

May 5, 2015

MJUSD
Personnel Dept
MAY 05 2015
RECEIVED

To Marysville Joint Unified School District

This letter is to inform you that I am resigning from the position of Itinerant Speech/Language Pathologist from Marysville Joint Unified School District effective the afternoon of June 5, 2015.

Sincerely,



Kelly Biersdorff

Agriculture Science- South Lindhurst High

Meaghan Garrison

Sent: Monday, May 04, 2015 1:29 PM

To: Ramiro Carreon; David Jones

MJUSD
Personnel Dept.

MAY 06 2015

RECEIVED



Good afternoon!

Hope all is well at the District Office. I'm writing to inform MJUSD that I have accepted a agriculture teaching position at San Pasqual High School in Escondido starting July 1, 2015. I will be leaving South Lindhurst High School. I have learned and grown a ton from my time at SLHS but am excited for this new journey!

Please let me know if you require any further action from me in order to post this job position for next year. Thank you so much! With a heavy but excited heart I leave South Lindhurst and the North State!

Meaghan M. Garrison

*Agriculture Science Teacher
South Lindhurst High School*

meaghang@mjusd.net

work: (530) 741-6150 ext. 2911

cell: (530) 566-7286

"Nothing is Impossible, the word itself says -I'm Possible." - Audrey Hepburn



May 4, 2015

Deanna Kristine Hayes
5636 Kirkhill Drive
Marysville, CA, 95901
(210) 383-4302
bigkristyhayes@yahoo.com

May 1, 2015

Ramiro Carreon
Assistant Superintendent of Personnel Services
Marysville Joint Unified School District
1919 "B" Street
Marysville, CA 95901



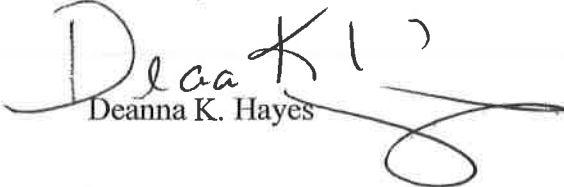
Dear Mr. Carreon:

I would like to inform you that I am resigning from my position as Assistant Principal for Marysville Joint Unified School District, effective May 7, 2015.

Thank you for the support and the opportunities that you have provided me during the last eight years. I have enjoyed my tenure with the district.

If I can be of any assistance during this transition, please let me know. I would be glad to help however I can.

Sincerely,


Deanna K. Hayes

March 31, 2015

MJUSD
Personnel Dept.
MAR 31 2015
RECEIVED



Mr. Ramiro Carreon
Assistant Superintendent
Marysville Joint Unified School District
1919 B. Street
Marysville, CA 95901

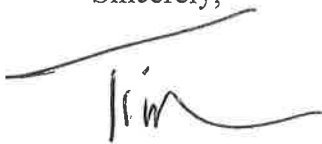
Dear Mr. Carreon:

It is bittersweet to write this letter. Due to continued health issues, I will retire at the end of this 2014/2015 school year.

Working with such talented people over many years, has been an honor and a blessing to me, my wife, Carol, and to my family. I have always strived to be the best kind of leader possible - a servant leader, and hope that I have made a difference as a teacher and principal in the lives of many students.

Thanks for allowing me to spend many years working with great teachers, staff, administrators, and so many others who deeply care about our students. I will miss the challenges and rewards of doing what I love best - working as a team to inspire students to succeed in their academics and in life.

Sincerely,



Tim Kelly
Teaching Principal
Abraham Lincoln School

cc: Dr. Gay Todd
Mr. Ryan Digiulio
MJUSD Board Members

April 27, 2015

Andrea Morse
219 Greene Ct.
Vacaville, CA 95688

Mr. Ramiro Carreón
1919 B St.
Marysville, CA 95901

Dear Mr. Carreón

I am writing to inform you that I will be resigning from Marysville Joint Unified School District effective May 14th, 2015. I was offered a new position a little closer to home working with mentally disabled adults. I regret any inconvenience my resignation may cause. Thank you so much for the opportunity to work with Marysville Joint Unified School District. If you need to reach me, please call my cell phone at 843-696-3397.

Sincerely,



Andrea Morse

MJUSD
Personnel Dept.
MAY 04 2015

RECEIVED

MAY 07 2015
RECEIVED
MJUSD SUPT OFFICE
MAY 07 2016
RECEIVED/lin

May 01, 2015

Dear Doctor Todd and Honored Board Members,

I am writing this letter to request to be allowed to retire from my position as school teacher with Marysville Joint Unified School District. I would like this change to be effective as of the end of the school year 2015.

I have enjoyed my time with the school district; it has been a learning as well as a teaching experience. My position has allowed me to teach the youth of the area as well as watch some of them grow into contributing adults in the area. I will miss all the wonderful people I have worked with at Dobbins Elementary as well as those at the District Offices.

Sincerely:



Teri Soares

May 1, 2015

Eric Preston
Arboga Elementary School
1686 Broadway
Olivehurst, CA 95961

MJUSD
Personnel Dept

MAY 01 2015

RECEIVED

Dear Mr. Preston:

This is my formal notification that I am resigning from Arboga Elementary School as a Paraeducator. May 22, 2015 will be my last day of employment.

I appreciate the opportunities I have been given here, and thank you for all the assistance you have given.

Sincerely,



MacKenzie Duffield
1255 Fiddleneck St
Plumas Lake CA 95961
(530)645-7459

Paula Mota
3489 Kibbe Road.
Marysville, CA, 95901
(530) 701- 9527
pmota@mjusd.com

5/8/2015

Marysville Joint Unified School District
1919 B Street
Marysville, CA, 95901

To Whom it May Concern:

Please accept this letter as formal notification that I am leaving my position with as Para Educator on June 6th.

Thank you for the opportunities you have provided me during my time at Lindhurst High School. If I can be of any assistance during this transition, please let me know.

Sincerely,


Paula Mota

MJUSD
Personnel Dept

MAY 08 2015

RECEIVED

May 13, 2015

MJUSD
Personnel Dept.

MAY 14 2015

RECEIVED

To Whom It May Concern,

I Brittany Vega, regretfully inform you that this is my letter of resignation as Health Aide 1. I'd like to thank you for this amazing opportunity to work for such a great school district. I have cherished my time with you all. My official last day with Marysville Joint Unified School District will be May 27, 2015.

Sincerely,

Brit Vega

Brittany Vega

Rec 5/13/15
[Signature]



Mobile Modular Portable Storage
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3204
www.mobilemodularrents-portablestorage.com

Container Sale Agreement

Contract: 210023663.1
Date Printed: 05/08/2015

Customer & Site Information		Mobile Modular Contact
Customer Information: Marysville Joint USD Acct:#: 9148.1 1919 B St Marysville, CA 95901 Kathy Cartwright kcartwright@mjud.com (530) 749-6107 Customer PO/Reference: P15-02990	Site Information: Marysville Joint USD 4580 Olivehurst Avenue Ella Elementary Olivehurst, CA 95961 Kathy Woods kwoods@mjud.com (530) 749-6162	Questions? Please Contact: Melissa Demaret melissa.demaret@mgrc.com Direct Phone: 925-453-3134 All other inquiries: (925) 606-9000

Product Information				
	Qty	Purchase Price	Extended Purchase Price	Taxable
Container, 8x20 Storage (Item1826) Storage Only One Trip container.	1	\$3,350.00	\$3,350.00	Y

	Qty	Charge Each	Total One Time Taxable	
Charges Upon Delivery:				
Container, 8x20 Storage (Item1826)	1	\$750.00	\$750.00	N
Delivery Haulage Cont			\$750.00	
Tax:			\$251.25	
Total Sales Price Including Tax:			\$4,351.25	

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Special Terms & Important Contractual Information

- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
Unless noted, prices do not include permits, city or local taxes or utilities or related installation costs of any kind.
- In the event the driver arrives at Customer's site as agreed, but is unable to deliver the container for any reason, customer will be charged a "dry run" fee equal to the delivery charge.
- If the driver encounters any kind of delay which results in more than 30 minutes total delivery time, Customer will be charged at a rate of \$75 per hour in thirty minute increments.
- This transaction is subject to credit approval. Security deposit or payment in advance is required. Security deposit will be applied against account balance at the end of the contract.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Special Notes

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Incorporation by Reference

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

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

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

SELLER:

Mobile Modular Management Corporation

By: 

Name: Melissa Demaret
Title: Portable Storage Sales Specialist
Date: 5/8/15

BUYER:

Marysville Joint USD

By: 

Name: Gary Todd
Title: Superintendent
Date: 5-8-15

ATTACHMENT A

SALE AGREEMENT TERMS AND CONDITIONS

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

2. TIME PAYMENT; TITLE RETENTION.

(a) **PURCHASE PRICE.** The amount of the purchase price (the "**Purchase Price**") is set forth on the Sale Agreement. Buyer agrees to pay Seller one hundred percent (100%) of the Purchase Price before the Equipment is scheduled to be delivered. In addition to the Purchase Price, buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment. If any payment under the Sale Agreement is not made on the date when due and payable (including without limitation pursuant to this Section or as indicated on the Sale Agreement), Buyer shall pay Seller interest, at the rate of eighteen percent (18%) per annum (or at the maximum rate permitted by applicable law), on the amount of such overdue payment, until received.

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

3. **TIME AND PLACE OF DELIVERY.** Seller agrees to deliver the Equipment to the site location listed on the Sale Agreement (the "**Site**"). Buyer warrants that the Site will have: safe access free from encumbrances. Buyer is responsible for all necessary city, county or local permits, utility hookups, and Site preparation.

4. **INSPECTION AND ACCEPTANCE.** Preceding the delivery of the Equipment, Buyer may inspect the Equipment at his/her own expense and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice prior to delivery it shall be conclusively presumed between Buyer and Seller that all the Equipment is in conformance with the Sale Agreement and has been accepted by Buyer.

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

6. **INSURANCE.** Buyer shall provide, maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value. This coverage will extend to all property of Seller located at the delivery site during the delivery of the sale equipment. Further, until title to the Equipment has transferred to Buyer pursuant to Section 2(b), Buyer will



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name Seller as loss payee of the proceeds. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein.

7. WAIVER AND INDEMNIFICATION.

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Sale Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

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

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

10. JURISDICTION.

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

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

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

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

13. MISCELLANEOUS.

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

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

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

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



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www.mobilemodularrents-portablestorage.com

Container Sale Agreement

Contract: 210023663.1
Date Printed: 05/08/2015

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

Sale Terms and Conditions, Rev. 5/31/13



McKenney
Room 14195

**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
(Board approval date)

and between **At Your Service Heating and Cooling**, 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:

Thirteen thousand nine hundred ninety dollars and 00/100 Dollars (\$13,990.00)

(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: **C20 HVAC; C38 Refrigeration**. This contract shall commence **upon board approval or May 27, 2015** with work to be completed within **ninety (90) consecutive days and/or by Wednesday, August 12, 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/CheckLicense/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).

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.
- ☒ Surveillance of employees of the Contractor by school personnel.
- ☒ 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: Bryan Tarwater

☒ Tax id number: _____

In accordance with Education Code Section 45125.1, 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:

- ☒ 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: 06/07/2016

Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable. Fill in at time of preparations District Staff Only.

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:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Work Specs/Scope of Work Statement | <input checked="" type="checkbox"/> Contractor Certification Form - Attachment A |
| <input checked="" type="checkbox"/> Certificates of Insurance | <input checked="" type="checkbox"/> Terms and Conditions dated 06/06/2015 - Attachment B
(insert date contractor signed quote and short form) |
| <input type="checkbox"/> Non Collusion Affidavit | <input checked="" type="checkbox"/> Workers' Compensation Certificate - Attachment C |
| <input type="checkbox"/> Purchase Order No. (to be issued after board approval) | <input type="checkbox"/> Attachment D |
| <input checked="" type="checkbox"/> Form 590 and W-9 (attached) | |

TYPE OF BUSINESS ENTITY (Choose one)

- ☒ Individual
- ☒ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Other

License No: 992595 Classification: C20 and/or C38 Expiration Date: 08/31/2016

TAX IDENTIFICATION

☒ Employer Identification Number: _____

(District Use Only: License verified by: Cynthia Jensen, Director of Facilities Date: 05/07/2015)
(Fill in at time of preparation - District Staff)

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: 05/06/2015

Company Name: At Your Service heating and Air

Address: PO Box 1145

Phone: (530) 755-2248 email: atyourserviceac@yahoo.com

Accepted by: _____

☒ Authorized Signature: [Signature]

☒ Printed Name: Bryan Tarwater

☒ Title: Owner

Title: Superintendent Date: _____

(Signature of District Representative)

Gary Todd, Superintendent

Page 2 of 2

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Board Approval Date



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.

- X At your Service Employee Name (1): Bryan Jarwater
X At Your Service Employee Name (2): Cotton Patrick
X At Your Service Employee Name (3): _____

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

Dated: 05/06/2015

At Your Service Heating and Cooling (Company)

X _____ (Signature)

X Owner (Title)



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 section 1777.5 for all apprenticeable occupations and agrees that he



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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 contract 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)



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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 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, 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.

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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 agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation



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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 05/06/2015 consisting of Article 1 through Article 21



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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.

X 
Signature, Contractor's Authorize Representative

X Bryan Tarwater
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.: **McKenney HVAC Replacement, Rooms 14 and 15**
between the Marysville Joint Unified School District ("District" or "Owner") and **At Your Service Heating and Cooling** ("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: Tim Stout

Title: Maintenance Staff

☒ 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.

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Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: McKenney HVAC Replacement, Rooms 14 and 15 between Marysville Joint Unified School District (the "District" or the "Owner") and At Your Service Heating and Cooling (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.

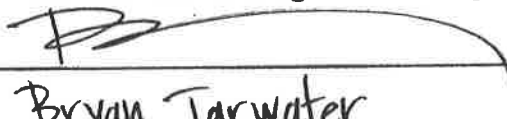
Date: **05/06/2015**

Proper Name of Contractor: **At Your Service heating and Cooling**

X Signature:

X Print Name:

X Title:


Bryan Tarwater
owner

END OF DOCUMENT

"Exhibit A"

ESTIMATE

5/26/2015 Quotes
mckenney



License # 992595

Marysville School District Mckenney
School
1904 Huston street
Marysville, , CA 95901

At Your Service Heating And Cooling

Po Box 1145
Yuba City , Ca 95992

Phone: 530-755-2248
Email: atyourserviceac.com
Web: atyourserviceac@yahoo.com

Estimate # 000020
Date 12/16/2014

Description	Quantity	Rate
Room 15/ Room 14		
4 ton day & night 230v 3 phase package unit New 4 ton, 15 seer 230v 3 phase package units. Install 2 each new 4 ton 15 seer 13 EER high efficiency package units on roof with new curbs. Transition to existing concentric kit, remove old units and duct work and reconfigure units to down flow for less water leak issues and better performance of systems. Includes crane lift, all sheet metal transitions, install new condensate lines to units. Extend gas lines with new valves and flex, extend electrical lines with new disconnects and whips. Install new school supplied ecobee thermostats in classrooms, includes start ups on units and all programming needed to operate properly. Includes all roof sealing to ensure no moisture penetration.	2.0	\$6,995.00

Current units:
- Leaking 1 compressor failure
- 26 year old units to be
Replaced.

Subtotal	\$13,990.00
Total	\$13,990.00

Notes:

Excludes any wiring from panel, any engineering needed for new unit placement. Standard 1 year warranty on parts and labor. Unit comes with manual outdoor air damper. To add economizers add \$1250.0 per unit. Prevailing wage applies to this project.

all parts & labor - Complete project.

X

At your Service

Exhibit A

Contractor's License Detail for License # 992595

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

B + A AT YOUR SERVICE

P O BOX 1145

YUBA CITY, CA 95992

Business Phone Number:(530) 755-2248

Entity Sole Ownership

Issue Date 05/02/2014

Expire Date 05/31/2016

License Status**This license is current and active.****All information below should be reviewed.****Classifications**

C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING

C38 - REFRIGERATION

Bonding Information**Contractor's Bond**

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.

Bond Number: 213888**Bond Amount:** \$12,500**Effective Date:** 04/11/2014**Workers' Compensation**

This license has workers compensation insurance with the TRUMBULL INSURANCE COMPANY

Policy Number: 57WECGH0801**Effective Date:** 09/05/2014**Expire Date:** 09/05/2015**Workers' Compensation History**

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pg 2 of 4

3/24/2015

Exhibit A

Registration Payment Success



State of California

Department of Industrial Relations

Division of Labor Standards Enforcement

Thank you for your payment.

