through Article 21

5/12/2015 cgr

72



Marysville Joint Unified School District

ATTACHMENT C CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.



Signature, Contractor's Authorize Representative

Justin Carmichael
Name of Contractor's Authorized Representative, (Printed or Typed)

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



Marysville Joint Unified School District

ATTACHMENT D

This Criminal Background - Fingerprinting Certification form **must** be taken to our **Purchasing Department** at the Marysville Joint Unified School District, 1919 B Street, Marysville, CA 95901.

CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT NAME OR CONTRACT NO.: **Ella Safety Fencing at Bus Loop Drainage Outfall/986825** between the Marysville Joint Unified School District ("District" or "Owner") and **All American Fence** ("Contractor" or "Bidder").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

- ☐ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- ☒ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or
- ☒ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: Justin Carmichael

Title: Owner

- ☒ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Ella Safety Fencing at Bus Loop 8083
between Marysville Joint Unified School District (the "District" or the "Owner") and **All American Fencing, Inc.** (the "Contractor" or the "Bidder").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District's labor compliance program, if in use on this Project.

Date: 04/29/2015 *LC*

Proper Name of Contractor: *LAWN* All American Fence, Inc.

Signature: *[Handwritten Signature]*

Print Name: Justin Carmichael

Title: Owner

END OF DOCUMENT

ALL AMERICAN LAWN, INC.

1751 Majorca Drive
Yuba City, CA. 95993
530-845-1833

Estimate

| Date | Estimate # |
|-----------|------------|
| 4/30/2015 | 57 |

| Name / Address |
|--|
| MJUSD 1919 B Street Marysville, CA. 95901 Attn:Cynthia Jensen 530-749-6151 |

| | | | Project |
|--|-----|---------------------|---------------------|
| Description | Qty | Rate | Total |
| Black Chain link, School spec, 55 feet on back of Bus Stop at Ella School North/West side. Remove Safety fence install Chain Link on radius following Concrete. F | | 2,190.00 | 2,190.00 |
| | | Subtotal | 2,190 ⁰⁰ |
| | | Sales Tax (0.0725%) | \$0.00 |
| | | Total | 2,190 ⁰⁰ |

76



**Marysville Joint Unified School District
1919 B Street, Marysville, California 95901
Purchasing Department**

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

THIS CONTRACT made and entered into on _____, by and between
Fletcher's Plumbing & Contracting, Inc. hereinafter called the
CONTRACTOR and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the
DISTRICT.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT** in accordance with the **Terms & Conditions** set forth in **Attachment B** hereof and incorporated herein by this reference and any specifications attached for a total contract price of:

One Thousand, Nine Hundred Sixty

Dollars

(\$ 1,960.00)

(MAY NOT EXCEED \$15,000) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: B, see attached
(Check contractor license classification appropriateness
at: <http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/>
and contractor license status
at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
3. This contract shall commence on Monday, June 8, 2015 with work to be completed within
two days (2) consecutive days and/or by
Friday, June 12, 2015
4. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)

- Refer to Exhibit E, attached hereto



NONCOLLUSION AFFIDAVIT

The party making the foregoing bid certifies that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

SCHOOL SAFETY ACT - COMMUNICATIONS WITH PUPILS

AF AK In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (certification form attached).

AF AK In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

AF AK AF AK Installation of physical barrier at the work site to limit contact with pupils.

AF AK AF AK Surveillance of employees of the Contractor by school personnel.

AF AK AF AK Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: BRIAN MADISON

Soc. Sec. No.

AF AK In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

AF AK Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days - may not include after school hours).

AF AK Other, describe

DISTRICT

Signature: *[Signature]* Title: Principal Date: 4/29/2015

Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

AF AK Work Specs/Scope of Work Statement

AF AK Certificates of Insurance

AF AK Non Collusion Affidavit

AF AK Purchase Order No.

AF AK Contractor Certification Form - Attachment A

AF AK Terms and Conditions dated - Attachment B

AF AK Workers' Compensation Certificate - Attachment C and W9 Form

TYPE OF BUSINESS ENTITY

AF AK Individual

AF AK Sole Proprietorship

AF AK Partnership

AF AK Corporation

AF AK Other

TAX IDENTIFICATION

65-0449231

Employer Identification Number

Social Security Number

License No: 339317 Classification: A, B, C-35 Expiration Date: 05/31/2016

(District Use Only: License verified by *[Signature]* Date: 4/29/2015)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45125.2.

Date: 4/29/2015

Authorized Signature: *[Signature]*

Company Name: FLETCHER'S PLUMBING & CONTRACTING INC

Printed Name: ADAM FLETCHER

Address: 219 BURNS DRIVE

Title: VICE PRESIDENT

YUBA CITY, CA 95691

Phone: 533-673-2489 Fax: 533-673-1317

District Acceptance: *[Signature]*
Signature of District Representative

Title: Principal Date: 4/30/2015



State Of California
Contractors State License Board
ACTIVE LICENSE

License Number **309313** Firm **CORP**

Business Name
**FLETCHER'S PLUMBING AND
CONTRACTING INC**

Classification **C36 B A**

Expiration Date **06/30/2016**

www.cslb.ca.gov



JURAT

State of California

County of Sutter County } SS.

Subscribed and sworn to (or affirmed) before me on this 29th day of April, 20 15, by

(1) Adam Fletcher
(name of signer(s))

(2) N/A
(name of signer(s))

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(seal)

Crystal Gail Edwards
(signature of notary public)



Marysville Joint Unified School District

ATTACHMENT A – CONTRACTOR CERTIFICATION FORM
CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has not criminal charges pending for a felony as defined in Section 45122.1.


Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

| Name | Social Security No. |
|---------------|---------------------|
| BRIAN MADISON | |
| RAYMOND LOYD | |
| | |
| | |
| | |
| | |
| | |
| | |

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

Dated 04/29/2015 FLETCHER'S PLUMBING & CONTRACTING, INC (Company)
 (Signature)
VICE PRESIDENT (Title)

(Complete only if pertinent)

19 Exhibit E

- ELLA -

Page No.

8083/23 of

Pages

Proposal & Contract

FLETCHER'S PLUMBING & CONTRACTING, INC.

219 Burns Dr, Yuba City

1905 Nord Ave, Chico

530-673-2489 * 530-673-1317 fax 530-342-7800 * 530-342-7808 fax

Contractors Lic. No 309313 A, B, C36



| | | | | | |
|-----------------------|--------------------------------------|----------------|-----------------------|-----------|---------|
| PROPOSAL SUBMITTED TO | MARYSVILLE JOINT UNIFIED SCHOOL DIST | PHONE | 741-6124 | DATE | 4-24-15 |
| Street | 1919 B ST | Job Address | 4850 OLIVEHURST AVE. | | |
| City State Zip | MARYSVILLE, CA. 95901 | City State Zip | OLIVEHURST, CA. 95961 | | |
| OFFICE SWINGING DOOR | | | | JOB PHONE | |

Bid Consists of:

- 1 LOCATE STEEL STUDS IN WALL OF OFFICE
- 2 MOUNT NEW SWINGING HINGE MOUNTS TO OFFICE WALL ON STEEL STUD
- 3 INSTALL NEW BLACK SWING DOOR
- 4 PRICE INCLUDES ALL LABOR, EQUIPMENT AND MATERIAL
- 5 PRICE IS BASED ON CURRENT PREVAILING WAGE RATES
- 6 PRICE DOES NOT INCLUDE OPENING WALL TO INSTALL ADDITIONAL BACKING

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board -1020 N St. - Sacramento, CA 95814

NOTICE: Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 of seq.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has the right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

ONE THOUSAND NINE HUNDRED SIXTY DOLLARS AND NO CENTS dollars \$1960.00

UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a Substantial workmanlike manner according to specifications submitted. Per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon Strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature

Signature

Date of Acceptance:

82



Marysville Joint Unified School District

ATTACHMENT B TERMS AND CONDITIONS

WAGE RATES: Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request Refer to web site (www.dir.ca.gov)

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes. Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, 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 in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
Revised 01-23-2015

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

A Contractor or Subcontractor shall not be qualified to submit a proposal on, be listed on a proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code §1725.5, except under the limited circumstances set forth in Labor Code §1771.1(a). This requirement shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work awarded on or after April 1, 2015. The District may not accept a proposal or enter into a contract for a public works project with an unregistered contractor.

