



Child Development Program
Marysville Joint Unified School District
Board Presentation
December 2014

The 2014-2015 school year has proven to be yet again another monumental year for our Child Development Program as we celebrate the opening of our brand new Ella Preschool Classroom and renovated play yard. This project of course could not have been accomplished without the continued support from our District leaders and Facilities Department and for that our preschool students, their parents and I are truly grateful.

This has been another year of focus for the child development staff as we continue to prioritize the importance of 'quality' in our child development program. We believe that children are the building blocks of our future, and we are committed to providing education and socialization in a safe and healthy learning environment, conducive to the development and growth of young children.

Our most significant highlight this year has been the extraordinary commitment of our staff to participate in ongoing quality staff development and training opportunities. While continuing to incorporate the extensive strategies to support literacy, language development and mathematics in our classrooms, we are also ensuring that we have the highest of quality learning environments in all of our classrooms.

This has also been our second year of extensively working with the Youth Development Network during interactive sessions around the topic of Group Dynamics and Strengths. Both individually and collectively we continue to gain a better understand of our individual talents and strengths and how they contribute to building a well rounded team and strengthening our organization.

In addition, each staff member has created their own Mission statements that are framed and mounted in our classrooms illustrating to our stakeholders the unique contributions and commitment we bring to our Child Development Program.

Celebrations this year also include successfully receiving grants from the Bring Me A Book Foundation to offer a book bag program for approximately 280 of our preschool students, First 5 Yuba to create "Back to Nature" outdoor learning environment at Linda and Covillaud Preschools, and the MJUSD Education Foundation to enhance our outdoor play environment at Kynoch Preschool.

Focusing on family literacy and language development continues to be a significant goal at our First Five Yuba School Readiness sites. At Cedar Lane Preschool, Linda Preschool and Ella Preschool we offer the Raising A Reader Program to approximately 175 children and approximately 30 "core" families with children 0-3 years of age. Our Outreach Specialists host monthly parent meetings, bringing in a multitude of community resources so that we can work together meeting the needs of families. In addition, our School Readiness project sponsors weekly workshops for our families with children ages 0 -3 years allowing us to start building on school readiness skills at the earliest of ages and provides health screenings for all of our students in collaboration with Peach Tree Clinic.

The doors to our child development classrooms are always open and we invite you to visit anytime!

The County of Yuba

CLERK RECORDER – REGISTRAR OF VOTERS

915 8th Street, Suite 107
Marysville, CA 95901-5273

- Elections (530) 749-7855
- Clerk (530) 749-7851
- Recorder (530) 749-7850
- Fax (530) 749-7854



Ms. Terry A. Hansen

November 17, 2014

MJUSD SUPT OFFICE
NOV 18 2014
RECEIVED/mj

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

Dear Governing Board:

Enclosed for your action is the November 4, 2014 General Election certified Statement of Vote for the office of Marysville Joint Unified School District Governing Board Member, Trustee Area 3.

An official *Certificate of Election & Oath of Office* is enclosed for Randy Rasmussen. Following the administration of Mr. Rasmussen's oath, please return the original certificate to our office. Please retain a copy for your records. A ceremonial *Certificate of Election & Oath of Office* has been sent directly to Mr. Rasmussen for his records.

An invoice for election services provided to the district will follow shortly.

Sincerely,

Terry A. Hansen
Yuba County Registrar of Voters

2

The County of Yuba

CLERK RECORDER – REGISTRAR OF VOTERS

915 8th Street, Suite 107
Marysville, CA 95901-5273

• Elections (530) 749-7855
• Recorder (530) 749-7850

• Clerk (530) 749-7851
• Fax (530) 749-7854



Ms. Terry A. Hansen

CERTIFICATION OF COUNTY CLERK/REGISTRAR OF VOTERS TO THE RESULTS OF THE CANVASS OF THE NOVEMBER 4, 2014 GENERAL ELECTION

STATE OF CALIFORNIA }
COUNTY OF YUBA } ss.

I, Terry A. Hansen, County Clerk / Registrar of Voters of said county, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said County on November 4, 2014 for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast to which this certificate is attached, is full, true and correct.

I hereby set my hand and official seal this 14th day of November 2014 at the County of Yuba.



Terry A. Hansen
Terry A. Hansen, Registrar of Voters
County of Yuba, State of California

3

YUBA COUNTY Statement of Vote
YUB_20141104_E

| NON-PARTISAN MARYSVILLE JOINT UNIF SCH DIST GOV BRD MBR 3 | | | | | | | | | | | | | | | |
|---|--------------|--------------|-------------|--|-----------------|------------------|--|--|--|--|--|--|--|--|--|
| 100027 | Registration | Ballots Cast | Turnout (%) | | RANDY RASMUSSEN | PHILIP R. MILLER | | | | | | | | | |
| FRC C - 1005 | 352 | 41 | 11.65 | | 16 | 4 | | | | | | | | | |
| FRC C - Vote by Mail | 352 | 80 | 22.73 | | 35 | 11 | | | | | | | | | |
| Edgewater B - 1007 | 801 | 133 | 16.60 | | 22 | 6 | | | | | | | | | |
| Edgewater B - Vote by Mail | 801 | 230 | 28.71 | | 85 | 35 | | | | | | | | | |
| OPUD - 3001 | 705 | 112 | 15.89 | | 68 | 28 | | | | | | | | | |
| OPUD - Vote by Mail | 705 | 110 | 15.60 | | 67 | 34 | | | | | | | | | |
| Olivehurst Com Ctr - 3002 | 639 | 93 | 14.55 | | 30 | 14 | | | | | | | | | |
| Olivehurst Com Ctr - Vote by Mail | 639 | 105 | 16.43 | | 31 | 11 | | | | | | | | | |
| Johnson Park Schl - 3003 | 774 | 139 | 17.96 | | 93 | 30 | | | | | | | | | |
| Johnson Park Schl - Vote by Mail | 774 | 190 | 24.55 | | 130 | 47 | | | | | | | | | |
| Airport - 3004 | 821 | 115 | 14.01 | | 69 | 31 | | | | | | | | | |
| Airport - Vote by Mail | 821 | 154 | 18.76 | | 91 | 45 | | | | | | | | | |
| Dan Ave A - 3005 | 889 | 121 | 13.61 | | 79 | 24 | | | | | | | | | |
| Dan Ave A - Vote by Mail | 889 | 221 | 24.86 | | 138 | 52 | | | | | | | | | |
| Dan Ave B - 3006 | 345 | 49 | 14.20 | | 11 | 2 | | | | | | | | | |
| Dan Ave B - Vote by Mail | 345 | 108 | 31.30 | | 24 | 4 | | | | | | | | | |
| Arboga Schl - 3008 | 466 | 67 | 14.38 | | 46 | 14 | | | | | | | | | |
| Arboga Schl - Vote by Mail | 466 | 128 | 27.47 | | 86 | 29 | | | | | | | | | |
| RDO Schl B - 4003 | 725 | 81 | 11.17 | | 58 | 16 | | | | | | | | | |
| RDO Schl B - Vote by Mail | 725 | 252 | 34.76 | | 180 | 42 | | | | | | | | | |
| Wheatland C - 4008 | 717 | 150 | 20.92 | | 0 | 0 | | | | | | | | | |
| Wheatland C - Vote by Mail | 717 | 235 | 32.78 | | 0 | 0 | | | | | | | | | |
| Bible Baptist - 5012 | 588 | 102 | 17.35 | | 66 | 24 | | | | | | | | | |
| Bible Baptist - Vote by Mail | 588 | 188 | 31.97 | | 97 | 45 | | | | | | | | | |
| Precinct Totals | 7822 | 1203 | 15.38 | | 558 | 193 | | | | | | | | | |
| Vote by Mail Totals | 7822 | 2001 | 25.58 | | 964 | 355 | | | | | | | | | |
| Grand Totals | 7822 | 3204 | 40.96 | | 1522 | 548 | | | | | | | | | |
| 3RD CONGRESSIONAL | 7822 | 3204 | 40.96 | | 1522 | 548 | | | | | | | | | |
| 4TH SENATE | 7822 | 3204 | 40.96 | | 1522 | 548 | | | | | | | | | |
| 3RD ASSEMBLY | 7822 | 3204 | 40.96 | | 1522 | 548 | | | | | | | | | |
| 1ST EQUALIZATION | 7822 | 3204 | 40.96 | | 1522 | 548 | | | | | | | | | |
| SUPERVISOR - 1ST | 1153 | 484 | 41.98 | | 158 | 56 | | | | | | | | | |
| SUPERVISOR - 3RD | 4639 | 1712 | 36.90 | | 963 | 365 | | | | | | | | | |
| SUPERVISOR - 4TH | 1442 | 718 | 49.79 | | 238 | 59 | | | | | | | | | |
| SUPERVISOR - 5TH | 588 | 290 | 49.32 | | 163 | 69 | | | | | | | | | |
| YUBA COUNTY | 7822 | 3204 | 40.96 | | 1522 | 548 | | | | | | | | | |
| UNINCORPORATED | 7822 | 3204 | 40.96 | | 1522 | 548 | | | | | | | | | |

CERTIFICATE OF ELECTION
OF
BOARD PRESIDENT, DISTRICT CLERK & BOARD REPRESENTATIVE

It is hereby certified that at the Annual Organizational Meeting of the Governing Board of the Marysville District, held *between December 5 – December 19, 2014*, the following officers and representatives were elected:

PRESIDENT: _____

Address: _____

CLERK OR
SECRETARY: _____

Address: _____

BOARD
REPRESENTATIVES: _____

Address: _____

BOARD
REPRESENTATIVES: _____

Address: _____

BOARD
REPRESENTATIVES: _____

Address: _____

REGULAR MEETING
DATES AND TIMES: 2nd & 4th Tuesdays each month at 5:30 p.m.

SUBMITTED BY: _____ TITLE: Superintendent

Gay Todd

INSTRUCTIONS: *Please complete and forward this certificate to the County Superintendent of Schools immediately following your Annual Organizational Meeting which must be held between December 5 – December 19, 2014.*

Return to: Maggie Nicoletti
Yuba County Office of Education
935 14th Street
Marysville, CA 95901
(530)749-4854

5

BOARD MEETING DATES

2015

2nd and 4th Tuesdays

~~1/13/15~~ (canceled)

1/27/15

2/10/15

2/24/15

3/10/15

3/24/15

~~4/14/15~~ (canceled)

4/28/15

5/12/15

5/26/15

~~6/9/15~~ (canceled)

6/23/15

~~7/14/15~~ (canceled)

7/28/15

8/11/15

8/25/15

9/8/15

9/22/15

10/13/15

10/27/15

~~11/10/15~~ (canceled)

11/17/15

~~11/24/15~~ (canceled)

12/8/15

~~12/22/15~~ (canceled)

[All meetings start at 5:30 p.m. and are held in the District Board Room unless otherwise specified.]

OFFICE OF THE SUPERINTENDENT OF SCHOOLS
YUBA COUNTY
SCHOOL BOARD AUTHORIZATION FORM

TO: MEMBERS OF SCHOOL BOARDS OF TRUSTEES
YUBA COUNTY SCHOOLS DISTRICTS

Education Code §42632 and 42633 (§85232 & 85233 for Yuba College only) sets out the requirements for the filing with the County Superintendent of Schools the verified signature of each person, including members of the Board authorized to sign orders for the Board.

I hereby request that you fulfill the provisions of the above referenced code sections by completing the following:

1. We, members of Marysville School Board of Trustees hereby authorize Gay Todd to sign orders drawn on the funds of the School District.
2. Verified signatures and occupation of Governing Board Members of Marysville School District.

If you wish to authorize the clerk or secretary of the Board or an employee to sign all warrants and orders in the name of the Board, then have them sign below, and members of the Board approving this action please sign on the line provided.

Signature of person authorized to sign warrants: _____ Gay Todd
Signatures below are the verified signatures of the members of the Board of Trustees for calendar year 2015.

- | | |
|-----------------------------------|------------------------------|
| 1. _____ President's Signature | _____ Occupation/Business |
| 2. _____ Clerk's Signature | _____ Occupation/Business |
| 3. _____ Member | _____ Occupation/Business |
| 4. _____ Member | _____ Occupation/Business |
| 5. _____ Member | _____ Occupation/Business |
| 6. _____ Member | _____ Occupation/Business |
| 7. _____ Member | _____ Occupation/Business |

Please retain one copy for your files and return original to Maggie Nicoletti, Yuba County Office of Education, 935 14th Street, Marysville, CA 95901.



State of California
Secretary of State

STATEMENT OF FACTS
ROSTER OF PUBLIC AGENCIES FILING
(Government Code section 53051)

(Office Use Only)

Instructions:

1. Complete and mail to: Secretary of State,
P.O. Box 942877, Sacramento, CA 94277-0001 (916) 653-3984
2. A street address must be given as the official mailing address or as
the address of the presiding officer.
3. Complete addresses as required.
4. If you need additional space, attach information on an 8½" X 11" page, one sided and legible.

New Filing ☐ Update ☒

Legal name of Public Agency: Marysville Joint Unified School District

Nature of Update: Election of new officers

County: Yuba

Official Mailing Address: 1919 B Street, Marysville, CA 95901

Name and Address of each member of the governing board:

Chairman, President or other Presiding Officer (Indicate Title): President

Name: _____ Address: _____

Secretary or Clerk (Indicate Title): Clerk

Name: _____ Address: _____

Members:

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

RETURN ACKNOWLEDGMENT TO: (Type or Print)

12/9/14

Date

NAME

MJUSD

ADDRESS

Attention: Lisa Mejia
1919 B Street
Marysville, CA 95901

CITY/STATE/ZIP

Signature

Lisa Mejia, Executive Assistant
Typed Name and Title



AGREEMENT

THIS AGREEMENT ("Agreement") is by and between NCS Pearson, Inc., a Minnesota corporation, having offices located at 3075 W Ray Road, Suite 200, Chandler, AZ 85226 ("Pearson"), and the school, school district or other entity executing this Agreement below ("Customer").

WHEREAS, Pearson desires to provide to Customer, and Customer desires to obtain from Pearson, certain Pearson products and/or services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Pearson shall make available the Pearson products and/or services set forth on the attached proposal. All products and services are provided to Customer pursuant to Pearson's standard terms and conditions as set forth in the proposal.
2. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which all together shall be deemed to constitute one and the same instrument. Transmission and receipt of this Agreement via facsimile or other electronic means shall be treated as original signatures for all purposes hereof and shall have the same legal effect as receipt of the original executed document by mail or any other acceptable means of delivery.

IN WITNESS WHEREOF, Pearson and Customer have caused this Agreement to be executed by their duly authorized representatives as of the date of the last signature below.

CUSTOMER:

Customer Name: Marysville Joint Unified SD

Signature: _____

Name: Ryan DiGiulio

Title: Assistant Superintendent of Business Services

Date: _____

Customer Address:

Address: _____

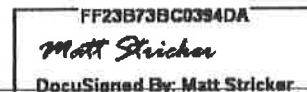
NCS PEARSON, INC.

Signature: _____

Name: Matt Stricker

Title: Vice President – Finance

Date: November 21, 2014



Sheltered Instruction Observation Protocol Model



Pearson

Lisa Larsgaard
925-285-1991
Lisa.Larsgaard@Pearson.com

Executive Summary

Pearson is committed to helping all schools and students, including English Language Learners (ELLs), engage in and meet the rigor of the Common Core State Standards (CCSS), College and Career Readiness (CCR) standards, as well as align with English Language Development (ELD) standards. Our professional learning opportunities address content areas, strategies, and techniques. Across a continuum of support, our customized tools, range of solutions, and levels of service help schools and districts choose the intensity and focus that best match their needs.

The Sheltered Instruction Observation Protocol (SIOP®) Model is a scientifically validated framework for improving the academic achievement of ELLs. Developed by Dr. Jana Echevarría, Dr. MaryEllen Vogt, and Dr. Deborah Short, the SIOP Model helps more than 450,000 educators in US schools teach both content knowledge and language skills in ways that are proven to be more effective for ELLs.

Pearson SIOP Consultants

The SIOP Model professional development uses certified SIOP trainers to help educators learn the SIOP Model, implement the model in their classrooms, build capacity throughout the complex, and improve academic results for ELLs. Districts across the US prefer using Pearson as their only partner in providing SIOP professional development services for the following reasons:

- Our professional development is the only SIOP author-approved training
- We are the exclusive publisher of all SIOP books and the SIOP series
- The SIOP authors review and contribute to our trainings, materials, and development
- Our professional development has various offerings that build towards the overall goal of maintaining fidelity to the SIOP Model and building internal capacity
- We have highly trained staff to deliver staff development
- Several of our consultants have co-presented with the authors at National SIOP Institutes
- Our SIOP manager, an original author-certified SIOP National Faculty, oversees the training, monitoring, and support for all of our educational consultants
- Our last published customer satisfaction ratings for our SIOP professional development rated our consultants 4.7 on a 5-point scale in overall customer satisfaction

Adult-Learner Research

Additionally, Pearson courses rest in a reputable base of adult learner research (Branford, et al, 2000). These themes are reflected throughout the design of Pearson's professional development. They inform both the content of the professional development and the practices used within the professional development activity.







Sheltered Instruction Observation Protocol

Today's administrators and teachers are facing ever-increasing accountability demands. The need for a learning solution that addresses the abilities, learning styles, cultural diversity, and language barriers for all learners, but especially for ELLs, has become essential in classrooms nationwide as we prepare all students to be college and career-ready. Often what is missing is a plan that pulls together sound practices to meet the specific needs of ELLs (Goldenberg, 2004) while improving academic achievement for all students.

The SIOP Model addresses this issue with an instructional framework to assist all students that improves language skills while teaching grade-level content. As a framework, SIOP organizes teaching methods and techniques that have been shown to be effective across grade levels and subject areas. The SIOP Model (Echevarría, Vogt, & Short, 2004) was developed to provide teachers of ELLs with a well-articulated, practical model of sheltered instruction with a clear focus on differentiated instruction.

Meet our ELL Experts

Pearson works with more than 1,000 authors and researchers to bring you practical, evidence-based professional development programs and resources. Our close association with key authors and architects of teaching approaches for ELLs verifies that the spirit and pedagogical approach of the initiative is embodied in our educational materials, assessments, and professional development. Some of the ELL experts we work with include the following:

| ELL Experts | | | |
|---|---|---|--|
|  |  |  |  |
| Jim Cummins ELL Consultant | Maryellen Vogt SIOP Author | Jana Echevarria SIOP Author | Deborah J. Short SIOP Author |

Research and Validity

SIOP is a research-based observation instrument that has been shown to be a valid and reliable measure of sheltered instruction (Guarino et al., 2001). SIOP is also used as a model for lesson planning and implementation of high-quality sheltered instruction. All features of the SIOP Model are aligned with current research on instruction for ELLs.

In a study examining the effects of the SIOP Model on student achievement, students whose teachers implemented the SIOP Model to a high degree in middle school classes outperformed those students in sheltered classes whose teachers were unfamiliar with the model. For more information on this study, please refer to this paper: [SIOP Institute](#).

12

A list of SIOP research references is available at the following link: [SIOP Research References](#)

The SIOP Model

The SIOP Model is viewed as an umbrella under which instructional programs and methods adopted for instruction can reside. The SIOP Model framework brings content area instructional materials, methods, strategies, and techniques into an effective practice to meet the needs of ELLs and all students.

The SIOP Model has eight components and 30 features. Using these components and features, teachers and other instructional staff will observe other professionals and assess the level of sheltered instruction provided during the class lesson. The observation information gathered will be used to rate the implementation of sheltered instruction practices and to refine the teachers' use of the components and features to improve the planning and delivery of classroom lessons.

The SIOP Model helps teachers prepare an appropriate lesson plan using instructional programs, materials, and standards across the content areas that shelter and expand instruction to better meet the needs of ELLs in their classrooms. The following figure provides the features for each of the eight components.

| Component | Features |
|----------------------|--|
| Lesson Preparation | <ul style="list-style-type: none"> Clearly defined content objectives for students Clearly defined language objectives for students Content concepts appropriate for age and educational background level of students Supplemental materials used to a high degree, making the lesson clear Adaptation of content for all levels of student proficiency Meaningful activities that integrate lessons |
| Building Background | <ul style="list-style-type: none"> Concepts linked to student's background Concepts linked to past learning Key vocabulary emphasized |
| Comprehensible Input | <ul style="list-style-type: none"> Speech appropriate for student's proficiency level Clear explanation of academic tasks Uses a variety of techniques to make content concepts comprehensible |
| Strategies | <ul style="list-style-type: none"> Provides ample opportunities to use strategies Consistent use of scaffolding techniques throughout the lesson, assisting, and supporting student understanding. Uses a variety of question types, including those that promote higher-order thinking skills |
| Interaction | <ul style="list-style-type: none"> Frequent opportunities for interaction and/or between teacher/student and among students that encourage elaborated responses about lesson concepts. Grouping configurations that support language and content objectives of the lesson. Sufficient wait time for student response Ample opportunities for students to clarify key concepts in the primary language with aide, peer, or primary language text. |

13

| Component | Features |
|--------------------------|--|
| Practice and Application | <ul style="list-style-type: none"> Provides hands-on materials and/or manipulatives for students to practice using new content knowledge Provides activities for students to apply content and language knowledge in the classroom Uses activities for students to apply content and language knowledge |
| Lesson Delivery | <ul style="list-style-type: none"> Content objectives clearly supported by Lesson delivery Language objectives clearly supported by lesson delivery Students engaged approximately 90%–100% of the period Lesson pacing appropriate to students' ability level |
| Review and Assessment | <ul style="list-style-type: none"> Comprehensive review of key vocabulary Key concepts review Regular feedback on student output Assessment of objectives throughout the lesson |

SIOP Model Features. The SIOP Model helps teachers prepare an appropriate lesson plan to better meet the needs of ELLs.

Pearson's Outcomes-Focused Suite of Professional Services

Pearson provides teachers and administrators the training and support needed to effectively implement the SIOP Model. The program supports teachers in their content area and is coupled with follow-up to deepen their understanding of the model and to teach how they can effectively use it to refine language objectives and lesson plans.