Payment Confirmation Number: 4FZZX0Z08MPC1

Registration Number: 1000016603

Contractor Name: B + A AT YOUR SERVICE

*** NOTICE: If paying by ACHEFT, please allow up to 7 days for processing. ***

[Return to Public Works Homepage](#)

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pg 3 of 4

Exhibit A

YEAR

CALIFORNIA FORM

2014 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name

Payee

Name

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

BRYAN TARWATER

Address (apt./ste., room, PO Box, or PMB no.)

1671 EDGEWOOD CT

City (If you have a foreign address, see instructions.)

YUBA CITY 95991

State ZIP Code

CA 95991

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☒ Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ Partnerships or limited liability companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ Tax-Exempt Entities:

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 (insert letter) or Internal Revenue Code Section 501(c) (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) Bryan Tarwater, owner Telephone (530) 755-2248

Payee's signature ▶ [Signature] Date 3/24/2015

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pg 4044



JOHNSON PARK ELEMENTARY SCHOOL
4364 LEVER AVE
MARYSVILLE, CA 95901 7557

Consultant:
Laurie Pierson, x234
lpierson@stewartsigns.com
Direct Fax: (888) 586-3964

Customer ID: 1655041
Quote #: 856038 / 1
Quoted: 5/6/2015

Attn: Sarah O'Brien
530-741-6133

DESCRIPTION																	
4'x 6' Single Sided TekStar with 24x80 Red LED Display. Thermoformed Makrolon SL Face Decorated on Inside Surface with 3M Vinyl Graphics. 8" Deep Extruded Aluminum Hinged Cabinet.																	
Face / Cabinet Details																	
Internal TekStar Cabinet with Complete LED Display Assembly. 20mm 24x80 Red	Header Area Decorated with Internal Photo-Real Graphics																
Electrical Information																	
Horizontal Lamp Illumination with Electronic Ballast(s) LED Communication Method: Ethernet Cat5/6 Cable. Maximum Cable Length: 333 Feet	One 20 Amp Circuit, 120 Volts; Max Draw: 3.4 Amps DayStar Controller and DayStar Media Software Included																
Structural Details																	
Mount Style: External Horizontal Mounting Angle for 72" Wide Cabinet																	
Miscellaneous Items																	
*** Review Custom Artwork for Text, Graphic and Layout Details ***																	
Header Logo #jet Draft: White Header Copy: White	I.D. Cabinet: Bristol Blue Header Background: Bristol Blue Header Copy Outline: Blue																
Special Instructions: WALL MOUNTED RED LED SIGN \$5,800.00 SIGN \$ 665.00 FREIGHT \$ 435.00 TAX \$6,900.00 TOTAL * Your quote does not include installation. We will coordinate with your facilities and/or maintenance department. Many School Districts have specific protocols regarding outdoor sign installation. So long as your Stewart School Sign is installed according to Stewart Signs Protocol, your warranty will not be voided. Therefore your sign can be installed by the School District, Volunteers, or a Sign Installation professional. We have professional installers in your area if needed.	<table border="1"> <tr> <td>Investment:</td> <td>\$6,142.00</td> </tr> <tr> <td>Special Price:</td> <td>\$5,800.00</td> </tr> <tr> <td colspan="2">Unless otherwise noted in Special Instructions, these prices are valid for 60 days.</td> </tr> <tr> <td colspan="2">Freight, storage, other freight services and applicable sales tax will be added to your invoice.</td> </tr> <tr> <td colspan="2">Organizations exempt from sales tax must include exempt certificate with order.</td> </tr> <tr> <td colspan="2">Shipping Terms: F.O.B. Origin</td> </tr> <tr> <td colspan="2">Payment Terms: Net 30 with Purchase</td> </tr> <tr> <td colspan="2">Order Issued to EBSCO Sign Group LLC</td> </tr> </table>	Investment:	\$6,142.00	Special Price:	\$5,800.00	Unless otherwise noted in Special Instructions, these prices are valid for 60 days.		Freight, storage, other freight services and applicable sales tax will be added to your invoice.		Organizations exempt from sales tax must include exempt certificate with order.		Shipping Terms: F.O.B. Origin		Payment Terms: Net 30 with Purchase		Order Issued to EBSCO Sign Group LLC	
Investment:	\$6,142.00																
Special Price:	\$5,800.00																
Unless otherwise noted in Special Instructions, these prices are valid for 60 days.																	
Freight, storage, other freight services and applicable sales tax will be added to your invoice.																	
Organizations exempt from sales tax must include exempt certificate with order.																	
Shipping Terms: F.O.B. Origin																	
Payment Terms: Net 30 with Purchase																	
Order Issued to EBSCO Sign Group LLC																	

Customer's Authorized Signature

Gay Todd, Superintendent 5/26/2015

Print Name

Date


Laurie Pierson, Regional Manager - School Division
(800) 237-3928, x234
lpierson@stewartsigns.com
5/6/2015
Date

Your Consultant: Laurie Pierson
(800) 237-3928, x234

Customer ID: 1655041

Quote Number: 856038 / 1

Date Quoted: 5/6/2015

SHIPPING INFORMATION

SIGN (via Common Carrier)

*** All applicable items will be sent to the CUSTOMER address ***
*** unless noted otherwise below ***

JOHNSON PARK ELEMENTARY SCHOOL
4364 LEVER AVE
MARYSVILLE, CA 95901 7557

INVOICE (via USPS)

JOHNSON PARK ELEMENTARY SCHOOL
4364 LEVER AVE
MARYSVILLE, CA 95901 7557

ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated on reverse.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to EBSCO Sign Group LLC, dba Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

** Unless Indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

** Any cancellation may be subject to a cancellation charge.*

** A late fee of 1.5% per month will be charged on any overdue balances.*

** In the event of a payment default, customer will be responsible for all of Stewart Signs costs of collection, including but not limited to court costs, filing fees and attorney fees.*

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Your Consultant: Laurie Pierson
(800) 237-3928, x234

Customer ID: 1655041

Quote Number: 856038 / 1

Date Quoted: 5/6/2015

Stewart Signs
America's Premier Sign Company
Limited Product Warranty

Definition of Warranty Coverage:

Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated company products (the "Product") will be reasonably free of defects in materials and workmanship. During the Limited Warranty Period the Company will, at its discretion, repair or replace any defective covered product. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company and this Limited Warranty is conditioned upon compliance with all such instructions.

Sign Structure and Sign Face: Under normal use and service should the sign structure or identification/changeable copy portion of the sign malfunction DURING THE LIFE OF THE SIGN due to defects in workmanship or materials, with the exception of lamps and ballasts, the Company will, at its option, repair or replace any defective materials. **Vandalism to Sign Faces:** This limited warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with the damage to the sign cabinet.

Failed electronic parts or assemblies will be repaired, exchanged or replaced, at the discretion of the Company. Telephone support is provided as needed during the warranty period. Removing and reinstalling repaired or replacement parts are the responsibility of the owner. Replacement or repaired parts are warranted to be free from defects in material or workmanship for ninety (90) days or, for the remainder of the Limited Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.

The Company will repair failed LED pixels, if greater than 0.5% (one-half of one percent) of the total number of pixels in the sign have failed in one (1) year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. Owner bears the responsibility of transporting Product to Company's Repair Center. As known within the Sign Industry all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Warranty does not cover normal LED degradation.

The Company will make reasonable attempts to repair failed radio components. The Company defines radio component failure as a radio component that does not transmit or receive data properly due to a manufacturer's defect. If the Company, at its discretion, determines a repair is unreasonable, replacement is not included in this Warranty and the third-party manufacturer's warranty will apply. Local site interference or obstructions may cause intermittent or complete failure of radio performance. This Warranty does not include the provision of replacement communication methods (such as wire, fiber optic cable, conduit, trenching or other solutions) for the purpose of overcoming local site interference. The Warranty does not cover electrical work external to the equipment, accessories, alterations, attachments, or other devices furnished by the Company. Batteries and metallic or fiber optic data cables are not covered.

Eligibility and Warranty Period:

This Limited Warranty is not transferable. Service under this Limited Warranty begins immediately upon shipment to the Customer or the Customer's Authorized Reseller. Unless otherwise stated the Limited Warranty period is 5 years.

Customer Obligations:

Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary tools, machines, communication facilities and other equipment at no charge.

Exclusions and Restrictions:

The Company reserves the right to restrict service, limit replacement parts or invalidate this Limited Warranty to Customers whose account balance is past due. This Limited Warranty specifically excludes any on-site labor required to service the covered Product including diagnosis, removal and installation of parts or products. Any on-site service required by the Customer of Company technicians or a local Authorized Service Provider is billable to the customer based on an agreed upon written quote.

This Limited Warranty does not apply to software. Software is covered by a separate Agreement, which appears in the seller's software license agreement. This Limited Warranty does not apply to any third-party hardware products or software, even if packaged or sold with the Company's Product. Manufacturers, suppliers, or publishers, other than the Company, may provide their own warranties to the end-user purchaser, but the Company, in so far as permitted by law, provides their products "as-is". This includes, but is not limited to, electronic ballasts and radio components.

This Limited Warranty specifically does not cover the following:

1. Third-party communications devices such as wireless devices and modems, except that the Company will facilitate the return of such components to the manufacturer if they are still within the manufacturer's warranty;
2. Product that has been moved from its original installation location or is mounted in a mobile structure;
3. Cosmetic damage to the product (including but not limited to scratches, dents and broken plastic that do not otherwise affect the functionality of the Product or materially impair its use);
4. Temperature sensors will register results +/- 5 degrees given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
5. Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.

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Your Consultant: Laurie Pierson
(800) 237-3928, x234

Customer ID: 1655041

Quote Number: 856038 / 1

Date Quoted: 5/6/2015

This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:

1. Defects caused by non-compliance with Company's instruction manual or any other such instructions;
2. Defects caused by unreasonable or unintended use of Product, improper or unauthorized handling, accident, omission, neglect, vandalism (unless otherwise noted in this Warranty), misuse, physical abuse, installation, use and/or fabrication, and maintenance of the Product by any party other than the Company;
3. Damage not resulting from manufacturing defects that occur while the Product is in the Owner's control and/or possession;
4. Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control such as man-made or naturally occurring corrosives and metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
5. Unauthorized modification including installation of third-party software on the Product.
6. Product modification or service by anyone other than: (a) The Company, (b) a Company Authorized Service Provider, or (c) Customer's own installation of Company approved parts with instruction from the Company.
7. Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
8. Products installed with known or visible manufacturing defects at the time of installation.

All items returned to The Company must have a Return Materials Authorization (RMA) number, available by using the contact information below. Items received without an RMA number will not be processed and returned to the Customer at their expense. For exchange items, the number is included with the shipment of the exchange unit. The defective part must be returned to the Company or the Customer will be charged the price of a replacement part.

The Company will provide and be responsible for the cost of shipping parts from The Company to the Customer, with the exception of sign faces replaced due to vandalism. For shipments weighing less than 30 lbs, the Company will ship in the US/Canada using 2nd day delivery. For shipments over 30 lbs, or outside the US/Canada, the Company will ship out using ground delivery or service of its choosing. Expedited delivery is available to the Customer at their expense. The Customer will provide and be responsible for the cost of shipping parts to The Company.

Service to a damaged or malfunctioning sign which has not been ordered or authorized by the Company's Customer Support Department is not only not covered under this warranty, but also will immediately and automatically invalidate this warranty. Removing and reinstalling any and all repaired or replacement parts are the responsibility of the owner.

Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim the Customer must contact the Company at the location specified below, providing your name and any other required contact information, a description of the Product, date of Product purchase, and nature of the defect, which may include, but is not limited to, written descriptions, photographs, video, defective parts or other evidence. The Company reserves the right to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this warranty.

Title to the product passes to the buyer upon our delivery to the freight carrier. Loss or damage to the product when in possession of the freight carrier is the responsibility of the customer and the freight carrier is not covered by this warranty. Upon delivery, incidental blemishes and scratches are considered normal unless they can be viewed from 20 feet or more under normal use conditions. The Company assumes no liability for damage caused by careless handling or poor installation except for work completed by employees or agents of The Company. In the event the sign is damaged during shipping it is the responsibility of the buyer to refuse delivery causing the sign to be returned to the manufacturer for repair.

Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with codes and standards is provided solely for your convenient reference and are made without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.

THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THE PRODUCT. COMPANY CAN NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

Limitation of Liability

No claim by Buyer of any kind, including claims for indemnification, shall be greater in amount than the purchase price of the Product with respect to which damages are claimed. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/
Email: support@stewartsigns.com

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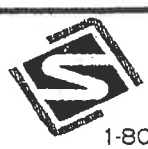
TekStar 20mm 24x80 4'x6'

The provided graphics will be insufficient quality for the manufacturing process. Please see our web site, <http://www.stewartsigns.com/support-artwork.php> or your consultant for a list of acceptable formats.

Cabinet: 4' x 6'
Mount: Wall

Cabinet Color: Bristol Blue
Face Color: Bristol Blue
Line Color: White

Outline Color: Royal Blue
Fonts: Ayita(i), Ayita
Logos: johnsonparkeslogojet1, circle, johnsonp



stewartsigns

America's Premier Sign Company

1-800-237-3928 WWW.STEWARTSIGNS.COM

ORIGINAL DESIGN DO NOT DUPLICATE

DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK-BASED PRINTING PROCESS THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH BETWEEN INK, VINYL, PAINT, OR LED COLOR. ARTIST'S RENDERING OF BRICKWORK, MASONRY AND LANDSCAPING IS NOT INCLUDED IN THE PROPOSAL. ALL MEASUREMENTS SHOWN ARE APPROXIMATIONS; DIMENSIONS OF FINAL PRODUCT MAY VARY.

APPROVED AS SHOWN.

X _____ DATE _____ 1. _____

APPROVED WITH LISTED CHANGES.

X _____ DATE _____ 2. _____

Sketch #182749 Customer #1655041
2/12/2015 Laurie Pierson -PROPOSAL -

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California Department of Education
WAIVER SUBMISSION - General

CD Code: 5872736
Year: 2015-16

Waiver Number: *(PENDING SBE APPROVAL)*

Date to be Submitted to SBE *(Pending MJUSD Board Approval)*: 5/27/15

Local Education Agency: Marysville Joint Unified School District
Address: 1919 B Street
Marysville, CA 95901

Start: 7/1/2015 End: 6/30/2018

Waiver Renewal: N

Previous Waiver Number: N/A

Previous SBE Approval Date: N/A

Waiver Topic: Equity Length of Time
Ed Code Title: Equity Length of Time
Ed Code Section: 37202 (b)
Ed Code Authority: 33050 (a)

Ed Code or CCR to Waive: Notwithstanding subdivision(a), a school district that is implementing an early primary program, pursuant to Chapter 8, commencing with Section 8970 of Part 6, may maintain kindergarten classes at (different) school sites within the district for different lengths of time during the school day.

Outcome Rationale: Our district is requesting that, as part of our early primary program established in 2007, we may maintain kindergarten and transitional kindergarten (TK) classes at the same school sites within the district for different lengths of time during the school day. Beginning in the 2015/16 school year, we are requesting that based on student need the instructional day for our students in kindergarten and transitional kindergarten classrooms range from a regular day of 210 instructional minutes to an extended day of up 255 instructional minutes per day. We feel that, at this time, allowing our teachers to assess and serve individual needs of students is in our students' best educational interest. Our early primary program provides students with developmentally appropriate, experiential activities and is preparing them for the more academically rigorous second year of schooling.

Student Population: 9,600

City Type: Urban

Public Hearing Date: Pending 5/26/2015

Public Hearing Advertised: Advertised by postings at meeting site, all schools and on the district website for 72 hours prior to the board meeting

Local Board Approval Date: Pending 5/26/2015

Community Council Reviewed By: Public Hearing
Community Council Reviewed Date: 6/26/07, 5/26/15
Community Council Objection: Pending Response
Audit Penalty YN: N
Categorical Program Monitoring: N

Submitted by: Ms. Lennie Tate
Position: Executive Director, Educational Services
E-mail: ltate@mjUSD.com
Telephone: 530-749-6902
Fax: 530-741-7893

Bargaining Unit Date: 5/14/15
Name: Marysville Joint Unified Teachers Association
Representative: Inge Schlusser
Title: President
Position: ~~Oppose~~, Neutral, **Support**
Comments: None

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*Pending the MJUSD
Board Approval, this
waiver request will be
submitted online to the
State Board of Education
on 5/27/15.*

ATTACHMENT

MARYSVILLE JOINT Unified School District would like to request a waiver to the California Board of Education of EC37202, specifically highlighted below:

(a) Except if a school has been closed by order of a city or a county board of health, or of the State Board of Health, on account of contagious disease, or if the governing board of a school district shall maintain all of the (elementary day schools established by it for an equal length of time during the school year) and all of the day high schools established by it for an equal length of time during the school year. (b) Notwithstanding subdivision (a), a school district that is implementing an early primary program, pursuant to Chapter 8 (commencing with Section 8970) of Part 6, may maintain kindergarten classes at different school sites within the district for different lengths of time during the school day.