Pursuant to Labor Code §1771.4, this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and Subcontractor performing work on the Project shall be required to comply with the provisions of the California Labor Code, beginning with section 1720, and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate. Unless otherwise specified, the Contractor shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. For all new public works projects awarded on or after April 1, 2015, Contractor and each Subcontractor shall be required to furnish the records specified in Labor Code §1776 directly to the Labor Commissioner at least monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner. This requirement shall apply to all projects, whether new or ongoing, on or after January 1, 2016.

Contractor shall be responsible for complying with the provisions California Labor Code beginning with Section 1720, and the regulations of the Department of Industrial Relations, including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified weekly payrolls, and hiring of apprenticeship as appropriate. Contractor shall work with the Compliance Monitoring Unit to ensure the full compliance with the Department of Industrial Relations and applicable labor law.

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."



Marysville Joint Unified School District

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work 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. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors

or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and



Marysville Joint Unified School District

each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District.

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to District for acts and omissions of subcontractor and of persons either directly or indirectly employed. Nothing contained in contract documents shall create any contractual relation between any subcontractor and District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without prior written consent of District.

ARTICLE 6. WORKERS' COMPENSATION INSURANCE: The Contractor shall provide, during the life of this contract, workers' compensation insurance for all its employees engaged in work under this contract, or at the site of the project, and if work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate regarding Workers' Compensation available from the District prior to performing the work of the contract.

ARTICLE 7. PROOF OF INSURANCE: Contractor must provide Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured. Coverage additional to that shown above to be evidenced in a provided Certificate of Insurance is as follows: Products-Comp/Ops Aggregate \$1,000,000; Automobile \$1,000,000; Personal and Advertising Injury \$1,000,000; Each Occurrence \$1,000,000; Fire Damage minimum \$100,000; Medical Expense (per person) \$5,000. *Activities that place buildings at risk for fire (use of kitchen, portable lighting, heavy electrical gear, etc. must have a \$1,000,000 Property/Fire limit.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District.

ARTICLE 8. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend and indemnify District against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if its determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

ARTICLE 9. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 10. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 11. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.



Marysville Joint Unified School District

Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District.

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate.

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") - General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

ARTICLE 15. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 17. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is

required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law (2) Subsurface or latent physical conditions at the site differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

- Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protest between the contracting parties.

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 20. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the



Marysville Joint Unified School District

provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" has the same meaning as in section 3100 and 3106 of the Civil Code. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and confer") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3, commencing with section 2016, of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of

Revised 01-23-2015

arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgement.

ARTICLE 21. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED
consisting of Article 1 through Article 21



Marysville Joint Unified School District

ATTACHMENT C
CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.


Signature, Contractor's Authorize Representative
ADAM FLETCHER, VICE PRESIDENT
Name of Contractor's Authorized Representative, (Printed or Typed)

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|--|
| PRODUCER L/P Insurance Services, Inc. 5330 Primrose Drive Suite 225 Fair Oaks CA 95628-3598 | CONTACT NAME: Debby Waples PHONE: _____ FAX: _____ (A/C No. Ext): _____ E-MAIL: debby.waples@lpins.net ADDRESS: _____ |
| INSURED Fletcher's Plumbing and Contracting, Inc. 219 Burns Drive Yuba City CA 95991 | INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company, INSURER B: Unigard Insurance Company INSURER C: St. Paul Surplus Lines 30481 INSURER D: Everest National Insurance Co INSURER E: _____ INSURER F: _____ |

COVERAGES CERTIFICATE NUMBER: **CL141217236** REVISION NUMBER: _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | | | | |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETROSPECTIVE | | | BCS0030621 | 7/31/2013 | 7/31/2014 | Each Occurrence \$ 1,000,000 Aggregate \$ 100,000 Medical Payments \$ 1,000,000 Personal & Advertising \$ 1,000,000 General Aggregate \$ 2,000,000 Products & Completed Operations \$ 2,000,000 |
| | General Aggregate Limit Applies Per Policy <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Contract <input type="checkbox"/> | | | | | | |
| B | AUTOMOBILE LIABILITY | | | | | | |
| | <input checked="" type="checkbox"/> All Autos | | | PX810454 | 7/31/2013 | 7/31/2014 | Each Occurrence \$ 1,000,000 Bodily Injury/Property Damage \$ 1,000,000 Medical Payments \$ 1,000,000 Uninsured Motorist \$ 1,000,000 |
| | <input type="checkbox"/> Owned Autos | | | | | | |
| | <input type="checkbox"/> Hired Autos | | | | | | |
| C | UMBRELLA LIAB | | | | | | |
| | <input checked="" type="checkbox"/> EXCESS LIAB | | | 3UP15P5569A13NF | 7/31/2013 | 7/31/2014 | Each Occurrence \$ 2,000,000 Aggregate \$ 2,000,000 |
| | <input type="checkbox"/> Excess | | | | | | |
| | <input type="checkbox"/> Supplemental | | | | | | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | |
| | Any Employee/Contractor/Independent Contractor (Mandatory in NH) <input type="checkbox"/> Y/N | | | 7600006397141 | 1/1/2014 | 1/1/2015 | Each Employee \$ 1,000,000 Aggregate \$ 1,000,000 Each Employee \$ 1,000,000 |
| | Describe Limit of Operations Below | | | | | | |
| | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Yuba Gardens Gym; Certificate holder is named as additional insured as respects General Liability per attached. Thirty days notice of cancellation applies per policy provisions; 10 days for non-payment of premium.

CERTIFICATE HOLDER

Marysville Joint Unified
School District
Attn: Tina Lovell
1919 B Street
Marysville, CA 95901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Debby Waples/DEBBY

89

Debby Waples

POLICY NUMBER: BCS0030621

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|---|--|
| ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT, EXECUTED PRIOR TO THE "OCCURRENCE" TO WHICH THIS INSURANCE APPLIES, THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY | ALL LOCATIONS |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY - PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf.

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to those additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal" and "advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.
FLETCHER'S PLUMBING & CONTRACTING, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
219 BURNS DRIVE

6 City, state, and ZIP code
YUBA CITY CA 95991

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
____ - ____ - _____

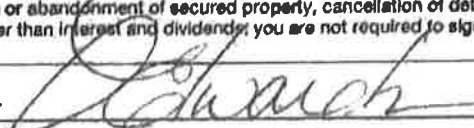
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **1-7-2015**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Marysville Joint Unified School District

ATTACHMENT D

This Criminal Background - Fingerprinting Certification form **must** be taken to our **Purchasing Department** at the Marysville Joint Unified School District, 1919 B Street, Marysville, CA 95901.