Services within the program help participants implement robust sheltered instruction lessons in their educational setting by accomplishing the following:

- Building collaborative sessions with fellow educators to reflect and improve sheltered instruction
- Observing our experts and being coached in techniques to improve lesson delivery and implementation
- Gaining insight on how best to apply what was learned to their own educational setting

Fidelity of implementation as well as measurability of its impact on teachers and students can be observed and measured when teachers and other instructional staff observe other professionals and assess the level of sheltered instruction provided during the class lesson using the SIOP Protocol.

The program also offers training for administrators to further support consistency in implementing the SIOP Model across schools within the district:

- Educators gain motivation and knowledge of how to teach ELLs. Participants get a deeper understanding of ELL issues and the research supporting the instructional approach to meet their needs.
- Educators gain a greater understanding of the eight components through the Component Enrichment service. Each component is explained in greater detail and additional interactive strategies are used to increase transfer of knowledge.

- Educators transfer knowledge into practice through Implementation Enrichment consisting of observation and coaching or consultation with campus administrators. These services within the program are designed to be more sustaining and support teachers in classroom implementation.
- Educators learn how to use the observation protocol to observe, assess, and review lessons, as well as language objectives in SIOP Training for Teachers. As a result, these plans can be continuously improved to develop the most robust sheltered lesson for the classroom. Plans are often discussed and shared among teachers so curriculum area instruction can be improved.

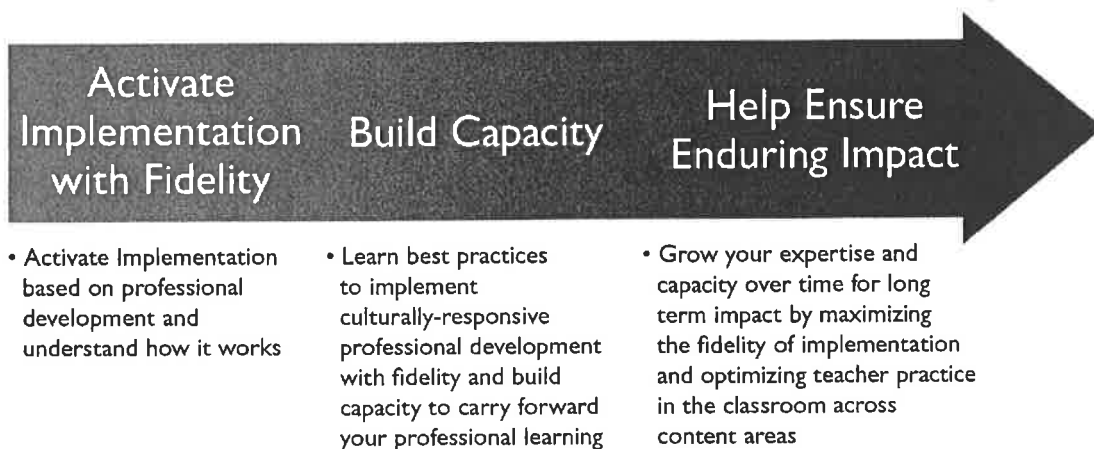
SIOP programs are designed to support educators with extensive follow-up options while building strong communication between Pearson staff and your staff. The feedback obtained helps to meet your expectations and deliver a cohesive model.

Schools and districts may find that their ELL students struggle with mathematics, or to read and write at grade level, or need additional time to complete the same coursework as their peers. Because ELL students face the challenge of becoming proficient in English as well as in each content area, they must do “double the work” that native English-speaking students do*. Our programs help teachers help their ELL students confront and best this layered challenge.

Educators participating in professional development and training from Pearson will be able to deliver research-based, content-rich, effective lessons that are based on best practices. Our experience, deep and broad-reaching support services, and highly-qualified education consultants provide best practices for an effective, efficient implementation process.

Response to Intervention for English Language Learners

Pearson provides a wide range of research-based professional development services to support Response to Intervention (RtI) in an elementary, middle, or high school setting which address the specific needs of ELLs. Our training is designed to show teachers of ELL students how and when to use assessments, how to identify critical intervention points, and how to adjust instruction to different needs.



* Deborah J. Short and Shannon Fitzsimmons, Double the Work: Challenges and Solutions to Acquiring Language and Academic Literacy for Adolescent English Language Learners--A Report to Carnegie Corporation of New York (Washington DCL Alliance for Excellent Education, 2007).

Collaborating on a Road Map

7

| Sample Activation Road Map | | | | | |
|--|--------------------|-------------------|-------------------|--|--|
| Focus—Teachers and Administrators receive training and support to: <ul style="list-style-type: none"> ▪ Learn and understand the SIOP Model ▪ Implement successfully in the classroom ▪ Understand and incorporate best practices to improve ELL student results | | | | | |
| Service | Pre-Implementation | Year 1 Semester 1 | Year 1 Semester 2 | Year 2 Semester 1 | Year 2 Semester 2 |
| | | | | Continue to support and develop implementation | Continue to support and develop implementation |
| Diagnostic & Research Services: Pre and Post Surveys | Pre-surveys | | post-surveys | | Post-surveys |
| Training for Administrators | | | | | |
| Training for Teachers <ul style="list-style-type: none"> ▪ Pre-K and Kindergarten ▪ Elementary ▪ Secondary | | | | | |
| Training for Math Teachers | | | | | |
| Two-Way Immersion Training for Teachers | | | | | |
| Lesson Coaching & Modeling | | | | | |
| Component Enrichment | | | | | |
| SIOP National Conference | | | | | |

16

Sample Build Capacity Road Map

Focus—Teachers and Administrators and In-District Coaches receive training and support to:

- Learn and understand the SIOP Model
- Implement successfully in the classroom with the support of coaches
- Understand and incorporate best practices to improve ELL student results

| Service | Pre-Implementation | Year 1 Semester 1 | Year 1 Semester 2 | Year 2 Semester 1 | Year 2 Semester 2 |
|---|--------------------|-------------------|-------------------|--|--|
| | | | | Continue to support and develop implementation | Continue to support and develop implementation |
| Diagnostic & Research Services: Pre and Post Surveys | Pre-surveys | | post-surveys | | Post-surveys |
| Training for Administrators | | | | | |
| Training for Teachers | | | | | |
| Coaching & Implementation | | | | | |
| Assessment for Learning with English Learners | | | | | |
| Using the SIOP Model with Newly Arrived Students | | | | | |
| Lesson Coaching and Modeling | | | | | |
| Component Enrichment | | | | | |
| SIOP National Conference | | | | | |

Sample Sustainability Road Map

Focus—Teachers and Administrators and In-District Coaches receive training and support to:

- Learn and understand the SIOP Model
- Implement successfully in the classroom with support from coaches
- Understand and incorporate best practices to improve ELL student results
- Build sustainable capacity throughout the District

| Service | Pre-Implementation | Year 1 Semester 1 | Year 1 Semester 2 | Year 2 Semester 1 | Year 2 Semester 2 |
|---|--------------------|-------------------|-------------------|--|--|
| | | | | Continue to support and develop implementation | Continue to support and develop implementation |
| Consultation with Leaders | | | | | |
| Diagnostic & Research Services: Pre and Post Surveys | pre surveys | | post surveys | | post surveys |
| Training for Administrators | | | | | |
| Training for Teachers | | | | | |
| Coaching & Implementation | | | | | |
| Coaching & Observation | | | | | |
| Lesson Coaching and Modeling | | | | | |
| Inter-Rater Reliability Training | | | | | |
| Component Enrichment | | | | | |
| Lesson Preparation: Focus on Language Acquisition | | | | | |
| SIOP National Conference | | | | | |

Based on discussions with Lisa Larsgaard, below is a list of the workshops we recommend for the Sample Activation Implementation Road Map that will help your teachers and administrators implement SIOP with fidelity and put your students on the road to success.

| Activation Professional Development Recommendations | | | |
|---|--|---|---|
| Name of Service Training Options | Delivery details and Cohort Size | Description | Materials |
| Diagnostic & Research Services: Pre and Post Surveys Available: ■ Online | 15 minutes | Pre-Post Surveys are fifteen-minute online surveys that measure educators' perceptions of instructional practices, content knowledge, pedagogical content knowledge, and effectiveness of professional development (PD). Findings from the surveys can be used to gauge the effectiveness of SIOP implementation and to guide follow-up PD. | ■ N/A |
| Training for Administrators Available: ■ Face to Face (FtF) ■ Online | 6 hours Up to 30 participants 11 sessions: 4 live, 7 self-paced Up to 50 participants | Administrators will learn about the SIOP Model and how it can improve instruction for all students, including ELLs. Outcomes By the end of this workshop, participants will be able to: <ul style="list-style-type: none"> ■ Develop an understanding of the general needs of ELLs and discuss ELL needs that are specific to their school or district ■ Gain an understanding of the components of the SIOP Model ■ Consider the possible roles that coaches and administrators can play in supporting teachers in implementing the SIOP Model | ■ The SIOP Model for Administrators ■ <i>Making Content Comprehensible for ELLs: The SIOP Model</i> ■ SIOP Training for Administrators' Participant Workbook NOTE: District customers have the option to purchase the VI + hard copy of the text. |

| Activation Professional Development Recommendations | | | |
|---|--|---|--|
| Name of Service Training Options | Delivery details and Cohort Size | Description | Materials |
| Training for K–12 Teachers Available: <ul style="list-style-type: none"> FtF Online Blended | 3 6-hour days Up to 30 participants <hr/> 11 sessions: 4 Live 7 self-paced up to 50 participants <hr/> Option A 2 days FTF 2 hours virtual training with same consultant <hr/> Option B 1 day FTF 8 session: 3 live with same consultant 5 self-paced Up to 30 participants | Teachers will learn about the SIOP Model and how it can be effective for helping educators to teach ELLs. Outcomes By the end of the workshop, participants will be able to do the following: <ul style="list-style-type: none"> Understand the SIOP components and features Practice each of the eight components Develop an understanding how the SIOP Model may be incorporated into lesson planning | <ul style="list-style-type: none"> <i>Making Content Comprehensible for ELLs: The SIOP Model</i> SIOP Training for Teachers Participant Workbook NOTE: The Participant Workbook is tailored to the delivery format. |
| Training for pre-K and Kindergarten Teachers Available: <ul style="list-style-type: none"> FtF | 3 6-hour days Up to 30 participants | Teachers will learn about the SIOP Model and how it can be effective for helping pre-K and Kindergarten teachers to teach ELs. Outcomes By the end of the workshop, participants will be able to do the following: <ul style="list-style-type: none"> Explain the eight factors that affect second-language acquisition Identify the components and features of the SIOP Model Observe and practice each of the eight components Incorporate the SIOP Model into lesson planning | <ul style="list-style-type: none"> <i>Using SIOP with Pre-K and Kindergarten English Learners</i> SIOP Training for Pre-K and Kindergarten Teachers Participant Workbook |

| Activation Professional Development Recommendations | | | |
|--|--|---|---|
| Name of Service Training Options | Delivery details and Cohort Size | Description | Materials |
| Training for Elementary Teachers (K-5) Available: ■ FtF | 3 6-hour days Up to 30 participants | Teachers will learn about the SIOP Model and how it can be effective for helping elementary educators to teach ELLs. Outcomes By the end of the workshop, participants will be able to do the following: ■ Understand the SIOP components and features ■ Practice each of the eight components Develop an understanding how the SIOP Model may be incorporated into lesson planning | ■ <i>Making Content Comprehensible for Elementary English Learners: The SIOP Model (2E)</i> ■ SIOP Training for Elementary Teachers Participant Workbook |
| Training for Secondary Teachers (6-12) Available: ■ FtF | 3 6-hour days Up to 30 participants | Teachers will learn about the SIOP Model and how it can be effective for helping secondary educators to teach ELLs. Outcomes By the end of the workshop, participants will be able to do the following: ■ Understand the SIOP components and features ■ Practice each of the eight components Develop an understanding how the SIOP Model may be incorporated into lesson planning | ■ <i>Making Content Comprehensible for Secondary English Learners: The SIOP Model (2E)</i> ■ SIOP Training for Secondary Teachers Participant Workbook |
| Training for Math Teachers Available: ■ FtF | 3 6-hour days Up to 30 participants | Teachers will learn about the SIOP Model and how it can be effective for helping educators to teach ELLs. Outcomes By the end of the workshop, participants will be able to do the following: ■ Understand the SIOP components and features ■ Practice each of the eight components Develop an understanding how the SIOP Model may be incorporated into lesson planning | ■ <i>Making Content Comprehensible for English Learners: The SIOP Model (4E)</i> . ■ SIOP Training for Math Teachers Participant Workbook |

| Activation Professional Development Recommendations | | | |
|---|--|--|--|
| Name of Service Training Options | Delivery details and Cohort Size | Description | Materials |
| Two-Way Immersion Training for Teachers Available: ■ FtF | 3 6-hour days Up to 30 participants | Teachers will gain an in-depth understanding of the components of the SIOP Model and strategies to implement it in two-way immersion or dual-language schools and classrooms. This workshop addresses Cultural Responsive Teaching. Outcomes By the end of the workshop, participants will be able to do the following: <ul style="list-style-type: none"> ■ Understand the SIOP components and features as they relate to two-way immersion or dual language ■ Observe and practice each of the components with a special focus on two key features including modifications for cultural objectives, known to be important in two-way immersion settings. ■ Develop an understanding of how SIOP and Two-Way Immersion is incorporated into lesson planning | ■ <i>Making Content Comprehensible for English Learners: The SIOP Model (4E).</i> ■ SIOP and Two-Way Immersion Training for Teachers Participant Workbook |
| Lesson Coaching and Modeling Available: ■ FtF | 5 6 hour days Up to 20 educators, coaches, specialists | In the SIOP Lesson Coaching and Modeling approach, a group of teacher teams and a Pearson Educational Consultant, meet to revise and refine a lesson that is tied to the overall goal of demonstrating effective teaching techniques which lead to increased student achievement. <ul style="list-style-type: none"> ■ Day 1 Consultant observes the four classrooms of the Co-Teachers ■ Day 2: Consultant facilitates the revision or refinement of a lesson with each of the four teacher teams during their planning period ■ Day 3: Consultant co-teaches with the designated teacher from each teacher group while the remainder observe the lesson ■ Day 4: Consultant debriefs each of the four teacher teams during their planning period ■ Day 5: Consultant demonstrates teaching activities or techniques in classrooms during the morning and meets with the administration in the afternoon | ■ <i>99 Ideas and Activities for Teaching ELLs with the SIOP Model</i> |

22

| Activation Professional Development Recommendations | | | |
|--|--|--|---|
| Name of Service Training Options | Delivery details and Cohort Size | Description | Materials |
| Component Enrichment: <ul style="list-style-type: none"> ▪ Lesson Preparation ▪ Building Background ▪ Comprehensible Input ▪ Practice and Application ▪ Strategies ▪ Interaction ▪ Lesson Delivery ▪ Review and Assessment <p>Available:</p> <ul style="list-style-type: none"> ▪ FtF ▪ Self-Paced Online ▪ Fused Online | <p>6 hours per component</p> <p>up to 30 educators</p> <p>3 hours seat time per component</p> <p>Six hours of seat time including 3 hours of live webinars</p> | <p>Teachers and Coaches will deepen their understanding of the features of each SIOP component.</p> <p>Outcomes</p> <p>By the end of each workshop, participants will be able to:</p> <ul style="list-style-type: none"> ▪ Discuss implementation challenges related to the SIOP Model ▪ Review the research and features of the components ▪ Discuss ways to effectively implement features and prepare to incorporate SIOP components into their lesson planning | <p><i>99 Ideas and Activities for Teaching ELLs with the SIOP Model</i></p> <p>Appropriate Component Participant Workbook</p> |
| SIOP National Conference | <u>SIOP National Conference Information and Dates</u> | Two-day event featuring all three SIOP® authors that will present best practices and research-proven strategies to help SIOP® users further their implementation results. | NA |

23

Based on discussions with Lisa Larsgaard, below is a list of the workshops we recommend for the Sample Build Capacity Implementation Road Map that will help your teachers and administrators implement SIOp with fidelity and put your students on the road to success.

| Build Capacity Implementation Professional Development Recommendations | | | |
|---|--|--|--|
| Name of Service Training Options | Type of Service and Cohort Size | Description | Materials |
| Assessment for Learning with English Learners Prerequisite: Training for Teachers Available: <ul style="list-style-type: none"> ▪ FtF | 2 6 hour days Up to 30 educators, ELL coordinators, literacy coaches | While focusing on SIOp's Review and Assessment component and corresponding features, participants will gain a clear understanding of the five keys to classroom assessment quality as defined by the Assessment Training Institute (ATI) team. Outcomes Participants will be able to do the following: <ul style="list-style-type: none"> ▪ Understand the keys to assessment quality for English learners ▪ Understand assessment for learning practice ▪ Differentiate formative and summative assessment types of assessment and their uses with English learner | <ul style="list-style-type: none"> ▪ Developing Balanced Assessment Systems: Seven Essential Actions for Schools and Districts DVD ▪ Assessment for Learning with ELs Participant Workbook |
| Using the SIOp Model with Newly Arrived Students Prerequisite: Training for Teachers Available: <ul style="list-style-type: none"> ▪ FtF ▪ Fused Online | 1 6 hour day Up to 30 participants 5 sessions: 2 live online 3 self-paced | Teachers will discover how the SIOp Model instruction can be implemented in classroom with newcomer students. This workshop is designed for teachers already familiar with the SIOp Model's components and features. Outcomes Participants will be able to do the following: <ul style="list-style-type: none"> ▪ Plan SIOp lessons for students with low literacy skills and newcomer level language skills ▪ Incorporate basic language and literacy instruction in lessons ▪ Determine appropriate scaffolds for making content comprehensible to newcomer students | <ul style="list-style-type: none"> ▪ There is no textbook with this training. ▪ Using SIOp with Newly Arrived Students Participant Workbook |

24

| Build Capacity Implementation Professional Development Recommendations | | | |
|--|--|--|--|
| Name of Service Training Options | Type of Service and Cohort Size | Description | Materials |
| Coaching & Implementation Available: ■ FtF | 2 6 hours Up to 30 educators, ELL coordinators, literacy coaches | Participants begin to develop the capacity to support their teachers in implementing the SIOp Model. Outcomes By the end of the program participants will be able to do the following: <ul style="list-style-type: none"> Identify features that may be challenging to implement Consider a range of approaches to coach the SIOp model Learn how to use SIOp protocol to address specific teacher needs | <ul style="list-style-type: none"> <i>Implementing the SIOp Model Through Effective Professional Development and Coaching</i> Coaching and Implementation Participant Workbook |

Based on discussions with Lisa Larsgaard, below is a list of the workshops we recommend for the Sample Sustainability Implementation Road Map that will help your teachers and administrators implement SIOp with fidelity and put your students on the road to success.

| Sustainability Professional Development Recommendations | | | |
|---|---|---|---|
| Name of Service Training Options | Type of Service and Cohort Size | Description | Materials |
| Consultation with Leaders Available: ■ FtF | 6 hours up to 30 school and district leaders | Work with a SIOp Consultant to facilitate key discussions among school and district administrators regarding SIOp implementation. The goal of this consultation session is to identify solutions that are appropriate for the specific schools and districts being supported. | <ul style="list-style-type: none"> N/A |

25

| Sustainability Professional Development Recommendations | | | |
|---|--|---|--|
| Name of Service Training Options | Type of Service and Cohort Size | Description | Materials |
| Coaching & Observation Available: ■ FtF | 2 6-hours Up to 10 educators, specialists, coaches, administrators, staff development specialists | This workshop will develop and advance the skills of coaches to do the following: <ul style="list-style-type: none"> ■ Offer feedback to SIOP teachers. ■ Discuss factors related to ensuring effective implementation. ■ Use the SIOP protocol to observe, discuss, and reach consensus on a SIOP lesson Participating coaches go through the entire process of observing, conferencing, and coaching with a Pearson SIOP consultant, first observing the consultant conduct conferences. Coaches then have the opportunity to practice their own pre-observation conference, classroom observation, reflection with coaches, and then post-observation discussion with the teacher | N/A |
| Inter-Rater Reliability Available: ■ FtF ■ Online | 2 6 hours up to 6 participants 1 session up to 30 participants | The goal is for participants to calibrate their ratings with a SIOP expert as a means to establish acceptable levels of inter-rater reliability. Participants will either rate lessons in live classrooms or use video lesson (customer can choose). Once inter-rater reliability is established between the SIOP Consultant and the observers, raters can then independently observe classrooms to collect SIOP protocol data Outcomes By the end of the workshop, participants will be able to do the following: <ul style="list-style-type: none"> ■ Become familiar with the SIOP protocol observation process ■ Apply understanding of the SIOP protocol to observe and rate six classrooms ■ Rate in writing, share, and orally discuss their observations using the SIOP Protocol ■ Resolve inter-rater discrepancies by evaluating and discussing their observations using the SIOP Model's eight components and 30 features | ■ The SIOP Model Flipbook: A Tool for Administrators, Coaches and Teachers |

26

| Sustainability Professional Development Recommendations | | | |
|---|--|---|--|
| Name of Service Training Options | Type of Service and Cohort Size | Description | Materials |
| Lesson Preparation: Focus on Language Acquisition Available: <ul style="list-style-type: none"> FtF Fused Online | 6 hours per component up to 30 educators Six hours of seat time including 3 hours of live webinars | Explore Lesson Preparation component with a unique focus on Language Acquisition. During this workshop, participants review the research base for the component as well as critical research on language acquisition to deepen their understanding of the processes students go through when acquiring a language. Participants examine the Common Core State Standards' call for increased focus on the linguistic needs of students to foster success when promoting the language development of all of their students, especially English learners. Lesson planning time allows participants to work together, jointly writing a SIOP® lesson under the supervision of the SIOP® Consultant. In addition, group discussions and activities emphasize ways to effectively implement the Lesson Preparation features with a focus on language development. Outcomes By the end of the workshop, participants will be able to do the following: <ul style="list-style-type: none"> Deepen their understanding of the Lesson Preparation features with a focus on integrating language development techniques. Learn how to create effective lessons that incorporate those features. Prepare their lessons implementing strategies that support English language development. | <i>99 Ideas and Activities for Teaching English Learners with the SIOP Model</i> Lesson Preparation Component Enrichment: Focus on Language Acquisition Participant Workbook |