Background - The Kindergarten Readiness Act of 2010 established Transitional Kindergarten (TK), the first of a two year Kindergarten Program across the state of California for those students turning 5 years old between September 1 and December 2 of the current school year. In MJUSD, the TK program meets the required number of instructional minutes for Kindergarten, as established by Education Code sections 46117 and 46201. Education Code Section 37202 requires that an "Equity of Time" waiver be submitted by school districts annually in which TK meets for fewer instructional minutes than the traditional Kindergarten program. MJUSD communicates the instructional minutes of TK to parents annually, prior to the start of school.

The rationale behind this request rests on several points:

- Our district is requesting that, as part of our early primary program established in 2007, we may maintain kindergarten and transitional kindergarten (TK) classes at the same school sites within the district for different lengths of time during the school day. Beginning in the 2015/16 school year, we are requesting that based on student need the instructional day for our students range from a regular day of 210 instructional minutes for both transitional kindergarten and traditional kindergarten to an extended day of up to 255 instructional minutes per day for traditional kindergarten. We feel that, at this time, allowing our teachers to assess and serve individual needs of students is in our students' best educational interest. Our early primary program provides students with developmentally appropriate, experiential activities and is preparing them for the more academically rigorous second year of schooling.
- Within the current structure of the TK program in MJUSD, our students participate in an intensive language arts and math curricula aligned to California State Standards in ELA and Mathematics. They also experience instruction in other core areas during this time, as well as support for behavioral, social and emotional development. This structure ensures that our TK students are fully prepared to meet the academic rigor in the second year of the Kindergarten sequence.
- TK teachers in MJUSD are fully credentialed educators who provide intervention and enrichment support to other primary classrooms in the afternoon portion of their daily schedule. This structure collectively reduces class size for our primary students in grades K-2, and ensures high quality teachers are working with students needing additional supports or enrichment.

Marysville Joint Unified School District

Resolution 2014-15/31

PROCUREMENT – MICROSOFT PRODUCTS

WHEREAS, the Governing Board has the authority to authorize the Marysville Joint Unified School District (District) to purchase through another public agency if it is in the best interest of the District; and

BE IT RESOLVED that the Board of Trustees of the Marysville Joint Unified School District does declare it to be in the best interest of the District to purchase Microsoft Products based on bid project number 034-14M.1 awarded by Simi Valley Unified School District on December 9, 2014 to SHI International Corp. Applicable transactions will be pursuant to Public Contract Code (PCC) 20118; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Governing Board authorizes the District to accept and award purchase orders as needed for the procurement of Microsoft Products in accordance with the bid awarded by Simi Valley Unified School District to SHI International Corp. through the term of the contract including any extensions if the District so chooses.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 26th day of May 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary - Board of Trustees

Benard P. Rechs
President - Board of Trustees

Program Signature Form

MBA/MBSA number

Agreement number

01C35680

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enrollment for Education Solutions	X20-11462

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Marysville Joint Unified School District
Signature* _____
Printed First and Last Name* Gay Todd
Printed Title Superintendent
Signature Date* May 26, 2015
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

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Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation

Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

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Enrollment for Education Solutions

Enrollment Number <i>Microsoft to complete</i>	63022966	Qualifying Enrollment Number (if applicable) <i>Partner to complete</i>	
Previous Enrollment Number (if applicable) <i>Partner to complete</i>			

If renewing Subscription Licenses from a Previous Enrollment or Agreement, the Previous Enrollment or Agreement number must be identified.

This Enrollment must be attached to a signature form to be valid.

Please note that by entering into this Enrollment for Education Solutions ("Enrollment"). Institution, regardless of whether it is a primary/secondary school or a higher/further education entity, becomes part of the "Campus Program". Institution's reseller will use the Campus Program tools and pricing infrastructure to register Institution for this Enrollment. All communications from Microsoft will indicate that Institution is part of the Campus Program.

This Microsoft Enrollment for Education Solutions is entered into between the entities identified on the signature form as of the effective date. Institution represents and warrants that it is the same Institution that entered into the Campus and School Agreement identified on the signature form ("Agreement") or an Affiliate of Institution. By entering into this Enrollment, Institution, regardless of whether it is a primary/secondary school or a higher/further education entity, becomes part of the "Campus Program." Institution's reseller will use the Campus Program tools and pricing infrastructure to register Institution for this Enrollment. All communications from Microsoft will indicate that Institution is part of the Campus Program. This Enrollment consists of (1) this document and the signature form, (2) the Agreement, and (3) any supplemental contact information form. The Agreement must be at least version 3.4 in order for the Enrollment to be valid.

Effective date. If Institution is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Notwithstanding anything to the contrary in the Agreement, the terms and conditions in this Enrollment supersede any conflicting terms and conditions in the Agreement.

Term. This Enrollment will expire either 12 or 36 full calendar months from the Enrollment Effective Date, depending on Institution's election below, and may be terminated earlier as provided in the Agreement. Please select **only one** initial Enrollment term option:

<input type="checkbox"/> 12 Full Calendar Months	<input checked="" type="checkbox"/> 36 Full Calendar Months
--	---

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Contact information.

Each party will notify the other in writing if any of the following information changes. Microsoft may disclose contact information as necessary to administer this Enrollment.

- a. **Primary contact information.** Institution must identify an individual from inside its organization to serve as Microsoft's primary contact with Institution for matters related to this Enrollment. Unless Institution designates an alternate online administrator in subsection (b) below, the primary contact will also be the online administrator for this Enrollment and will receive all notices from Microsoft related to this Enrollment. The online administrator may appoint other administrators and grant others access to online information.

Name of entity (must be legal entity name)* Marysville Joint Unified School District

Contact name*: First Bryan Last Williams

Contact email address* bwilliams@mjuds.k12.ca.us

Street address* 1919 B St.

City* Marysville

State/Province* CA

Postal code* 95901

Country* United States

Phone 530-749-6135

Tax ID

☐ This contact is a third party (not Institution)

Warning: This contact receives personally identifiable information of Institution.

** indicates required fields*

- b. **Online Administrator and Notice Recipient.** Complete this only if Institution wants to designate an online administrator and notice recipient different from the primary contact designated in subsection (a) above.

☒ Same as primary contact

Name of entity* Marysville Joint Unified School District

Contact name*: First Bryan Last Williams

Contact email address* bwilliams@mjuds.k12.ca.us

Street address* 1919 B St.

City* Marysville

State/Province* CA

Postal code* 95901

Country* United States

Phone 530-749-6135

☐ This contact is a third party (not Institution)

Warning: This contact receives personally identifiable information of Institution.

** indicates required fields*

Online Services Manager. Institution must designate an Online Services Manager to receive communications from Microsoft concerning registration for Online Services ordered under this Enrollment, if any. The Online Services Manager may appoint other administrators and grant others access to online information.

☒ Same as primary contact

Name of entity* Marysville Joint Unified School District

Contact name*: First Bryan Last Williams

Contact email address* bwilliams@mjuds.k12.ca.us

Street address* 1919 B St.

City* Marysville
State/Province* CA
Postal code* 95901
Country* United States
Phone 530-749-6135

☐ This contact is a third party (not Institution)

Warning: This contact receives personally identifiable information of Institution.

* indicates required fields

d. **Language preference.** Select the language for notices. English

e. **Microsoft account manager.** Provide the Microsoft account manager contact for Institution.

Microsoft account manager name:

Microsoft account manager email address: @Microsoft.com

f. **Reseller information.**

Reseller company name* SHI International Corp.

Street address (PO boxes will not be accepted)* 290 Davidson Ave

City* Somerset

State/Province* NJ

Postal code* 08873

Country* United States

Contact name* Nicole Bonante

Phone 888-764-8888

Contact email address* msteam@shi.com

* indicates required fields

The undersigned confirms that the information is correct

Name of Reseller* SHI International Corp.

Signature* Nicole Bonante

Printed name* Nicole Bonante

Printed title*

Date*

* indicates required fields

Changing a reseller. If Microsoft or the reseller identified above choose to cease doing business with one another, Institution must choose a replacement reseller. If Institution intends to change the reseller identified above for any other reason, Institution must notify Microsoft and the reseller being replaced in writing on a form provided by Microsoft at least 30 days prior to the date on which the change is to take effect. The change will take effect 30 days from the date of Institution's signature.

2. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Agreement. The following definitions also apply:

"Additional Product" means any Product identified as such in the Product List and chosen by Institution under this Enrollment.

"Alumni" means any Graduate, or former Student, Faculty or Staff of the Institution.

"Customer," as used in certain supplemental forms (for example the program signature form), has the same meaning as "Institution."

"Desktop Platform Product" means any Product identified on the Product List as such and that Institution chooses to license under this Enrollment (Desktop Platform Products may only be licensed on an Organization-wide basis under this program).

"Faculty" means any employees, contractors and volunteers who teach or perform research for Institution and use an Institution Qualified Desktop.;

"Graduate" means a Student who has completed (1) a grade or a level in a school or an educational institution in the Organization that qualifies the Student for enrollment into college or university or (2) a diploma or degree from a college or university in the Organization.

"Organization-wide Count" means the total quantity of Faculty and Staff in the Organization as listed in the table in the section of this Enrollment titled "Choosing licensing options; license grant."

"Platform Online Service" means any Online Service identified on the Product List as such and that Institution chooses to license under this Enrollment. Platform Online Services are treated as Online Services, except as otherwise noted.

"Previous Enrollment or Agreement" means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions.

"Qualified Desktop" means any device that is used for the benefit of the Organization or by or for the benefit of Students enrolled in the Organization and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment) or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Desktops do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Enrollment) by the Organization.

"Qualified User" means a User who (1) is a user of a Qualified Desktop or (2) accesses any server software or online services licensed within the Organization. It does not include a person who accesses server software or online services solely under a license identified in the Qualified User Exemptions in the Product List.

"Qualifying Enrollment" means an Enrollment for Education Solutions, the minimum requirements of which were met (i.e., a Qualifying Enrollment was not used) and which was entered into by Institution or Institution's Affiliate, each active and valid upon signing of this Enrollment. Institution must have been included in the Organization under an Enrollment for Education Solutions that is used as the Qualifying Enrollment.

"Staff" means any non-Faculty employees, contractors and volunteers who perform work for Institution and use an Institution Qualified Desktop;

"Student" means any student enrolled in any educational institution that is part of Institution's Organization whether on a full-time or part-time basis.

"Student Count" means the total quantity of Students in the Organization as listed in the table in the section titled "Licensing options; license grant."

"Student Qualified Desktop" means a Qualified Desktop owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

3. Overview of the Enrollment for Education Solutions.

This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution defines its Organization and can select from two different licensing options ((1) Faculty and Staff or (2) Students), depending on the Users it wishes to enable to use the Products licensed.

The minimum requirements for this Enrollment are as follows:

- Institution must order at least one Desktop Platform Product for an Organization-wide Count of at least 1,000; OR
- Institution must order at least one Platform Online Service for Faculty and Staff in a quantity of 1,000; OR
- Institution must order at least one Desktop Platform Product for a Student Count of at least 1,000; OR
- Institution must order at least one Platform Online Service for Students in a quantity of 1,000.

These minimum requirements are waived if Institution has a Qualifying Enrollment.

Microsoft may refuse to accept this Enrollment if it has a business reason for doing so. At the end of the applicable term, Institution has the option to extend the Enrollment, enter into a new Enrollment, let the Enrollment expire, or, if applicable, purchase perpetual Licenses using the buy-out option.

4. Defining Institution's Organization.

Define the Organization by choosing one of the options below. Please select **only one** option.

<input checked="" type="checkbox"/>	Institution and all of its Affiliates , departments and school locations (<i>do not</i> list any entity in the below list)
<input type="checkbox"/>	Institution only (including all of its departments and school locations, but not including any Affiliates) (<i>do not</i> list any entity in the below list)
<input type="checkbox"/>	Institution <i>plus</i> the listed Affiliate(s) and/or department(s), school location(s), and/or clearly defined User group(s) if Affiliate is a school without departments or school locations, of Affiliate(s) (please list the Affiliate(s), department(s), school location(s) and/or User group(s) of Affiliate(s) below)
<input type="checkbox"/>	The listed department(s), school location(s), and/or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations, of Institution and any of its Affiliates, and any Affiliate(s) (please list department(s), school location(s) and/or User group(s) and any Affiliate(s) below)

If Institution chooses to enroll specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or defined User group names. If the department, school location, or User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (e.g., a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

List of participating Affiliates, departments, school locations, and/or clearly defined User groups

Institution may attach pages to this Enrollment if additional rows are needed.

5. Licensing options; license grant.

Choosing a licensing option. Institution may license Desktop Platform Products and Additional Products licensed Organization-wide for (1) Faculty and Staff and/or (2) Students. Institution must indicate the option(s) it chooses by marking the applicable box below and provide its initial Organization-wide Count and/or Student Count, as applicable. Institution must select at least one licensing option.

Licensing Options.

- a. **Faculty and Staff:** If Institution selects this option, Institution's Organization-wide Count must include all Faculty and Staff in its Organization. In calculating its Organization-wide Count, Institution must count a full-time member of its Faculty and Staff as 1, a part-time member of its Faculty as 1/3, and a part-time member of its Staff as 1/2.
- b. **Students:** If Institution selects this option, Institution's Student Count must include all of the Students in its Organization. In calculating its Student Count, Institution must count a full-time Student as 1 and a part-time Student as 1/3.

Institution must provide an Organization-wide Count and/or Student FTE count even if only ordering Platform Online Services to meet Enrollment minimum requirements.

Category	Institution's Selection	Organization-wide Count and/or Student Count, as applicable
1. Faculty and Staff	<input checked="" type="checkbox"/>	800
2. Students	<input checked="" type="checkbox"/>	10000

License grant. So long as Institution places orders pursuant to the Agreement and this Enrollment for any required Licenses and pays per the agreement with its reseller, Institution (and/or its Students, as applicable) will have the following rights during the term of this Enrollment:

- a. If the Faculty and Staff option is chosen, each Qualified User in the Organization (including Students and public users of Qualified Desktops in an open lab) may run the Desktop Platform Products and the Additional Products licensed on an Organization-wide basis on any Institution Qualified Desktop. Institution is not required to count members of the public who access PCs that remain in Institution's open access labs or libraries. Institution may not permit remote access to software installed on PCs in open access labs or libraries. In the case of CALs, Institution may assign (1) a device CAL to each Institution Qualified Desktop and (2) a user CAL to each Faculty and Staff member, in both cases to access Institution's associated server software.
- b. If the Student option is chosen, each Student in the Organization may run one instance of the licensed Desktop Platform Products and one instance of any Additional Products licensed Organization-wide on a Student Qualified Desktop. In the case of CALs, Institution may assign a user CAL to each Student to access Institution's associated server software. Student's right to use the software shall be governed by and subject to the relevant sections of the most current Product Use Rights.

Institution may run as many instances of other Additional Products as it wishes so long as adheres to the terms of the Agreement and this Enrollment and pays per the agreement with its reseller. Order quantities of Additional Products must be equal to the number of instances Institution runs.

If Institution is licensing Office Professional and SharePoint Server CAL (Enterprise or Standard) for Faculty and Staff in its Organization under this Enrollment, then Institution's Students and their parents may use Office Web Applications at no charge for the purpose of Students' education at Institution. There is no buy-out option for Office Web Applications.

6. Price levels and prices.

Price levels. Institution's Organization-wide Count or Student Count, as applicable, determines the price level of Desktop Platform Products. If Institution chooses to extend this Enrollment, the price level will be reset at the start of the extension term based on Institution's Organization-wide Count and/or Student Count at the time the extension order is placed. There are no price levels for Additional Products. Institution's price level does not change during the term of the Enrollment.

Select Price Level that Applies to Faculty and Staff Option	Organization Wide Count	Price level (Only Applicable For Desktop Platform products)
<input type="checkbox"/>	1,000	A
<input type="checkbox"/>	3,000	B
<input checked="" type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

Select Price Level that Applies to Student Option	Student Count	Price level (Only Applicable For Desktop Platform products)
<input type="checkbox"/>	1,000	A
<input type="checkbox"/>	3,000	B
<input checked="" type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

Prices. The price Institution will pay to license the Products will be determined by agreement between Institution and its reseller. However, Microsoft will provide the reseller with pricing at the outset of this Enrollment and will not increase the prices that it charges the reseller for the Products during the term of the Enrollment.