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT NAME OR CONTRACT NO.: Ella School Office Swing Door #8083
between the Marysville Joint Unified School District ("District" or "Owner")
and FLETCHER'S PLUMBING & CONTRACTING, INC. ("Contractor" or "Bidder").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

AFAP The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

AFAP Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

AFAP Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: BRIAN MADISON

Title: FIELD SUPERVISOR

AFAP The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.



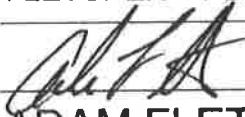
Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Ella School Office Swing Door #8083
between Marysville Joint Unified School District (the "District" or the "Owner") and
FLETCHER'S PLUMBING & CONTRACTING, INC (the "Contractor" or the "Bidder").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District's labor compliance program, if in use on this Project.

Date: 04/29/2015
Proper Name of Contractor: FLETCHER'S PLUMBING & CONTRACTING, INC
Signature: 
Print Name: ADAM FLETCHER
Title: VICE PRESIDENT

Proposal & Contract

Page No

of

Pages

FLETCHER'S PLUMBING & CONTRACTING, INC.
219 Burns Dr, Yuba City 1905 Nord Ave, Chico
530-673-2489 * 530-673-1317 fax 530-342-7800 * 530-342-7808 fax
Contractors Lic. No 309313 A, B, C36



| | | | | | |
|-----------------------|--------------------------------------|----------------|-----------------------|-----------|---------|
| PROPOSAL SUBMITTED TO | MARYSVILLE JOINT UNIFIED SCHOOL DIST | PHONE | 741-6124 | DATE | 4-24-15 |
| Street | 1919 B ST | Job Address | 4850 OLIVEHURST AVE. | | |
| City State Zip | MARYSVILLE, CA. 95901 | City State Zip | OLIVEHURST, CA. 95961 | | |
| OFFICE SWINGING DOOR | | | | JOB PHONE | |

Bid Consists of:

- 1 LOCATE STEEL STUDS IN WALL OF OFFICE
- 2 MOUNT NEW SWINGING HINGE MOUNTS TO OFFICE WALL ON STEEL STUD
- 3 INSTALL NEW BLACK SWING DOOR
- 4 PRICE INCLUDES ALL LABOR, EQUIPMENT AND MATERIAL
- 5 PRICE IS BASED ON CURRENT PREVAILING WAGE RATES
- 6 PRICE DOES NOT INCLUDE OPENING WALL TO INSTALL ADDITIONAL BACKING

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board -1020 N St. - Sacramento, CA 95814

NOTICE: Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 of seq.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has the right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of

ONE THOUSAND NINE HUNDRED SIXTY DOLLARS AND NO CENTS dollars \$1960.00

UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a Substantial workmanlike manner according to specifications submitted. Per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon Strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature

Date of Acceptance:

Signature

96



**Subscriber Agreement ("Agreement")
made 04/28/2015 between Discovery Education, Inc. ("Discovery") and
MARYSVILLE JOINT UNIF SCH DIST, CA ("Subscriber")**

1. Subject to the terms and conditions of this agreement, Discovery grants to Subscriber, and the educators, administrators, and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access Discovery Education Streaming via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use Discovery Education Streaming as set forth in the Terms of Use located at http://www.discoveryeducation.com/aboutus/terms_of_use.cfm, as Discovery may revise such Terms of Use from time to time (the Discovery Education Subscription Services "Terms of Use").
2. The "Term" shall be 05/13/2015 through and including 05/12/2016.
3. The pricing for this license (the "Fees") shall be as follows:

Discovery Education Streaming PLUS

| Quantity | Description | Price/Year | Total |
|--------------|--|------------|-------------------|
| | Discovery Education Streaming Plus HS License | \$3,150.00 | |
| 1 | Discovery Education Streaming Plus K-8 License | \$2,600.00 | \$2,600.00 |
| Total | | | \$2,600.00 |

4. The Fees are non-cancellable and are due and payable to Discovery within 30 days of receipt of invoice.
5. Subscriber may add schools in the district to this Agreement by written notice to Discovery, setting forth the name and address of the applicable school, the grade level of such schools, the number of students enrolled in each school, and the commencement date of the term for such schools (each, a "School Notice," and which may be submitted in the form of a purchase order). Upon receipt of a School Notice, the schools referenced therein shall be added to this Agreement and their Licenses shall become effective. Fees for additional schools will be prorated, based upon the number months in the term of the License for such additional school. The Fees for the additional schools shall be due and payable no later than thirty (30) days after the commencement date.
6. All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement, together with the Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements, negotiations, communications or understandings, oral or written, with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and duly signed by both parties. In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms and conditions of this Agreement or the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the applicable then-current Terms of Use, the terms of this Agreement shall control.
7. While Subscriber acknowledges that no student personal information is required for the use of any of the basic Discovery Education services, in the event Subscriber or its Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information, Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Discovery any information it provides through Discovery services in order to use such functions. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Subscriber consents to Discovery's use of such information in the course of providing the Discovery Education services. Discovery agrees to use any student personal information and data provided to it by Subscriber in compliance with (i) the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Family Educational Rights and Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and any other laws, regulations and statutes, all solely to the extent applicable, and (ii) Discovery's standard terms of use and privacy policy.

| | | |
|---------------------|--------------------------------|-------------------------------|
| Opportunity ID | 06UJ9C0022DC | |
| Account Name | MARYSVILLE JOINT UNIF SCH DIST | |
| State | CA - California | |
| Opportunity Owner | Goldman, Seth | |
| Description | 15-16 DESPLUS | |
| Amount | \$ 2,600.00 | |
| Contract Start Date | 05/13/2015 | Contract End Date: 05/12/2016 |
| Document Type | Standard Contract | |

CM REVIEW

- All pages are legible including applicable Signature Page & Exhibit A/Schedules
- Number/Type/Grade of schools on Exhibit A must match quantity/type of licenses on pricing table & SLX
- Prorated school superscripted on the pricing table and/or Exhibit A as applicable
- Contract Start & End Dates on contract must match SLX (if not, please work with Sales to correct OPP)
- Changes on contract are initialed and updated in SLX (check impact of student count and address changes)
- Shared Building is superscripted & footnoted on the Exhibit A and/or pricing table as applicable
- Check Invoice Info Tab for Special Instructions that must also be on contract
- If Support Agreement, ensure OPP ID for the underlying contract is in SLX Comments box and valid
- Confirm correct signatory has signed agreement
- Change current phase to Contract Received/Review and Legal Processing & Counter Execution

NOTES ONCE PRESIGNED BY JOAN PLEASE SEND TO SETH GOLDMAN. THANK YOU

Would you like to attach a document?

Approved:  Date: April 28, 2015

CM ADDITIONAL REVIEW (if applicable)

NOTES

Would you like to attach a document?

Approved: _____ Date: _____

LEGAL REVIEW (if applicable)

NOTES

- Legal Approved via Email see attached
- Legal Already Approved this was a Pre-Sign
- Legal Pre-Approved New Jersey Voucher Language
- Legal Pre-Approved E-Verify Language with Statement
- × Approved For Pre-Sign Only

Would you like to attach a document?