Based on discussions with Lisa Larsgaard, below is a list of additional workshops we recommend to compliment the Sample Implementation Road Maps that will help your teachers and administrators implement SIOP with fidelity and put your students on the road to success.

| Additional Professional Development Recommendations | | | |
|---|---------------------------------|-------------|-----------|
| Name of Service Training Options | Type of Service and Cohort Size | Description | Materials |

27

| Additional Professional Development Recommendations | | | |
|---|---|--|--|
| Name of Service Training Options | Type of Service and Cohort Size | Description | Materials |
| Observation and Feedback | 2 6 hours up to 4 teacher observations/peer | <p>A SIOp Consultant will come to a school site to observe teachers, provide feedback, and complete the SIOp protocol during this two-day workshop.</p> <p>Outcomes</p> <p>By the end of the program, participants will be able to do the following:</p> <ul style="list-style-type: none"> Develop and teach a SIOp lesson that focuses on one or two specified components Identify further support and/or training needed in order to successfully implement the SIOp Model Discuss with the SIOp Service Consultant the level of implementation of the SIOp components observed in the lesson | <ul style="list-style-type: none"> SIOp Observation and Feedback Teacher Preparation Packet SIOp Observation and Feedback Administrator Preparation Packet Cover Letter to Administrators SIOp Observation and Feedback Cover Letter Template SIOp Observation and Feedback Individual Lesson Feedback Form SIOp Observation and Feedback Data Collection Form SIOp Observation and Feedback Ratings Notes Form SIOp Observation and Feedback Summary for Administrators Form SIOp Observation and Feedback Summary Meeting Agenda Template |

28

| Additional Professional Development Recommendations | | | |
|--|--|--|--|
| Name of Service Training Options | Type of Service and Cohort Size | Description | Materials |
| Mathematics Component Enrichment <ul style="list-style-type: none"> ▪ Lesson Preparation ▪ Building Background ▪ Comprehensible Input ▪ Strategies ▪ Interaction ▪ practice and Application ▪ Lesson Delivery ▪ Review and Assessment <p>Available:</p> <ul style="list-style-type: none"> ▪ FtF | <p>6 hours per Component</p> <p>up to 30 educators</p> | <p>Each session helps educators deepen their understanding of the features of each SIOP component.</p> <p>Outcomes</p> <p>By the end of this training, participants will be able to do the following:</p> <ul style="list-style-type: none"> ▪ Deepen their understanding of the features of each component in effective English language arts instruction ▪ Learn how to create effective English language arts lessons that incorporate those SIOP features ▪ Discuss ways to effectively implement features and prepare to incorporate SIOP components into their lesson planning | <p><i>The SIOP Model for Teaching Mathematics to ELLs</i></p> <p>Appropriate Mathematics Component Participant Workbook</p> |
| ELA Component Enrichment <ul style="list-style-type: none"> ▪ Lesson Preparation ▪ Comprehensible Input ▪ Strategies <p>Available:</p> <ul style="list-style-type: none"> ▪ FtF | <p>6 hours per component</p> <p>up to 30 educators</p> | <p>Each session helps educators deepen their understanding of the features of each SIOP component.</p> <p>Outcomes</p> <p>By the end of this training, participants will be able to do the following:</p> <ul style="list-style-type: none"> ▪ Deepen their understanding of the features of each component in effective English language arts instruction ▪ Learn how to create effective English language arts lessons that incorporate those SIOP features ▪ Discuss ways to effectively implement features and prepare to incorporate SIOP components into their lesson planning | <p><i>The SIOP Model for Teaching English/ Language Arts to ELLs</i></p> <p>Appropriate ELA Component Participant Workbook</p> |

29

| Additional Professional Development Recommendations | | | |
|---|---|---|--|
| Name of Service Training Options | Type of Service and Cohort Size | Description | Materials |
| Rtl for ELLs Available: <ul style="list-style-type: none"> ▪ FtF ▪ Online | 2 6 hour days up to 30 leaders, specialists, and coaches <hr/> 8 sessions: 4 live 4 self-paced up to 50 leaders, specialists, and coaches | Delve into the Response to Intervention (Rtl) process during this workshop, developed with the Sheltered Instruction Observation Protocol (SIOP) Model authors Dr. Jana Echevarría and Dr. MaryEllen. Focus on specific considerations for English language learners (ELLs) while identifying research-based interventions that are appropriate for ELLs and learning how to compare language differences with language and learning disabilities. Participants receive <i>Response to Intervention (Rtl) and English Learners: Using the SIOP Model 2E</i> to support implementation when they return to their schools. Outcomes By the end of this workshop, participants will be able to: <ul style="list-style-type: none"> ▪ Define Rtl and its role in the education of ELLs ▪ Identify challenges of effective progress monitoring for ELLs. ▪ Explain how the SIOP Model supports Tier 1 instruction for ELLs. ▪ Identify specific literacy development issues for ELLs. ▪ Compare and contrast effective Tier 2 and Tier 3 assessments and interventions for ELLs. ▪ Generate ideas for overcoming barriers and implementing an effective Rtl process | <i>Response to Intervention (Rtl) and English Learners: Using the SIOP Model 2E</i> Rtl for ELLs Participant Workbook |

Summary

Our SIOP expert trainers and scientifically validated programs help administrators build EL teaching capacity throughout the district. In many districts, our valuable instructional strategies are benefiting the student body at large, with an impact that extends beyond EL teachers and students.

Pearson's professional development approach integrates instruction, assessment, and professional development so teachers learn how to teach content and language at the same time to improve student performance across the curriculum. Only Pearson can provide the depth of knowledge and range of offerings seen in our professional development programs.

To discuss how these professional development options will work best, contact your Pearson representative, Lisa Larsgaard. Working together, your Pearson team will work with you to meet the Common Core State Standards and help ELL students apply successfully their knowledge on the performance-based tasks that characterize the new assessments.

About Pearson

Pearson reaches students and changes lives by improving the quality of instruction in all classrooms, enabling states, districts, schools, and teachers to navigate fundamental and dramatic shifts in instructional leadership and classroom practices. We develop and deliver trusted, relevant, research-proven comprehensive services around our innovative and targeted professional development services, instructional solutions and materials, and education technologies. All of our comprehensive services are aligned with and help schools meet the CCSS and CCR. They empower and engage students to help them meet and sustain the highest achievement standards, no matter where they start.

| ALWAYS LEARNING | | PEARSON | |
|--|---------------------------------------|---------|--|
| Professional Development Summary Sheet | | | |
| School/District | Marysville JUSD | | |
| Address | 1919 B Street, Marysville, CA 95901 | | |
| Contact | Lennie Tate, Director of Ed. Services | | |
| Phone | (530) 749-6902 | FAX | |
| Email | ltate@mjud.com | | |

| ISBN | | Format | Units | Price | Total |
|--|--|---------|-------|----------|----------|
| 112992 | SIOP® Training for Teachers, 3 days | On-site | 2 | \$15,000 | \$30,000 |
| 112990 | SIOP® Training for Administrators, 1 day | On-site | | \$5,000 | |
| 119520 | SIOP® and Two-Way Immersion Training for Teachers, 3 Days | On-site | | \$15,000 | |
| SIOP® Component Enrichment, 1 Day | | | | | |
| 113005 | Lesson Preparation | On-site | | \$5,000 | |
| 113001 | Building Background | On-site | | \$5,000 | |
| 113002 | Comprehensible Input | On-site | | \$5,000 | |
| 113008 | Strategies | On-site | 2 | \$5,000 | \$10,000 |
| 113003 | Interaction | On-site | | \$5,000 | |
| 113006 | Practice and Application | On-site | | \$5,000 | |
| 113004 | Lesson Delivery | On-site | | \$5,000 | |
| 113007 | Review and Assessment | On-site | | \$5,000 | |
| SIOP® English Language Arts Component Enrichment, 1 Day | | | | | |
| 116848 | ELA Lesson Preparation | On-site | | \$5,000 | |
| 116857 | ELA Comprehensible Input | On-site | | \$5,000 | |
| 116874 | ELA Strategies | On-site | 2 | \$5,000 | \$10,000 |
| SIOP® Mathematics Component Enrichment, 1 Day | | | | | |
| 113009 | Math Lesson Preparation | On-site | | \$5,000 | |
| 113010 | Math Building Background | On-site | | \$5,000 | |
| 113011 | Math Comprehensible Input | On-site | | \$5,000 | |
| 116856 | Math Strategies | On-site | | \$5,000 | |
| 116862 | Math Interaction | On-site | | \$5,000 | |
| 116873 | Math Practice and Application | On-site | | \$5,000 | |
| 116847 | Math Lesson Delivery | On-site | | \$5,000 | |
| 116863 | Math Review and Assessment | On-site | | \$5,000 | |
| 119517 | SIOP® and Assessment for Learning with English Learners, 2 Days | On-site | | \$10,000 | |
| 119507 | SIOP® Lesson Preparation Component Enrichment: Language Acquisition, 1 Day | On-site | | \$5,000 | |
| 119488 | Developing Academic Language, 1 Day | On-site | | \$5,000 | |
| 120983 | SIOP® and Next Generation Teaching for English Learners, 1 Day | On-site | 2 | \$5,000 | \$10,000 |
| 119509 | Using SIOP® with Newly Arrived Students, 1 Day | On-site | | \$5,000 | |
| 114023 | SIOP® Lesson Coaching and Modeling, 5 Days/Cohort of 20 or less | On-site | | \$25,000 | |

32

Marysville JUSD| SIOP

| ISBN | | Format | Units | Price | Total |
|--|---|---------|-------|--------------|-----------------|
| 112996 | SIOP® Coaching an Implementation, 2 Days | On-site | | \$10,000 | |
| 112998 | SIOP® Observation and Feedback, 2 Days/4 Observations per day | On-site | | \$10,000 | |
| 112997 | SIOP® Coaching and Observation, 2 Days | On-site | | \$10,000 | |
| 112999 | SIOP® Consultation with Leaders, 1 Day | On-site | | \$5,000 | |
| | | | | TOTAL | \$60,000 |
| <i>The maximum number of participants per session is thirty (30) unless otherwise noted.</i> | | | | | |

| | | | |
|--------------|----------------------------------|--------------|-----------------------------------|
| AGM | <u>Kerry Maxedon</u> | SS | <u>Lisa Larsgaard</u> |
| Phone | <u>209-304-6223</u> | Phone | <u>925-285-1991</u> |
| Email | <u>Kerry.Maxedon@Pearson.com</u> | Email | <u>Lisa.Larsgaard@Pearson.com</u> |
| Date | <u>11/18/14</u> | | |

Session Details:

Requesting strong personalities

Requesting January 6-8 (Note: Consultant Scheduling is triggered by receipt of a PO)

Need total of 4Trainers:

2 for 70 Teachers over 3 days of SIOP Training for Teachers

2 for 40Teachers over 3 days of 1-day workshops indicated above

District Signature:

Ryan DiGiulio
Assistant Superintendent of Business Services
Marysville Joint Unified School District

How to Order:

Send purchase orders to:

Pearson

P.O. Box 2500

Lebanon, IN 46052

FAX: 877-260-2530

Email: k12cs@custhELLp.com

33

November 14, 2014

Mr. Ramiro Carreon,

I am writing this to notify you that effective today, November 14, 2014, I am resigning from my position at Marysville Joint Unified School District due to personal reasons.

Sincerely,

Todd Keough



MJUSD
Personnel Dept.

NOV 14 2014



RECEIVED



MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Alternative Education 1919 "B" Street Marysville, CA 95901

(530) 749-6919 FAX (530) 741-7875

MJUSD

Personnel Dept

NOV 07 2014

RECEIVED

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character, is written over the 'RECEIVED' stamp.

To Whom It May Concern:

I am writing this as a letter of resignation. I was told I had to resign because I work as a consultant teaching martial arts at MCAA, as well as being a Para educator at South Lindhurst High School. After over a year and a half in both positions, I am sad that I have to leave a job where I feel I was making a difference in the lives of students. However, my position at MCAA, though part time as well, covers more of my living expenses. I apologize for the inconvenience this will cause for South Lindhurst, but I appreciate the time I got to spend working there.

Sincerely,

Bobby Vander Ploeg

11/7/14 last day

Includes Purchase Orders dated 11/01/2014 - 11/30/2014

Board Meeting Date December 9, 2014

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|---|---------------------------------|--|-------------------|-----------------|
| Location Accounting/Payroll (103) | | | | |
| P15-01693 | HEWLETT-PACKARD COMPANY | Accounting Dual Monitors | 01-4300-0000 | 208.55 |
| P15-01694 | WALKER'S OFFICE SUPPLIES | Accounting Keyboard Trays | 01-4300-0000 | 859.96 |
| Total Location | | | | 1,068.51 |
| Location After School Program (107) | | | | |
| P15-01628 | HEWLETT-PACKARD COMPANY | STARS Computers | 01-4410-6010 | 1,883.08 |
| P15-01642 | GOVCONNECTION, INC. | STARS Printer | 01-4300-6010 | 139.70 |
| P15-01668 | SUTTER BUTTES COMMUNICATIONS | Johnson Park STARS | 01-4300-6010 | 127.14 |
| | | | 01-5801-6010 | 393.56 |
| P15-01692 | OFFICE DEPOT B S D | McK STARS Benches | 01-4410-6010 | 2,096.25 |
| P15-01765 | APPLE COMPUTER INC | Apple Converters | 01-4300-6010 | 196.67 |
| P15-01788 | AMAZON.COM | STARS DVD Library | 01-4300-6010 | 405.90 |
| P15-01815 | S & S WORLDWIDE | CLE STARS | 01-4300-6010 | 22.68 |
| Total Location | | | | 5,264.98 |
| Location Arboga Elementary (01) | | | | |
| P15-01622 | Lakeshore Learning Store | Carpet for Kinder/Lynn Lucas | 01-4300-1100 | 326.66 |
| P15-01629 | B STREET THEATRE | B Street Theatre/Science Sationally Savvy Days | 01-5801-1100 | 860.00 |
| Total Location | | | | 1,186.66 |
| Location Browns Valley Elementary (03) | | | | |
| P15-01648 | Lang Equipment Company | School Safety Door Lock | 01-4300-1100 | 57.73 |
| P15-01659 | TROXELL COMMUNICATIONS INC | Projector Install Items | 01-4300-0003 | 336.74 |
| P15-01661 | NWN CORPORATION | Projector Install Items | 01-4300-0003 | 9.68 |
| | | | 01-4410-0003 | 1,263.12 |
| P15-01663 | GOVCONNECTION, INC. | Projector Install Items | 01-4300-0003 | 10.97 |
| P15-01665 | TEC-COM | BVS EZRoom Rm 3 | 01-4300-0000 | 2,590.00 |
| | | | 01-5801-0003 | 2,285.00 |
| P15-01673 | TODAY'S CLASSROOM | Headphones | 01-4300-0003 | 833.39 |
| Total Location | | | | 7,386.63 |
| Location Business Services (106) | | | | |
| P15-01647 | PFM Group | Arbitrage Rebate Compliance Services | 01-5801-0000 | 3,000.00 |
| P15-01651 | CASBO ATTN: ACCOUNTS RECEIVABLE | CASBO District Membership | 01-5310-0000 | 700.00 |

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

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Nov 25 2014
4:36PM

ESCAPE

ONLINE

Page 1 of 12

36

| Includes Purchase Orders dated 11/01/2014 - 11/30/2014 | | | Board Meeting Date December 9, 2014 | |
|--|---|--|-------------------------------------|------------------|
| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
| Location Business Services (106) (continued) | | | | |
| P15-01727 | GOVCONNECTION, INC. | Business Services | 01-4300-0000 | 80.08 |
| P15-01823 | THREE RIVERS LEVEE IMPROVEMENT AUTHORITY-C/O SCI CON | Flood and Levee Control Assessment 2014-2015 | 01-5890-0000 | 6,293.32 |
| Total Location | | | | 10,073.40 |
| Location Categorical (203) | | | | |
| P15-01601 | WAL-MART COMMUNITY BRC | CATEGORICAL/HOMELESS | 01-4300-5630 | 200.00 |
| P15-01749 | YUBA SUTTER TRANSIT | Homeless Parent | 01-5890-5630 | 240.00 |
| Total Location | | | | 440.00 |
| Location Cedar Lane Elementary (05) | | | | |
| P15-01683 | SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS | CLE Shady Creek | 01-5890-9010 | 3,401.87 |
| P15-01702 | OXFORD UNIV.PRESS/LIB. SALES ORDER DEPARTMENT | CLE Coping Power | 01-4300-6512 | 83.43 |
| P15-01704 | Farrow Distributing | Incentives | 01-4300-1100 | 115.50 |
| P15-01748 | SAMS CLUB DIRECT | Office | 01-4300-1100 | 2,000.00 |
| P15-01783 | AMAZON.COM | Bob Lem | 01-4300-6500 | 154.77 |
| P15-01808 | HEWLETT-PACKARD COMPANY | CLE Admin Computers | 01-4410-0004 | 4,707.70 |
| Total Location | | | | 10,463.27 |
| Location Charter Academy For Fine Arts (42) | | | | |
| P15-01608 | Stephen's Farmhouse | Music Dpet. | 09-4300-9010 | 5,370.70 |
| P15-01634 | AMAZON.COM | Supplies - Buckley | 09-4100-0000 | 27.68 |
| P15-01638 | GOVCONNECTION, INC. | MCAA Switch | 09-4300-0000 | 45.72 |
| P15-01645 | GOVCONNECTION, INC. | MCAA Bulb | 09-4300-0000 | 125.23 |
| P15-01671 | PRECISION 1 SCREENPRINTING AND EMBROIDERY | Supplies - Choir | 09-4300-9010 | 600.93 |
| P15-01680 | SACRAMENTO THEATRICAL LIGHTING | Supplies - Auditorium | 09-4300-9010 | 1,862.79 |
| P15-01718 | SHALISA PECK | Dance Services | 09-5801-9010 | 255.00 |
| P15-01800 | DICK BLICK COMPANY | Supplies - Buckley | 09-4300-0000 | 400.93 |
| P15-01813 | ASSOCIATED SOUND | Supplies - Choir | 09-4300-0000 | 22.70 |
| P15-01814 | PRECISION 1 SCREENPRINTING AND EMBROIDERY | Supplies - Drama | 09-4300-9010 | 222.47 |
| P15-01816 | HERFF JONES EDUCATION DIVISION ATTN: CUSTOMER SERVICE | Supplies | 09-4300-0000 | 2,249.68 |
| P15-01817 | HERFF JONES EDUCATION DIVISION ATTN: CUSTOMER SERVICE | Supplies | 09-4300-0000 | 521.17 |
| Total Location | | | | 11,705.00 |
| Location Child Development (51) | | | | |

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

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Nov 25 2014
4:36PM

ESCAPE

ONLINE

Page 2 of 12

37

Includes Purchase Orders dated 11/01/2014 - 11/30/2014

Board Meeting Date December 9, 2014

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|---|---|---|-------------------|-----------------|
| Location Child Development (51) | | | | |
| P15-01613 | LAKESHORE LEARNING MATERIALS ATTN: JON BELL | Pam Barnhill Supplies | 01-4300-9041 | 107.48 |
| P15-01630 | KAPLAN SCHOOL SUPPLY | Cedar Lane Preschool Dao Scott | 12-4410-6105 | 538.94 |
| P15-01635 | AMAZON.COM | Pam Barnhill Health Clerk Supplies | 01-4300-9041 | 8.58 |
| P15-01653 | HATCH COMPANY | Kynoch Preschool Carmen Mota | 12-4300-9010 | 22.19 |
| P15-01654 | LAKESHORE LEARNING MATERIALS ATTN: JON BELL | Covillaud Preschool Room C Jackie Midthun | 12-4300-6105 | 145.07 |
| P15-01670 | LAKESHORE LEARNING MATERIALS ATTN: JON BELL | Covillaud Preschool RM C | 12-4300-6105 | 643.93 |
| P15-01701 | TOWNSEND FENCING | Cov Pre Grant | 01-5801-9010 | 975.00 |
| P15-01732 | LAKESHORE LEARNING MATERIALS ATTN: JON BELL | Dobbins Preschool Judy Sadlo | 12-4300-6105 | 32.23 |
| P15-01735 | OFFICE DEPOT B S D | Yuba Feather Preschool Supplies Lisa Cunningham | 12-4410-6105 | 1,135.18 |
| P15-01741 | LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT | Playground Grant at Linda Preschool | 01-4300-9010 | 107.15 |
| P15-01786 | AMAZON.COM | Kathy Woods | 12-4300-6105 | 23.85 |
| P15-01790 | UNION LUMBER COMPANY | Linda Playground grant | 01-4300-9010 | 29.94 |
| P15-01798 | UNION LUMBER COMPANY | Linda Pre Grant | 01-4300-9010 | 139.58 |
| P15-01799 | LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT | Linda Preschool Playground Grant | 01-4300-9010 | 1,152.34 |
| Total Location | | | | 5,061.46 |
| Location Cordua Elementary (07) | | | | |
| P15-01612 | OFFICE DEPOT B S D | Cordua | 01-4300-0003 | 171.79 |
| P15-01658 | TROXELL COMMUNICATIONS INC | Projector Install Items | 01-4300-3010 | 336.74 |
| P15-01660 | NWN CORPORATION | Projector Install Items | 01-4300-3010 | 9.68 |
| | | | 01-4410-3010 | 1,263.12 |
| P15-01662 | GOVCONNECTION, INC. | Projector Install Items | 01-4300-3010 | 10.97 |
| P15-01664 | TEC-COM | COR EZRoom Rm 4 | 01-4300-0000 | 2,590.00 |
| | | | 01-5801-3010 | 2,285.00 |
| P15-01687 | SAMS CLUB DIRECT | CORDUA | 01-4300-1100 | 322.50 |
| P15-01689 | Jones School Supply Co., Inc. | CORDUA | 01-4300-0003 | 750.00 |
| | | | 01-4300-9010 | 242.53 |
| P15-01691 | TRIUMPH LEARNING | CORDUA | 01-4300-3010 | 425.36 |
| P15-01698 | OFFICE DEPOT B S D | Cordua - Speical Ed | 01-4300-6500 | 48.32 |
| Total Location | | | | 8,456.01 |
| Location Covillaud Elementary (09) | | | | |