7. **How to order Products.**

- a. **Price and payment terms.** Price and payment terms for all Licenses ordered will be determined by agreement between Institution and its reseller.
- b. **Placing the initial order.** Orders must be submitted within 30 days of the Enrollment Effective Date. Institution may submit orders for Products that were not part of Institution's initial order, provided the order is placed in the same calendar month in which copies of the Products are first run. The following terms apply to initial orders and non-anniversary orders for Products not previously ordered:
 - (i) The initial order under the Enrollment must include Licenses for at least one Desktop Platform Product equal to Institution's Organization-wide Count or Student Count OR at least 1,000 Licenses for one or more Platform Online Services to be run by either Faculty and Staff or Students.
 - (ii) Orders for Licenses for Desktop Platform Products and all component products that are part of the Desktop Platform Products must include a number of Licenses equal to Institution's Organization-wide Count.
 - (iii) Licenses for Platform Online Services must be ordered in the exact quantity needed, provided such quantity is at least 1,000.
 - (iv) Once the minimum ordering requirements under this Enrollment have been satisfied, Licenses for Additional Products must generally be ordered in any quantity needed, regardless of the Organization-wide Count or Student Count, provided sufficient Licenses are ordered to cover the use of the Additional Products. Licenses for certain Additional Products designated in the Product List, however, are required to be ordered in an amount equal to Institution's Organization-wide Count.
 - (v) Licenses for Products offered under the Student offering must be ordered in an amount equal to the Student Count, with the exception of Online Services and certain other Products designated in the Product List. Once the minimum ordering requirements under this Enrollment have been satisfied, additional Licenses for Online Services other than

Platform Online Services under the Student Offering may be ordered in any quantity, regardless of the Student Count, provided sufficient Licenses are ordered to cover the use of the Online Services. From time to time, Microsoft may offer additional licensing options for Students based on Licenses for Products ordered for Institution's Organization-wide Count, which will be described in the Product List.

- (vi) The Licensed Period for additional orders will be the same as the Licensed Period for Products ordered as part of the initial order.

c. Adding more copies of Products previously ordered (non-anniversary).

- (i) For Desktop Platform Products and Additional Products licensed Organization-wide, Institution is not required to obtain additional Licenses based on increases in the Organization-wide Count or Student Count after the date of the order. Institution must provide Microsoft with an updated Organization-wide Count and Student Count, however, on each anniversary of the Enrollment Effective Date during the Licensed Period.
- (ii) Except as provided in subsection (b)(i) above, Institution's right to run Additional Products and Online Services is based on the number of Licenses Institution has acquired for such Products. At any time during the Licensed Period (including any extension), Institution may only run the number of copies of a Product permitted by the Licenses purchased. Institution may order additional Licenses for Products as needed to run additional copies of Products. Institution must order additional Licenses for Products in the same calendar month in which the Products are first run.

Microsoft will invoice the reseller for Products ordered on a pro-rated basis corresponding to the number of full calendar months remaining in the Licensed Period to a minimum of 6 months. Microsoft will invoice the reseller for Online Services ordered on a pro-rated basis based on the number of full calendar months remaining in the Licensed Period. If Institution subsequently orders Licenses for additional Products that were not included on Institution's initial order, Microsoft will use the price list in effect on the date of the invoice to charge Institution's reseller for the additional Licenses. If Institution subsequently orders additional Licenses for Products that were included in Institution's initial order, Microsoft will use the price list in effect when the product was initially ordered to charge Institution's reseller for the additional Licenses.

d. Extension orders and subsequent annual orders. Institution must submit extension orders as follows:

- (i) **One-year Licensed Period.** Institution must submit an extension order to extend the Enrollment for another Licensed Period. Microsoft must receive the extension order prior to the expiration of the Licensed Period. Institution may change the Product selection and quantity of Licenses ordered in each extension order.
- (ii) **Three-year Licensed Period.** Microsoft must receive an anniversary order prior to each anniversary of the Enrollment Effective Date of the three-year Licensed Period. Microsoft must receive any extension order prior to the expiration of the initial three-year Licensed Period. Each anniversary order must include Licenses for at least the same types and quantities of Products as Institution ordered during the year following the Enrollment Effective Date, except for step-ups and any Additional Products not ordered Organization-wide. When placing anniversary orders, Institution may order fewer Licenses for Online Services than the quantity of Institution's initial order as long as the anniversary order meets the minimum requirements for Platform Online Services.

e. Buy-out order. If a buy-out option is available, Institution may order perpetual Licenses for Desktop Platform Products and Additional Products licensed Organization-wide in an amount at least equal to the Organization-wide Count, but not more than the number of Qualified Desktops in the Organization on the date of the buy-out order. The number of perpetual Licenses Institution may order for Additional Products shall be equal to the lowest number of

Licenses ordered during any of the three 12-month periods immediately preceding the expiration of the Enrollment.

- f. **How to confirm orders.** Microsoft will publish password-protected information about orders placed by Institution, including an electronic confirmation of each order, b at <https://www.microsoft.com/licensing/servicecenter> or a successor site. Upon Microsoft's acceptance of this Enrollment, the individual designated by Institution as its Online Administrator will be granted access to this site.
- g. **Step up to a higher Product edition.** If a previously ordered Product has multiple editions, Institution may acquire a License for the higher-level software edition by "stepping up" (e.g., from Core CAL to Enterprise CAL or from SQL Server Standard Edition to SQL Server Enterprise Edition). The order requirements set forth in subsection 7(c) above apply to all step-ups.

8. Work at home rights.

During the Licensed Period, Faculty and Staff who are the primary users (as defined in the Product Use Rights) of an Institution Qualified Desktop running one or more Products licensed by Institution may run one copy of each licensed Product on a home PC that they own or lease (or, for work at home rights for a Client Access License, to access the server Products licensed by Institution from a home PC that they own or lease), solely for work-related purposes. The total number of Faculty and Staff exercising work at home rights for Desktop Platform Products and Additional Products licensed Organization-wide may not exceed Institution's Organization-wide Count. For other Additional Products, the total number of Faculty and Staff exercising work at home rights may not exceed the number of Licenses Institution has acquired for such Additional Products. If Institution upgrades the Product on the Qualified Desktop used by a Faculty or Staff member, the corresponding copy of the Product run on a home PC may likewise be upgraded. Work at home rights for Faculty or Staff automatically terminate upon cessation of employment by or other affiliation with Institution, and the Product may no longer be run on the home PC. Though Microsoft may offer both work at home rights and home use program rights under Software Assurance for a Product, Institution must choose to utilize either work at home rights or home use program rights for such Product, but not both.

9. Perpetual Licenses for Graduates.

Institution may, at any time during the Enrollment term, transfer certain Licenses to run Products on a Student Qualified Desktop to any Graduate. Institution must provide each such Graduate with a license agreement in the form provided by Microsoft. Upon the Graduate's acceptance of the terms of the license agreement, the Graduate's right to run the Products identified in the license confirmation becomes perpetual. Institution may not, however, transfer rights related to access Licenses, including CALs, or to Online Services to Graduates.

10. Education Server Platform Licensing Option.

If Institution licenses one or more of the CAL Products and corresponding Server Platform Products listed in the table below for the aggregate of Institution's Organization-wide Count (at least 1,000) and Student Count (at least 1,000), Institution may run unlimited instances of any edition of the corresponding server Products that constitute the Server Platform Products available through this Enrollment.

Unless Institution chooses to step up to a higher Product edition, Institution must order the Products selected from the table below as part of each anniversary order. If there is an increase in Institution's Organization-wide Count or Student Count, Institution must submit an order for all CAL and Server Platform Products equal to the new count. Institution may aggregate the number of Licenses for CAL Products ordered under a Qualifying Enrollment to satisfy quantity requirements of this Enrollment, provided that such Qualifying Enrollment or its successor is valid and in effect during the term of this Enrollment.

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Server Platform Products licensed under this licensing option may only be used by Faculty and Staff and Students in the Organization and by licensed external users using the Server Platform Products for the benefit of the Organization.

Licenses acquired under this section may not be transferred to Graduates. Institution may buy out CAL Products, but not Licenses for Server Platform Products acquired under these terms. Institution is prohibited from transferring Licenses acquired under this section.

Institution's use of the Products that constitute the Server Platform Products is subject to the Product Use Rights for the Server Platform Products.

Product Selection			
	CAL Product Selected	Server Platform Product Selected	Server Product included for Unlimited Deployment
<input type="checkbox"/>	SQL Server CALs	SQL Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products, plus all editions of BizTalk Server and associated external connectors.
<input type="checkbox"/>	Core CALs (acquired standalone or as part of a platform)	Core Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products, and associated external connectors.
<input type="checkbox"/>	Enterprise CALs (acquired standalone, as a step-up, or as part of a platform)	Enterprise Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products and external connectors, plus System Center 2012 Datacenter and Windows Rights Management Service External Connector.

11. Qualifying systems Licenses.

The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade, all Qualified Desktops on which Institution runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing/contracts>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list may be more extensive at the time of Institution's initial order than it is for some system refreshes at other times during the term of the Licensed Period. Exclusions are subject to change when new versions of Windows are released.

For example, the following are not considered qualifying operating systems: (1) embedded operating systems; (2) Linux; and (3) OS/2. These are examples of exclusions only. Please see the Product List for all current qualifying operating systems.

12. Options upon completion of a Licensed Period.

Microsoft will notify Institution in writing prior to the expiration of the Enrollment. The notice will advise Institution of the option to (1) extend the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement prior to extending or submitting new Enrollment. Each Licensed Period will start the day following the expiration of the prior Licensed Period:

- a. **One-year Licensed Period.** Institution may elect to extend an initial one-year Licensed Period for (1) up to five consecutive terms of 12 full calendar months or (2) one term of 36 full calendar months.
- b. **Three-year Licensed Period.** Institution may elect to extend an initial three-year Licensed Period for either (1) up to three terms of 12 full calendar months or (2) one term of 36 full calendar months.
- c. **Buy-out option.** Institution may elect to obtain perpetual Licenses for Products licensed under this Enrollment, provided it has licensed such Products under one or more Enrollments (including any extensions) under the Agreement (or a predecessor agreement) for at least 36 full calendar months immediately preceding expiration of this Enrollment. To obtain perpetual Licenses, Institution must submit a buy-out order at least 30 days prior to expiration of this Enrollment. The buy-out option is not available for Products licensed under the Student option.

Except as specifically provided otherwise in the Product Use Rights, perpetual Licenses acquired through this buy-out option are device Licenses. The license grant in the section entitled "License options; license grant" above does not apply to such perpetual Licenses.

BACKUP



Governor Edmund G. Brown Jr.

March 13, 2015

Ryan DiGiulio
District Representative
Marysville Joint Unified
1919 B Street
Marysville, CA 95901

Dear Mr. DiGiulio:

This letter serves as a reminder that if the school district has any Housing and Community Development (HCD) relocatable buildings as of September 30, 2015, they may no longer be used as school buildings. Senate Bill 1324 (Lowenthal), Chapter 308, Statutes of 2006, was enacted into law effective on September 18, 2006. This law requires that HCD approved relocatable buildings can no longer be used as school buildings.

Education Code Section 17292(c) requires "...the governing board of the school district shall adopt a resolution by October 30, 2015, certifying to the State Allocation Board that commencing September 30, 2015, the relocatable building is no longer being used as a school building." Please mail the district's adopted resolution to the Office of Public School Construction at the following address:

707 3rd Street, 6th Floor
West Sacramento, CA 95605

Please disregard this letter if a school board resolution has been submitted. If you have any questions, please contact Liz Cheyne at (916) 375-4325 or by email at liz.cheyne@dgs.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Liz Cheyne", is written over a horizontal line.

LIZ CHEYNE
Project Manager
Program Services

LC:lc

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pq10f1

Marysville Joint Unified School District

Resolution 2015-16/32

RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (MJUSD) TO CERTIFY THAT NO HCD/DOH PORTABLES EXIST NOR WILL BE UTILIZED AS SCHOOL BUILDINGS

WHEREAS, per the California Department of General Services (DGS) and the Office of Public School Construction (OPSC), school districts are no longer allowed to house students in classrooms that were placed under the past Housing and Community Development (HCD) and Department of Housing (DOH) programs starting September 30, 2015, and

WHEREAS, Education Code Section 17292 *et seq.* confirms and reiterates that these buildings are no longer to be used as school buildings, and

WHEREAS, Facilities and administrative staff have surveyed all school sites to identify classrooms that may have been approved and placed by the HCD or DOH programs prior to September 30, 2015 and that none exist on any MJUSD campus as of May 7, 2015.

WHEREAS, the MJUSD has completed the Required Division of State Architect (DSA) reporting form which is attached hereto and incorporated herein as **"Exhibit A"** and that this Resolution is being passed before the deadline of October 30, 2015 as required.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Marysville Joint Unified School District certifies to the State Allocation Board the following:

The MJUSD has confirmed that no HCD/DOH buildings exist at any MJUSD campus and that none will be utilized as school buildings commencing September 30, 2015.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 26th day of May 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary - Board of Trustees

Benard P. Rechs
President - Board of Trustees

Exhibit A

Division of the State Architect Reporting Form for Department of Housing and Community Development (HCD) Relocatable Buildings on School Campuses

Use this form if the school district specific forms have been separated from the pamphlet. You may also file your reports on-line at <http://www.dgs.ca.gov/dea>

School District:

School District Address:

School District Contact Person:

Marysville Joint Unified School District
1919 B Street Phone #: (530) 749-6151
Marysville (CA 95901)
Cynthia Jensen; jensen@mjusd.com

Campus Name	Are there any HCD buildings on campus? (please check one)	If yes, how many (please write number in box)
Aeboga	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
Browns Valley	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
Cedar Lane	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
Conduca	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
Corvilland	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
Dobbins	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
Edgewater	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
Ella	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>

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EXhibit A

Division of the State Architect Reporting Form for Department of Housing and Community Development (HCD) Relocatable Buildings on School Campuses

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School District:

Marysville Joint Unified School District

School District Address:

1919 B Street

Phone # (530) 749-6151

Marysville CA 95901

School District Contact Person:

Cynthia Jensen; jensen@mjusd.com

Campus Name	Are there any HCD buildings on campus? (please check one)	If yes, how many (please write number in box)
Foothill	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
Johnson Park	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
Kynoch	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
Linda	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
Lindhurst	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
Loma Rica	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
Marysville	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
MCAA (charter)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>

Exhibit A

Division of the State Architect Reporting Form for Department of Housing and Community Development (HCD) Relocatable Buildings on School Campuses

Use this form if the school district specific forms have been separated from the pamphlet. You may also file your reports on-line at <http://www.dgs.ca.gov/dsa>

School District:

Marysville Joint Unified School District

School District Address:

1419 B Street

Phone # (530) 749-6151

Marysville CA 95901.

School District Contact Person:

Cynthia Jensen; Jensen@mjusd.com

Campus Name	Are there any HCD buildings on campus? (please check one)	If yes, how many (please write number in box)
McKenney	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
N. Marysville	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
Olivehurst	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
S. Lindhurst	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
Yuba Feather	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
Yuba Gardens	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
Abraham Lincoln Home School	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="text" value="0"/>
	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="text" value=""/>

AGREEMENT FORM

THIS AGREEMENT FOR CONSTRUCTION SERVICES ("Agreement"), entered into this **26th day of May, 2015**, by and between the Marysville Joint Unified School District ("DISTRICT") and **Eschelman Construction, Inc. a California Corporation** ("CONTRACTOR"). The DISTRICT and Contractor may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. DISTRICT is the owner of certain real property commonly known as: **8148 – Foothill Waste Water System** located at: **5351 Fruitland Road,, Marysville, Ca 95901**, county of Yuba, state of California ("Project Sites").

B. DISTRICT is contracting to provide site preparation and assistance with the **8148 – Foothill Waste Water System Project** ("Project").

C. CONTRACTOR has been selected as the lowest responsible and qualified bidder for the Project.

D. DISTRICT desires that the CONTRACTOR complete the Project in accordance with the terms and conditions of this Agreement and all contract documents incorporated herein.

E. CONTRACTOR is willing to complete the Project in accordance with the terms and conditions set forth in this Agreement and all contract documents incorporated herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - SCOPE OF WORK: The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required to complete the Project in strict accordance with the contract documents enumerated in Article 7 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents. CONTRACTOR shall perform that work designated in CONTRACTOR'S Bid Form which constitutes at least 15% of the total work, exclusive of supervisory and clerical work, without the services of any subcontractor.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8148 – FOOTHILL WASTE WATER SYSTEM PROJECT

ARTICLE 2 - TIME OF COMPLETION:

CONTRACTOR shall have **60 calendar days** from the Notice to Proceed to complete the work, anticipated notice to proceed to occur about **Wednesday May 13, 2015**.