Approved:  Date: April 28, 2015

98



8. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.
9. Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.
10. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

MARYSVILLE JOINT UNIF SCH DIST

DISCOVERY EDUCATION, INC.

By: _____
(Signature Required)

Title: Superintendent

Printed Name: Gay TODD

Date: May 12, 2015

DocuSigned by:
Joan Kelly Smith
By: 3228105E7A7741A

Title: SVP - Compliance and Operations

Printed Name: Joan Kelly Smith

Date: April 29, 2015

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT

Billing Entity: ELLA Elementary School

Billing Entity Address: 4850 Olivehurst Avenue
Olivehurst, CA 95961

Billing Entity Phone Number: 530-741-6124

Ref. No. O6UJ9C0022DC



EXHIBIT A
LICENSED SCHOOLS

| DISCOVERY EDUCATION SCHOOL INFORMATION REQUIRED | | | | |
|---|---|--------------|-----------------|------|
| SCHOOL NAME | ADDRESS | GRADE LEVELS | NO. OF STUDENTS | PLUS |
| ELLA ELEMENTARY SCHOOL | 4850 OLIVEHURST AVE, OLIVEHURST, CA 95961 | K - 05 | 570 | X |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Please add additional pages as necessary

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).

AGREEMENT FOR SEARCH & RECRUITMENT SERVICES

Search for Chief Business Official

This is an Agreement between the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of March 30, 2015.

RECITALS

WHEREAS, the Client needs assistance with its Chief Business Official search and selection process; and

WHEREAS, the Client has examined the abilities of employees of the district, the county office, and adjoining districts to provide these services; and

WHEREAS, the Client finds that these services are either not available, or not available to the same level of expertise as those offered by outside consulting assistance; and

WHEREAS, Consultant is professionally trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to assist the Client in the selection of a Chief Business Official in the following manner:


Interview appropriate district officials, print a brochure, recruit candidates, receive applications and confidential papers and assemble files, assist the expert panel in the screening process, and all other matters pertinent to assisting the Superintendent in the selection of a Chief Business Official.

2. The Client agrees to pay Consultant for expenses only. Consultant will bill the Client at appropriate intervals for expenses accrued to that date. "Expenses" are defined as actual expenses for items such as advertising, brochure printing, mailing, telephone, travel costs, duplicating, and screening and reference checking.

3. This Agreement shall be effective as of March 30, 2015, and shall terminate upon completion of the project, which is estimated to be July 31, 2015.

4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor, and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below.

BY: 
RAMIRO CARREÓN
Assistant Superintendent of Personnel Services
Marysville Joint Unified School District

DATE: 04/22/2015

BY: 
SUZANNE SPECK
Associate Vice President
School Services of California, Inc.

DATE: 4/22/15

TENTATIVE AGREEMENT
Between the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
And the
OPERATING ENGINEERS LOCAL UNION #3
For the
2014-2015 AND 2015-16 SCHOOL YEARS

The Marysville Joint Unified School District ("District") and the Operating Engineers Local Union #3 ("OE3") have reached a tentative agreement ("TA") on April 29, 2015, on a two (2)-year economic proposal. The TA outlines the economic provision(s) below, as a two (2)-year total compensation package. The term of the Memorandum of Understanding between the parties shall be extended from July 1, 2014 to June 30, 2017.

The parties agree to the following for the 2014-2015 and 2015-16 school years:

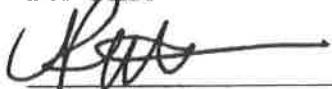
Salary Schedule:

- ❖ 2013-14 salary schedules and ranges for each classification and title, within OE3, shall be increased by four point zero percent (4.0%), retroactive to July 1, 2014. This total compensation settles and closes bargaining for the 2014-15 school year.
- ❖ Commencing with July 1, 2015, newly-revised 2014-15 salary schedules shall be increased by an additional five point zero percent (5.0%). This total compensation settles and closes bargaining for the 2015-16 school year.

Work Year:

- ❖ All employees, whose work year calendars are less than two hundred sixty days shall work one (1) additional day in each of the two (2) subsequent school years: 2015-16 and 2016-17. For purposes of illustration, a one hundred ninety-six (196)-workday employee shall work one (1) additional day in 2015-16 and 2016-17, for a total of 197 in each of those two years.

For OE3:



Ruda Nelson, Job Steward

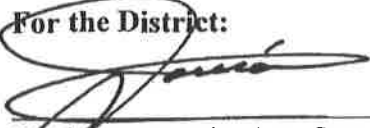
Date



Mike Minton, OE3 Labor Rep.

Date

For the District:



Ramiro G. Carreón, Asst. Supt

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: OE3
 Certificated, Classified, Other: 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: May 12, 2015
 (date)

A. Proposed Change in Compensation

| Compensation | Annual Cost Prior to Proposed Agreement 2014-15 as of 3/10/15 | 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 Salary Schedule (This is to include Step and Column, which is also reported separately in Item 6.) | \$ 9,964,805 | \$ 398,592 | \$ 528,533 | |
| | | 4.00% | 5.00% | |
| 2 Other Compensation - Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc. | | \$ - | \$ - | |
| | | 0.00% | 0.00% | |
| Description of Other Compensation | | | | |
| 3 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc. | \$ 4,486,919 | \$ 91,202 | \$ 125,315 | |
| | | | 0.00% | |
| 4 Health/Welfare Benefits | \$ 10,822 | \$ - | | |
| | | 0.00% | 0.00% | |
| 5 Total Compensation - Add Items 1 through 4 to equal 5 | \$ 14,462,545 | \$ 489,794 | \$ 653,848 | |
| | | 3.39% | 4.52% | |
| 6 Step and Column - Due to movement plus any changes due to settlement. This is a subset of Line No. 1. | | \$ - | \$ 30,293 | |
| 7 Total Number of Represented Employees (Use FTEs if appropriate) | 289.00 | 289.00 | 289.00 | |
| 8 Total Compensation - Average Cost per Employee | \$ 50,043 | \$ 1,695 | \$ 2,262 | |
| | | 3.39% | 4.52% | |

104

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 OE3 members a salary increase of 4% retroactive to July 1, 2014 and 5% salary increase effective 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 \$1,001.80 per month for each OE3 member 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

105

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

Bargaining Unit:

OE3

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|--|--|-----------------|---|
| | Latest Board Approved Budget Before Settlement (As of 03-10-15) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| Revenue Limit Sources (8010-8099) | \$ 69,767,914 | \$ - | \$ - | \$ 69,767,914 |
| Remaining Revenues (8100-8799) | \$ 2,394,090 | \$ - | \$ - | \$ 2,394,090 |
| TOTAL REVENUES | \$ 72,162,004 | \$ - | \$ - | \$ 72,162,004 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$ 28,304,935 | | \$ 982,368 | \$ 29,287,303 |
| Classified Salaries (2000-2999) | \$ 10,199,285 | \$ 398,592 | \$ 54,088 | \$ 10,651,965 |
| Employee Benefits (3000-3999) | \$ 12,609,183 | \$ 91,202 | \$ 55,683 | \$ 12,756,068 |
| Books and Supplies (4000-4999) | \$ 4,543,697 | \$ - | \$ - | \$ 4,543,697 |
| Services, Other Operating Expenses (5000-5999) | \$ 5,960,532 | \$ - | \$ - | \$ 5,960,532 |
| Capital Outlay (6000-6599) | \$ 1,342,915 | \$ - | \$ - | \$ 1,342,915 |
| Other Outgo (7100-7299) (7400-7499) | \$ 233,749 | \$ - | \$ - | \$ 233,749 |
| Direct Support/Indirect Cost (7300-7399) | \$ (1,351,362) | \$ - | \$ - | \$ (1,351,362) |
| TOTAL EXPENDITURES | \$ 61,842,934 | \$ 489,794 | \$ 1,092,139 | \$ 63,424,867 |
| OPERATING SURPLUS (DEFICIT) | \$ 10,319,070 | \$ (489,794) | \$ (1,092,139) | \$ 8,737,137 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$ - | \$ - | \$ - | \$ - |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$ 11,223 | \$ - | \$ - | \$ 11,223 |
| CONTRIBUTIONS (8980-8999) | \$ (9,041,355) | \$ - | \$ - | \$ (9,041,355) |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ 1,266,492 | \$ (489,794) | \$ (1,092,139) | \$ (315,441) |
| BEGINNING FUND BALANCE | \$ 9,735,747 | | | \$ 9,735,747 |
| Prior-Year Adjustments/Restatements (9793/9795) | \$ - | | | \$ - |
| ENDING FUND BALANCE | \$ 11,002,239 | \$ (489,794) | \$ (1,092,139) | \$ 9,420,306 |
| COMPONENTS OF ENDING BALANCE: | | | | |
| Reserved Amounts (9711-9740) | \$ 455,000 | \$ - | \$ - | \$ 455,000 |
| Reserved for Economic Uncertainties (9770) | \$ 2,593,000 | \$ 11,958 | \$ 41,510 | \$ 2,646,468 |
| Designated Amounts (9775-9780) | \$ 1,710,839 | \$ - | \$ - | \$ 1,710,839 |
| Unappropriated Amount (9790) | \$ 6,243,400 | \$ (501,752) | \$ (1,133,649) | \$ 4,607,999 |

* Please see question #5 on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

OE3

Bargaining Unit:

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|--|--|-----------------|---|
| | Latest Board Approved Budget Before Settlement (As of 03-10-15) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| Revenue Limit Sources (8010-8099) | \$ - | \$ - | \$ - | \$ - |
| Remaining Revenues (8100-8799) | \$ 13,618,287 | \$ - | \$ - | \$ 13,618,287 |
| TOTAL REVENUES | \$ 13,618,287 | \$ - | \$ - | \$ 13,618,287 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$ 6,607,995 | | \$ 187,833 | \$ 6,795,828 |
| Classified Salaries (2000-2999) | \$ 4,470,608 | \$ - | \$ - | \$ 4,470,608 |
| Employee Benefits (3000-3999) | \$ 3,477,207 | | \$ 25,902 | \$ 3,503,109 |
| Books and Supplies (4000-4999) | \$ 3,752,282 | \$ - | \$ - | \$ 3,752,282 |
| Services, Other Operating Expenses (5000-5999) | \$ 2,832,961 | \$ - | \$ - | \$ 2,832,961 |
| Capital Outlay (6000-6599) | \$ 157,569 | \$ - | \$ - | \$ 157,569 |
| Other Outgo (7100-7299) (7400-7499) | \$ 1,931,720 | \$ - | \$ - | \$ 1,931,720 |
| Direct Support/Indirect Cost (7300-7399) | \$ 513,440 | \$ - | \$ - | \$ 513,440 |
| | | | | |
| TOTAL EXPENDITURES | \$ 23,743,782 | \$ - | \$ 213,735 | \$ 23,957,517 |
| OPERATING SURPLUS (DEFICIT) | \$ (10,125,495) | \$ - | \$ (213,735) | \$ (10,339,230) |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$ - | \$ - | \$ - | \$ - |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$ 821,983 | \$ - | \$ - | \$ 821,983 |
| CONTRIBUTIONS (8980-8999) | \$ 9,041,355 | \$ - | \$ - | \$ 9,041,355 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ (1,906,123) | \$ - | \$ (213,735) | \$ (2,119,858) |
| | | | | |
| BEGINNING FUND BALANCE | \$ 3,475,102 | | | \$ 3,475,102 |
| Prior-Year Adjustments/Restatements (9793/9795) | \$ - | | | \$ - |
| ENDING FUND BALANCE | \$ 1,568,979 | \$ - | \$ (213,735) | \$ 1,355,244 |
| COMPONENTS OF ENDING BALANCE: | | | | |
| Reserved Amounts (9711-9740) | \$ - | \$ - | \$ - | \$ - |
| Reserved for Economic Uncertainties (9770) | \$ - | \$ - | \$ - | \$ - |
| Designated Amounts (9775-9780) | \$ - | \$ - | \$ - | \$ - |
| Unappropriated Amount (9790) | \$ 1,568,979 | \$ - | \$ (213,735) | \$ 1,355,244 |

* Please see question #5 on page 7.

108

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit:

OE3

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|--|--|-----------------|---|
| | Latest Board Approved Budget Before Settlement (As of 03-10-15) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| Revenue Limit Sources (8010-8099) | \$ 69,767,914 | \$ - | \$ - | \$ 69,767,914 |
| Remaining Revenues (8100-8799) | \$ 16,012,377 | \$ - | \$ - | \$ 16,012,377 |
| TOTAL REVENUES | \$ 85,780,291 | \$ - | \$ - | \$ 85,780,291 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$ 34,912,930 | \$ - | \$ 1,170,201 | \$ 36,083,131 |
| Classified Salaries (2000-2999) | \$ 14,669,893 | \$ 398,592 | \$ 54,088 | \$ 15,122,573 |
| Employee Benefits (3000-3999) | \$ 16,086,390 | \$ 91,202 | \$ 81,585 | \$ 16,259,177 |
| Books and Supplies (4000-4999) | \$ 8,295,979 | \$ - | \$ - | \$ 8,295,979 |
| Services, Other Operating Expenses (5000-5999) | \$ 8,793,493 | \$ - | \$ - | \$ 8,793,493 |
| Capital Outlay (6000-6599) | \$ 1,500,484 | \$ - | \$ - | \$ 1,500,484 |
| Other Outgo (7100-7299) (7400-7499) | \$ 2,165,469 | \$ - | \$ - | \$ 2,165,469 |
| Direct Support/Indirect Cost (7300-7399) | \$ (837,922) | \$ - | \$ - | \$ (837,922) |
| TOTAL EXPENDITURES | \$ 85,586,716 | \$ 489,794 | \$ 1,305,874 | \$ 87,382,384 |
| OPERATING SURPLUS (DEFICIT) | \$ 193,575 | \$ (489,794) | \$ (1,305,874) | \$ (1,602,093) |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$ - | \$ - | \$ - | \$ - |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$ 833,206 | \$ - | \$ - | \$ 833,206 |
| CONTRIBUTIONS (8980-8999) | \$ - | \$ - | \$ - | \$ - |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ (639,631) | \$ (489,794) | \$ (1,305,874) | \$ (2,435,299) |
| BEGINNING FUND BALANCE | \$ 13,210,849 | | | \$ 13,210,849 |
| Prior-Year Adjustments/Restatements (9793/9795) | \$ - | | | \$ - |
| ENDING FUND BALANCE | \$ 12,571,218 | \$ (489,794) | \$ (1,305,874) | \$ 10,775,550 |
| COMPONENTS OF ENDING BALANCE: | | | | |
| Reserved Amounts (9711-9740) | \$ 455,000 | \$ - | \$ - | \$ 455,000 |
| Reserved for Economic Uncertainties (9770) | \$ 2,593,000 | \$ 11,958 | \$ 41,510 | \$ 2,646,468 |
| Designated Amounts (9775-9780) | \$ 1,710,839 | \$ - | \$ - | \$ 1,710,839 |
| Unappropriated Amount - Unrestricted (9790) | \$ 6,243,400 | \$ (501,752) | \$ (1,133,649) | \$ 4,607,999 |
| Unappropriated Amount - Restricted (9790) | \$ 1,568,979 | \$ - | \$ (213,735) | \$ 1,355,244 |
| Reserve for Economic Uncertainties Percentage | 10.22% | | | 8.22% |

* Please see question #5 on page 7.