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

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Nov 25 2014
4:36PM

ESCAPE

ONLINE

Page 3 of 12

Includes Purchase Orders dated 11/01/2014 - 11/30/2014

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|--|--|-------------------|-------------------|
| Location Covillaud Elementary (09) | | | | |
| P15-01676 | OFFICE DEPOT B S D | COV | 01-4300-0003 | 20.34 |
| | | | 01-4300-1100 | 20.98 |
| P15-01690 | Waterford Research Institute | COV Waterford | 01-5801-3010 | 8,100.00 |
| P15-01775 | HEWLETT-PACKARD COMPANY | COV Student Desktop Computers | 01-4410-0003 | 15,092.43 |
| | | Total Location | | 23,233.75 |
| Location Custodial Supervisor (206) | | | | |
| P15-01636 | ULINE.COM | Linda/Ed Lawther | 01-4320-0000 | 423.05 |
| P15-01644 | SHIFFLER EQUIPMENT SALES INC | Chair Glides | 01-4320-0000 | 130.13 |
| | | Total Location | | 553.18 |
| Location Edgewater Elementary (12) | | | | |
| P15-01784 | SCHOLASTIC INC | EDG | 01-4300-0003 | 3,694.33 |
| Location Facilities (66) | | | | |
| P15-01624 | MatchWare | FACILITIES SOFTWARE - MINDVIEW 5 BUSINESS | 25-4300-0000 | 777.00 |
| P15-01637 | NWN CORPORATION | FAC Director Monitor | 25-4300-0000 | 289.95 |
| P15-01729 | VERIZON WIRELESS | Phone for new Facilities Director Cynthia Jenson | 25-4410-0000 | 429.06 |
| P15-01759 | NWN CORPORATION | YGS Security Camera Server | 01-4450-0000 | 21,388.35 |
| P15-01760 | NWN CORPORATION | MCK Security Camera Server | 01-4450-0000 | 10,694.18 |
| P15-01761 | NWN CORPORATION | FHS Security Camera Server | 01-4450-0000 | 10,694.18 |
| P15-01762 | NWN CORPORATION | MCAA Security Camera Server | 01-4450-0000 | 10,694.18 |
| P15-01763 | NWN CORPORATION | NMHS Security Camera Server | 01-4450-0000 | 10,694.18 |
| P15-01764 | NWN CORPORATION | MHS Security Camera Server | 01-4450-0000 | 32,082.53 |
| P15-01766 | NWN CORPORATION | Abe Lincoln Security Camera Server | 01-4450-0000 | 10,694.18 |
| | | Total Location | | 108,437.79 |
| Location Instruction (IMC) (110) | | | | |
| P15-01463 | Illuminate Education, Inc. | Illuminate Training August 2014 | 01-5801-3010 | 1,500.00 |
| P15-01657 | Tahoe Pure | P-213/ Bottled Water 14-15 | 01-5801-4035 | 264.00 |
| P15-01737 | LOS ANGELES CO OFFICE OF ED ATTN: SCHOOL EMPLOYERS AS Bejoy Gantayat VPSS Math Tier II | | 01-5801-4035 | 400.00 |
| P15-01810 | Houghton Mifflin Harcourt | Go Math! Grade 1 #3 | 01-4100-6300 | 3,612.00 |
| P15-01811 | Houghton Mifflin Harcourt | Grade 2 Go Math! #4 | 01-4100-6300 | 3,612.00 |

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

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Nov 25 2014
4:36PM

ESCAPE

ONLINE

Page 4 of 12

39

Includes Purchase Orders dated 11/01/2014 - 11/30/2014

Board Meeting Date December 9, 2014

| PO Number | Vendor Name | Description | Fund-Obj- Resource | Account Amount |
|--|--|---|-----------------------|-------------------|
| Location Johnson Park Elementary (15) | | | Total Location | 9,388.00 |
| P15-01696 | DEVELOPMENT STUDIES CENTER | Mrs. Mack | 01-4300-6500 | 1,097.25 |
| P15-01733 | Beach Hut Deli | Lunch for Staff/Teacher buy back | 01-4300-1100 | 170.25 |
| Total Location | | | | 1,267.50 |
| Location Kynoch Elementary (17) | | | | |
| P15-01623 | EXPLORIT SCIENCE CENTER | Field Trip 11/12/14 | 01-5890-9010 | 1,242.00 |
| P15-01626 | MYERS-STEVENSON & CO INC | Field trip ins for 3rd gr. to Rosser's | 01-5890-9010 | 175.00 |
| P15-01631 | MYERS-STEVENSON & CO INC | Ins for field trip to Davis Labs. | 01-5890-9010 | 168.00 |
| P15-01633 | MYERS-STEVENSON & CO INC | Walking fieldtrip to Prestige Assisted living | 01-5890-9010 | 43.75 |
| P15-01672 | Follett School Solutions, Inc. | Open Court 2.1 - 2.2 | 01-4100-6300 | 138.03 |
| P15-01726 | PSYCHOLOGICAL CORPORATION CUSTOMER CARE DEPARTMENT | supplies | 01-4300-6500 | 165.01 |
| P15-01807 | AMAZON.COM | KYN iPad Cases | 01-4300-3010 | 1,329.56 |
| Total Location | | | | 3,261.35 |
| Location Linda Elementary (19) | | | | |
| P15-01611 | MCGRAW-HILL | special ed. classroom materials | 01-4300-0003 | 29.61 |
| P15-01632 | NATIONWIDE LEARNING, INC | 4th & 5th grades book publishing | 01-4300-9010 | 356.36 |
| P15-01699 | Bright Solutions for Dyslexia | special ed. classroom materials | 01-4300-6500 | 42.20 |
| P15-01774 | MYERS-STEVENSON & CO INC | Short Term Insurance for field trips | 01-5890-9010 | 526.75 |
| P15-01780 | GOVCONNECTION, INC. | Projector Filters | 01-4300-0003 | 626.51 |
| Total Location | | | | 1,581.43 |
| Location Lindhurst High (43) | | | | |
| P15-01604 | WOODWIND AND BRASSWIND | Sleigh | 01-4300-0003 | 121.45 |
| P15-01605 | SHEET MUSIC PLUS | Sleigh | 01-4300-0003 | 7.75 |
| P15-01606 | AMAZON.COM | Sleigh | 01-4300-0003 | 91.36 |
| P15-01607 | AMAZON.COM | Sleigh | 01-4300-0003 | 61.17 |
| P15-01615 | Monoprice | Rodriguez | 01-4300-0003 | 20.06 |
| P15-01616 | CALIFORNIA ASSN FFA | Cummins | 01-4300-7010 | 1,645.29 |
| P15-01617 | VALLEY TRUCK & TRACTOR CO | LHS/AG/ROGERS | 01-4300-7010 | 250.00 |
| P15-01618 | HUST BROTHERS INC | LHS AG | 01-4300-7010 | 250.00 |
| P15-01619 | LINDA SAW & MOWER | LHS AG | 01-4300-7010 | 250.00 |

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

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Nov 25 2014
4:36PM

ESCAPE

ONLINE

Page 5 of 12

Includes Purchase Orders dated 11/01/2014 - 11/30/2014 Board Meeting Date December 9, 2014

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|---|--|-------------------|----------------|
| Location Lindhurst High (43) (continued) | | | | |
| P15-01620 | BI-COUNTY IRRIGATION, INC | LHS AG | 01-4300-7010 | 500.00 |
| P15-01621 | WOODWIND AND BRASSWIND | Sleigh | 01-4300-0003 | 827.67 |
| P15-01627 | AMAZON.COM | Moreno/Ledford | 01-4300-0003 | 40.81 |
| P15-01650 | NATIONAL FFA CENTER | Ag | 01-4300-7010 | 600.00 |
| P15-01652 | HOME DEPOT | Drill | 01-4300-1100 | 250.00 |
| P15-01706 | MEDCO SUPPLY COMPANY | LHS Carl Perkins Sports Medicine | 01-4300-3550 | 6,606.77 |
| P15-01707 | NASCO | LHS Carl Perkins Sports Medicine | 01-4300-3550 | 479.10 |
| P15-01708 | THREE RIVERS CHAPTER AMERICAN RED CROSS | LHS Carl Perkins Sports Medicine | 01-4300-3550 | 519.44 |
| P15-01709 | SCHOOL HEALTH CORP. SPORTS HEALTH | LHS Carl Perkins Sports Medicine | 01-4300-3550 | 162.37 |
| P15-01711 | MJB WELDING SUPPLY | Rogers | 01-4300-9013 | 640.14 |
| P15-01712 | MJB WELDING SUPPLY | Rogers | 01-4300-9013 | 845.66 |
| P15-01728 | STEM Fuse, LLC | LHS ROP | 01-4300-6300 | 4,000.00 |
| P15-01740 | UNITED RENTALS | Athletics - West Campus Game Light Tower | 01-4300-9013 | 497.00 |
| P15-01781 | AMAZON.COM | Hayes | 01-5630-0000 | 188.94 |
| P15-01782 | UNITED RENTALS | Athletics - West Campus Game | 01-4200-0003 | 160.12 |
| P15-01791 | Monoprice | Ms. Amarel | 01-5630-0000 | 239.65 |
| P15-01792 | AMAZON.COM | Computer Lab Supplies | 01-4300-0003 | 45.72 |
| P15-01809 | HOUGHTON MIFFLIN/MCDUGAL | Avancemos! Supplemental Materials | 01-4300-0003 | 24.42 |
| P15-01812 | AMAZON.COM | Library Books | 01-4200-0003 | 2,017.10 |
| P15-01822 | GERLINGER STEEL | LHS Carl Perkins Shear | 01-4200-0003 | 904.16 |
| Total Location | | | 01-6491-3550 | 13,464.38 |
| | | | | 35,710.53 |
| Location Maintenance (63) | | | | |
| P15-01518 | RUSSELL SIGLER, INC. | MAINTENANCE/COVILLAUD RM A13 | 14-4410-0000 | 2,476.80 |
| P15-01609 | SLAKEY BROS | MAINTENANCE/LINDA SCHOOL RM 113 | 14-4410-0000 | 953.10 |
| P15-01684 | QUICK'S GLASS SERVICE INC | MAINTENANCE/MCKENNEY INTERMEDIATE GYM | 01-4300-8150 | 3,825.71 |
| P15-01686 | YUBA CITY SCRAP & STEEL | MAINTENANCE/LHS GATE | 01-4300-8150 | 2.79 |
| P15-01700 | J.W. WOOD COMPANY, INC | MAINTENANCE/ARBOGA | 01-4300-8150 | 167.82 |
| P15-01753 | FLETCHERS PLUMBING & CONTRACTING INC. | MAINTENANCE/MCKENNEY EMERGENCY REPAIR | 01-5642-8150 | 4,800.00 |
| P15-01754 | VERIZON WIRELESS | Phone for New Employee | 01-4300-8150 | 51.26 |

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

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Nov 25 2014
4:36PM

ESCAPE

ONLINE

Page 6 of 12

Includes Purchase Orders dated 11/01/2014 - 11/30/2014

Board Meeting Date December 9, 2014

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|--|--|-------------------|------------------|
| Location Marysville High (45) | | | | |
| Location Maintenance (63) (continued) | | | | |
| P15-01755 | FLETCHERS PLUMBING & CONTRACTING INC. | MAINTENANCE/MARYSVILLE HIGH SCHOOL | 01-5801-8150 | 971.00 |
| P15-01756 | FLETCHERS PLUMBING & CONTRACTING INC. | MAINTENANCE/FOOTHILL INTERMEDIATE SCHOOL | 01-5801-8150 | 300.00 |
| P15-01757 | FRENCH'S FLOOR FASHIONS | MAINTENANCE/ARBOGA SCHOOL | 01-5801-8150 | 113.00 |
| P15-01758 | SUN GRO HORTICULTURE | MAINTENANCE/EDEWATER/COVILLAUD PRESCHOOL | 01-4300-8150 | 6,495.09 |
| P15-01803 | YUBA CITY SCRAP & STEEL | MAINTENANCE/LHS | 01-4300-8150 | 133.21 |
| P15-01806 | TOWNSEND FENCING | MAINTENANCE/MCKENNEY SCHOOL | 01-5801-8150 | 675.00 |
| Total Location | | | | 20,964.78 |
| Location Marysville High (45) | | | | |
| P15-01639 | GOVCONNECTION, INC. | MHS Cabling | 01-4300-9013 | 11.21 |
| P15-01640 | NWN CORPORATION | MHS Projector Install Items | 01-4300-9013 | 151.58 |
| P15-01643 | GOVCONNECTION, INC. | MHS Printer Supplies | 01-4300-0004 | 167.24 |
| P15-01688 | NASCO | MHS Carl Perkins | 01-4300-3550 | 1,132.05 |
| P15-01785 | AMAZON.COM | ROP Yearbook | 01-4300-9013 | 67.70 |
| P15-01789 | SACRAMENTO COUNTY OFFICE OF ED ATTN: FINANCIAL SERVICE Christine Anderson training | | 01-5801-3010 | 8,800.00 |
| P15-01793 | CAPITOL PLYWOOD INC. | ROP Woodshop | 01-4300-9013 | 537.29 |
| P15-01794 | JORGENSEN SPORTS SERVICE | Athletic Officials | 01-5801-0000 | 3,488.00 |
| P15-01801 | GRAYSON BUSINESS COMPUTERS INC DBA: SIGNWAREHOUSE.(ROP Small Business | | 01-4300-9013 | 895.38 |
| Total Location | | | | 15,250.45 |
| Location McKenney Intermediate (37) | | | | |
| P15-01666 | Follett School Solutions, Inc. | High Point Basic for MCK | 01-4100-6300 | 185.44 |
| P15-01674 | Clair, Tajinder | OFFICIAL | 01-5801-9010 | 60.00 |
| P15-01675 | ROBERT DAMM | SPORTS OFFICIAL | 01-5801-9010 | 60.00 |
| P15-01677 | ROBERT SHELBY | SPORTS OFFICIAL | 01-5801-9010 | 60.00 |
| P15-01678 | JOHN WRIGHT | SPORTS OFFICIAL | 01-5801-9010 | 60.00 |
| P15-01714 | HEWLETT-PACKARD COMPANY | MCK Teacher Desktop tower | 01-4410-0003 | 733.29 |
| P15-01736 | SCHOLASTIC BOOK FAIRS | BOOK FAIR | 01-4200-9010 | 675.00 |
| P15-01738 | John Kornick | SPORTS OFFICIAL | 01-5801-9010 | 60.00 |
| P15-01739 | TROY BODEY | SPORTS OFFICIAL | 01-5801-9010 | 60.00 |
| P15-01804 | Jones School Supply Co., Inc. | MEDAL AWARDS | 01-4300-1100 | 217.29 |
| Total Location | | | | 2,171.02 |

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

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Nov 25 2014

4:36PM

ESCAPE

ONLINE

Page 7 of 12

| Includes Purchase Orders dated 11/01/2014 - 11/30/2014 | | | | Board Meeting Date December 9, 2014 | |
|--|---|---------------------------|-------------------|-------------------------------------|--|
| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount | |
| Location Nutrition Services (73) | | | | | |
| P15-01614 | Bay State Milling | DELIVER TO WAREHOUSE | 13-9325-5310 | 1,934.38 | |
| P15-01646 | SYSO FS OF SACRAMENTO INC. | JUICE ORDER | 13-9325-5310 | 4,752.00 | |
| P15-01719 | STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION | FOOD ORDER | 13-4716-5310 | 587.60 | |
| | | | 13-9325-5310 | 1,016.60 | |
| P15-01720 | S.A. PIAZZA & ASSOCIATES, LLC | FOOD ORDER | 13-9325-5310 | 4,514.40 | |
| P15-01721 | PRO PACIFIC FRESH | PRODUCE DELIVERIES (FFVP) | 13-4716-5370 | 3,000.00 | |
| P15-01722 | HEARTLAND AMERICA PAYMENTS DEPARTMENT | ANNUAL LICENSING | 13-5801-5310 | 116.00 | |
| P15-01723 | DARLENE WILLIAMSON | STUDENT REFUND | 13-5892-5310 | 74.55 | |
| P15-01724 | James Arey | STUDENT REFUND | 13-5892-5310 | 9.00 | |
| P15-01750 | CARGILL INC | FOOD ORDER | 13-9325-5310 | 4,380.80 | |
| P15-01751 | Erica McCauley | STUDENT REFUND | 13-5892-5310 | 51.00 | |
| P15-01752 | Karina Smith | STUDENT REFUND | 13-5892-5310 | 35.10 | |
| P15-01767 | Ramirez Farming | FOOD ORDER | 13-4716-5310 | 1,500.00 | |
| | | | 13-4716-5370 | 500.00 | |
| P15-01768 | LA TAPATIA TORTILLERIA, INC | CHIP ORDER | 13-9325-5310 | 370.50 | |
| P15-01770 | SYSO FS OF SACRAMENTO INC. | FOOD/ SUPPLY ORDER | 13-9325-5310 | 688.80 | |
| | | | 13-9326-5310 | 1,682.38 | |
| P15-01772 | GOLD STAR FOODS | FOOD ORDER | 13-9325-5310 | 2,591.18 | |
| P15-01821 | SYSO FS OF SACRAMENTO INC. | FOOD/SUPPLY ORDER | 13-9325-5310 | 734.80 | |
| | | | 13-9326-5310 | 225.20 | |
| Total Location | | | | 28,764.29 | |
| Location Olivehurst Elementary (25) | | | | | |
| P15-01625 | GOPHER SPORT | CLASSROOM MATERIALS | 01-4300-0004 | 3,546.77 | |
| P15-01725 | The Brick Coffee House Cafe | MEETING AND SUPPLIES | 01-4300-1100 | 234.00 | |
| Total Location | | | | 3,780.77 | |
| Location Print Shop (67) | | | | | |
| P15-01681 | THE TREE HOUSE | Print Shop | 01-4300-0000 | 1,348.61 | |
| Location Pupil Services (202) | | | | | |
| P15-01716 | PEARSON CUSTOMER SERVICE | Online Scoring | 01-4300-6500 | 35.00 | |

Includes Purchase Orders dated 11/01/2014 - 11/30/2014

Board Meeting Date December 9, 2014

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|--|---|-------------------|------------------|
| Location Pupil Services (202) (continued) | | | | |
| P15-01717 | Kevin Carroll | Travel to NPS for parent | 01-5870-6500 | 666.22 |
| P15-01743 | PRO-ACT, INC. | Pupil Services | 01-4300-0000 | 139.75 |
| P15-01771 | VERIZON WIRELESS | New Phone for Sheryl Lawrie 530.682.9433 | 01-4300-6500 | 94.99 |
| P15-01795 | SUPER DUPER PUBLICATIONS DEPT SD 2004 | Lauren Merrill Speech | 01-4300-6500 | 123.46 |
| P15-01796 | LINGUISYSTEMS | Lauren Merrill Speech | 01-4300-6500 | 150.23 |
| | | Total Location | | 1,209.65 |
| Location Purchasing (104) | | | | |
| P15-01731 | PITNEY BOWES INC | Mailroom Equipment | 01-6500-0000 | 15,718.65 |
| P15-01773 | EGP Business Solutions | W-2 Forms | 01-4300-0000 | 476.16 |
| | | Total Location | | 16,194.81 |
| Location South Lindhurst (47) | | | | |
| P15-01734 | NATIONAL FFA ORGANIZATION ATTN: CUSTOMER SERVICE | FFA | 01-4300-7010 | 137.63 |
| P15-01742 | Trophy Depot | Medals | 01-4300-0000 | 149.27 |
| | | Total Location | | 286.90 |
| Location Superintendent (101) | | | | |
| P15-01703 | NWN CORPORATION | Supt Color Printer | 01-4300-0000 | 883.70 |
| Location Technology (102) | | | | |
| P15-01602 | AssetGenie, Inc., dba AG iRepair | Chromebook Screen Repair | 01-5641-1100 | 129.00 |
| P15-01695 | VERIZON WIRELESS | New Phone for Andrea Morse 682-7055 | 01-4300-6500 | 94.99 |
| P15-01715 | APPLE COMPUTER INC | Technology MacBook Pro | 01-4410-0000 | 3,039.43 |
| P15-01818 | Survey Monkey, Inc. | Survey Monkey Annual Subsc - Tech Ruda Nelson | 01-5801-0000 | 780.00 |
| | | Total Location | | 4,043.42 |
| Location Transportation (69) | | | | |
| P15-01603 | LAKEVIEW PETROLEUM | TRANSPORTATION | 01-4361-0230 | 75,000.00 |
| P15-01610 | MISSION LINEN & UNIFORM | SHOP SUPPLIES | 01-4300-0230 | 394.53 |
| P15-01649 | FOOTHILL FIRE PROTECTION DIST | TRANS | 01-5630-0230 | 500.00 |
| P15-01667 | Progressive Medical Internat | SPECIAL NEEDS EQUIPMENT | 01-4300-0240 | 1,835.66 |
| P15-01669 | SIERRA HEALTH CARE CENTER | TRANSPORTATION/SPECIAL ED | 01-4300-0240 | 50.00 |
| P15-01679 | NASCO | SPECIAL NEEDS EQUIPMENT | 01-4300-0240 | 1,049.76 |
| P15-01769 | NASCO | SPECIAL NEEDS EQUIPMENT | 01-4300-0240 | 1,845.02 |