The DISTRICT may give the Notice to Proceed **within sixty (60) days** of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the Notice to Proceed, the CONTRACTOR shall commence all work as specified in the Notice to Proceed, as well as the Project Schedule, and shall diligently schedule, execute and fully complete the required work in accordance with the current Project Schedule and within the time period specified in the Notice to Proceed.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this **sixty (60) day period**, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the DISTRICT's postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the contract as a result of postponement by the DISTRICT, CONTRACTOR shall not be entitled to any compensation or damages for bid preparation, associated costs or otherwise, including work performed, if any, by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder.

In case of delays to Project completion by strikes, by lockouts, by fire, by embargoes, by earthquake, by acts of war or God, or by any other cause beyond the reasonable control of DISTRICT and/or CONTRACTOR then neither DISTRICT nor CONTRACTOR will be entitled to any damages, restitution or compensation, additional or otherwise, from the other for such delays. For any other delays, unless caused solely by DISTRICT, CONTRACTOR shall not be entitled to an extension of time.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the DISTRICT the sum of One Thousand Five Hundred Dollars (\$1,500.00) per calendar day for each and every day of delay beyond the time set for completion of the Project as liquidated damages and not as a penalty or forfeiture. CONTRACTOR shall pay a percentage of the liquidated commensurate with the CONTRACTOR's responsibility for each calendar day of delay as determined by the Construction Manager and the DISTRICT in completing the work within the stipulated time as a result of: (a) the CONTRACTOR's failure to complete the Contract within the time specified in the Notice to Proceed and/or; (b) the CONTRACTOR's failure to complete the Contract in accordance with the Project Schedule. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the contract. This Article shall not be construed as

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8148 – FOOTHILL WASTE WATER SYSTEM PROJECT

preventing the DISTRICT from the recovery of damages under provisions of the contract documents.

ARTICLE 4 - CONTRACT PRICE: The DISTRICT shall pay to CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of **Two hundred seventy six thousand six hundred ten dollars and 53/100 CENTS (\$276,610.53)**, said sum being the total amount stipulated in the proposal. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the contract price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without written agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, Construction Manager, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys' fees or other proceeding based upon such act, omission, or breach.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, Construction Manager, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8148 – FOOTHILL WASTE WATER SYSTEM PROJECT**

damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.

(c) Any dispute between CONTRACTOR and CONTRACTOR'S subcontractors/ supplies/ sureties, including, but not limited to, any failure or alleged failure of the CONTRACTOR (or any person hired or employed directly or indirectly by the CONTRACTOR) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

(d) In any legal or equitable action or proceeding, including arbitration and mediation, and other litigation, brought either to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, costs and expenses incurred therein, including expert witness fees and costs.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Notice to Contractors
Statement of Experience
Designation of Subcontractors
Non-Collusion Affidavit
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding
Worker's Compensation
Agreement
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security
Deposit In Lieu of Retention

Workers'
Compensation/Employers Liability
Endorsement
General Liability Endorsement
Automobile Liability Endorsement
Contractor's Certificate Regarding
Drug-Free Workplace
Contractor's Certificate Regarding
Alcohol and Tobacco
Contractor Certification Regarding
Background Checks
References
General Conditions
Specifications
Project Schedule
All Addenda as Issued
Drawings (if applicable)

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8148 – FOOTHILL WASTE WATER SYSTEM PROJECT**

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations.

The following Labor Code sections by way of illustration and not limitation are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000 et seq.)
3. California Labor Code Section 1771.4

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

ARTICLE 10 - CONTRACTOR'S LICENSE: The CONTRACTOR must possess throughout the Project the legally-required contractor's license classification for the specific Bid Package, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written. To the extent that there exists any conflicts or inconsistencies between this Agreement and the General Conditions, the provisions contained in the General Conditions shall govern.

DISTRICT

By: _____

Name: **Dr. Gay Todd, Superintendent**

Dated: _____

CONTRACTOR

Jim Escherman

Typed or Printed Name

Owner

Title

Signature

GENERAL CONDITIONS

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8148 – FOOTHILL WASTE WATER SYSTEM PROJECT**

The MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (“**District**”) and **Escheman Construction, Inc, a California Corporation** (“**Contractor**”) acknowledge and agree to the following terms and conditions for the construction and completion of the **8148 – Waste Water System** Project (“**Project**”). District or Contractor may be referred to individually as a “**Party**” or collectively as the “**Parties**.”

**ARTICLE I
CONTRACTOR QUALIFICATIONS, GENERAL DUTIES AND STATUS**

Contractor warrants that it has the following qualifications:

(a) **Experience.** Contractor represents to District that Contractor is experienced in the construction of the type of facility desired by District and possesses all necessary licenses and qualifications required to build and deliver the completed Project within the timelines specified in this Agreement, **the project manual, special provisions and drawings.**

(b) **Licenses.** Contractor and its agents shall be licensed and regulated by the California Contractors State License Board and possess the license(s) listed in the Notice to Contractors. Should Contractor or its agents not be so licensed at any time during the term of this Agreement, Contractor is subject to penalties under the law and the Agreement shall be void.

(c) **Financial Solvency.** Contractor represents and warrants that it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is able to furnish the plant, tools, materials, supplies, equipment, and labor, and is experienced in and competent to perform the work contemplated by this Agreement; and that it is authorized to do business in the State of California where the Project Site is located.

**ARTICLE II
CONTRACT DOCUMENTS**

Section 1. The “Contract Documents” consist of the Agreement between the District and Contractor, the Documents listed in Article 7 therein, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to bid, instructions to bidders, notice to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Architect or Construction Manager. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated agreement between the parties hereto

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
8148 – WASTE WATER SYSTEM PROJECT

and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect or Construction Manager and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract Documents intended to facilitate performance of the Architect's duties.

Section 2. The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. All Contract Documents form the Contractors contract with the District. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

Section 3. The Drawings and Specifications generally describe the Work to be performed by the Contractor. Generally, the Specifications describe Work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on either the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Contractor to provide a complete Project. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by them.

**ARTICLE III
WORK**

Section 1. Intent. The Contractor shall provide all items and services necessary for the proper design, construction, execution and completion of the Project, including but not limited to any and all items and services consistent with and reasonably inferable from the governing Contract Documents (defined below) as necessary to produce the intended results, whether or not the items and services are specifically mentioned in them. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all, unless certain services or equipment are specifically excluded in this Agreement. The scope of work for the Project is provided in Exhibit B, attached hereto and incorporated herein.

Section 2. Definition. For the purposes of this Agreement, the term "Contract Documents" shall mean means those construction documents for the Project, including without limitation, the plans and specifications which have been adopted by the District, approved by any other agencies having jurisdiction over the Project and reviewed by the Contractor.

Section 3. Independent Contractor Status. Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required by the terms of this Agreement. Nothing herein contained shall be

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construed as creating the relationship of employer and employee, or principal and agent, between the District and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be considered in any manner to be District employees. District shall be permitted to monitor the activities of the Contractor to determine compliance with the terms of this Agreement and all Contract Documents.

Section 4. Change of Entity. Contractor shall not change the name or legal structure of its entity without first notifying District in writing.

Section 5. Cooperation. Contractor shall cooperate with District in making such changes as District may request in the Contract Documents.

Section 6. Construction Work. All construction work done by the Contractor shall be performed in accordance with the Contract Documents. All construction work which Contractor is not capable of performing with its own forces shall be let by Contractor to subcontractors (hereinafter called "Subcontractors"), in its own name, and not as an agent of the District.

(a) Subcontracting. Contractor agrees to bind every Subcontractor by the terms of this Agreement as far as such terms are applicable to Subcontractor's work. If subcontracts any part of this Agreement, Contractor shall be as fully responsible to District for acts and omissions of each Subcontractor and of persons either directly or indirectly employed by Subcontractor. Nothing contained herein shall create any contractual relation between any Subcontractor and District.

(b) Payment to Subcontractors. Contractor shall make timely payment of all Subcontract amounts when and as due, except that notwithstanding provisions to the contrary in a particular Subcontract, Contractor shall not pay such Subcontractor any sums corresponding to sums withheld from Contractor by District on account of defects, deficiencies, acts, or omissions of such Subcontractor. In no event shall any such payments be made later than the thirty (30) day time limit imposed by Public Contract Code section 20104.50, unless good cause is shown. Contractor shall indemnify, defend and hold District harmless from any claims or actions which allege that any subcontractor or supplier was not paid with respect to the Project.

Section 7. Work and Materials. Contractor covenants that all the work on the Project will be done in a good and workmanlike manner that complies with the industry standard for similar projects and that all materials furnished and used in connection therewith will be new and in conformance with the established industry standard unless otherwise approved by the District.

Section 8. Supervision. Contractor shall provide competent supervision of all phases of the work and shall cause the work to be performed in strict and complete accordance with the Contract Documents. All personnel and Subcontractors used by Contractor in the performance of the work shall be qualified by training and experience to perform their assigned tasks, and shall have all necessary licenses. At the request of District, Contractor shall not use in the

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performance of the work any person or Subcontractor deemed by District to be incompetent, careless, unqualified to perform the work, or otherwise unsatisfactory to District.

Section 9. Licenses and Permits. Contractor is obligated to obtain all necessary licenses, building and other permits, and similar authorizations from governmental authorities required to perform its obligations hereunder, and shall give all notices required by, and otherwise comply with, all applicable laws, ordinances, rules, regulations, and restrictions.

Section 10. Protection of Project Site. Contractor shall protect and prevent damage to all unfinished phases of the Project, including but not limited to the protection thereof from damage by the elements, theft, or vandalism.

Section 11. Acts and Omissions of Employees. Contractor shall be responsible to the District for acts and omissions of Contractor's employees, subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing or completing portions of the Project under direct or indirect contract with the Contractor or any of its subcontractors.

ARTICLE IV
COORDINATION AND COMMUNICATION WITH DISTRICT

Contractor shall coordinate all work with the District and shall communicate with the District on a regular basis to provide updates on the progress of the Work. Contractor acknowledges that District will be performing Work on the Project and will assist in the coordination of such work with the District, and assist with the coordination and/or supervision of any Work performed by the District when requested.

ARTICLE V
PROGRESS PAYMENTS

Section 1. The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.

Section 2. Within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) unless Contractor has filled out the Escrow Agreement for Security Deposit in Lieu of Retention up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be Contractor best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

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Section 3. The Architect shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided in Article IV below. The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Project site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents, (2) results of subsequent tests and inspections, (3) minor deviations from the Contract Documents correctable prior to completion, and (4) specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

Section 4. Contractor shall not be entitled to payment for any non-conforming work performed, so long as any lawful or proper direction concerning that non-conforming work or any portion thereof given by the District is not corrected by Contractor. District shall withhold from the Progress Payments one hundred fifty (150%) of the estimated value of non-conforming work unless satisfactorily corrected or remedied. This provision shall also apply in the event that a portion of non-conforming work may impact other completed work, resulting in a need to reconstruct or re-work related work. The District shall not unreasonably withhold payment for unrelated and uninvolved work in the event of dispute over non-complying work without entering into negotiations make a good faith effort to arrive at settlement of said conflict.

Section 5. No payment requests will be processed unless Contractor has submitted copies of the Certified Payroll records for the Work which correlates to the payment request.

ARTICLE VI
PAYMENTS WITHHELD

Section 1. District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:

- (a) Payments which may be past due and payable for just claims against Contractor or any subcontractors, or against and about the performance of work on the Project.
- (b) The cost of defective work which Contractor has not remedied.
- (c) Liquidated damages assessed against Contractor.
- (d) Penalties for violation of labor laws.
- (e) The cost of materials ordered by District.
- (f) The cost of completion of this agreement, if there exists a reasonable doubt that this agreement can be completed for the balance then unpaid to Contractor.
- (g) Damage to another contractor.

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- (h) Site clean up as provided in Article X.
- (i) Payments to indemnify, defend, or hold harmless District.
- (j) Any payments due to District including but not limited to payments for failed tests, utilities or imperfections.
- (k) Extra services for Architect.

Section 2. Extra services for the Project Inspector including but not limited to reinspection required due to Contractor's failed tests or installation of unapproved or defective materials, and Contractor's requests for inspection and Contractor's failure to attend the inspection. In order to ensure the timely completion of the Project, the District may elect to use the funds withheld to pay subcontractors, vendors or laborers. Prior to doing so, the District shall provide the Contractor written notice of District's intent to disburse the monies. If the Contractor does not object to this written notice within ten (10) days of its mailing, the District may disburse said monies and shall be held liable to the Contractor only if such disbursement is not made in good faith.

Section 3. Upon remedy of any reason for withholding payment, payment shall be made for amounts withheld by District.

ARTICLE VII
LIQUIDATED DAMAGES

Section 1. Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, One Thousand Five Hundred Dollars (\$1,500.00) for each calendar day beyond the Contract completion date or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity. Contractor expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the Contractor does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestone established in or pursuant to the Project Schedule. Any liquidated damages recovered by the District shall not, however, limit the District's right to separately recover any actual out-of-pocket damages it suffers due to Contractor's delay. Contractor and his surety shall be liable for the amount thereof pursuant to Government Code section 53069.85. The District may deduct the liquid damages from the retention if not paid by Contractor.

Section 2. Contractor shall not be charged for liquidated damages because of any delays in completion which are not the fault or negligence of Contractor, including but not restricted to Acts of God. Contractor shall, within ten calendar (10) days of beginning any such delay, notify District in writing of causes of delay. Contractor shall provide documentation and justification

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to substantiate the delay and its relation to the Project's critical path. District shall ascertain the facts and extent of delay and grant an extension of time for completing work when, in its judgment, the facts justify the granting of such an extension. The District's finding of facts regarding delay shall be final and conclusive. Any extension of time granted by District shall apply only to that portion of work affected by the delay and shall not apply to other portions of work not so affected.

ARTICLE VIII
PROGRESS SCHEDULE

Section 1. The Project Schedule in the bid documents. Within ten (10) calendar days after being awarded the contract, Contractor shall submit a progress schedule for District and Architect's approval. The schedule shall not exceed time limits set forth in the Contract Documents and/or Notice to Proceed and shall comply with all of the scheduling requirements as set forth in the Specifications. Failure to submit a schedule or submittal of a schedule which shows completion of the Work beyond the specified completion date shall be deemed a material breach by the Contractor. The scheduling is necessary for the District and Architect's adequate monitoring of the progress of the Project. The Architect and/or District may disapprove of any schedule or require modification to it if, in the opinion of the Architect or District adherence to the progress schedule will not cause the Work to be completed in accordance with the Agreement.

Section 2. Contractor shall not be granted an extension of time for failure to obtain necessary approvals for deferral approvals due to failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations). Contractor shall schedule all deferred approval items and shop drawings in its progress schedule. If Contractor fails to include deferred approval items and shop drawings in its schedule which results in a critical path delay, then Contractor shall be subject to the assessment of liquidated damages. Contractor shall not be granted an extension of time for failure to obtain necessary approvals for deferral approvals due to its failure to comply with law, building codes and other regulations (including Title 24 of the California Code of Regulations).

Section 3. Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

ARTICLE IX
CHANGES IN THE WORK

Section 1. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Construction Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's Governing Board has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply

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to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Article 7, all Change Orders shall be prepared and issued by the Architect/Engineer and shall become effective when executed by the District's Governing Board, the Architect, the Contractor, Yuba County Department of health and DSA (if necessary or as applicable).

Section 2. Should any Change Order result in an increase in the Contract price, the cost of such Change Order shall be agreed to, in writing, in advance by Contractor and District and be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor proceeds with any change in Work without first notifying District and obtaining the Architect's and District's consent to a Change Order, Contractor waives any claim of additional compensation for such additional work.

Section 3. CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY.

Section 4. The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Sum, or an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Change Order and shall be binding on the District and the Contractor. The Contractor shall carry out such written orders promptly.

Section 5. A "CO" is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, the Architect, and the DSA (if necessary), stating their agreement upon all of the following:

- (a) A description of a change in the Work;
- (b) The agreed amount of the adjustment in the Contract Sum, if any; and
- (c) The extent of the adjustment in the Contract Time, if any.

Section 6. A COR is a written request prepared by the Contractor requesting that the District and the Architect issue a CO based upon a proposed change by the Contractor. A COR shall include breakdowns to validate any change in Contract Price due to proposed change or claim. A COR shall also include any additional time required to complete the Project. If Contractor fails to request a time extension in a COR, then the Contractor is thereafter precluded from requesting or claiming a delay.