109

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Bargaining Unit:

OE3

| | FY 2014-15 | FY 2015-16 | FY 2016-17 |
|---|--|---|--|
| | Total Current Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
| REVENUES | | | |
| Revenue Limit Sources (8010-8099) | \$ 69,767,914 | \$ 76,438,618 | \$ 77,347,620 |
| Remaining Revenues (8100-8799) | \$ 16,012,377 | \$ 13,961,779 | \$ 13,738,279 |
| TOTAL REVENUES | \$ 85,780,291 | \$ 90,400,397 | \$ 91,085,899 |
| EXPENDITURES | | | |
| Certificated Salaries (1000-1999) | \$ 36,083,131 | \$ 37,086,239 | \$ 37,790,878 |
| Classified Salaries (2000-2999) | \$ 15,122,573 | \$ 16,162,492 | \$ 16,419,476 |
| Employee Benefits (3000-3999) | \$ 16,259,177 | \$ 16,937,994 | \$ 18,011,863 |
| Books and Supplies (4000-4999) | \$ 8,295,979 | \$ 5,511,825 | \$ 5,601,570 |
| Services, Other Operating Expenses (5000-5999) | \$ 8,793,493 | \$ 8,240,462 | \$ 8,291,007 |
| Capital Outlay (6000-6999) | \$ 1,500,484 | \$ 1,121,231 | \$ 1,361,231 |
| Other Outgo (7100-7299) (7400-7499) | \$ 2,165,469 | \$ 2,165,469 | \$ 2,165,469 |
| Direct Support/Indirect Cost (7300-7399) | \$ (837,922) | \$ (738,088) | \$ (738,088) |
| TOTAL EXPENDITURES | \$ 87,382,384 | \$ 86,487,624 | \$ 88,903,405 |
| OPERATING SURPLUS (DEFICIT) | \$ (1,602,093) | \$ 3,912,773 | \$ 2,182,494 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$ - | \$ - | \$ - |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$ 833,206 | \$ 820,000 | \$ 820,000 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ (2,435,299) | \$ 3,092,773 | \$ 1,362,494 |
| BEGINNING FUND BALANCE | \$ 13,210,849 | \$ 10,775,550 | \$ 13,868,323 |
| ENDING FUND BALANCE | \$ 10,775,550 | \$ 13,868,323 | \$ 15,230,817 |
| COMPONENTS OF ENDING BALANCE: | | | |
| Reserved Amounts (9711-9740) | \$ 455,000 | \$ 455,000 | \$ 455,000 |
| Reserved for Economic Uncertainties - Unrestricted (9770) | \$ 2,646,468 | \$ 2,619,229 | \$ 2,691,702 |
| Reserved for Economic Uncertainties - Restricted (9770) | \$ - | \$ - | \$ - |
| Board Designated Amounts (9775-9780) | \$ 1,710,839 | \$ - | \$ - |
| Unappropriated Amounts - Unrestricted (9790) | \$ 4,607,999 | \$ 10,794,094 | \$ 12,084,115 |
| Unappropriated Amounts - Restricted (9790) | \$ 1,355,244 | \$ - | \$ - |

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) | \$ 88,215,590 | \$ 87,307,624 | \$ 89,723,405 |
| 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 | \$ 2,646,468 | \$ 2,619,229 | \$ 2,691,702 |

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

| | | | | |
|----|---|--------------|---------------|---------------|
| a. | General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770) | \$ 2,646,468 | \$ 2,619,229 | \$ 2,691,702 |
| b. | General Fund Budgeted Unrestricted Unappropriated Amount (9790) | \$ 4,607,999 | \$ 10,794,094 | \$ 12,084,115 |
| 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 | \$ 7,254,467 | \$ 13,413,323 | \$ 14,775,817 |
| h. | Reserve for Economic Uncertainties Percentage | 8.22% | 15.36% | 16.47% |

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:

Step & column increases excluded from page 1, due to the amounts included in original multi-year projections. Additional step & column costs associated with increase are immaterial; thus, not quantified.

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 OE3 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>Budget Adjustment Categories:</u> | <u>Budget Adjustment Increase (Decrease)</u> |
|---|---|
| Revenues/Other Financing Sources | \$ |
| Expenditures/Other Financing Uses | \$ 489,794 |
| Ending Fund Balance Increase (Decrease) | \$ (489,794) |

Subsequent Years

| <u>Budget Adjustment Categories:</u> | <u>Budget Adjustment Increase (Decrease)</u> |
|---|---|
| Revenues/Other Financing Sources | \$ 0 |
| Expenditures/Other Financing Uses | \$ 653,848 |
| Ending Fund Balance Increase (Decrease) | \$ (653,848) |

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

Gay Todd
District Superintendent
(Signature)

5-5-15
Date

☒ I hereby certify ☐ I am unable to certify

Joseph Passaglia
Chief Business Official
(Signature)

5-5-15
Date

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

113

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)

Date

Jennifer Passaglia, Director of Fiscal Services
Contact Person

530-749-6125
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on May 12, 2015 took action to approve the proposed Agreement with OE3.

President (or Clerk), Governing Board
(Signature)

Date

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

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 April 20, 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 five point zero percent (5.0%) beginning July 1, 2015. This supersedes any all TA's entered into by the parties, with the most recent taking place on February 17, 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. An additional workday may be added, as requested by preschool teachers. The purpose of this day may be determined by management in collaboration with the staff.

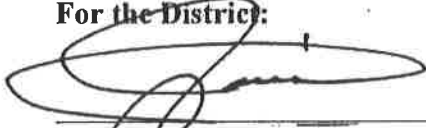
For CSEA#648:


Bernadine Ridgeway, Chapter President

Date

4-20-15

For the District:


Ramiro G. Carreón, Asst. Supt

Date

4/20/2015

**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 & Classified

The proposed agreement covers the period beginning: July 1, 2015 and ending: June 30, 2016
 (date) (date)

The Governing Board will act upon this agreement on: May 12, 2015
 (date)

A. Proposed Change in Compensation

| Compensation | Annual Cost Prior to Proposed Agreement 2014-15 as of 3-10- | 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 Salary Schedule (This is to include Step and Column, which is also reported separately in Item 6.) | \$ 522,035 | \$ - | \$ 5,538 | |
| | | 0.00% | 1.00% | |
| 2 Other Compensation - Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc. | | \$ - | \$ - | |
| | | 0.00% | 0.00% | |
| Description of Other Compensation | | | | |
| 3 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc. | \$ 93,021 | \$ - | \$ 1,064 | |
| | | | 0.00% | |
| 4 Health/Welfare Benefits | \$ 132,481 | \$ - | | |
| | | 0.00% | 0.00% | |
| 5 Total Compensation - Add Items 1 through 4 to equal 5 | \$ 747,537 | \$ - | \$ 6,602 | |
| | | 0.00% | 0.00% | |
| 6 Step and Column - Due to movement plus any changes due to settlement. This is a subset of Line No. 1. | \$ - | \$ - | \$ 318 | |
| 7 Total Number of Represented Employees (Use FTEs if appropriate) | 18.00 | 0.00 | 18.00 | |
| 8 Total Compensation - Average Cost per Employee | \$ 41,530 | \$ - | \$ 367 | |
| | | 0.00% | 0.88% | |

116

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% effective 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 for each full-time CSEA #648 member: 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.)