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

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Nov 25 2014
4:36PM

ESCAPE

ONLINE

Page 9 of 12

Includes Purchase Orders dated 11/01/2014 - 11/30/2014

Board Meeting Date December 9, 2014

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|---|---|-------------------------------|-------------------|-------------------|
| Location Transportation (69) (continued) | | | | |
| P15-01797 | AMERICAN RED CROSS C/O TELETECH | CPR TRAINING | 01-4300-0240 | 605.89 |
| P15-01802 | NATOMAS TOWING | TRANSPORTATION/REPAIRS | 01-5641-0230 | 538.00 |
| P15-01805 | HOLT OF CALIFORNIA | TRANSPORTATION/PARTS | 01-4364-0230 | 2,000.00 |
| Total Location | | | | 83,818.86 |
| Location Warehouse (71) | | | | |
| P15-01705 | HILLYARD - SACRAMENTO | Warehouse Stock 2014-15 S.Y. | 01-9320-0000 | 3,006.25 |
| P15-01744 | SAC VAL JANITORIAL SALES & SERVICES, INC. | Warehouse Stock 14-15 S.Y. | 01-9320-0000 | 279.93 |
| P15-01745 | SOUTHWEST SCHOOL & OFFICE SUPPLY | Warehouse Stock 14-15 S.Y. | 01-9320-0000 | 1,457.70 |
| P15-01746 | CANNON SPORTS INC. | Warehouse Stock 14-15 S.Y. | 01-9320-0000 | 180.60 |
| P15-01747 | US GAMES | Warehouse Stock 14-15 S.Y. | 01-9320-0000 | 321.86 |
| P15-01819 | J.C. NELSON SUPPLY COMPANY | Warehouse Stock 14-15 S.Y. | 01-9320-0000 | 758.52 |
| P15-01820 | MOHINDER SPORT INC | Warehouse Stock 14-15 S.Y. | 01-9320-0000 | 320.89 |
| Total Location | | | | 6,325.75 |
| Location Yuba Feather K-6 (29) | | | | |
| P15-01697 | WAL-MART COMMUNITY BRC | YUBA FEATHER SCHOOL | 01-4300-6500 | 100.00 |
| P15-01713 | SPELLING CITY | Yuba Feather School | 01-5801-0003 | 263.25 |
| Total Location | | | | 363.25 |
| Location Yuba Gardens Intermediate (39) | | | | |
| P15-01641 | HEWLETT-PACKARD COMPANY | YGS Teacher CPU | 01-4300-0003 | 733.29 |
| P15-01655 | GOPHER SPORT | YLST/GATES | 01-4300-0004 | 827.47 |
| P15-01776 | Today's Classroom | SBOLE/GATES | 01-4300-1100 | 969.16 |
| P15-01777 | HEWLETT-PACKARD COMPANY | YGS Student Desktop Computers | 01-4410-0003 | 1,775.58 |
| P15-01778 | NWN CORPORATION | YGS Classroom Printer | 01-4300-0003 | 247.39 |
| P15-01779 | APPLE COMPUTER INC | YGS iPads & Accessories | 01-4300-0003 | 1,421.55 |
| P15-01787 | CLOSE LUMBER | ROE/GATES | 01-4300-0003 | 134.85 |
| Total Location | | | | 6,109.29 |
| Total Number of POs | | | | 220 |
| Total | | | | 439,749.33 |

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

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Nov 25 2014
4:36PM

ESCAPE

ONLINE

Page 10 of 12

45

Fund Recap

| Fund | Description | PO Count | Amount |
|-------|-------------|----------|------------|
| 01 | Gen Fund | 180 | 391,812.74 |
| 09 | Chtr Schs | 12 | 11,705.00 |
| 12 | Child Dev | 7 | 2,541.39 |
| 13 | Cafeteria | 16 | 28,764.29 |
| 14 | Def Maint | 2 | 3,429.90 |
| 25 | Cap Fac | 3 | 1,496.01 |
| Total | | | 439,749.33 |

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

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Nov 25 2014

4:36PM

46

PO Changes

| | New PO Amount | Fund/ Object | Description | Change Amount |
|------------------|---------------|-----------------|----------------------|---------------|
| P15-00088 | 3,600.00 | 01-4300 | Gen Fund/Mat&Suppli | 600.00 |
| P15-00115 | 6,000.00 | 01-4300 | Gen Fund/Mat&Suppli | 1,000.00 |
| P15-00204 | 10,800.00 | 01-4364 | Gen Fund/Tools/Part | 1,200.00 |
| P15-00219 | 5,000.00 | 01-4364 | Gen Fund/Tools/Part | 1,000.00 |
| P15-00413 | 24,000.00 | 01-4363 | Gen Fund/Tires&Tube | 8,000.00 |
| P15-00580 | 79,200.00 | 01-5801 | Gen Fund/Contracts | 19,800.00 |
| P15-00633 | 1,500.00 | 01-4300 | Gen Fund/Mat&Suppli | 750.00 |
| P15-00853 | 25,000.00 | 09-5801 | Chtr Schs/Contracts | 15,000.00 |
| P15-00860 | 320.00 | 01-4300 | Gen Fund/Mat&Suppli | 120.00 |
| P15-00903 | 1,000.00 | 01-4300 | Gen Fund/Mat&Suppli | 300.00 |
| P15-00949 | 955.00 | 09-4300 | Chtr Schs/Mat&Suppli | 218.50 |
| P15-00951 | 2,500.00 | 01-4300 | Gen Fund/Mat&Suppli | 500.00 |
| P15-00957 | 606.78 | 09-4300 | Chtr Schs/Mat&Suppli | 100.00 |
| P15-00986 | 1,000.00 | 01-4300 | Gen Fund/Mat&Suppli | 200.00 |
| P15-01004 | 11,170.00 | 09-5801 | Chtr Schs/Contracts | 4,100.00 |
| P15-01131 | 2,032.00 | 01-5801 | Gen Fund/Contracts | 517.00 |
| P15-01186 | 174.04 | 01-4300 | Gen Fund/Mat&Suppli | 35.65 |
| P15-01189 | 948.80 | 01-4300 | Gen Fund/Mat&Suppli | 14.99- |
| P15-01408 | 78,750.00 | 25-5801 | Cap Fac/Contracts | 4,500.00 |
| Total PO Changes | | | | 57,926.16 |

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
1919 B STREET – MARYSVILLE, CA 95901



ARCHITECTURAL SERVICES AGREEMENT

Master Agreement

Williams + Paddon Architects + Planners, Inc.

This ARCHITECTURAL SERVICES AGREEMENT, hereinafter referred to as "AGREEMENT", is made and entered into this 9th day of December in the year 2014 between **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "DISTRICT", and **WILLIAMS + PADDON ARCHITECTS + PLANNERS, INC.**, a California Corporation, hereinafter referred to as "ARCHITECT."

The District and Architect agree that the Master Agreement will be a singular document and each project thereafter will be described and authorized by an individual "Project Authorization for Professional Services" (PA) (See Appendix A for a sample PA).

DISTRICT will require various professional services related to:

1. Planning, programming, design, and construction administration of school and district support facilities for development on sites as determined by the DISTRICT; including re-use of plans;
2. Renovation, rehabilitation, demolition, reconstruction, modernization, and additions to facilities at various sites as determined by the DISTRICT;
3. Investigation, study, selection, and planning of future school sites and related facilities;
4. Educational specifications and programming of existing and future facilities; and,
5. General consulting, professional opinion statements, and other work as authorized by the DISTRICT.

The DISTRICT is desirous of retaining the Architect to perform such professional services on selected projects (each hereinafter referred to as the "Project") as requested and authorized by a specific Project Authorization prepared and submitted by the Architect for approval by the DISTRICT (each hereinafter referred to as the "PA"); the Architect is willing to provide such professional services for the DISTRICT as may be specified by a PA; and the Architect is fully licensed to provide architectural services in conformity with the laws of the State of California.

Now, therefore, the District and Architect agree as follows:

ARTICLE I. PROJECT DESCRIPTION/SCOPE OF WORK

- A. The District shall authorize the Architect to proceed on each Project with a written PA which:
 1. Provides a description of the type, size and scope of the Project;
 2. States the Project Budget, if determined at this time;
 3. Specifies the Basic Services and/or Additional Services required of the Architect, including Consultant use;
 4. States method and/or amount of compensation to be paid the Architect for its services;
 5. States the Project Schedule, if determined at this time; and
 6. Indicates additional or special provisions related to the Project and/or modifications to the Agreement that may pertain to the Project.
- B. PA when signed by the District and the Architect, and approved by the District Board of Trustees, shall become an effective and integral part of this Agreement with each and all of the provisions of one such document applying to the other as to the applicable Project, except as specifically modified or set forth to the contrary in the PA
- C. The size of the Project and the type and quality of construction are dependent upon the funds available for the Project. The Architect will exercise his best judgment in determining the balance between the size of the Project, the type of construction, and the quality of construction to achieve a satisfactory solution within budget limitations.

ARTICLE II ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles III and IV of this AGREEMENT, and as further required by Title 24 of the California Code of Regulations.
2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care, in a manner consistent with the degree of care and skill usually exercised by architects in the same or similar community, and in a manner consistent with the orderly progress of the work. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT. Any delays in ARCHITECT's work because of the actions of the DISTRICT or its employees, those in direct contractual relationship with DISTRICT, by a governmental agency having jurisdiction over the PROJECT, or by an act of God or other unforeseen occurrence, not due to any fault or negligence on the part of ARCHITECT, shall be added to the time for completion of any obligations of ARCHITECT. Neither party shall be liable for damage to the other on account of such delays.

ARTICLE III SCOPE OF ARCHITECT'S BASIC SERVICES

1. The ARCHITECT's basic services consist of those described in this Article, and include structural, civil, landscaping, mechanical and electrical engineering services and other engineering services, mutually agreed to, and necessary to produce a reasonably complete and accurate set of Construction Documents as described in Paragraphs 4, 6-7, and 9-11. Individual PA's may, upon agreement of both parties, include additional consultants. The additional consultants will be an extra cost if so agreed to in writing by both parties.
2. The ARCHITECT shall ascertain the DISTRICT'S needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the PROJECT.
3. The ARCHITECT shall provide a written summary of the DISTRICT's PROJECT, schedule progress, anticipated funding and construction budget requirements, each in terms of the other, subject to the limitations set forth in Article VI. Such evaluation may include alternative approaches to design and construction of the PROJECT, as requested by the DISTRICT.

ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT'S approval. ARCHITECT shall require that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

4. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. ARCHITECT shall use due care to provide that these documents shall comply with applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted during the project and which are applicable to these documents as determined by the scheduled date for the DSA submittal of project documents. Approval by the DISTRICT shall be deemed to be approval of the concept though not the means, techniques or particular material recommended by the ARCHITECT. The ARCHITECT shall prepare for the DISTRICT's use "2A" and "3A" drawings of the buildings as defined by the Office of Public School Construction and shall assist with preparation of the forms required by the Office of Public School Construction to submit to the State Allocation Board for a School Facilities

Program - Facility Renovation/Modernization or New Construction Grant.

5. The ARCHITECT shall provide the necessary and reasonably complete sets of Schematic Design Documents for DISTRICT review and approval.
6. The ARCHITECT shall submit to the DISTRICT a written preliminary estimate of the Construction Cost and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. The initial estimate and PROJECT budget will be based on commonly accepted industry estimating techniques for school districts.
7. Based on the approved Schematic Design Documents and any adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Design Development Documents consisting of drawings and other documents to describe the size and character of the PROJECT as to architectural, structural, mechanical, civil and electrical systems, materials, and such other elements as may be appropriate.
8. The ARCHITECT shall provide the necessary and reasonably complete sets of Design Development Documents for DISTRICT review and approval.
9. Based on the approved Design Development Documents, and any further adjustments in the scope or quality of the PROJECT or in the construction budget authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the PROJECT.
10. The ARCHITECT shall provide the necessary and reasonably complete sets of Construction Documents for DISTRICT review and approval. The completeness of the plans will be defined as the normal development of the documents at this stage of the process, understanding that the documents will not be considered complete until bid-ready.
11. The ARCHITECT, if requested to do so, shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions (collectively referred to herein as "Construction Contract Documents"). ALL SUCH CONSTRUCTION CONTRACT DOCUMENTS MAY BE REVIEWED, AT DISTRICTS OPTION, BY THE DISTRICT'S ATTORNEYS PRIOR TO PUBLICATION, AT DISTRICT EXPENSE. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating and air conditioning and other systems installed by the Contractor, shall be part of the bid documents prepared by the ARCHITECT.
12. The ARCHITECT shall provide the necessary complete sets of Construction Contract Documents (as well as any Computer-aided Design, or "CAD", drawings) for DISTRICT and consultant use.
13. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the PROJECT, in compliance with the Public Contract Code.
14. The ARCHITECT, if requested to do so, shall assist the DISTRICT in pre-qualifying bidders.
15. If the lowest bid exceeds the budget for the PROJECT, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within 10% of the estimated budget.
16. The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the PROJECT with the DISTRICT's assistance. The DISTRICT shall reimburse the

- ARCHITECT or pay all fees required by such governmental authorities. Such governmental agencies include, but are not limited to: Office of Public School Construction; Division of the State Architect, Office of Regulation Services; State of California Department of Education, Local Fire Department, School Facilities Planning; Yuba County Department of Environmental Health, and the city or county having jurisdiction for the off-site approvals. The DISTRICT shall file the funding applications, if any, with the Office of Public School Construction, and ARCHITECT shall assist District with the process, at no extra cost.
17. Any defective designs or specifications furnished by the ARCHITECT shall be promptly corrected by the ARCHITECT at no cost to the DISTRICT. The DISTRICT'S approval, acceptance, use of or payment for all or any part of the ARCHITECT's services hereunder or the PROJECT itself shall in no way diminish or limit the ARCHITECT's obligations and liabilities or the DISTRICT's rights.
 18. The ARCHITECT's responsibility to provide services for the construction administration of the PROJECT commences with the awarding of any construction contract and terminates at the later of the issuance to the DISTRICT of the final certificate for payment to all Contractors, issuance of a certificate of occupancy, or sixty (60) days after the recording of a Notice of Completion with the County Recorder, unless extended under the terms of Paragraph E6 of Article X.
 19. The ARCHITECT shall provide administration of the construction contract as set forth below. The ARCHITECT shall assist the DISTRICT in coordination of construction performed by separate contractors or by the DISTRICT's own employees.
 20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.
 21. The ARCHITECT shall advise and consult with the DISTRICT during construction. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT and the Project General and Supplemental Conditions, unless otherwise modified in writing.
 22. The ARCHITECT shall, at request of DISTRICT, conduct a pre-construction meeting with all interested parties, at no additional cost to the District.
 23. The ARCHITECT shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The ARCHITECT shall attend all construction progress meetings in conjunction with or in addition to visiting the site in satisfaction of other responsibilities. The ARCHITECT shall use reasonable care to guard the DISTRICT against defects and deficiencies in the work and the Contractor's failure to carry out the work in accordance with the Construction Documents and the construction schedule. However, the ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quality of the Work. On the basis of the site visits, the ARCHITECT shall keep the DISTRICT reasonably informed, in writing, about the progress and quality of the portion of the Work completed, and shall promptly report to the DISTRICT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
 24. The ARCHITECT shall also advise the DISTRICT of any apparent deficiencies in construction following the acceptance of the work by the DISTRICT and prior to the expiration of the guarantee period of the PROJECT.
 25. The ARCHITECT shall have access to the work at all times.

26. The ARCHITECT shall attend construction meetings and provide written reports to the DISTRICT after each construction meeting to keep the DISTRICT informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work, as agreed between DISTRICT and ARCHITECT in writing.
27. The ARCHITECT shall make formal presentations to the Governing Board of DISTRICT, as requested by DISTRICT.
28. The ARCHITECT shall review and certify the amounts due to the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations at the site as provided in Paragraph 23 of this Article, that the work has progressed to the point indicated, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.
29. The ARCHITECT, in consultation with the DISTRICT, shall recommend rejection of work which does not conform to the Construction Documents. The ARCHITECT, in consultation with the DISTRICT, has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether or not such work is fabricated, installed or completed.
30. The ARCHITECT shall review and approve or take other appropriate action in the manner prescribed in the Construction Documents upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for substantive conformance with the Construction Documents. The ARCHITECT's action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review. When certification of performance characteristics of materials, systems or equipment is required by the Construction Documents, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Construction Documents.
31. The ARCHITECT, in consultation with the DISTRICT, shall prepare change orders with supporting documentation and data for the DISTRICT's approval and execution in accordance with the Construction Documents, and, in consultation with the DISTRICT, may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.
32. The ARCHITECT shall observe and review the PROJECT to determine the date or dates of substantial completion and the date of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon compliance with the requirements of the Construction Documents.
33. After determining the Project is substantially complete, the ARCHITECT shall inspect and review the Project and provide the DISTRICT and Contractor a written list of all known deficiencies, including minor items ("punch-list items"). The ARCHITECT in consultation with the I.O.R. shall notify the Contractor in writing that all deficiencies and punch list items must be corrected prior to acceptance of the Project.
34. The ARCHITECT shall evaluate the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.
35. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor. The DISTRICT reserves the right to approve or disapprove all substitutions.

36. The ARCHITECT shall evaluate and render written recommendations as described in the Construction Documents on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Construction Documents.
37. The ARCHITECT shall assist the DISTRICT in gathering information, preparing and processing forms required by the governing authorities having jurisdiction over the PROJECT, including but not limited to the Office of Public School Construction; the Division of the State Architect; State of California Department of Education, School Facilities Planning; and Yuba County Department of Environmental Health, in a timely manner and ensure proper PROJECT closeout.
38. The ARCHITECT shall use due professional care to comply with federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT's PROJECT.
39. The ARCHITECT shall provide interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment, at the request of DISTRICT as an additional service.
40. Prior to the commencement of construction work, the ARCHITECT shall assist in-submitting the required forms to the governing authorities having jurisdiction over the PROJECT, in order to obtain approval of the DISTRICT's Project Inspector, as required by Title 24 of the California Code of Regulations.
41. The ARCHITECT shall provide general direction of the work of the DISTRICT's Project Inspector, as required by Title 24 of the California Code of Regulations.
42. The ARCHITECT and the ARCHITECT's consultants shall submit verified reports to the Division of the State Architect and other oversight agencies, as required by Title 24 of the California Code of Regulations. The ARCHITECT shall also require that the Contractor(s) and Inspector(s) submit verified reports to the governing authorities having jurisdiction over the PROJECT, as required by Title 24 of the California Code of Regulations.
43. The ARCHITECT shall provide final sets of Construction Documents, including but not limited to execute architectural and construction contracts, drawings, specifications, progress payment applications, approved shop drawings, and change orders, complete with all required professional and governmental seals and approval stamps, to the DISTRICT, upon completion of the Construction Phase. The ARCHITECT shall also submit one copy of drawings, specifications, including drawings and specifications issued as addenda or change orders and construction photos if taken in an electronic media format approved by the Office of Public School Construction on CD-ROM disks.
44. Prior to Construction Phase, ARCHITECT shall review and approve all Construction Documents. ARCHITECT shall use due professional care to provide that Construction Documents comply with applicable laws, statutes, ordinances, codes, rules and regulations currently existing as amended, enacted, issued adopted prior to project submittal to DSA which are applicable to these documents. ARCHITECT shall provide that the Construction Documents set forth in detail the requirements for construction of the PROJECT, and that the Construction Documents are proper for use in the construction of the PROJECT.
45. ARCHITECT shall copy DISTRICT on any and all correspondence relating to the PROJECT.
46. The ARCHITECT shall coordinate the delivery from the G.C. of all appropriate written warranties, guarantees, books, diagrams, record drawings ("as-builts as provided by the G.C."), and any other materials required from the contractors and subcontractors.

47. The ARCHITECT shall assist the DISTRICT in preparing the Notice of Completion.
48. Quality Assurance: The ARCHITECT shall utilize an in-house Quality Assurance review process on every project prior to bid so that the documents are reasonably complete, thorough and coordinated to the architect's standard level of care. The DISTRICT may elect to also utilize a Quality Assurance review process with another firm or vendor. The ARCHITECT agrees to cooperate with the other firm or vendor in the review process. The additional cost of the other firm or vendor will be the responsibility of the DISTRICT. However, the DISTRICT may negotiate, in advance, a fee credit representing any corresponding workload reduction to the ARCHITECT.
49. Computer Graphics: The Architect shall provide graphic representations and presentations of all major projects to the school district. As determined by the District, this may include 3- dimensional modeling, colored renderings and other graphic materials necessary to fully define and present the project to the school board, community and others. The ARCHITECT shall also provide the DISTRICT with any Computer-aided Design, or "CAD", drawings for all projects.
50. CHPS:

The Architect, or Engineer, shall attend at least (4) Collaborative for High Performance Schools ("CHPS") coordination meetings, and shall provide assistance to the District, or its consultants, in all phases of the Project.

The Architect, or Engineer, shall observe CHPS related construction activities, maintain the CHPS Scorecard, and immediately notify the District of any potential CHPS Scorecard modifications. At construction completion, the Architect, or Engineer, shall submit the signed final CHPS Scorecard and required supporting documents.

ARTICLE IV ADDITIONAL ARCHITECT'S SERVICES

1. The ARCHITECT shall be given additional compensation for the services described in Article IV.
2. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be subject to prior DISTRICT written approval and approval by the Governing Board of the DISTRICT. Such services shall include:
 - A. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents or inconsistent with written approvals or instructions previously given by the DISTRICT and are due to causes beyond the control of ARCHITECT.
 - B. Providing services required because of significant changes in the PROJECT including, but not limited to, size, quality, complexity, or the DISTRICT's schedule, except for services required under Article VI, Paragraph 11, and except where the ARCHITECT's fee for ARCHITECT's services is based on a percentage of the construction cost and such changes will result in a significant increase in the Construction Cost.
 - C. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT, which are not the result of the direct or indirect negligence, errors or omissions on the part of the ARCHITECT.

- D. Preparing drawings, specifications or change orders required because existing conditions, such as deterioration or construction which does not comply with the applicable laws, codes and/or regulations, is discovered in the DISTRICT's building(s) at which the PROJECT shall be undertaken, and which is not covered by the Construction Documents, except for services required under Article VI, Paragraph 11, and except where the ARCHITECT's fee for ARCHITECT's services is based on a percentage of the construction cost and such changes will result in a significant increase in the Construction Cost. The ARCHITECT shall prepare and submit to the Division of the State Architect a change order, or a separate set of drawings and specifications, detailing and specifying the required work. The work covered by such change order or drawings and specifications shall not proceed until preliminary written approval is obtained by the Division of the State Architect.
 - E. Preparing a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
 - F. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
 - G. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the Construction Documents including delays in completion which result in documented additional ARCHITECTS time and which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.
 - H. Serving as an expert witness in connection with arbitration, mediation or other legal proceeding, except where the ARCHITECT is a party thereto.
 - I. Providing services in connection with the work of consultants retained by the DISTRICT.
 - J. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
 - K. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT. ARCHITECT waives any right or claim to liquidated damages.
 - L. If directed by the DISTRICT, the employment of special consultants including any and all consultants not identified in Article III, paragraph 1.
 - M. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.
3. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described in Article III. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be compensated as follows: negotiated fee and subject to prior written approval by DISTRICT.