Section 7. The amount of the increase or decrease in the Contract Price from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation and agreed to by the Parties in writing:

- (a) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

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- (b) By unit prices contained in Contractor's original bid and incorporated in the Project documents or fixed by subsequent agreement between District and Contractor;
- (c) Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.
- (d) By cost of material and labor and percentage of overhead and profit.

**ARTICLE X
CLEAN-UP**

Contractor at all times shall keep the premises reasonably free from debris such as waste, rubbish, and excess materials and equipment caused by work on the Project. Contractor shall not leave debris under, in or about the premises at the end of any day and shall keep the premises free from any attractive nuisances. If Contractor fails to clean up at the completion of the work, District may do so and the cost of such clean up shall be charged back to the Contractor or may be subtracted from any payments due to Contractor.

**ARTICLE XI
CORRECTION OF WORK BEFORE ACCEPTANCE**

Section 1. Correction of Work. Contractor shall promptly remove from the premises all work determined by District as failing to conform to the Contract Documents, applicable building codes, ADA, Title 24 of the California Code of Regulations, Field Act, Yuba County Environmental Health Department or DSA requirements, whether incorporated into the Contract Documents or not. Contractor shall promptly replace and re-execute its own work to comply with all applicable documents, laws and guidelines without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. If Contractor does not remove or correct such condemned work within a reasonable time, District may remove it and may store the material at Contractor's expense. The costs associated with such removal and clean up shall be charged to the Contractor.

Section 2. Notice of Defect. District shall provide Contractor prompt written notice of all defective construction of which District has actual knowledge or work that does not conform with the Contract Documents.

Section 3. Failure to Correct Defective or Non-conforming Work. If the Contractor fails to correct nonconforming or defective work within a reasonable time, the District may correct it after THREE (3) days written notice and all costs related to such work shall be charged to Contractor.

**ARTICLE XII
INSPECTION, COMPLETION, AND CLOSE-OUT**

Section 1. Final inspection will be made upon written notification from Contractor to District that all work has been completed. A final walk through of the Project to determine

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completion and to record the Notice of Completion shall occur only upon a valid claim by Contractor that the Project is complete.

Section 2. District shall accept completion of the Project and have the Notice of Completion recorded within ten (10) days of acceptance of completion of the Project when the entire work has been completed to the satisfaction of the District. The Project may only be accepted as complete by action of the Board.

Section 3. Contractor shall prepare and directly submit to the applicable governmental agencies the final Project accounting and close-out reports including all Yuba County Environmental Health, DSA, CDE, SAB and OPSC forms required for the final close-out of the Project. District shall cooperate and assist Contractor as necessary.

Section 4. All plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials or other Contract Documents and copies furnished thereof by District are District's property. They are not to be used in other work and are to be returned to District upon completion of the Project.

Section 5. Upon issuance of the Notice of Completion, Contractor shall deliver to District one (1) complete set of final as-built drawings, operating manuals, repair parts lists, service instructions and equipment warranties.

ARTICLE XIII
ACCESS TO WORK

District and its representatives shall at all times have reasonable access to the Project. Contractor shall provide safe and proper facilities for such access during normal working hours. District and its representatives shall observe all Project safety requirements.

ARTICLE XIV
OCCUPANCY

District may, with advance agreement of Contractor, which shall not be unreasonably withheld, occupy portions of the Project before completion of the Project, and such occupancy shall not constitute final acceptance of any part of work covered by this Agreement pursuant to Public Contract Code section 7107. As noted in Article 10, section 2, the Project may only be accepted as complete by action of the District's Governing Board.

ARTICLE XV
INTEGRATION OF WORK

The Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. Contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the work. When modifying existing work or installing new Work adjacent to existing work, Contractor shall match, as closely as conditions of the Project site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to District. All cost caused by defective or ill-timed work shall be borne by Contractor. Contractor

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shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

ARTICLE XVI
INSPECTOR OF RECORD

Section 1. One or more Project inspectors employed by the District and approved by the Division of the State Architect and or the Yuba County Environmental Health Department/Building Department will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 and per the Counties codes and ordinances as applicable.

Section 2. All Work shall be under the observation of the Inspector. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

Section 3. The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

ARTICLE XVII
INSURANCE

Section 1. Contractor shall maintain all course of construction and other insurance as necessary to protect said equipment and work. The District shall not become responsible for risk of loss or other insurable risk until final Notice of Completion and Final Payment has been made to Contractor. Contractor shall cause the following insurance coverage to be maintained at its sole cost and expense during the term of work performed hereunder to protect Contractor and District from all claims for personal injury, including accidental death, to any person, as well as from all claims for property damage arising from operations under this Agreement:

- (a) Commercial general liability insurance including Contractor's risk, blanket contractual, broad form property damage, completed operations and independent contractor's liability, all applicable to personal injury, bodily injury, and property damage to a limit of \$1,000,000 each occurrence and \$2,000,000 aggregate.

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(b) Comprehensive automobile liability insurance including owned, hired, and non-owned automobiles, for bodily injury and property damage to a combined single limit of \$1,000,000 each occurrence.

(c) Contractor shall require its subcontractors, if any, to take out and maintain similar public liability and property damage insurance and comprehensive automobile liability insurance in an amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.

Section 2. Endorsements shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice. Endorsements shall clearly state that the District and District Inspector are named as "Additional Insured" under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. Said endorsements must be provided in a form deemed suitable to the District, in its sole and absolute discretion. All proof of insurance required herein shall be delivered before the commencement of any work on the Project by Contractor. All insurance policies must be issued by California admitted insurers. A non-California admitted insurer may be accepted at the sole discretion of the District.

ARTICLE XVIII
BONDS

Section 1. Contractor shall furnish separate performance and payment bonds, each in an amount equal to one hundred percent (100%) of the contract price on forms acceptable to the District. All bonds shall be provided by a California admitted surety as defined in California Code of Civil Procedure section 995.120. Personal sureties and unregistered sureties are unacceptable. Contractor shall keep the performance bond in effect until expiration of the guarantee/warranty period referenced herein. Contractor shall keep the payment bond in effect for an additional six (6) months after the period in which stop notices may be filed as set forth in Civil Code section 3184.

ARTICLE XIX
INDEMNITY

Section 1. Contractor agrees to and does hereby indemnify, defend and hold harmless District, its Board members, its officers, agents, District Inspector, and its employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, which may arise out of or in connection with the Project, including without limitation the following:

(a) Liability for damages for death or bodily injury to persons, injury to, loss or theft of property, or any other loss, damage or expense arising from the above, sustained by any person or entity, including without limitation, District, Contractor or any person, firm, subcontractor or contractor employed by either District or Contractor upon or in connection with the Project, except for liability resulting from the active and primary negligence or willful misconduct of District, its officers, employees, agents or independent contractors who are directly employed by the District; and

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(b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of Contractor, or any person, firm or subcontractor employed by Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or Contractor, including District, arising out of, or in any way connected with Contractor's performance, whether said injury or damage occurs either on or off District property, or if the liability arose from the negligence or willful misconduct of anyone employed by Contractor, either directly or by independent contract.

Section 2. Contractor, at its own expense, cost and risk, shall defend any and all actions, suits, claims, demands or other proceedings to the extent of the above-described indemnification that may be brought or instituted against District, its Board, its officers, agents, or employees, and shall pay or satisfy any judgment that may be rendered against District, its Board, its officers, agents, or employees in any action suit or other proceedings as a result thereof.

Section 3. Contractor shall require that indemnity language in substantially the same form as set forth above be inserted in any agreements with its subcontractors.

Where approval by the District or representative of the District is indicated, it is understood to be conceptual approval only and does not relieve Contractor of responsibility for complying with all laws, codes, industry standards and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its subcontractors.

**ARTICLE XX
MATERIALS**

Section 1. Unless otherwise specified, all materials shall be new and meet or exceed industry standard for school construction and all workmanship shall be of good quality. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of work and shall be stored properly and protected as required by this Agreement.

Section 2. No materials, supplies, or equipment for work under this Agreement shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which any interest therein, or in any part thereof, is retained by seller or supplier. Contractor warrants good title to all material, supplies and equipment installed or incorporated in work and agrees upon completion of all work and final payment to deliver premises, together with all improvements and appurtenances constructed or placed thereon by Contractor to District free from any claim, liens or charges.

Section 3. Contractor further agrees that neither it nor any person, firm or contractor furnishing any materials or labor covered by the Agreement shall have any right to lien upon the premises or any improvement of appurtenances thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

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Section 4. Nothing contained in this section, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by Contractor for their protection, or any rights under any applicable law permitting such persons to look to funds due to Contractor and in the hands of the District.

Materials shall be stored on the premises in such manner so as not to interfere with the work and so that no portion of the structure shall be overloaded. Additionally, Contractor shall make efforts to store materials in a manner so to not create an attractive nuisance.

ARTICLE XXI
WORKERS

Section 1. Contractor and each subcontractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Project, organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Project, and keep an adequate force of skilled and fit workers on the job to complete the Project in accordance with all requirements of the Contract Documents.

Section 2. Contractor shall at all times enforce strict discipline and good order among Contractor's employees and contractors and shall not employ on work any unfit person or anyone not skilled in work assigned to Contractor.

Section 3. Contractor shall remove from the work site any person in the employ of the Contractor whom District may deem incompetent or unfit and such worker shall not again participate in the work and shall not again be employed on it except with written consent of District.

Section 4. Contractor shall take all reasonable steps necessary to ensure that any of its employees, consultants, subcontractors and suppliers, or any of its subcontractors' employees report for work in a manner fit to do their job. Such employees: (i) shall not utilize tobacco on the Project site, and (ii) shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Project Site is not affected thereby). Contractor shall advise its employees of these requirements before they enter on the site and shall immediately remove from the site any employee in violation of these requirements as determined by Contractor or by the District. Contractor shall impose these requirements on its subcontractors.

Section 5. District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of Contractor, or any subcontractor, material or equipment supplier, or other party involved on the Project, for cause. Any person in the employ of Contractor or subcontractors the District may deem incompetent, unfit, troublesome or otherwise undesirable shall be excluded from the work site and shall not again be employed on it except with District's written consent.

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Section 6. Contractor shall take all reasonable steps necessary to ensure that any employees of Contractor or any of its subcontractors' employees comply with all federal, state and local laws prohibiting harassment and/or violence in the workplace.

Section 7. Unless exempted, Contractor shall comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with the District's pupils. During construction on the Project it is not anticipated that students will be onsite until occupancy and warrantee period. In order to comply with the requirements of Education Code sections 45125.1 and 45125.2, Contractor shall not permit any employee or employees or any employee or employees of any subcontractor to come in contact with District pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony.

Contractor shall comply with the requirements of the Military Leave of Absence Act (Military & Veterans Code, § 394 et seq.). Contractor shall ensure that its subcontractors on the Project also comply with the requirements of the Military Leave of Absence Act.

ARTICLE XXII
WAGE RATES

Section 1. Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the California Labor Code, the governing body of District 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 workmen needed to execute the contract.

Section 2. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Labor Code section 1773.1 apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes when the term "per diem wages" is used herein.

Section 3. Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code section 1773.8.

Section 4. Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.

Section 5. Each worker of the Contractor or any of its subcontractors engaged in work on the Project shall be paid not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractors and such workers.

Section 6. Contractor shall, as a penalty to the District, forfeit an amount as determined by the Labor Commissioner pursuant to Labor Code section 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the director for such work. The difference between the prevailing wage rates and the amount paid to each worker for

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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 Contractor.

Section 7. Copies of the determined prevailing wage rates are on file and available upon request at the District's office and are otherwise available at <http://www.dir.ca.gov/>. Contractor shall be responsible for knowing and implementing all prevailing wage rates at all times during the Project. Contractor shall post, at appropriate conspicuous points on the site of the Project, a schedule showing all determined general prevailing wage rates.

Section 8. Any worker employed to perform work on the Project which is not covered by any classification available at the office of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

ARTICLE XXIII
LABOR COMPLIANCE

Section 1. Labor Compliance Program; Record of Wages Paid; Inspection.

(a) A Contractor and/or subcontractor shall not be qualified to bid on, be listed on a bid 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 bid or enter into a contract for a public works project with an unregistered contractor and/or subcontractor(s).

(b) 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.

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(c) Contractor and each subcontractor 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.

Section 2. Pursuant to Labor Code section 1776, Contractor stipulates to the following:

(a) 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 or her on the Project. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms.

Section 3. The payroll records enumerated under Section 10(a) shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor.

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.

Section 4. A certified copy of all payroll records enumerated in Section 10(a) shall be provided for inspection and furnished to a representative of the District, the Division of Labor Standards Enforcement and Division of Apprenticeship Standards of the Department of Industrial Relations.

Section 5. A certified copy of all payroll records enumerated in Section 10(a) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The requesting Party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

Section 6. Contractor shall file a certified copy of the records enumerated in Section 10(a) with the entity that requested such records within ten (10) days after receipt of the written request.

Section 7. Any copy of records made available for inspection as copies and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

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Section 8. Contractor shall inform the District of the location of the records enumerated under Section 10(a), including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.

Section 9. In the event of noncompliance with the requirements of this section 13, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying non-compliance. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of Twenty-Five Dollars (\$25.00) to the District for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from any progress payment then due.

Section 10. The responsibility for compliance with this Article shall rest upon Contractor. Contractor shall submit certified payrolls with each pay request, including as required by Labor Code Section 177.4.

Section 11. Apprentices. All apprentices employed by Contractor to perform services under the Agreement shall be paid the standard wage paid to apprentices under the regulation of the craft or trade at which that apprentice is employed, and shall be employed only at the work of the craft or trade in which that apprentice is registered. Only apprentices, as defined in Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed under this Agreement. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprenticeship agreements under which that apprentice is training.

Section 12. When the Contractor to whom the contract is awarded by the District or any subcontractor under the Contractor, 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 the approval of the Administrator of Apprenticeship.

Section 13. Contractor 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 are 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 in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in Section 1777.5, of the Labor Code. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five (5) journeymen.

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Section 14. "Apprenticeable craft or trade" as used in Labor Code section 1777.5 and this Article, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

Section 15. Contractor, or any subcontractor, who, in performing any of the work under this Agreement, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship programming shall contribute to the fund or funds in each craft or trade in which Contractor employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other contractors do. Where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay like amount to the California Apprenticeship Council. 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.

Section 16. The responsibility of compliance with Labor Code section 1777.5 and this section 13 for all apprenticeable occupations is with the Contractor.

The interpretation and enforcement of Sections 1777.5 and 1777.7 of the Labor Code shall be in accordance with the rules and procedures of the California Apprenticeship Council.

ARTICLE XXIV
WORKERS' COMPENSATION INSURANCE

Section 1. Contractor shall provide, at all times in which it is providing or performing any work on the Project, at its sole cost and expense, workers' compensation insurance for all of its employees engaged in work under the terms hereof. In case any of Contractor's work is sublet, 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. In case any class of employees engaged in work under this Agreement, on or at the site of the Project is not protected under Workers' Compensation laws, Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employee, not otherwise protected. Contractor shall file with the District certificates of its insurance protecting workers. Contractor is required to secure payment of compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.

Section 2. An authorized officer of Contractor shall sign under penalty of perjury, date and notarize a certificate which states the following:

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

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**ARTICLE XXV
WARRANTY/GUARANTEE**

Section 1. Neither final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work done and facilities constructed pursuant to this Agreement will be free of faulty materials or workmanship and hereby agrees, immediately upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one (1) year after the Notice of Completion date for the Project.

Section 2. The foregoing warranty of Contractor applies to the remedy, repair or replacement of defects which may appear in connection with the Project, but the foregoing warranty of Contractor does not guarantee against damage to the Project sustained by lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions.

Section 3. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth hereinabove shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply. The term of Contractor's warranty/guarantee shall not preclude any claim by District for breach of contract, or other legal claim, brought within the applicable statute of limitation, for failure to construct the Project in strict accordance with the Contract Documents.

Section 4. In the event of any failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor which hereby agrees to pay reasonable costs and charges therefore immediately on demand.

Section 5. If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this Article 36, proceed to make such necessary correction and the reasonable cost shall be charged against Contractor, which shall be paid on demand by District. Such action by the District will not relieve the Contractor of the guarantee provided in this Article or elsewhere in this Agreement.

This Article 20 does not in any way limit the guarantee on 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 and assign to District all appropriate guarantee and warranty certificates upon completion of the Project.

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ARTICLE XXVI
TITLE OF WORK

Section 1. Immediately upon the performance of any of the Work, as between Contractor and District, title thereto shall vest in District; provided, however, the vesting of such title shall not impose any obligations on District or relieve Contractor of any of its obligations hereunder.