District estimates approximately 100% of the total settlement will be assumed by unrestricted programs.

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

N/A

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) |
| REVENUES | | | | |
| Revenue Limit Sources (8010-8099) | \$ 69,767,914 | \$ - | \$ - | \$ 69,767,914 |
| Remaining Revenues (8100-8799) | \$ 2,394,090 | \$ - | \$ - | \$ 2,394,090 |
| TOTAL REVENUES | \$ 72,162,004 | \$ - | \$ - | \$ 72,162,004 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$ 28,304,935 | \$ - | \$ 982,368 | \$ 29,287,303 |
| Classified Salaries (2000-2999) | \$ 10,199,285 | \$ - | \$ 452,680 | \$ 10,651,965 |
| Employee Benefits (3000-3999) | \$ 12,609,183 | \$ - | \$ 146,885 | \$ 12,756,068 |
| Books and Supplies (4000-4999) | \$ 4,543,697 | \$ - | \$ - | \$ 4,543,697 |
| Services, Other Operating Expenses (5000-5999) | \$ 5,960,532 | \$ - | \$ - | \$ 5,960,532 |
| Capital Outlay (6000-6599) | \$ 1,342,915 | \$ - | \$ - | \$ 1,342,915 |
| Other Outgo (7100-7299) (7400-7499) | \$ 233,749 | \$ - | \$ - | \$ 233,749 |
| Direct Support/Indirect Cost (7300-7399) | \$ (1,351,362) | \$ - | \$ - | \$ (1,351,362) |
| TOTAL EXPENDITURES | \$ 61,842,934 | \$ - | \$ 1,581,933 | \$ 63,424,867 |
| OPERATING SURPLUS (DEFICIT) | \$ 10,319,070 | \$ - | \$ (1,581,933) | \$ 8,737,137 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$ - | \$ - | \$ - | \$ - |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$ 11,223 | \$ - | \$ - | \$ 11,223 |
| CONTRIBUTIONS (8980-8999) | \$ (9,041,355) | \$ - | \$ - | \$ (9,041,355) |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ 1,266,492 | \$ - | \$ (1,581,933) | \$ (315,441) |
| BEGINNING FUND BALANCE | \$ 9,735,747 | | | \$ 9,735,747 |
| Prior-Year Adjustments/Restatements (9793/9795) | \$ - | | | \$ - |
| ENDING FUND BALANCE | \$ 11,002,239 | \$ - | \$ (1,581,933) | \$ 9,420,306 |
| COMPONENTS OF ENDING BALANCE: | | | | |
| Reserved Amounts (9711-9740) | \$ 455,000 | \$ - | \$ - | \$ 455,000 |
| Reserved for Economic Uncertainties (9770) | \$ 2,593,000 | \$ - | \$ 53,468 | \$ 2,646,468 |
| Designated Amounts (9775-9780) | \$ 1,710,839 | \$ - | \$ - | \$ 1,710,839 |
| Unappropriated Amount (9790) | \$ 6,243,400 | \$ - | \$ (1,635,401) | \$ 4,607,999 |

* Please see question #5 on page 7.

119

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) |
| REVENUES | | | | |
| Revenue Limit Sources (8010-8099) | \$ - | \$ - | \$ - | \$ - |
| Remaining Revenues (8100-8799) | \$ 13,618,287 | \$ - | \$ - | \$ 13,618,287 |
| TOTAL REVENUES | \$ 13,618,287 | \$ - | \$ - | \$ 13,618,287 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$ 6,607,995 | \$ - | \$ 187,833 | \$ 6,795,828 |
| Classified Salaries (2000-2999) | \$ 4,470,608 | \$ - | \$ - | \$ 4,470,608 |
| Employee Benefits (3000-3999) | \$ 3,477,207 | \$ - | \$ 25,902 | \$ 3,503,109 |
| Books and Supplies (4000-4999) | \$ 3,752,282 | \$ - | \$ - | \$ 3,752,282 |
| Services, Other Operating Expenses (5000-5999) | \$ 2,832,961 | \$ - | \$ - | \$ 2,832,961 |
| Capital Outlay (6000-6599) | \$ 157,569 | \$ - | \$ - | \$ 157,569 |
| Other Outgo (7100-7299) (7400-7499) | \$ 1,931,720 | \$ - | \$ - | \$ 1,931,720 |
| Direct Support/Indirect Cost (7300-7399) | \$ 513,440 | \$ - | \$ - | \$ 513,440 |
| | | | | |
| TOTAL EXPENDITURES | \$ 23,743,782 | \$ - | \$ 213,735 | \$ 23,957,517 |
| OPERATING SURPLUS (DEFICIT) | \$ (10,125,495) | \$ - | \$ (213,735) | \$ (10,339,230) |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$ - | \$ - | \$ - | \$ - |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$ 821,983 | \$ - | \$ - | \$ 821,983 |
| CONTRIBUTIONS (8980-8999) | \$ 9,041,355 | \$ - | \$ - | \$ 9,041,355 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ (1,906,123) | \$ - | \$ (213,735) | \$ (2,119,858) |
| | | | | |
| BEGINNING FUND BALANCE | \$ 3,475,102 | | | \$ 3,475,102 |
| Prior-Year Adjustments/Restatements (9793/9795) | \$ - | | | \$ - |
| ENDING FUND BALANCE | \$ 1,568,979 | \$ - | \$ (213,735) | \$ 1,355,244 |
| COMPONENTS OF ENDING BALANCE: | | | | |
| Reserved Amounts (9711-9740) | \$ - | \$ - | \$ - | \$ - |
| Reserved for Economic Uncertainties (9770) | \$ - | \$ - | \$ - | \$ - |
| Designated Amounts (9775-9780) | \$ - | \$ - | \$ - | \$ - |
| Unappropriated Amount (9790) | \$ 1,568,979 | \$ - | \$ (213,735) | \$ 1,355,244 |

* Please see question #5 on page 7.