ARTICLE V DISTRICT RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria as well as programmatic information as needed to adequately define the project (Educational Specification). The DISTRICT shall also provide as-built drawings if available to the ARCHITECT for all buildings at which the PROJECT shall be undertaken. If the DISTRICT does not have the as-built drawings, the ARCHITECT shall obtain record drawings from the Division of the State Architect. The DISTRICT shall either reimburse the ARCHITECT for ARCHITECT's payment to the Division of the State Architect for obtaining such drawings or make the payment itself.
2. The DISTRICT will prepare a current overall budget for the PROJECT, including the Construction Cost, and a contingency, if any.
3. The DISTRICT shall appoint one primary and one alternate designated representative(s) authorized to act on the DISTRICT's behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT.
4. The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT.
5. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities hereunder and under Title 21, Title 24, and the Field Act, and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
6. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.
7. The DISTRICT shall furnish the services of an Independent Project Inspector. The Project Inspector shall be satisfactory to the ARCHITECT or structural engineer of record, as required by Title 24 of the California Code of Regulations. The ARCHITECT shall submit the appropriate forms to the Division of the State Architect in order to obtain approval of such Project Inspector, as required by Title 24 of the California Code of Regulations.
8. The DISTRICT shall furnish a certified survey of the building site with full information regarding existing structures, rights, zoning and other restrictions, easements, boundaries and contours of the building site and also with respect to sewer, water, gas and electrical services. The DISTRICT shall pay for any borings, test pits and other tests and geotechnical and geohazards reports, if required, for design and engineering.
9. The DISTRICT shall typically provide:
 - A. Environmental investigation, studies and reports required to meet CEQA requirements.
 - B. Legal advice and services required for the project, if authorized by the District, and not related to legal advice and services for the benefit of the Architect and/or

- consultants.
- C. SWPPP services if not provided in the construction documents.
- D. CDE site approval including DTSC clearance(s).

ARTICLE VI COST OF CONSTRUCTION

1. The Construction Cost shall be the total cost or estimated cost to the DISTRICT of all elements of the PROJECT as designed or specified by the ARCHITECT.
2. During the Schematic Design, Design Development and Construction Document phases, Construction Cost shall be determined by the DISTRICT's budget for the PROJECT.
3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.
4. During the bidding phase, Construction Cost shall be determined by the lowest responsible bid.
5. During construction, Construction Cost shall be determined by the contract sum or as amended by any additive change orders approved by the DISTRICT.
6. Construction Cost does not include the compensation of the ARCHITECT and ARCHITECT's consultants, or other costs which are the responsibility of the DISTRICT. (including, by example, agency fees, testing and inspections, furniture and equipment not included within the project documents, contingencies and other non-construction costs).
7. The ARCHITECT's evaluations of the DISTRICT's PROJECT budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, represent the ARCHITECT's best judgment as a professional familiar with the construction industry.
8. A fixed limit of Construction Cost shall not be established as a condition of this AGREEMENT by the furnishing, proposal or establishment of a PROJECT budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.
9. Any PROJECT budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.
10. If the lowest bid received exceeds the fixed limit plus 10% of the Construction Cost (adjusted as provided in paragraph 9), the DISTRICT shall:
 - A. Give written approval of an increase of such fixed limit;
 - B. Authorize rebidding of the PROJECT within a reasonable time;
 - C. If the PROJECT is abandoned, terminate it in accordance with Article IX, Paragraph 3; or
 - D. Cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.
11. If the DISTRICT chooses to proceed under Paragraph 10(D), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the construction budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the budget set forth in this AGREEMENT.

ARTICLE VII ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article III shall be prepared on a square foot/unit costs basis, or more detailed computation if deemed necessary by the ARCHITECT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

If redesign to within 10% of final estimate does not appear practical based on review of the bids, the architect and district shall review the scope and estimate in relationship to the bid to determine specific areas that can be adjusted. Based on this analysis, modifications necessary to reduce the costs to meet budget shall be mutually agreed to by both parties.

2. The ARCHITECT shall review the estimate at each phase of his/her services. If such estimates are in excess of the PROJECT budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization. Scope changes directed by DISTRICT will require estimate adjustments to reflect addition of work.
3. As estimates often do not take into account last minute additions or modifications to scope, including during addendum periods, the final estimate at bid time is subject to adjustment to reflect these changes.

ARTICLE VIII ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. DISTRICT acknowledges that the ARCHITECT'S Construction Documents and Record Documents, including electronic files, are instruments of professional service. Nonetheless, the plans, specifications, estimates, programs, reports, models, Computer-aided design ("CAD") drawings and other material prepared by or on behalf of ARCHITECT under this Agreement (collectively the "Documents") shall be and remain the property of DISTRICT, except for any drawing details or specifications that are an integral part of ARCHITECT'S general detail library and/or office specifications, pursuant to Section 17316 of the Education Code, whether the Project is completed or not. All Documents shall be delivered to DISTRICT on the earlier of (1) thirty (30) days after final completion date of the Project and after final payment by DISTRICT has been received, or (2) the date of termination of this Agreement for any reason prior to final completion of the Project and after payment by DISTRICT of any sums due has been received, except that, in the event of a default termination by DISTRICT of ARCHITECT, the Documents shall be delivered by ARCHITECT to DISTRICT upon DISTRICT'S demand. The Documents may be reproduced and/or used by DISTRICT and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes DISTRICT may deem advisable in connection with completion and maintenance of, and additions, modifications to, or modernizations of the Project, without further employment of or payment of any compensation to ARCHITECT; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances DISTRICT uses, or engages the services of and directs another ARCHITECT to use, the Documents to complete the Project, DISTRICT agrees to release ARCHITECT from any responsibility for the conformance of the incomplete portions of the Project to the Documents and to hold ARCHITECT harmless from any and all liability, costs, and expenses (including reasonable legal fees and disbursements), relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of ARCHITECT, or anyone for whose acts it is responsible.
2. In addition to the rights to use and re-use the Documents as set forth in this Article 18, DISTRICT shall be permitted to authorize the Contractor or any construction subcontractor, equipment supplier or material supplier to use and reproduce, to the fullest extent necessary, applicable portions of the

Documents appropriate to and for use in their work.

3. In the event DISTRICT ever desires to construct all or part of another wholly unrelated Project which would be essentially identical in design to the Project that is the subject of this Agreement, ARCHITECT agrees to permit re-use of its design and the corresponding contract documents, subject to payment to ARCHITECT of a fair and reasonable re-use fee.
4. Any re-use of the Documents by DISTRICT shall be at DISTRICT'S sole risk and without liability to ARCHITECT. DISTRICT agrees to indemnify and hold harmless ARCHITECT and/or its employees against any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from the unauthorized re-use or modification of the Documents. Submission or distribution of the Documents to meet official regulatory requirements or for similar purposes does not constitute an unauthorized re-use of the Documents.
5. ARCHITECT shall not re-use the Documents without the prior written consent of DISTRICT. Any unauthorized re-use of the Documents by ARCHITECT shall be at ARCHITECT'S sole risk and without liability to DISTRICT. ARCHITECT agrees to indemnify and hold harmless DISTRICT against any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from the unauthorized re-use of the Documents.
6. Since the Office of Public School Construction requires that submittal of Construction Documents be made in an electronic format, (AutoCAD 14, Microsoft Word on a "zip-drive disk"), the ARCHITECT shall also submit to the DISTRICT one (1) CD-ROM copy of the submittal and another at the completion of the PROJECT, with all revisions, updates and record data. The CD-ROM copies of the submittals provided to the DISTRICT and all information contained therein shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316.

ARTICLE IX TERMINATION

1. This AGREEMENT may be terminated without cause by the DISTRICT upon not less than ten (10) days written notice to the ARCHITECT. This AGREEMENT may be terminated by either party upon not less than ten (10) days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
2. If the PROJECT is suspended by the DISTRICT for more than ninety (90) consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the ARCHITECT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT's services. The PROJECT shall not be considered suspended during the time period that the PROJECT and/or PROJECT Documents, including but not limited to all forms, applications, drawings and/or specifications, are being considered by the governing authorities having jurisdiction over the PROJECT, including but not limited to the Office of Public School Construction and the Division of the State Architect.
3. If the DISTRICT abandons the PROJECT for more than ninety (90) consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this AGREEMENT by giving not less than ten (10) days written notice to the DISTRICT. The PROJECT shall not be considered abandoned during the time period that the PROJECT and/or PROJECT Documents, including but not limited to all forms, applications, drawings and/or specifications, are being considered by the governing authorities having jurisdiction over the PROJECT, including but not limited to the Office of Public School Construction and the Division of the State Architect.
4. The DISTRICT's failure to make payments to the ARCHITECT in accordance with this

AGREEMENT shall be considered substantial nonperformance and cause for termination by the ARCHITECT.

5. Insolvency of the ARCHITECT shall be considered substantial nonperformance and cause for termination by the DISTRICT.
6. In the event the DISTRICT fails to make timely payment, and after supplying all supporting documents requested by the District, the ARCHITECT may, upon thirty (30) days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the ARCHITECT within thirty (30) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
7. In the event of termination not due to the fault of ARCHITECT, the ARCHITECT shall be compensated for services satisfactorily performed up until the date of notice of termination, plus any reimbursable expenses then due.
8. The DISTRICT and ARCHITECT agree that if the DISTRICT does not receive State funding for the PROJECT, the DISTRICT may terminate this AGREEMENT and neither party shall have any obligations whatsoever to the other party under this Agreement.

ARTICLE X COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT in one of the following methods:

- A. For designated services, as described in the PA, compensation shall be computed by one or more of the following methods for the particular services determined in advance by the ARCHITECT and DISTRICT. The parties hereto mutually agree to an annual review of Compensation Methods to consider appropriate adjustments in the percentage amounts stated therein.
 1. Percentage of Construction Cost for New Construction and Additions:
Compensation shall be based upon a percentage of construction cost as follows:
 - A. Nine percent (9%) of the first One Million Dollars (\$1,000,000) of computed cost.
 - B. Eight and one-half percent (8-1/2%) of the next One Million Dollars (\$1,000,000) of computed cost.
 - C. Eight percent (8%) of the next One Million Dollars (\$1,000,000) of computed cost.
 - D. Seven percent (7%) of the next Four Million Dollars (\$4,000,000) of computed cost.
 - E. Six percent (6%) of the next Four Million Dollars (\$4,000,000) of computed cost.
 - F. Five and one-half percent (5.5%) of computed cost in excess of Eleven Million Dollars (\$11,000,000).
 - G. Four percent (4%) of the first Forty thousand Dollars (\$40,000) of the cost of factory built portables. (Building cost only, all non-building costs and building costs beyond Forty Thousand Dollars (\$40,000) shall be included in Items A-F above). This is for standard buildings only and does not include custom or modified buildings.
 2. Compensation for Re-use of Plans for new construction and addition projects shall be reduced from the full fee calculation to reflect savings due to re-use of existing documents as follows:
 - A. 35% fee or otherwise mutually agreed reduction for buildings only during Schematic Design Phase.
 - B. 35% fee or otherwise mutually agreed reduction for buildings only during Design

Development Phase.

- C. 35% fee or otherwise mutually agreed reduction for buildings only during Construction Document Phase.
- D. All other fees for buildings (DSA approval, Bidding and Construction Administration) shall be full fee.
- E. All fees related to the site development work shall be full fee.
- F. Design and engineering modifications due to program changes as required by the District, or code changes enacted subsequent to original plan approval, shall be billed as additional services or Re-use Fee reduction shall be adjusted to a mutually agreeable percentage to account for such changes.

- 3. Percentage of Construction Cost for Modernization, Renovation and Rehabilitation: Compensation shall be based upon a percentage of construction cost as follows:
 - A. Twelve percent (12%) of the first One Million Dollars (\$1,000,000) of computed cost.
 - B. Eleven and one-half percent (11-1/2%) of the next One Million Dollars (\$1,000,000) of computed cost.
 - C. Eleven percent (11%) of the next One Million Dollars (\$1,000,000) of computed cost.
 - D. Ten percent (10%) of the next Four Million Dollars (\$4,000,000) of computed cost.
 - E. Nine percent (9%) of the next Four Million Dollars (\$4,000,000) of computed cost.
 - F. Eight percent (8%) of computed cost in excess of Eleven Million Dollars (\$11,000,000).
 - 4. Stipulated Sum for Various Projects: Compensation as a Stipulated Sum shall be established at the time each PA is prepared.
 - 5. Hourly Billing Rates for Various Projects: Compensation for services rendered by principals and employees shall be based upon the rates as stated on the Architect's currently dated "Hourly Billing Classification Rates Schedule" which shall be attached to and made a part of each PA. This schedule of billing rates is subject to annual adjustments by the Architect, whereby the Architect shall inform the District, in writing, of said adjustment, if any, which shall then be the prevailing rates applied to the Project(s) so authorized.
 - 6. Determination of Designated Services shall be as identified for each Project on the PA forms wherein all services to be provided which are not indicated as Designated Services shall be considered Additional Services for the Project authorized.
 - 7. If the scope of the Project or the Architect's Services is changed materially, the amounts of compensation shall be equitably adjusted, by mutual written agreement.
 - 8. Computed Cost: The total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the architect.
- B. The DISTRICT further agrees to pay the Architect compensation for extra services as follows:
- 1. Each portion of the Project let separately on a segregated bid basis shall be considered a separate Project for purposes of determining the fee.
 - 2. Six percent (6%) of the cost of furnishings, equipment or other articles incorporated in the



construction documents by the Architect and not included in the construction contract (items planned, designed and engineered as part of the documents but excluded from the bid and construction contract; F&E not included in the documents is not subject to Architect fees).

3. If any portions of the Project that are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions.
 4. Expenses of renderings, models, and mock-ups requested by the DISTRICT.
 5. Expense of special consultants not outlined in the PA.
- C. Reimbursement at cost shall be paid to the Architect for:
1. Approved reproduction of drawings and specifications in excess of the "necessary complete sets" as referenced elsewhere in this Agreement.
 2. Fees advanced for securing approval of authorities having jurisdiction over the Project.
- D. Payments in event of the following circumstances shall be:
1. Deferred Bids: Upon receipt of the bids on all or a portion of the Project the compensation shall be adjusted to conform to the acceptable bid.
 2. Delayed Completion of Liquidated Damages: The Architect's compensation shall be paid at the time and in the amount noted, notwithstanding a delay in completion of the Project or the reduction in the final construction cost by reason of penalties, liquidated damages or other amounts withheld from the construction contractor.

Computed costs will be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

E. Payment to the ARCHITECT will be as follows:

1.

| | | |
|----|---|-------------|
| A. | Schematic Design Phase: Twenty Five Percent | (25%) |
| B. | Design Development Phase: Fifteen Percent | (15%) |
| C. | Construction Documents Phase: Twenty Five Percent | (25%) |
| D. | DSA Submittal: Two and One Half Percent | (2.5%) |
| E. | Bidding: Two and One Half Percent | (2.5%) |
| F. | Construction Phase: Twenty Percent | (20%) |
| G. | Completion of Construction and | |
| | <u>Project Acceptance by DISTRICT Board: Five Percent</u> | <u>(5%)</u> |
| H. | Total Compensation: One Hundred Percent | (100%) |
2. This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.
3. Payments for ARCHITECT services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Paragraph 1 of this Article. Invoices will be sent by Architect in electronic format.
4. Payments are due and payable upon receipt of the ARCHITECT's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of one percent (1.0%) per month or at the legal rate prevailing at the time at the site of the PROJECT, whichever

is less. Notwithstanding the above, if DISTRICT, in good faith, disputes an invoice submitted by ARCHITECT, DISTRICT shall be entitled to withhold the disputed amount, without incurring interest on the disputed amount. However, DISTRICT shall be obligated to release the undisputed amount pending resolution of the dispute with ARCHITECT.

5. When ARCHITECT's compensation is based on a percentage of Construction Cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed on those portions, in accordance with the schedule set forth in Paragraph 1 based on the lowest bona fide bid or ARCHITECT's latest estimate when bids are not received.
6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be computed as follows: negotiated and subject to prior approval by the DISTRICT.

ARTICLE XI REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and additional services, and include expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants in the interest of the PROJECT, as identified in the following clauses:
 - A. Approved reproduction of drawings and specifications in excess of the "necessary complete sets" as referenced elsewhere in this AGREEMENT, which includes sets of construction documents, all progress prints and specifications for use by DISTRICT, G.C., bidders, contractors, agencies, as-builts and submittal reproductions, and other sets when directed by the District.
 - B. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.
2. Reimbursable expenses shall be paid to ARCHITECT for the amounts actually incurred by ARCHITECT, with the exception of the following:
 - A. Consultant services not included in #1 shall be paid at cost plus ten percent (10%).
3. Individual expenses exceeding \$1000 and incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before incurred. All records of such expenses shall be provided to DISTRICT for the DISTRICT'S review.
4. Documentation of all reimbursable expenses must be attached to all invoices presented to the District for payment. This includes, but is not limited to, consultants and engineers.

ARTICLE XII ACCOUNTING RECORDS OF THE ARCHITECT

1. ARCHITECT shall maintain records of direct personnel and reimbursable expenses pertaining to ARCHITECT's services under this AGREEMENT. ARCHITECT shall maintain all records of accounts between the DISTRICT and Contractor on a generally recognized accounting basis. All such records shall be available to the DISTRICT or its authorized representative for inspection or audit at any reasonable time. ARCHITECT shall maintain all records concerning the PROJECT for a period of three (3) years after its completion and upon successful completion of an audit by the Office of Public School Construction.

ARTICLE XIII MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT and Contractor upon request.
2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify, hold DISTRICT, its trustees, officers and employees entirely harmless from all liability arising out of:
 - A. any and all claims under workers' compensation acts and other employee benefit acts with respect to ARCHITECT's employees or his/her subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and
 - B. any and all suits, actions, legal or administrative proceedings, claims, demands, liability, judgments, awards, fines, losses, damages, charges or costs, which arise out of or are in any way connected to ARCHITECT's performance of the obligations covered by this AGREEMENT to the extent caused from any intentional or negligent act, error or omission of ARCHITECT, ARCHITECT's consultants, servants, employees, agents or licensees. Said indemnity is intended to apply during the period of this AGREEMENT of ARCHITECT's performance and shall survive the expiration or termination of this AGREEMENT until such time as action against ARCHITECT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.
 - C. The ARCHITECT's obligation to indemnify as set forth above shall include, without limitation, any and all such claims, damages, costs for injury to persons and property and death of any person.
3. To the fullest extent permitted by law, DISTRICT agrees to indemnify, hold ARCHITECT, its trustees, officers, employees entirely harmless from all liability arising out of:
 - A. any and all claims under workers' compensation acts and other employee benefit acts with respect to DISTRICT's employees or his/her subcontractor's employees arising out of DISTRICT's work under this AGREEMENT; and
 - B. any and all suits, actions, legal or administrative proceedings, claims, demands, liability, judgments, awards, fines, losses, damages, charges or costs, which arise out of or are in any way connected to DISTRICT's performance of the obligations covered by this AGREEMENT to the extent caused from any intentional or negligent act, error or omission of DISTRICT's, DISTRICT's consultants, servants, employees, agents or licensees. Said indemnity is intended to apply during the period of this AGREEMENT of DISTRICT's performance and shall survive the expiration or termination of this AGREEMENT until such time as action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.
 - C. The DISTRICT's obligation to indemnify as set forth *above* shall include, without limitation, any and all such claims, damages, costs for injury to persons and property and death of any person.
4. ARCHITECT shall purchase and maintain insurance, as long as this AGREEMENT is in effect, with an insurer or insurers, qualified to do business in the State of California as California admitted carriers and that are acceptable to DISTRICT, policies of insurance, which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any

subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- A. Statutory workers' compensation and employers' liability.
- B. Commercial general and automobile liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, and TWO MILLION DOLLARS (\$2,000,000.00) aggregate, including:
 - a. owned, if any, non-owned and hired vehicles;
 - b. blanket contractual;
 - c. broad form property damage;
 - d. products/completed operations; and
 - e. personal injury.
- C. Professional liability insurance, including contractual liability, with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per claim / TWO MILLION DOLLARS (\$2,000,000.00) aggregate. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least one (1) year thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- D. Each policy of insurance required in (B) *above* shall name DISTRICT and its trustees, officers, employees and agents as additional insured's; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation, non-renewal or reduction in required limits of liability or amount of insurance; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.
- E. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Paragraphs 3 (A) (B) (C) (D) of this Article, in the amounts which are appropriate with respect to that subcontractor's part of work, and which shall in no event be less than those stated above.
- F. The ARCHITECT shall carry insurance to protect himself from claims of professional errors and omissions in an amount of, identified in 4C above, during periods of construction and for three years after filing of the Notice of Completion as long as reasonably available at that time, upon which time, architects' liability shall cease, unless caused by the

ARCHITECTS negligence.

- G. The District reserves the right to modify the limits and coverage's described herein, with appropriate credits or changes to be negotiated for such changes.
 - H. Any deductibles or self-insured retention exceeding \$50,000 must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers, or the ARCHITECT shall procure a bond guaranteeing payment of losses and related investigations, claims administration and legal defense expenses.
 - I. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Additional Insured's.
 - J. The ARCHITECT's Insurances shall apply separately to each insured against who claim is made or suit is brought except with respect to the limits of the insurer's liability.
 - K. In accordance with California Education Code Section 17076.11, the DISTRICT has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent per year of funds expended each year by the DISTRICT on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (Act). This project may use funds allocated under the Act.
 - L. The DISTRICT has determined, pursuant to California Education Code Section 45125.2, based on the scope of the project which is the subject of this Agreement, that ARCHITECT, its subcontractors, and their employees will have only limited contact with pupils at most. ARCHITECT shall promptly notify DISTRICT in writing of any facts or circumstances which might reasonably lead DISTRICT to determine that contact will be more limited as defined by Education Code Section 45125.1(d).
5. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.
6. Disputes arising from this AGREEMENT or from the services rendered hereunder shall be submitted to non-binding mediation as a condition precedent to litigation. The mediation process shall provide that both parties select a disinterested third person mediator mutually agreed to by the parties. The mediation shall be commenced within thirty (30) days of the selection of the mediator. If the parties fail to select a mediator within fifteen (15) days of a party submitting a written request for mediation, any party may petition a court of competent jurisdiction in Yuba County to appoint the mediator. The costs of mediation shall be borne equally by the parties.
7. If a lawsuit is filed by a party to this AGREEMENT (after the mediation process is concluded) to enforce or interpret the terms thereof, the prevailing party shall be entitled to recover their costs and

reasonable attorney's fees.