ARTICLE XXVII
WARRANTY OF TITLE

Section 1. Contractor warrants title to all work. Contractor further warrants that all work is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Failure to keep work free of liens, claims, security interests or encumbrances is grounds to make a claim against Contractor's payment and performance bond to immediately remedy and defend.

If a lien or stop notice of any nature should at any time be filed against the Work or any District property, by any entity which has supplied material or services at the request of the Contractor, Contractor and Contractor's surety shall promptly, on demand by District and at Contractor's and surety's own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately there from.

If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract.

ARTICLE XXVIII
LAWS AND REGULATIONS

Contractor shall give all notices and comply with all applicable laws, ordinances, rules and regulations. If Contractor performs any work which is contrary to any applicable law, ordinance, rule or regulation, Contractor shall bear all costs and expenses arising there from, with the exception of design errors or omissions that the Contractor could not reasonably have identified.

ARTICLE XXIX
NOTICE AND SERVICE

Section 1. The District's representative is the District's Superintendent or any other party, as designated by the District in writing to the Contractor.

Section 2. Notice to either Party shall be in writing, addressed to the Party to be notified at the address specified herein, and either (i) personally delivered, (ii) sent by an overnight courier service such as Federal Express, (iii) sent by first-class mail, registered or certified mail, postage prepaid, return receipt requested, or (iv) sent by facsimile or electronic mail.

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Section 3. Any such notice shall be deemed received: (i) on the date of receipt if personally delivered; (ii) on the date of receipt as evidenced by the receipt provided by an overnight courier service, if sent by courier; (iii) three (3) business days after deposit in the U.S. Mail, if sent by mail; or (iv) on the date faxed or e-mailed as evidenced by dated transmittal and delivery confirmation.

If to the Contractor:

Escheman Construction

Attn: Lance Barlean

Phone: 530-675-2323

Fax: 530-675-2325

Email: lancebarlean@gmail.com

If to the District:

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT**

Attention: Superintendent of Schools
1919 B Street

Marysville, CA 95901

Phone: (530) 749-6115

Fax: (530) 742-0573

ARTICLE XXX
CONTINUATION OF WORK

In the event of a dispute between the Parties as to performance of the work or the interpretation of the Contract Documents, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute, provided the District is not in default under the terms of the Agreement or in material breach of the Agreement. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, Contractor agrees it will not stop the progress of the work on the Project.

ARTICLE XXXI
PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and language required by law to be inserted in this Agreement 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 provision is not inserted, or is not correctly inserted, then upon application of either Party the contract shall be physically amended to make such insertion or correction.

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ARTICLE XXXII
NON-DISCRIMINATION

Pursuant to the provisions of Labor Code section 1735, Contractor and its subcontractors shall not unlawfully discriminate in the employment of persons on this Project because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or gender.

ARTICLE XXXIII
ALTERNATIVE DISPUTE RESOLUTION

Section 1. If either Party possesses a claim or dispute with respect to the duties and responsibilities required under this Agreement, that Party shall give the other written notice and demand an informal conference to meet and confer for settlement of the issues in dispute. Notice shall be given within fifteen (15) days of knowledge of the claim or dispute. Such notice shall contain a general written statement of the damage sustained and any estimated delays as a result of such claimed damage. Upon receipt of a Party's demand, the other Party shall schedule a "meet and confer" conference, to take place within thirty (30) days, at a time and location convenient to all Parties. Senior representatives of the District and Contractor, with the authority to settle on the Party's behalf, will attend the meet and confer conference in good faith, in an attempt to resolve any controversy or claim between the Parties. Attendance at this conference shall be a condition precedent to the initiation of arbitration, mediation or a civil action.

ARTICLE XXXIV
LABOR/EMPLOYMENT SAFETY

Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

ARTICLE XXXV
TERMINATION

Section 1. The District may terminate the Contractor and/or this Contract for the following reasons:

- (a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (b) Persistently or repeatedly is absent, without excuse, from the job site;
- (c) Fails to make payment to Subcontractors;
- (d) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- (e) Otherwise is in substantial breach of a provision of the Contract Documents.

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Section 2. When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District under the contract documents or at existing at law, and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

- (a) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- (b) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to take over completion of the Project, the Contractor agrees to immediately assign all Subcontracts to the District which the District has chosen to accept; and
- (c) Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors.

Section 3. If the District terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

Section 4. If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

ARTICLE XXXVI
MISCELLANEOUS

Section 1. Integration Clause. This Agreement, together with all Contract Documents, represents the entire Agreement between the Contractor and the District, and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 2. Time of the Essence. Time is of the essence for all provisions of this Agreement in which a definite time for performance is specified.

Section 3. "Governing Law and Venue." This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules and venue shall be in the County of Yuba.

Section 4. Interpretation. Neither the Parties nor their respective counsel shall be deemed the drafters of this Agreement for purposes of construing its provisions. The language in all parts of this Agreement shall in all cases be construed according to fair meaning, not strictly for or against any of the Parties.

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**ARTICLE XXXVII
NON-UTILIZATION OF ASBESTOS MATERIAL**

- (a) Contractor shall not utilize any asbestos-containing materials.
- (b) Should asbestos containing materials be installed by Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will meet the following criteria:
- (c) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
- (d) The asbestos removal contractor shall be an EPA-accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
- (e) The asbestos consultant shall be chosen and approved by District who shall have sole discretion and final determination in this matter.
- (f) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- (g) Cost of all asbestos removal, including but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs as may be incurred by District shall be borne entirely by Contractor.
- (h) Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos-containing products. By execution of the Agreement, Contractor acknowledges the above and agrees to hold harmless District, its Governing Board, employees, agents, and Architect and assigns for all asbestos liability which may be associated with this Work. Contractor further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risks and liabilities.

**ARTICLE XXXVIII
SITE CONDITIONS AND CONSTRUCTION DOCUMENTS**

Section 1. Site Conditions and Construction Documents. Contractor acknowledges that it has, to the extent necessary to complete the Project, investigated the Site, including, without limitation, a review of the soils reports for the Site as provided by District, and that to the extent one has been provided the soils report discloses no currently known problems with respect to the site conditions. Contractor further acknowledges that it has (or that prior to commencement of construction it will have) performed value engineering and a constructability review of the Plans and Specifications as necessary to satisfy itself that said documents are adequate for the Project's

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construction and that Contractor has not identified any errors or omissions in the Plans and Specifications that will adversely affect construction of the Project.

ARTICLE XXXIX
HAZARDOUS MATERIALS

Section 1. Contractor shall not use or permit the Site or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials, except, and only to the extent, if necessary to maintain the improvements at the Project and then, only in compliance with all Environmental Regulations, and any state equivalent laws and regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee and agent, the storage, transportation, disposal or use of Hazardous Materials or the Release or threat of Release of Hazardous Materials on, from or beneath the Project or onto any other property excluding, however, those Hazardous Materials in those amounts ordinarily found in the inventory of schools and school facilities, the use, storage, treatment, transportation and disposal of which shall be in compliance with all Environmental Regulations. Upon the occurrence of any Release or threat of Release of Hazardous Materials through no fault of District, Contractor shall promptly commence and perform, or cause to be commenced and performed promptly, without cost to Contractor, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the Site and Project or other property, in compliance with all Environmental Regulations.

Section 2. Contractor, at its sole cost and expense, shall comply with all federal, state, and local laws relating to the use, storage, discharge, release and disposal of Hazardous Materials (as defined below) in or about the site and/or the Project. Contractor shall not cause or permit any Hazardous Materials to be brought upon, kept, or used in or about the Project site by Contractor or Contractor's agents, employees, or independent contractors or the agents, employees, or independent contractors of any subcontractors in a manner or for a purpose prohibited by any federal, state, or local agency or authority.

Section 3. Contractor shall immediately provide District with telephonic notice, which shall promptly be confirmed by written notice, of any and all discharge, release, and disposal of any Hazardous Materials onto or within the Project site which by law must be reported to any federal, state, or local agency.

Section 4. Contractor shall be responsible for and shall indemnify, protect, defend, and hold harmless District and District's agents, employees, and independent contractors from any and all liability, damages, injuries, causes of action, claims, judgments, costs, penalties, fines, losses, and expenses which result from Contractor's (or from Contractor's agents, employees, and independent contractors) use, storage, accumulation, discharge, release, or disposal of Hazardous Materials in, upon, or about the Project site.

Section 5. The obligations under this section 39 shall survive the expiration or early termination of this Agreement.

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Section 6. Definition of Hazardous Materials. As used in this Agreement, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Materials" includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to section 311 of the Federal Water Pollution Control Act (33 U.S.C. section 1317), (iv) defined as a "hazardous waste" pursuant to section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. section 6901, et seq. (42 U.S.C. section 6903), or (v) defined as a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. section 9601 et seq. (42 U.S.C. section 9601).

**ARTICLE XL
COMPLIANCE WITH STORM WATER PERMIT FOR CONSTRUCTION**

Section 1. If required, Contractor, per CA Green Code section 5.106.1, shall develop with the Architect's assistance a Storm Water Pollution Prevention Plan (SWPPP) that has been designed, specific to this site, conforming to the State Storm water NPDES Construction Permit or local ordinance, whichever is stricter, as is required for other projects one acre or more. The plan should cover prevention of soil loss by storm water run-off and/or wind erosion, of sedimentation, and/or of dust/particulate matter air pollution.

Section 2. Contractor shall comply with all conditions of the State Water Resources Control Board ("State Water Board") to obtain a National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale.

Section 3. Contractor shall be responsible for filing any required Notice of Intent and /or obtaining any Permits. District shall provide a draft of the Storm Water Pollution Prevention Program ("SWPPP") for the Project to Contractor upon request. It shall be Contractor's responsibility to evaluate the cost of compliance with the SWPPP in determining the contract price. Contractor shall include all costs of compliance with specified requirements in the contract price.

Section 4. Contractor shall be responsible for implementing and complying with the provisions of Ca Green Code section 5.106.1, any Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required. Contractor shall provide copies of all reports and monitoring information to District.

Section 5. Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

Section 6. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officers, agents, and

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employees from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officers, agents, and employees may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the negligence or willful misconduct of District, its officers, agents or employees. District may seek damages from Contractor for delay in completing the Project caused by Contractor's failure to comply with Permit.

ARTICLE XLI
LEAD-SAFE SCHOOLS PROTECTION ACT

Section 1. **LEAD.** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240, et seq.) and other applicable law, Contractor shall not use lead-based paint, lead plumbing or solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization of any existing school facility

ARTICLE XLII
ARCHITECT'S STATUS

Section 1. Architect shall be District's representative during construction and until final payment is due. Architect shall observe the progress and quality of the work on behalf of District. Architect shall have the authority to act on behalf of District only to the extent expressly provided in the Construction Documents. Architect shall have authority to stop work whenever such stoppage may be necessary in Architect's reasonable opinion to insure the proper execution of the Construction Documents.

Section 2. Architect shall be, in the first instance, the judge of the performance of the work. Architect shall exercise authority under the Construction Documents to enforce Contractor's faithful performance. Architect shall ensure that the quality of the finished work is in accordance with the Construction Documents.

Section 3. Architect shall have all authority and responsibility established by law, including Title 24 of the California Code of Regulations. Architect has the authority to enforce compliance with the Construction Documents and Contractor shall promptly comply with instructions from Architect or an authorized representative of Architect.

Section 4. On all questions related to the quantities, the acceptability of material, equipment or workmanship, the execution, progress or sequence of work, the interpretation of plans, specifications or drawings, and the acceptable performance of Contractor, the decision of Architect shall govern and shall be precedent to any payment unless otherwise ordered by the Governing Board. The progress and completion of the work shall not be impaired or delayed by virtue of any question or dispute arising out of or related to the foregoing matters and the instructions of Architect relating thereto.

Section 5. General supervision and direction of the work by Architect shall in no way imply that Architect or his or her representatives have control over, charge of, or are responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in

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connection with the work, since these are solely Contractor's responsibility under the Construction Documents.

Section 6. Architect shall not be responsible for Contractor's, subcontractors', material or equipment suppliers', or any other person's schedules or failure to carry out the work in accordance with the Construction Documents. Architect shall not have control over or charge of acts or omissions of Contractor, subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the work. Contractor shall not be relieved of obligations to perform the work in accordance with the Construction Documents either by activities or duties of Architect in Architect's administration of the Construction Documents, or by tests, inspections, or approvals required or performed by persons other than Contractor.

ARTICLE XLIII
RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY DISTRICT FOR PROFESSIONAL SERVICES

Section 1. If at any time prior to the completion of the requirements under the Construction Documents, through no fault of its own, District is required to provide or secure additional professional services for any reason by any act of Contractor, Contractor shall be invoiced by District for any costs incurred for any such additional services, which costs shall be deducted from the contract price and progress payments. Such invoicing shall be independent from any other District remedies. If payments then or thereafter due to Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to District. Additional services shall include, but shall not be limited to, the following:

- (a) Services made necessary by the default of Contractor.
- (b) Services made necessary due to the defects or deficiencies in the work of Contractor.
- (c) Services required by failure of Contractor to perform according to any provision of the Construction Documents.
- (d) Services in connection with evaluating substitutions of products, materials, equipment, subcontractors proposed by Contractor, and making subsequent revisions to drawings, specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).
- (e) Services for evaluating and processing claims submitted by Contractor in connection with the work outside the established Change Order process.
- (f) Services required by the failure of Contractor to prosecute the work in a timely manner in compliance within the specified time of completion.
- (g) Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of work involved.

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(h) Services in conjunction with more than one (1) re-review of required submittals of shop drawings, product data, and samples.

ARTICLE XLIV
TRENCHES

Section 1. If required to complete the project, Contractor shall provide adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation which conform to applicable safety standards.

Section 2. If this Project involves the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall, in advance of excavation, submit to District, or to whomever District designates, a detailed plan showing the design or shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price named in this agreement for completion of the work as set forth in the Construction Documents. In no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by CAL OSHA and a CAL OSHA permit for such plan delivered to District. (Labor Code sections 6500 and 6705; Health and Safety Code section 17922.5).

Section 3. Pursuant to Labor Code section 6705, nothing in this Section 12.9 shall impose tort liability upon District or any of its employees.

Section 4. If this Project involves the digging of trenches or excavations that extend deeper than four (4) feet below the surface, the following shall apply:

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify District, in writing, of any:
 - (i) Material that 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.
 - (ii) Subsurface or latent physical conditions at the Site different from those indicated.
 - (iii) 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 agreement.

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Section 5. 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 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 the Construction Documents.

Section 6. In the event a dispute arises between District and Contractor, whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Construction Documents, but shall proceed with all the work to be performed under the Construction Documents. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. (Public Contract Code section 7104.)

ARTICLE XLV
REGIONAL NOTIFICATION CENTER

Section 1. Except in an emergency, Contractor shall contact the appropriate regional notification center at least two working days prior to commencing any Excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by Contractor.

Section 2. For the purposes of this section 57, "emergency" shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage (Government Code section 4216).

ARTICLE XLVI
STATE AUDIT

Section 1. Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of District, Contractor, or any subcontractor connected with the performance of this agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the costs of administration of this agreement, shall be subject to the examination and audit of the State Auditor at the request of District or as part of any audit of District for a period of three (3) years after final payment is made under this agreement.

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ARTICLE XLVII
DVBE REQUIREMENTS

Section 1. In accordance with Education Code section 17076.11 the District has a DVBE participation goal of three (3%) per year of the overall dollar amount of state funds allocated to the District. Contractor shall make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Contractor is encouraged to retain documentation of its good faith efforts in the event such documentation is requested by District. Good faith efforts are demonstrated by evidence of the following: (i) Contact was made with the District regarding the identification of DVBEs; (ii) Contact was made with other state agencies and with local DVBE organizations to identify DVBEs; (iii) Advertising was published in trade papers and papers focusing on DVBEs; (iii) Invitations to bid were submitted to potential DVBE contractors; and (iv) Available DVBEs were considered.

Section 2. Contractor shall certify that a good faith effort was made to include DVBE contractors and suppliers in the Project. Prior to and as a condition for final payment on the Project, Contractor shall provide appropriate documentation to the District so that the District can assess its success at meeting the DVBE participation goal.

ARTICLE XLVIII
CLAIM REQUIREMENTS

Section 1. Claims in Excess of \$375,000. For all claims in excess of Three Hundred Seventy-Five Thousand Dollars (\$375,000), Contractor shall give written notice of claim to the District Representative within thirty (30) days of the date of the District Representative's estimate of sums due, stating in detail all grounds alleged by Contractor to justify an adjustment to the District Representative's estimate. Thereafter, Contractor must comply with the requirements of the California Government Code regarding claims against public entities (Government Code sections 900 and following).