120

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) |
| REVENUES | | | | |
| Revenue Limit Sources (8010-8099) | \$ 69,767,914 | \$ - | \$ - | \$ 69,767,914 |
| Remaining Revenues (8100-8799) | \$ 16,012,377 | \$ - | \$ - | \$ 16,012,377 |
| TOTAL REVENUES | \$ 85,780,291 | \$ - | \$ - | \$ 85,780,291 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$ 34,912,930 | \$ - | \$ 1,170,201 | \$ 36,083,131 |
| Classified Salaries (2000-2999) | \$ 14,669,893 | \$ - | \$ 452,680 | \$ 15,122,573 |
| Employee Benefits (3000-3999) | \$ 16,086,390 | \$ - | \$ 172,787 | \$ 16,259,177 |
| Books and Supplies (4000-4999) | \$ 8,295,979 | \$ - | \$ - | \$ 8,295,979 |
| Services, Other Operating Expenses (5000-5999) | \$ 8,793,493 | \$ - | \$ - | \$ 8,793,493 |
| Capital Outlay (6000-6599) | \$ 1,500,484 | \$ - | \$ - | \$ 1,500,484 |
| Other Outgo (7100-7299) (7400-7499) | \$ 2,165,469 | \$ - | \$ - | \$ 2,165,469 |
| Direct Support/Indirect Cost (7300-7399) | \$ (837,922) | \$ - | \$ - | \$ (837,922) |
| TOTAL EXPENDITURES | \$ 85,586,716 | \$ - | \$ 1,795,668 | \$ 87,382,384 |
| OPERATING SURPLUS (DEFICIT) | \$ 193,575 | \$ - | \$ (1,795,668) | \$ (1,602,093) |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$ - | \$ - | \$ - | \$ - |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$ 833,206 | \$ - | \$ - | \$ 833,206 |
| CONTRIBUTIONS (8980-8999) | \$ - | \$ - | \$ - | \$ - |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ (639,631) | \$ - | \$ (1,795,668) | \$ (2,435,299) |
| BEGINNING FUND BALANCE | \$ 13,210,849 | | | \$ 13,210,849 |
| Prior-Year Adjustments/Restatements (9793/9795) | \$ - | | | \$ - |
| ENDING FUND BALANCE | \$ 12,571,218 | \$ - | \$ (1,795,668) | \$ 10,775,550 |
| COMPONENTS OF ENDING BALANCE: | | | | |
| Reserved Amounts (9711-9740) | \$ 455,000 | \$ - | \$ - | \$ 455,000 |
| Reserved for Economic Uncertainties (9770) | \$ 2,593,000 | \$ - | \$ 53,468 | \$ 2,646,468 |
| Designated Amounts (9775-9780) | \$ 1,710,839 | \$ - | \$ - | \$ 1,710,839 |
| Unappropriated Amount - Unrestricted (9790) | \$ 6,243,400 | \$ - | \$ (1,635,401) | \$ 4,607,999 |
| Unappropriated Amount - Restricted (9790) | \$ 1,568,979 | \$ - | \$ (213,735) | \$ 1,355,244 |
| Reserve for Economic Uncertainties Percentage | 10.22% | | | 8.22% |

* Please see question #5 on page 7.

121

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 |
| REVENUES | | | |
| Revenue Limit Sources (8010-8099) | \$ 69,767,914 | \$ 76,438,618 | \$ 77,347,620 |
| Remaining Revenues (8100-8799) | \$ 16,012,377 | \$ 13,961,779 | \$ 13,738,279 |
| TOTAL REVENUES | \$ 85,780,291 | \$ 90,400,397 | \$ 91,085,899 |
| EXPENDITURES | | | |
| Certificated Salaries (1000-1999) | \$ 36,083,131 | \$ 37,086,239 | \$ 37,787,735 |
| Classified Salaries (2000-2999) | \$ 15,122,573 | \$ 16,162,492 | \$ 15,844,822 |
| Employee Benefits (3000-3999) | \$ 16,259,177 | \$ 16,937,994 | \$ 17,868,729 |
| Books and Supplies (4000-4999) | \$ 8,295,979 | \$ 5,511,825 | \$ 5,601,570 |
| Services, Other Operating Expenses (5000-5999) | \$ 8,793,493 | \$ 8,240,462 | \$ 8,291,007 |
| Capital Outlay (6000-6999) | \$ 1,500,484 | \$ 1,121,231 | \$ 1,361,231 |
| Other Outgo (7100-7299) (7400-7499) | \$ 2,165,469 | \$ 2,165,469 | \$ 2,165,469 |
| Direct Support/Indirect Cost (7300-7399) | \$ (837,922) | \$ (738,088) | \$ (738,088) |
| TOTAL EXPENDITURES | \$ 87,382,384 | \$ 86,487,624 | \$ 88,182,475 |
| OPERATING SURPLUS (DEFICIT) | \$ (1,602,093) | \$ 3,912,773 | \$ 2,903,424 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$ - | \$ - | \$ - |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$ 833,206 | \$ 820,000 | \$ 820,000 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ (2,435,299) | \$ 3,092,773 | \$ 2,083,424 |
| BEGINNING FUND BALANCE | \$ 13,210,849 | \$ 10,775,550 | \$ 13,868,323 |
| ENDING FUND BALANCE | \$ 10,775,550 | \$ 13,868,323 | \$ 15,951,747 |
| COMPONENTS OF ENDING BALANCE: | | | |
| Reserved Amounts (9711-9740) | \$ 455,000 | \$ 455,000 | \$ 455,000 |
| Reserved for Economic Uncertainties - Unrestricted (9770) | \$ 2,646,468 | \$ 2,619,229 | \$ 2,670,074 |
| Reserved for Economic Uncertainties - Restricted (9770) | \$ - | \$ - | \$ - |
| Board Designated Amounts (9775-9780) | \$ 1,710,839 | \$ - | \$ - |
| Unappropriated Amounts - Unrestricted (9790) | \$ 4,607,999 | \$ 10,794,094 | \$ 12,826,673 |
| Unappropriated Amounts - Restricted (9790) | \$ 1,355,244 | \$ - | \$ - |

122

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) | \$ 88,215,590 | \$ 87,307,624 | \$ 89,002,475 |
| 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 | \$ 2,646,468 | \$ 2,619,229 | \$ 2,670,074 |

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

| | | | | |
|----|---|--------------|---------------|---------------|
| a. | General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770) | \$ 2,646,468 | \$ 2,619,229 | \$ 2,670,074 |
| b. | General Fund Budgeted Unrestricted Unappropriated Amount (9790) | \$ 4,607,999 | \$ 10,794,094 | \$ 12,826,673 |
| 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 | \$ 7,254,467 | \$ 13,413,323 | \$ 15,496,747 |
| h. | Reserve for Economic Uncertainties Percentage | 8.22% | 15.36% | 17.41% |

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?

123

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:

Step & column increases excluded from page 1, due to the amounts included in original multi-year projections. Additional step & column costs associated with increase are immaterial; thus, not quantified.

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 7/1/15 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:

Revenues/Other Financing Sources

**Budget Adjustment
Increase (Decrease)**

\$

Expenditures/Other Financing Uses

\$ 0

Ending Fund Balance Increase (Decrease)

\$ 0

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources

**Budget Adjustment
Increase (Decrease)**

\$ 0

Expenditures/Other Financing Uses

\$ 6,602

Ending Fund Balance Increase (Decrease)

\$ (6,602)

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)

5-5-15
Date

☒ I hereby certify ☐ I am unable to certify


Chief Business Official
(Signature)

5-5-15
Date

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

125

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)

Date

Jennifer Passaglia, Director of Fiscal Services
Contact Person

530-749-6125
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on May 12, 2015 took action to approve the proposed Agreement with CSEA #648.

President (or Clerk), Governing Board
(Signature)

Date

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

126