8. Unless otherwise provided in this AGREEMENT, the ARCHITECT and ARCHITECT's consultants shall have no responsibility for identifying the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
9. ARCHITECT shall certify pursuant to 40 CFR Section 763.99 (a)(7) that no asbestos containing material was specified as a building material in any construction document for the PROJECT, and will ensure that Contractors provide the DISTRICT with certification that all materials used in the construction of any school building are free from any asbestos containing building materials ("ACBMs"). This certification shall be part of the final PROJECT submittal.
10. DISTRICT acknowledges that the requirements of the Americans with Disabilities ACT ("ADA") will be subject to various and possibly contradictory interpretations. ARCHITECT will use its best professional efforts to interpret applicable ADA requirements.
11. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.
12. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. Neither DISTRICT nor ARCHITECT shall assign this AGREEMENT without the written consent of the other.
13. This AGREEMENT shall be governed by the laws of the State of California and venue shall be in the DISTRICT where the PROJECT is located.
14. In the performance of the terms of this Agreement, ARCHITECT agrees that it will not engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
15. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.
16. Should any provision of this AGREEMENT be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Agreement.
17. None of the provisions of this AGREEMENT shall be considered waived by either party unless such waiver is specifically specified in writing.
18. Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and the AGREEMENT 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 AGREEMENT shall forthwith be physically amended to make such insertion or correction.

See Appendix A. for a sample "Project Authorization for Professional Services".

This AGREEMENT may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document.

This AGREEMENT entered into as of the day and year first written above.

| | |
|--|----------------------------|
| DISTRICT: | ARCHITECT FIRM: |
| MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT | WILLIAMS+PADDON ARCHITECTS |
| (Signature) | (Signature) |
| (Print Name) | JACK PADDON, AIA |
| (Title) | Principal |
| (Date) | 11/14/14 |

Appendix A.

Sample Document

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No.:
Date of Project Authorization:
Architect's Project No.:

This Project Authorization is issued pursuant to the "Architectural Services Agreement- Master Agreement", dated _____, 20__ by and between the Marysville Joint Unified School District and Williams + Paddon Architects+ Planners, Inc. (hereinafter referred to as the 'Agreement'), and is considered an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize Williams+ Paddon Architects+ Planners, Inc. (hereinafter referred to as the 'Architect') to provide professional services on the following project:

1. PROJECT DESCRIPTION

1.1 Name:

1.2 Location(s):

2. SCOPE OF WORK / BUDGET / SCHEDULE

2.1 Work Statement:

2.2 Initial Construction Budget: Approximately\$

2.3 Preliminary Schedule Milestones: (if known)

3. ARCHITECT'S SERVICES & CONSULTANTS

3.1 The Architect shall provide basic services for the following phases of Services:

- _____ Pre-Design
- _____ Site Analysis
- _____ Schematic Design
- _____ Design Development
- _____ Construction Documents
- _____ Bidding and/or Negotiation
- _____ Construction
- _____ Administration Post-
- _____ Construction
- Other:

- 3.2 The Architect shall provide, with the District's approval, the following consultant services as part of the base fee:

Civil Engineer _____
Structural Engineer _____
Mechanical/Plumbing Engineer _____
Electrical Engineer _____
Landscape Architect _____
Food Service Consultant _____

- 3.3 The Architect shall provide, with the District's approval, the following consultant services as additional fee (fee basis to be identified herein):

Theater Consultant _____
Audio/Visual Consultant _____
Acoustic Engineer/Designer _____
Traffic Engineer _____ Pool
Consultant _____
Energy Consultant _____

4. ARCHITECT'S COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the Architect by the DISTRICT for the Project.

- 4.1 The Architect shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.
- 4.2 The DISTRICT shall compensate the Architect in accordance with the Agreement and this Authorization.

- 4.2.1 For Architect's Services, compensation shall be computed as follows:

[EDITOR'S NOTE: Insert fee method from Agreement here.]

- 4.2.2 For Additional Services, compensation shall be determined per the Agreement.

- 4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement.

- 4.2.4 The Architect's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated

on the project schedule.

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

5.1 The Architect shall be paid additional fee for the following services:

None OR (edit)

5.2 Special provisions for this project include:

None O R (edit)

This Project Authorization is hereby approved, with the listed consultants, if any, in Sections 3.2 and 3.3.

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

Ryan DiGiulio, Assistant Superintendent of Business Services

Date: _____

Williams + Paddon Architects + Planners, Inc.
2237 Douglas Blvd., Ste. 160
Roseville, CA 95661



Jack A Paddon AIA, Chairman

Date: 11.13.14

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
1919 B STREET ~ MARYSVILLE, CA 95901



ARCHITECTURAL SERVICES AGREEMENT

Master Agreement

This ARCHITECTURAL SERVICES AGREEMENT, hereinafter referred to as "AGREEMENT", is made and entered into this ____ day of _____ in the year 2008 between the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "DISTRICT", and Williams + Paddon Architects, hereinafter referred to as "ARCHITECT."

The District and Architect agree that the Master Agreement will be a singular document and each project thereafter will be described and authorized by individual "Project Authorization for Professional Services" (PA)-See Appendix A for a sample PA.

DISTRICT will require various professional services related to:

1. planning, programming, design and construction administration of new schools and district support facilities for development on sites as determined by the DISTRICT; including re-use of plans;
2. renovation, rehabilitation, demolition, reconstruction, modernization, and additions to facilities at various sites as determined by the DISTRICT;
3. investigation, study, selection, and planning of future school sites and related facilities;
4. educational specifications and programming of existing and future facilities; and,
5. general consulting, professional opinion statements, and other work as authorized by the DISTRICT.

The DISTRICT is desirous of retaining the Architect to perform such professional services on selected projects (each hereinafter referred to as the "Project") as requested and authorized by specific authorization prepared and submitted by the Architect for approval by the DISTRICT, each hereinafter referred to as the PA and,

The Architect is willing to provide such professional services for the DISTRICT as may be specified by a PA. The Architect is fully licensed to provide architectural services in conformity with the laws of the State of California;

Now, Therefore, the District and Architect agree as follows:

ARTICLE I. PROJECT DESCRIPTION/SCOPE OF WORK

- A. The District shall authorize the Architect to proceed on each Project with a written PA which:
 1. Provides a description of the type, size and scope of the Project;
 2. States the Project Budget, if determined at this time;
 3. Specifies the Basic Services and/or Additional Services required of the Architect, including Consultant use;
 4. States method and/or amount of compensation to be paid the Architect for its services;
 5. States the Project Schedule, if determined at this time;
 6. Indicates additional or special provisions related to the Project and/or modifications to the Agreement that may pertain to the Project.
- B. PA when signed by the District and the Architect, shall become an effective and integral part of this Agreement with each and all of the provisions of one such document applying to the other as to the applicable Project, except as specifically modified or set forth to the contrary in the PA
- C. The size of the Project and the type and quality of construction are dependent upon the funds available for the Project. The Architect will exercise his best judgment in determining the balance between the size of the Project, the type of construction, and the quality of construction to achieve a satisfactory solution within budget limitations.

ARTICLE II ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles III and IV of this AGREEMENT, and as further required by Title 24 of the California Code of Regulations.
2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care, in a manner consistent with the degree of care and skill usually exercised by architects in the same or similar community, and in a manner consistent with the orderly progress of the work. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT. Any delays in ARCHITECT's work because of the actions of the DISTRICT or its employees, those in direct contractual relationship with DISTRICT, by a governmental agency having jurisdiction over the PROJECT, or by an act of God or other unforeseen occurrence, not due to any fault or negligence on the part of ARCHITECT, shall be added to the time for completion of any obligations of ARCHITECT. Neither party shall be liable for damage to the other on account of such delays.

ARTICLE III SCOPE OF ARCHITECT'S BASIC SERVICES

1. The ARCHITECT's basic services consist of those described in this Article, and include structural, civil, landscaping, mechanical and electrical engineering services and other engineering services, mutually agreed to, and necessary to produce a reasonably complete and accurate set of Construction Documents as described in Paragraphs 4, 6-7, and 9-11. Individual PA's may, upon agreement of both parties, include additional consultants. The additional consultants will be an extra cost if so agreed to in writing by both parties.
2. The ARCHITECT shall ascertain the DISTRICT'S needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the PROJECT.
3. The ARCHITECT shall provide a written summary of the DISTRICT's PROJECT, schedule progress, anticipated funding and construction budget requirements, each in terms of the other, subject to the limitations set forth in Article VI. Such evaluation may include alternative approaches to design and construction of the PROJECT, as requested by the DISTRICT.

ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT'S approval. ARCHITECT shall require that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

4. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. ARCHITECT shall use due care to provide that these documents shall comply with applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted during the project and which are applicable to these documents as determined by the scheduled date for the DSA submittal of project documents. Approval by the DISTRICT shall be deemed to be approval of the concept though not the means, techniques or particular material recommended by the ARCHITECT. The ARCHITECT shall prepare for the DISTRICT's use "2A" and "3A" drawings of the buildings as defined by the Office of Public School Construction and shall assist with preparation of the forms required by the Office of Public School Construction to submit to the State Allocation Board for a School Facilities Program - Facility Renovation/Modernization or New Construction Grant.

5. The ARCHITECT shall provide the necessary and reasonably complete sets of Schematic Design Documents for DISTRICT review and approval.
6. The ARCHITECT shall submit to the DISTRICT a written preliminary estimate of the Construction Cost and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. The initial estimate and PROJECT budget will be based on commonly accepted industry estimating techniques for school districts.
7. Based on the approved Schematic Design Documents and any adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Design Development Documents consisting of drawings and other documents to describe the size and character of the PROJECT as to architectural, structural, mechanical, civil and electrical systems, materials, and such other elements as may be appropriate.
8. The ARCHITECT shall provide the necessary and reasonably complete sets of Design Development Documents for DISTRICT review and approval.
9. Based on the approved Design Development Documents, and any further adjustments in the scope or quality of the PROJECT or in the construction budget authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the PROJECT.
10. The ARCHITECT shall provide the necessary and reasonably complete sets of Construction Documents for DISTRICT review and approval. The completeness of the plans will be defined as the normal development of the documents at this stage of the process, understanding that the documents will not be considered complete until bid-ready.
11. The ARCHITECT, if requested to do so, shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions (collectively referred to herein as "Construction Contract Documents"). ALL SUCH CONSTRUCTION CONTRACT DOCUMENTS MAY BE REVIEWED, AT DISTRICTS OPTION, BY THE DISTRICT'S ATTORNEYS PRIOR TO PUBLICATION, AT DISTRICT EXPENSE. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating and air conditioning and other systems installed by the Contractor, shall be part of the bid documents prepared by the ARCHITECT.
12. The ARCHITECT shall provide the necessary complete sets of Construction Contract Documents for DISTRICT and consultant use.
13. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the PROJECT, in compliance with the Public Contract Code.
14. The ARCHITECT, if requested to do so, shall assist the DISTRICT in pre-qualifying bidders.
15. If the lowest bid exceeds the budget for the PROJECT, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within 10% of the estimated budget.
16. The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the PROJECT with the DISTRICT's assistance. The DISTRICT shall reimburse the ARCHITECT or pay all fees required by such governmental authorities. Such governmental

- agencies include, but are not limited to: Office of Public School Construction; Division of the State Architect, Office of Regulation Services; State of California Department of Education, Local Fire Department, School Facilities Planning; Yuba County Department of Environmental Health, and the city or county having jurisdiction for the off site approvals. The DISTRICT shall file the funding applications, if any, with the Office of Public School Construction, and ARCHITECT shall assist District with the process, at no extra cost.
17. Any defective designs or specifications furnished by the ARCHITECT shall be promptly corrected by the ARCHITECT at no cost to the DISTRICT. The DISTRICT'S approval, acceptance, use of or payment for all or any part of the ARCHITECT's services hereunder or the PROJECT itself shall in no way diminish or limit the ARCHITECT's obligations and liabilities or the DISTRICT's rights.
 18. The ARCHITECT's responsibility to provide services for the construction administration of the PROJECT commences with the awarding of any construction contract and terminates at the later of the issuance to the DISTRICT of the final certificate for payment to all Contractors, issuance of a certificate of occupancy, or sixty (60) days after the recording of a Notice of Completion with the County Recorder, unless extended under the terms of Paragraph E6 of Article X.
 19. The ARCHITECT shall provide administration of the construction contract as set forth below. The ARCHITECT shall assist the DISTRICT in coordination of construction performed by separate contractors or by the DISTRICT's own employees.
 20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.
 21. The ARCHITECT shall advise and consult with the DISTRICT during construction. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT and the Project General and Supplemental Conditions, unless otherwise modified in writing.
 22. The ARCHITECT shall, at request of DISTRICT, conduct a pre-construction meeting with all interested parties, at no additional cost to the District.
 23. The ARCHITECT shall visit the site as necessary to observe the course of construction, per agreed between DISTRICT and ARCHITECT in writing, while work is in progress, and as often as necessary and appropriate to the stage of construction, to observe the site and work, to familiarize himself/herself with the progress and quality of the work and to determine for the DISTRICT's benefit and protection if the work is proceeding in accordance with the Construction Documents and construction schedule. The ARCHITECT shall attend all construction progress meetings in conjunction with or in addition to visiting the site in satisfaction of other responsibilities. The ARCHITECT shall use reasonable care to guard the DISTRICT against defects and deficiencies in the work and the Contractor's failure to carry out the work in accordance with the Construction Documents and the construction schedule. On the basis of his/her on-site observations as an ARCHITECT, the ARCHITECT shall keep the DISTRICT informed of the progress and quality of the work and shall give prompt notice to the DISTRICT in writing of any material deviations from the Construction Documents in the work. The ARCHITECT shall provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor(s) but which ARCHITECT failed to discover and/or report. The ARCHITECT shall not be responsible for the contractor's work, means, methods, or construction site safety.
 24. The ARCHITECT shall also advise the DISTRICT of any apparent deficiencies in construction following the acceptance of the work by the DISTRICT and prior to the expiration of the guarantee period of the PROJECT.

25. The ARCHITECT shall have access to the work at all times.
26. The ARCHITECT shall attend all construction meetings and provide written reports to the DISTRICT after each construction meeting to keep the DISTRICT informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work, as agreed between DISTRICT and ARCHITECT in writing.
27. The ARCHITECT shall make formal presentations to the Governing Board of DISTRICT, as requested by DISTRICT.
28. The ARCHITECT shall review and certify the amounts due to the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations at the site as provided in Paragraph 23 of this Article, that the work has progressed to the point indicated, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.
29. The ARCHITECT, in consultation with the DISTRICT, shall reject work which does not conform to the Construction Documents. The ARCHITECT, in consultation with the DISTRICT, has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether or not such work is fabricated, installed or completed.
30. The ARCHITECT shall review and approve or take other appropriate action in the manner prescribed in the Construction Documents upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for substantive conformance with the Construction Documents. The ARCHITECT's action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review. When certification of performance characteristics of materials, systems or equipment is required by the Construction Documents, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Construction Documents.
31. The ARCHITECT, in consultation with the DISTRICT, shall prepare change orders with supporting documentation and data for the DISTRICT's approval and execution in accordance with the Construction Documents, and, in consultation with the DISTRICT, may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.
32. The ARCHITECT shall observe and review the PROJECT to determine the date or dates of substantial completion and the date of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon compliance with the requirements of the Construction Documents.
33. After determining the Project is substantially complete, the ARCHITECT shall inspect and review the Project and provide the DISTRICT and Contractor a written list of all known deficiencies, including minor items ("punch-list items"). The ARCHITECT in consultation with the I.O.R. shall notify the Contractor in writing that all deficiencies and punch list items must be corrected prior to acceptance of the Project.
34. The ARCHITECT shall evaluate the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.
35. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor. The DISTRICT reserves the right to approve or disapprove all substitutions.

36. The ARCHITECT shall evaluate and render written recommendations as described in the Construction Documents on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Construction Documents.
37. The ARCHITECT shall assist the DISTRICT in gathering information, preparing and processing forms required by the governing authorities having jurisdiction over the PROJECT, including but not limited to the Office of Public School Construction; the Division of the State Architect; State of California Department of Education, School Facilities Planning; and Yuba County Department of Environmental Health, in a timely manner and ensure proper PROJECT closeout.
38. The ARCHITECT shall use due professional care to comply with federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT's PROJECT.
39. The ARCHITECT shall provide interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment, at the request of DISTRICT as an additional service.
40. Prior to the commencement of construction work, the ARCHITECT shall assist in-submitting the required forms to the governing authorities having jurisdiction over the PROJECT, in order to obtain approval of the DISTRICT's Project Inspector, as required by Title 24 of the California Code of Regulations.
41. The ARCHITECT shall provide general direction of the work of the DISTRICT's Project Inspector, as required by Title 24 of the California Code of Regulations.
42. The ARCHITECT and the ARCHITECT's consultants shall submit verified reports to the Division of the State Architect and other oversight agencies, as required by Title 24 of the California Code of Regulations. The ARCHITECT shall also require that the Contractor(s) and Inspector(s) submit verified reports to the governing authorities having jurisdiction over the PROJECT, as required by Title 24 of the California Code of Regulations.
43. The ARCHITECT shall provide final sets of Construction Documents, including but not limited to executed architectural and construction contracts, drawings, specifications, progress payment applications, approved shop drawings, and change orders, complete with all required professional and governmental seals and approval stamps, to the DISTRICT, upon completion of the Construction Phase. The ARCHITECT shall also submit one copy of drawings, specifications, including drawings and specifications issued as addenda or change orders and construction photos if taken in an electronic media format approved by the Office of Public School Construction on CD-ROM disks.
44. Prior to Construction Phase, ARCHITECT shall review and approve all Construction Documents. ARCHITECT shall use due professional care to provide that Construction Documents comply with applicable laws, statutes, ordinances, codes, rules and regulations currently existing as amended, enacted, issued adopted prior to project submittal to DSA which are applicable to these documents. ARCHITECT shall provide that the Construction Documents set forth in detail the requirements for construction of the PROJECT, and that the Construction Documents are proper for use in the construction of the PROJECT.
45. ARCHITECT shall copy DISTRICT on any and all correspondence relating to the PROJECT.
46. The ARCHITECT shall coordinate the delivery from the G.C. of all appropriate written warranties, guarantees, books, diagrams, record drawings ("as-builts as provided by the G.C."), and any other materials required from the contractors and subcontractors

47. The ARCHITECT shall assist the District in preparing the Notice of Completion.
48. Quality Assurance: The Architect shall utilize an in-house Quality Assurance review process on every project prior to bid so that the documents are reasonably complete, thorough and coordinated to the architect's standard level of care. The District may elect to also utilize a Quality Assurance review process with another firm or vendor. The Architect agrees to cooperate with the other firm or vendor in the review process. The additional cost of the other firm or vendor will be the responsibility of the District, however the District may negotiate, in advance, a fee credit representing any corresponding workload reduction to the Architect.
49. Computer Graphics: The Architect shall provide graphic representations and presentations of all major projects to the school district. As determined by the District, this may include 3- dimensional modeling, colored renderings and other graphic materials necessary to fully define and present the project to the school board, community and others.
50. CHPS:
- The Architect, or Engineer, shall attend at least (4) Collaborative for High Performance Schools ("CHPS") coordination meetings, and shall provide assistance to the District, or its consultants, in all phases of the Project.
- The Architect, or Engineer, shall observe CHPS related construction activities, maintain the CHPS Scorecard, and immediately notify the District of any potential CHPS Scorecard modifications. At construction completion, the Architect, or Engineer, shall submit the signed final CHPS Scorecard and required supporting documents.

ARTICLE IV **ADDITIONAL ARCHITECT'S SERVICES**

1. The ARCHITECT shall be given additional compensation for the services described in Article IV.
2. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be subject to prior DISTRICT written approval and, if necessary, approval by the Governing Board of the DISTRICT. Such services shall include:
 - A. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents or inconsistent with written approvals or instructions previously given by the DISTRICT and are due to causes beyond the control of ARCHITECT.
 - B. Providing services required because of significant changes in the PROJECT including, but not limited to, size, quality, complexity, or the DISTRICT's schedule, except for services required under Article VI, Paragraph 11, and except where the ARCHITECT's fee for ARCHITECT's services is based on a percentage of the construction cost and such changes will result in a significant increase in the Construction Cost.
 - C. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the

control of the ARCHITECT, which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

- D. Preparing drawings, specifications or change orders required because existing conditions, such as deterioration or construction which does not comply with the applicable laws, codes and/or regulations, is discovered in the DISTRICT's building(s) at which the PROJECT shall be undertaken, and which is not covered by the Construction Documents, except for services required under Article VI, Paragraph 11, and except where the ARCHITECT's fee for ARCHITECT's services is based on a percentage of the construction cost and such changes will result in a significant increase in the Construction Cost. The ARCHITECT shall prepare and submit to the Division of the State Architect a change order, or a separate set of drawings and specifications, detailing and specifying the required work. The work covered by such change order or drawings and specifications shall not proceed until preliminary written approval is obtained by the Division of the State Architect.
 - E. Preparing a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
 - F. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
 - G. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the Construction Documents including delays in completion which result in documented additional ARCHITECTS time and which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.
 - H. Serving as an expert witness in connection with an arbitration, mediation or other legal proceeding, except where the ARCHITECT is a party thereto.
 - I. Providing services in connection with the work of consultants retained by the DISTRICT.
 - J. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
 - K. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT. ARCHITECT waives any right or claim to liquidated damages.
 - L. If directed by the DISTRICT, the employment of special consultants including any and all consultants not identified in Article III, paragraph 1.
 - M. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.
3. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described in Article III. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights,

responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be compensated as follows: negotiated fee and subject to prior written approval by DISTRICT.