Contractor's notice of claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 23.03 hereof. Failure to include these required certifications will constitute grounds for immediate rejection of the claim and shall be deemed a waiver and absolute bar of the claim, including any right to pursue the claim further. Failure to comply with these notices and/or time requirements shall constitute a waiver of the claim and an absolute bar against further pursuing the claim.

Section 2. Claims of \$375,000 or Less. All claims under this agreement of Three Hundred Seventy-Five Thousand Dollars (\$375,000) or less shall be resolved in accordance with Section 20104 et seq. of the Public Contract Code, except that the claim must be submitted no later than thirty (30) days of the date of the District Representative's estimate of sums due. Contractor's claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 23.03 hereof. Failure to include these required certifications will constitute grounds for immediate rejection of the claim and shall be deemed a waiver and absolute bar of the claim, including any right to pursue the claim further.

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Failure to comply with the time requirements set forth above shall constitute a waiver of the claim and an absolute bar against further pursuing the claim.

Pursuant to Public Contract Code sections 20104-20104.8, in addition to the notice and claim provisions set forth throughout the Contract Documents, the following terms and conditions shall apply.

Section 3. § 20104. Application of article; inclusion of article in plans and specifications.

(a) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(b) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(c) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(d) "Claim" means a separate demand by Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(e) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(f) This article applies only to contracts entered into on or after January 1, 1991.

Section 4. § 20104.2. Claims; requirements; tort claims not covered by this article.

(a) For any claim subject to this article, the following requirements apply.

(b) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(c) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or 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 local agency may have against the claimant.

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(d) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(e) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(f) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or 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 local agency may have against the claimant.

(g) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(h) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(i) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(j) Following the meet and confer conference, if the claim or any portion remains in dispute, 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 running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(k) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by 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.

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Section 5. § 20104.4 Civil actions; mediation and arbitration; qualifications and expenses of mediators and arbitrators; trial de novo; witnesses.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) 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 for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to a 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.

(b) If the matter 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 of 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.

(c) 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 of pay not to exceed their customary rate, and 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 these fees or expenses be paid by state or county funds.

(d) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial de novo.

(e) The court may, upon request by any party, order any witnesses to participate in mediation or arbitration process.

Section 6. § 20104.6. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

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(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Section 7. Claim Certification. The claim certification required by this Section 23.04 shall provide as follows:

CLAIM CERTIFICATION

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650, et seq., I certify that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company are accurate and complete to the best of my knowledge and belief; that submission of the claim to District does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of the claimant.

Dated: 5-11-15

Corporate Seal

Company Escheman Construction

Print Name Jim Escheman

Signature 

Title Owner

**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: AMACE
 Certificated, Classified, Other: Classified & Certificated

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 26, 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.)	\$ 6,319,497	\$ -	\$ 67,038	
		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.	\$ 1,011,847	\$ -	\$ 10,513	
			0.00%	
4 Health/Welfare Benefits	\$ 573,570	\$ -		
		0.00%	0.00%	
5 Total Compensation - Add Items 1 through 4 to equal 5	\$ 7,904,914	\$ -	\$ 77,551	
		0.00%		
6 Step and Column - Due to movement plus any changes due to settlement. This is a subset of Line No. 1.	\$ -	\$ -	\$ 3,843	
7 Total Number of Represented Employees (Use FTEs if appropriate)	60.00	0.00	60.00	
8 Total Compensation - Average Cost per Employee	\$ 131,749	\$ -	\$ 1,293	
		0.00%	0.98%	

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 AMACE 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 \$907.42 per month for each full-time AMACE 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.

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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

Bargaining Unit:

AMACE

	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	\$ -	\$ 1,033,024	\$ 29,337,959
Classified Salaries (2000-2999)	\$ 10,199,285	\$ -	\$ 503,735	\$ 10,703,020
Employee Benefits (3000-3999)	\$ 12,609,183	\$ -	\$ 165,619	\$ 12,774,802
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	\$ -	\$ 1,702,378	\$ 63,545,312
OPERATING SURPLUS (DEFICIT)	\$ 10,319,070	\$ -	\$ (1,702,378)	\$ 8,616,692
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	\$ -	\$ (1,702,378)	\$ (435,886)
BEGINNING FUND BALANCE	\$ 9,735,747			\$ 9,735,747
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
ENDING FUND BALANCE	\$ 11,002,239	\$ -	\$ (1,702,378)	\$ 9,299,861
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	\$ -	\$ (1,755,846)	\$ 4,487,554

* Please see question #5 on page 7.

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H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

AMACE

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.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund AMACE

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	\$ -	\$ 1,220,857	\$ 36,133,787
Classified Salaries (2000-2999)	\$ 14,669,893	\$ -	\$ 503,735	\$ 15,173,628
Employee Benefits (3000-3999)	\$ 16,086,390	\$ -	\$ 191,521	\$ 16,277,911
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	\$ -	\$ 1,916,113	\$ 87,502,829
OPERATING SURPLUS (DEFICIT)	\$ 193,575	\$ -	\$ (1,916,113)	\$ (1,722,538)
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)	\$ *	\$ (1,916,113)	\$ (2,555,744)
BEGINNING FUND BALANCE	\$ 13,210,849			\$ 13,210,849
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
ENDING FUND BALANCE	\$ 12,571,218	\$ -	\$ (1,916,113)	\$ 10,655,105
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	\$ -	\$ (1,755,846)	\$ 4,487,554
Unappropriated Amount - Restricted (9790)	\$ 1,568,979	\$ -	\$ (213,735)	\$ 1,355,244
Reserve for Economic Uncertainties Percentage	10.22%			8.08%

* Please see question #5 on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Bargaining Unit:

AMACE

	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)	\$ 36,133,787	\$ 37,136,776	\$ 37,879,512
Classified Salaries (2000-2999)	\$ 15,173,628	\$ 15,633,865	\$ 15,946,542
Employee Benefits (3000-3999)	\$ 16,277,911	\$ 16,804,418	\$ 17,140,506
Books and Supplies (4000-4999)	\$ 8,295,979	\$ 5,530,559	\$ 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	\$ 87,502,829	\$ 85,894,692	\$ 87,647,749
OPERATING SURPLUS (DEFICIT)	\$ (1,722,538)	\$ 4,505,705	\$ 3,438,150
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	\$ (2,555,744)	\$ 3,685,705	\$ 2,618,150
BEGINNING FUND BALANCE	\$ 13,210,849	\$ 10,655,105	\$ 14,340,810
ENDING FUND BALANCE	\$ 10,655,105	\$ 14,340,810	\$ 16,958,960
COMPONENTS OF ENDING BALANCE:			
Reserved Amounts (9711-9740)	\$ 455,000	\$ 455,000	\$ 455,000
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 2,646,468	\$ 2,601,441	\$ 2,654,032
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts (9775-9780)	\$ 1,710,839	\$ -	\$ -
Unappropriated Amounts - Unrestricted (9790)	\$ 4,487,554	\$ 11,284,370	\$ 13,849,928
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)	\$ 88,336,035	\$ 86,714,692	\$ 88,467,749
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	\$ 2,650,081	\$ 2,601,441	\$ 2,654,032

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 2,646,468	\$ 2,601,441	\$ 2,654,032
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ 4,487,554	\$ 11,284,370	\$ 13,849,928
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	\$ 7,134,022	\$ 13,885,810	\$ 16,503,960
h.	Reserve for Economic Uncertainties Percentage	8.08%	16.01%	18.66%

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

Current FY 2014-15

Yes

☒

No

☐

First Subsequent FY 2015-16

Yes

☒

No

☐

Second Subsequent FY 2016-17

Yes

☒

No

☐

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

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5. Total

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

No Variance

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

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 immateria; thus, not quantified.

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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 AMACE, 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:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	\$
Expenditures/Other Financing Uses	\$ 0
Ending Fund Balance Increase (Decrease)	\$ 0

Subsequent Years

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	\$ 0
Expenditures/Other Financing Uses	\$ 77,551
Ending Fund Balance Increase (Decrease)	\$ (77,551)

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

Ray Todd
District Superintendent
(Signature)

5-15-15
Date

☒ I hereby certify ☐ I am unable to certify

Jennifer Pangelin
Chief Business Official
(Signature)

5-15-15
Date

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

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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)

5/26/15

Date

Contact Person

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on May 26, 2015 took action to approve the proposed Agreement with AMACE.

President (or Clerk), Governing Board
(Signature)

5-26-15

Date

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

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AGREEMENT
Between the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
And the
ASSOCIATION OF MANAGEMENT AND CONFIDENTIAL EMPLOYEES
For the
2014-2015 and 2015-2016 SCHOOL YEARS

The Marysville Joint Unified School District ("District") and the Association of Management and Confidential Employees ("AMACE") have reached an agreement ("Agreement") on May 14, 2015, for a two (2)-year economic proposal. The Agreement outlines the economic provision(s) below as a total compensation package. This Agreement supersedes all other TA's entered into by the parties, during the 2014-15 school year.

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 AMACE, shall be increased by four percent (4.0%) for the 2014-2015 school year. This settles all salary proposals and closes out negotiations for the current school year.
- ❖ The newly-revised 2014-2015 AMACE salary schedules shall be increased by an additional five point zero percent (5.0%) beginning July 1, 2015. This provision closes out negotiations and settles all proposals for the 2015-16 school year.

Work Year:

All AMACE employees, not already working two hundred sixty (260) days per year, shall work one (1) additional day in each of the 2015-16 and 2016-17 school years.

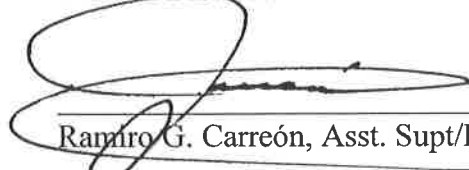
For AMACE:


Eric Preston, AMACE Co-President

5/14/15

Date

For the District:


Ramiro G. Carreón, Asst. Supt/Personnel

5/14/2015

Date

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

Name of School District: Marysville Joint Unified School District
 Name of Bargaining Unit: CSEA #326
 Certificated, Classified, Other: 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 26, 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.)	\$ 3,268,555	\$ -	\$ 34,673	
		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.	\$ 739,053	\$ -	\$ 8,221	
			0.00%	
4 Health/Welfare Benefits	\$ 132,481	\$ -		
		0.00%	0.00%	
5 Total Compensation - Add Items 1 through 4 to equal 5	\$ 4,140,089	\$ -	\$ 42,894	
		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.	\$ -	\$ -	\$ 1,987	
7 Total Number of Represented Employees (Use FTEs if appropriate)	218.00	0.00	218.00	
8 Total Compensation - Average Cost per Employee	\$ 18,991	\$ -	\$ 197	
		0.00%	1.04%	

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

The District agrees to pay CSEA #326 members a salary increase of 1% 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 the one of the following for each CSEA #326 member: \$728 per month for Employee Only, \$1,174 per month for Employee + 1 or \$1,475 per month for Employee + Family for Health & Welfare

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

N/A

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

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	\$ -	\$ 1,033,024	\$ 29,337,959
Classified Salaries (2000-2999)	\$ 10,199,285	\$ -	\$ 503,735	\$ 10,703,020
Employee Benefits (3000-3999)	\$ 12,609,183	\$ -	\$ 165,619	\$ 12,774,802
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	\$ -	\$ 1,702,378	\$ 63,545,312
OPERATING SURPLUS (DEFICIT)	\$ 10,319,070	\$ -	\$ (1,702,378)	\$ 8,616,692
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	\$ -	\$ (1,702,378)	\$ (435,886)
BEGINNING FUND BALANCE	\$ 9,735,747			\$ 9,735,747
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
ENDING FUND BALANCE	\$ 11,002,239	\$ -	\$ (1,702,378)	\$ 9,299,861
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	\$ -	\$ (1,755,846)	\$ 4,487,554

* Please see question #5 on page 7.

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H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

CSEA #326

Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 12-09-14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
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.

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H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund CSEA #326

Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 12-09-14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
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	\$ -	\$ 1,220,857	\$ 36,133,787
Classified Salaries (2000-2999)	\$ 14,669,893	\$ -	\$ 503,735	\$ 15,173,628
Employee Benefits (3000-3999)	\$ 16,086,390	\$ -	\$ 191,521	\$ 16,277,911
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	\$ -	\$ 1,916,113	\$ 87,502,829
OPERATING SURPLUS (DEFICIT)	\$ 193,575	\$ -	\$ (1,916,113)	\$ (1,722,538)
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)	\$ -	\$ (1,916,113)	\$ (2,555,744)
BEGINNING FUND BALANCE	\$ 13,210,849			\$ 13,210,849
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
ENDING FUND BALANCE	\$ 12,571,218	\$ -	\$ (1,916,113)	\$ 10,655,105
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	\$ -	\$ (1,755,846)	\$ 4,487,554
Unappropriated Amount - Restricted (9790)	\$ 1,568,979	\$ -	\$ (213,735)	\$ 1,355,244
Reserve for Economic Uncertainties Percentage	10.22%			8.08%

* Please see question #5 on page 7.

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I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Bargaining Unit:

CSEA #326

	FY 2014-15	FY 2015-16	FY 2016-17
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
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)	\$ 36,133,787	\$ 37,136,776	\$ 37,879,512
Classified Salaries (2000-2999)	\$ 15,173,628	\$ 15,633,865	\$ 15,946,542
Employee Benefits (3000-3999)	\$ 16,277,911	\$ 16,804,418	\$ 17,140,506
Books and Supplies (4000-4999)	\$ 8,295,979	\$ 5,530,559	\$ 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	\$ 87,502,829	\$ 85,894,692	\$ 87,647,749
OPERATING SURPLUS (DEFICIT)	\$ (1,722,538)	\$ 4,505,705	\$ 3,438,150
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	\$ (2,555,744)	\$ 3,685,705	\$ 2,618,150
BEGINNING FUND BALANCE	\$ 13,210,849	\$ 10,655,105	\$ 14,340,810
ENDING FUND BALANCE	\$ 10,655,105	\$ 14,340,810	\$ 16,958,960
COMPONENTS OF ENDING BALANCE:			
Reserved Amounts (9711-9740)	\$ 455,000	\$ 455,000	\$ 455,000
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 2,646,468	\$ 2,601,441	\$ 2,654,032
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts (9775-9780)	\$ 1,710,839	\$ -	\$ -
Unappropriated Amounts - Unrestricted (9790)	\$ 4,487,554	\$ 11,284,369	\$ 13,849,928
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)	\$ 88,336,035	\$ 86,714,692	\$ 88,467,749
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	\$ 2,650,081	\$ 2,601,441	\$ 2,654,032

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 2,646,468	\$ 2,601,441	\$ 2,654,032
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ 4,487,554	\$ 11,284,369	\$ 13,849,928
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	\$ 7,134,022	\$ 13,885,810	\$ 16,503,960
h.	Reserve for Economic Uncertainties Percentage	8.08%	16.01%	18.66%

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

Current FY 2014-15

Yes

☒

No

☐

First Subsequent FY 2015-16

Yes

☒

No

☐

Second Subsequent FY 2016-17

Yes

☒

No

☐

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

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5. Total

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

No Variance

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

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 #326 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:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	\$
Expenditures/Other Financing Uses	\$ 0
Ending Fund Balance Increase (Decrease)	\$ 0

Subsequent Years

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	\$ 0
Expenditures/Other Financing Uses	\$ 42,894
Ending Fund Balance Increase (Decrease)	\$ (42,894)

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

Ray Todd
District Superintendent
(Signature)

5-15-15
Date

☒ I hereby certify ☐ I am unable to certify

Jennifer Passaglia
Chief Business Official
(Signature)

5-15-15
Date

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

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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)

5/26/15

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 26, 2015 took action to approve the proposed Agreement with CSEA #326.

President (or Clerk), Governing Board
(Signature)

5-26-15

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 #326
For the
2014-2015 SCHOOL YEAR

The Marysville Joint Unified School District ("District") and the California School Employees Association Chapter #326 ("CSEA#326") 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#326, 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:

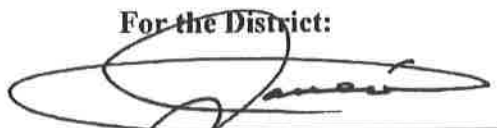
- ❖ The 2015-16 and 2016-17 employee work year calendars shall reflect one (1) additional workday for each of the classifications represented by CSEA#326. An additional workday may be added for preschool staff, as requested by preschool teachers. The purpose of this day may be determined by management in collaboration with the staff.

For CSEA#326:


Rhonda Conine, Chapter President

4/20/2015
Date

For the District:


Ramiro G. Carreón, Asst. Supt

04/20/2015
Date