ARTICLE V **DISTRICT'S RESPONSIBILITIES**

1. The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria as well as programmatic information as needed to adequately define the project (Educational Specification). The DISTRICT shall also provide as-built drawings if available to the ARCHITECT for all buildings at which the PROJECT shall be undertaken. If the DISTRICT does not have the as-built drawings, the ARCHITECT shall obtain record drawings from the Division of the State Architect. The DISTRICT shall either reimburse the ARCHITECT for ARCHITECT's payment to the Division of the State Architect for obtaining such drawings or make the payment itself.
2. The DISTRICT will prepare a current overall budget for the PROJECT, including the Construction Cost, and a contingency, if any.
3. The DISTRICT shall appoint one primary and one alternate designated representative(s) authorized to act on the DISTRICT's behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT.
4. The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT.
5. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities hereunder and under Title 21, Title 24, and the Field Act, and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
6. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.
7. The DISTRICT shall furnish the services of an Independent Project Inspector. The Project Inspector shall be satisfactory to the ARCHITECT or structural engineer of record, as required by Title 24 of the California Code of Regulations. The ARCHITECT shall submit the appropriate forms to the Division of the State Architect in order to obtain approval of such Project Inspector, as required by Title 24 of the California Code of Regulations.
8. The DISTRICT shall furnish a certified survey of the building site with full information regarding existing structures, rights, zoning and other restrictions, easements, boundaries and contours of the building site and also with respect to sewer, water, gas and electrical services. The DISTRICT shall pay for any borings, test pits and other tests and geotechnical and geohazards reports, if required, for design and engineering.
9. The DISTRICT shall typically provide:
 - A. Environmental investigation, studies and reports required to meet CEQA requirements.
 - B. Legal advice and services required for the project, if authorized by the District, and not related to legal advice and services for the benefit of the Architect and/or consultants.
 - C. SWPPP services if not provided in the construction documents.
 - D. CDE site approval including DTSC clearance(s).

ARTICLE VI **COST OF CONSTRUCTION**

1. The Construction Cost shall be the total cost or estimated cost to the DISTRICT of all elements of the PROJECT as designed or specified by the ARCHITECT.
2. During the Schematic Design, Design Development and Construction Document phases, Construction Cost shall be determined by the DISTRICT's budget for the PROJECT.
3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.
4. During the bidding phase, Construction Cost shall be determined by the lowest responsible bid.
5. During construction, Construction Cost shall be determined by the contract sum or as amended by any additive change orders approved by the DISTRICT.
6. Construction Cost does not include the compensation of the ARCHITECT and ARCHITECT's consultants, or other costs which are the responsibility of the DISTRICT. (including, by example, agency fees, testing and inspections, furniture and equipment not included within the project documents, contingencies and other non-construction costs).
7. The ARCHITECT's evaluations of the DISTRICT's PROJECT budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, represent the ARCHITECT's best judgment as a professional familiar with the construction industry.
8. A fixed limit of Construction Cost shall not be established as a condition of this AGREEMENT by the furnishing, proposal or establishment of a PROJECT budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.
9. Any PROJECT budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.
10. If the lowest bid received exceeds the fixed limit plus 10% of the Construction Cost (adjusted as provided in paragraph 9), the DISTRICT shall:
 - A. give written approval of an increase of such fixed limit;
 - B. authorize rebidding of the PROJECT within a reasonable time;
 - C. if the PROJECT is abandoned, terminate it in accordance with Article IX, Paragraph 3; or
 - D. cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.
11. If the DISTRICT chooses to proceed under Paragraph 10(D), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the construction budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the budget set forth in this AGREEMENT.

ARTICLE VII **ESTIMATE OF PROJECT CONSTRUCTION COSTS**

1. Estimates referred to in Article III shall be prepared on a square foot/unit costs basis, or more detailed computation if deemed necessary by the ARCHITECT, considering prevailing construction

costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

If redesign to within 10% of final estimate does not appear practical based on review of the bids, the architect and district shall review the scope and estimate in relationship to the bid to determine specific areas that can be adjusted. Based on this analysis, modifications necessary to reduce the costs to meet budget shall be mutually agreed to by both parties.

2. The ARCHITECT shall review the estimate at each phase of his/her services. If such estimates are in excess of the PROJECT budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization. Scope changes directed by DISTRICT will require estimate adjustments to reflect addition of work.
3. As estimates often do not take into account last minute additions or modifications to scope, including during addendum periods, the final estimate at bid time is subject to adjustment to reflect these changes.

ARTICLE VIII ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. DISTRICT acknowledges that the ARCHITECT'S Construction Documents and Record Documents, including electronic files, are instruments of professional service. Nonetheless, the plans, specifications, estimates, programs, reports, models, and other material prepared by or on behalf of ARCHITECT under this Agreement (collectively the "Documents") shall be and remain the property of DISTRICT, except for any drawing details or specifications that are an integral part of ARCHITECT'S general detail library and/or office specifications, pursuant to Section 17316 of the Education Code, whether the Project is completed or not. All Documents shall be delivered to DISTRICT on the earlier of (1) thirty (30) days after final completion date of the Project and after final payment by DISTRICT has been received, or (2) the date of termination of this Agreement for any reason prior to final completion of the Project and after payment by DISTRICT of any sums due has been received, except that, in the event of a default termination by DISTRICT of ARCHITECT, the Documents shall be delivered by ARCHITECT to DISTRICT upon DISTRICT'S demand. The Documents may be reproduced and/or used by DISTRICT and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes DISTRICT may deem advisable in connection with completion and maintenance of, and additions, modifications to, or modernizations of the Project, without further employment of or payment of any compensation to ARCHITECT; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances DISTRICT uses, or engages the services of and directs another ARCHITECT to use, the Documents to complete the Project, DISTRICT agrees to release ARCHITECT from any responsibility for the conformance of the incomplete portions of the Project to the Documents and to hold ARCHITECT harmless from any and all liability, costs, and expenses (including reasonable legal fees and disbursements), relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of ARCHITECT, or anyone for whose acts it is responsible.
2. Except as otherwise permitted in this Agreement, DISTRICT shall not assign, delegate, sublicense, pledge or otherwise transfer the right to use and re-use the Documents to any other party without the prior written authorization of ARCHITECT. However, in addition to the rights to use and re-use the Documents as set forth in this Article 18, DISTRICT shall be permitted to authorize the Contractor or any construction subcontractor, equipment supplier or material supplier to use and reproduce, to the fullest extent necessary, applicable portions of the Documents appropriate to and for use in their work.

3. In the event DISTRICT ever desires to construct all or part of another wholly unrelated Project which would be essentially identical in design to the Project that is the subject of this Agreement, ARCHITECT agrees to permit re-use of its design and the corresponding contract documents, subject to payment to ARCHITECT of a fair and reasonable re-use fee.
4. Any unauthorized re-use of the Documents by DISTRICT shall be at DISTRICT'S sole risk and without liability to ARCHITECT. DISTRICT agrees to indemnify and hold harmless ARCHITECT and/or its employees against any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from the unauthorized re-use or modification of the Documents. Submission or distribution of the Documents to meet official regulatory requirements or for similar purposes does not constitute an unauthorized re-use of the Documents.
5. ARCHITECT shall not re-use the Documents without the prior written consent of DISTRICT. Any unauthorized re-use of the Documents by ARCHITECT shall be at ARCHITECT'S sole risk and without liability to DISTRICT. ARCHITECT agrees to indemnify and hold harmless DISTRICT against any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from the unauthorized re-use of the Documents.
6. Since the Office of Public School Construction requires that submittal of Construction Documents be made in an electronic format, (AutoCAD 14, Microsoft Word on a "zip-drive disk"), the ARCHITECT shall also submit to the DISTRICT one (1) CD-ROM copy of the submittal and another at the completion of the PROJECT, with all revisions, updates and record data. The CD-ROM copies of the submittals provided to the DISTRICT and all information contained therein shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316.

ARTICLE IX **TERMINATION**

1. This AGREEMENT may be terminated without cause by the DISTRICT upon not less than ten (10) days written notice to the ARCHITECT. This AGREEMENT may be terminated by either party upon not less than ten (10) days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
2. If the PROJECT is suspended by the DISTRICT for more than ninety (90) consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the ARCHITECT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT's services. The PROJECT shall not be considered suspended during the time period that the PROJECT and/or PROJECT Documents, including but not limited to all forms, applications, drawings and/or specifications, are being considered by the governing authorities having jurisdiction over the PROJECT, including but not limited to the Office of Public School Construction and the Division of the State Architect.
3. If the DISTRICT abandons the PROJECT for more than ninety (90) consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this AGREEMENT by giving not less than ten (10) days written notice to the DISTRICT. The PROJECT shall not be considered abandoned during the time period that the PROJECT and/or PROJECT Documents, including but not limited to all forms, applications, drawings and/or specifications, are being considered by the governing authorities having jurisdiction over the PROJECT, including but not limited to the Office of Public School Construction and the Division of the State Architect.

4. The DISTRICT's failure to make payments to the ARCHITECT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the ARCHITECT.
5. Insolvency of the ARCHITECT shall be considered substantial nonperformance and cause for termination by the DISTRICT.
6. In the event the DISTRICT fails to make timely payment, and after supplying all supporting documents requested by the District, the ARCHITECT may, upon thirty (30) days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the ARCHITECT within thirty (30) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
7. In the event of termination not due to the fault of ARCHITECT, the ARCHITECT shall be compensated for services satisfactorily performed up until the date of notice of termination, plus any reimbursable expenses then due.
8. The DISTRICT and ARCHITECT agree that if the DISTRICT does not receive State funding for the PROJECT, the DISTRICT may terminate this AGREEMENT and neither party shall have any obligations whatsoever to the other party under this Agreement.

ARTICLE X **COMPENSATION TO THE ARCHITECT**

The DISTRICT shall compensate the ARCHITECT in one of the following methods:

- A. For designated services, as described in the PA, compensation shall be computed by one or more of the following methods for the particular services determined in advance by the ARCHITECT and DISTRICT. The parties hereto mutually agree to an annual review of Compensation Methods to consider appropriate adjustments in the percentage amounts stated therein.

1. Percentage of Construction Cost for New Construction and Additions:
Compensation shall be based upon a percentage of construction cost as follows:

- | | |
|--|---|
| 90,000 85,000 80,000 79,000 69,000 55,000 | <ul style="list-style-type: none">A. Nine percent (9%) of the first One Million Dollars (\$1,000,000) of computed cost.B. Eight and one-half percent (8-1/2%) of the next One Million Dollars (\$1,000,000) of computed cost.C. Eight percent (8%) of the next One Million Dollars (\$1,000,000) of computed cost.D. Seven percent (7%) of the next Four Million Dollars (\$4,000,000) of computed cost.E. Six percent (6%) of the next Four Million Dollars (\$4,000,000) of computed cost.F. Five and one-half percent (5.5%) of computed cost in excess of Eleven Million Dollars (\$11,000,000).G. Four percent (4%) of the first Forty thousand Dollars (\$40,000) of the cost of factory built portables. (Building cost only, all non-building costs and building costs beyond Forty Thousand Dollars (\$40,000) shall be included in Items A – F above). This is for standard buildings only and does not include custom or modified buildings. |
|--|---|

2. Compensation for Re-use of Plans for new construction and addition projects shall be reduced from the full fee calculation to reflect savings due to re-use of existing documents as follows:

- A. 35% fee or otherwise mutually agreed reduction for buildings only during Schematic Design Phase.

- B. 35% fee or otherwise mutually agreed reduction for buildings only during Design Development Phase.
 - C. 35% fee or otherwise mutually agreed reduction for buildings only during Construction Document Phase.
 - D. All other fees for buildings (DSA approval, Bidding and Construction Administration) shall be full fee.
 - E. All fees related to the site development work shall be full fee.
 - F. Design and engineering modifications due to program changes as required by the District, or code changes enacted subsequent to original plan approval, shall be billed as additional services or Re-use Fee reduction shall be adjusted to a mutually agreeable percentage to account for such changes.
3. Percentage of Construction Cost for Modernization, Renovation and Rehabilitation: Compensation shall be based upon a percentage of construction cost as follows:
- A. Twelve percent (12%) of the first One Million Dollars (\$1,000,000) of computed cost.
 - B. Eleven and one-half percent (11-1/2%) of the next One Million Dollars (\$1,000,000) of computed cost.
 - C. Eleven percent (11%) of the next One Million Dollars (\$1,000,000) of computed cost.
 - D. Ten percent (10%) of the next Four Million Dollars (\$4,000,000) of computed cost.
 - E. Nine percent (9%) of the next Four Million Dollars (\$4,000,000) of computed cost.
 - F. Eight percent (8%) of computed cost in excess of Eleven Million Dollars (\$11,000,000).
4. Stipulated Sum for Various Projects: Compensation as a Stipulated Sum shall be established at the time each PA is prepared.
5. Hourly Billing Rates for Various Projects: Compensation for services rendered by principals and employees shall be based upon the rates as stated on the Architect's currently dated "Hourly Billing Classification Rates Schedule" which shall be attached to and made a part of each PA. This schedule of billing rates is subject to annual adjustments by the Architect, whereby the Architect shall inform the District, in writing, of said adjustment, if any, which shall then be the prevailing rates applied to the Project(s) so authorized.
6. Determination of Designated Services shall be as identified for each Project on the PA forms wherein all services to be provided which are not indicated as Designated Services shall be considered Additional Services for the Project authorized.
7. If the scope of the Project or the Architect's Services is changed materially, the amounts of compensation shall be equitably adjusted, by mutual written agreement.
8. Computed Cost: The total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the architect.
- B. The DISTRICT further agrees to pay the Architect compensation for extra services as follows:
- 1. Each portion of the Project let separately on a segregated bid basis shall be considered a separate Project for purposes of determining the fee.
 - 2. Six percent (6%) of the cost of furnishings, equipment or other articles incorporated in the

construction documents by the Architect and not included in the construction contract (items planned, designed and engineered as part of the documents but excluded from the bid and construction contract; F&E not included in the documents is not subject to Architect fees).

3. If any portions of the Project that are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions.
 4. Expenses of renderings, models, and mock-ups requested by the DISTRICT.
 5. Expense of special consultants not outlined in the PA.
- C. Reimbursement at cost shall be paid to the Architect for:
1. Approved reproduction of drawings and specifications in excess of the "necessary complete sets" as referenced elsewhere in this Agreement.
 2. Fees advanced for securing approval of authorities having jurisdiction over the Project.
- D. Payments in event of the following circumstances shall be:
1. Deferred Bids: Upon receipt of the bids on all or a portion of the Project the compensation shall be adjusted to conform to the acceptable bid.
 2. Delayed Completion of Liquidated Damages: The Architect's compensation shall be paid at the time and in the amount noted, notwithstanding a delay in completion of the Project or the reduction in the final construction cost by reason of penalties, liquidated damages or other amounts withheld from the construction contractor.

Computed costs will be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

E. Payment to the ARCHITECT will be as follows:

1.
 - A. Schematic Design Phase: fifteen percent (15%)
 - B. Design Development Phase: twenty five percent (25%)
 - C. Construction Documents Phase: thirty percent (30%)
 - D. DSA Approval Phase: five percent (5%)
 - E. Bidding Phase: five percent (5%)
 - F. Construction Phase: seventeen ½ percent (17.5%)
 - G. Completion of Construction and Acceptance by DISTRICT Board: two and one half percent (2.5%)
 - H. Total Compensation: one hundred percent (100%)
2. This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.
3. Payments for ARCHITECT services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Paragraph 1 of this Article. Invoices will be sent by Architect in electronic format.

4. Payments are due and payable upon receipt of the ARCHITECT's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of one percent (1.0%) per month or at the legal rate prevailing at the time at the site of the PROJECT, whichever is less. Notwithstanding the above, if DISTRICT, in good faith, disputes an invoice submitted by ARCHITECT, DISTRICT shall be entitled to withhold the disputed amount, without incurring interest on the disputed amount. However, DISTRICT shall be obligated to release the undisputed amount pending resolution of the dispute with ARCHITECT.
5. When ARCHITECT's compensation is based on a percentage of Construction Cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed on those portions, in accordance with the schedule set forth in Paragraph 1 based on the lowest bona fide bid or ARCHITECT's latest estimate when bids are not received.
6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be computed as follows: negotiated and subject to prior approval by the DISTRICT.

ARTICLE XI REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and additional services, and include expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants in the interest of the PROJECT, as identified in the following clauses:
 - A. Approved reproduction of drawings and specifications in excess of the "necessary complete sets" as referenced elsewhere in this AGREEMENT, which includes sets of construction documents, all progress prints and specifications for use by DISTRICT, G.C., bidders, contractors, agencies, as-builts and submittal reproductions, and other sets when directed by the District.
 - B. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.
2. Reimbursable expenses shall be paid to ARCHITECT for the amounts actually incurred by ARCHITECT, with the exception of the following:
 - A. Consultant services not included in #1. shall be paid at cost plus ten percent (10%).
3. Individual expenses exceeding \$1000 and incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before incurred. All records of such expenses shall be provided to DISTRICT for the DISTRICT'S review.
4. Documentation of all reimbursable expenses must be attached to all invoices presented to the District for payment. This includes, but is not limited to, consultants and engineers.

ARTICLE XII ACCOUNTING RECORDS OF THE ARCHITECT

1. ARCHITECT shall maintain records of direct personnel and reimbursable expenses pertaining to ARCHITECT's services under this AGREEMENT. ARCHITECT shall maintain all records of accounts between the DISTRICT and Contractor on a generally recognized accounting basis. All such records shall be available to the DISTRICT or its authorized representative for inspection or audit at any reasonable time. ARCHITECT shall maintain all records concerning the PROJECT for

a period of three (3) years after its completion and upon successful completion of an audit by the Office of Public School Construction.

ARTICLE XIII MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT and Contractor upon request.
2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify, hold DISTRICT, its trustees, officers and employees entirely harmless from all liability arising out of:
 - A. any and all claims under workers' compensation acts and other employee benefit acts with respect to ARCHITECT's employees or his/her subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and
 - B. any and all suits, actions, legal or administrative proceedings, claims, demands, liability, judgments, awards, fines, losses, damages, charges or costs, which arise out of or are in any way connected to ARCHITECT's performance of the obligations covered by this AGREEMENT to the extent caused from any intentional or negligent act, error or omission of ARCHITECT, ARCHITECT's consultants, servants, employees, agents or licensees. Said indemnity is intended to apply during the period of this AGREEMENT of ARCHITECT's performance and shall survive the expiration or termination of this AGREEMENT until such time as action against ARCHITECT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.
 - C. The ARCHITECT's obligation to indemnify as set forth above shall include, without limitation, any and all such claims, damages, costs for injury to persons and property and death of any person.
3. To the fullest extent permitted by law, DISTRICT agrees to indemnify, hold ARCHITECT, its trustees, officers, employees entirely harmless from all liability arising out of:
 - A. any and all claims under workers' compensation acts and other employee benefit acts with respect to DISTRICT's employees or his/her subcontractor's employees arising out of DISTRICT's work under this AGREEMENT; and
 - B. any and all suits, actions, legal or administrative proceedings, claims, demands, liability, judgments, awards, fines, losses, damages, charges or costs, which arise out of or are in any way connected to DISTRICT's performance of the obligations covered by this AGREEMENT to the extent caused from any intentional or negligent act, error or omission of DISTRICT's, DISTRICT's consultants, servants, employees, agents or licensees. Said indemnity is intended to apply during the period of this AGREEMENT of DISTRICT's performance and shall survive the expiration or termination of this AGREEMENT until such time as action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.

- C. The DISTRICT's obligation to indemnify as set forth above shall include, without limitation, any and all such claims, damages, costs for injury to persons and property and death of any person.
4. ARCHITECT shall purchase and maintain insurance, as long as this AGREEMENT is in effect, with an insurer or insurers, qualified to do business in the State of California as California admitted carriers and that are acceptable to DISTRICT, policies of insurance, which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- A. Statutory workers' compensation and employers' liability.
- B. Commercial general and automobile liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, and TWO MILLION DOLLARS (\$2,000,000.00) aggregate, including:
- a. owned, if any, non-owned and hired vehicles;
 - b. blanket contractual;
 - c. broad form property damage;
 - d. products/completed operations; and
 - e. personal injury.
- C. Professional liability insurance, including contractual liability, with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per claim / TWO MILLION DOLLARS (\$2,000,000.00) aggregate. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least one (1) year thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- D. Each policy of insurance required in (B) above shall name DISTRICT and its trustees, officers, employees and agents as additional insured's; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation, non-renewal or reduction in required limits of liability or amount of insurance; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

- E. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Paragraphs 3 (A) (B) (C) (D) of this Article, in the amounts which are appropriate with respect to that subcontractor's part of work, and which shall in no event be less than those stated above.
 - F. The ARCHITECT shall carry insurance to protect himself from claims of professional errors and omissions in an amount of, identified in 4C above, during periods of construction and for three years after filing of the Notice of Completion as long as reasonably available at that time, upon which time, architects' liability shall cease, unless caused by the ARCHITECTS negligence.
 - G. The District reserves the right to modify the limits and coverage's described herein, with appropriate credits or changes to be negotiated for such changes.
 - H. Any deductibles or self-insured retention exceeding \$50,000 must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers, or the ARCHITECT shall procure a bond guaranteeing payment of losses and related investigations, claims administration and legal defense expenses.
 - I. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Additional Insured's.
 - J. The ARCHITECT's Insurances shall apply separately to each insured against who claim is made or suit is brought except with respect to the limits of the insurer's liability.
 - K. In accordance with California Education Code Section 17076.11, the DISTRICT has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent per year of funds expended each year by the DISTRICT on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (Act). This project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hiring's, the ARCHITECT, before it executes the Agreement, shall provide to the DISTRICT certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the contract, and documentation demonstrating the ARCHITECT'S good faith efforts to meet these goals.
 - L. The DISTRICT has determined, pursuant to California Education Code Section 45125.2, based on the scope of the project which is the subject of this Agreement, that ARCHITECT, its subcontractors, and their employees will have only limited contact with pupils at most. ARCHITECT shall promptly notify DISTRICT in writing of any facts or circumstances which might reasonably lead DISTRICT to determine that contact will be more limited as defined by Education Code Section 45125.1(d).
5. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or

92

- omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.
6. Disputes arising from this AGREEMENT or from the services rendered hereunder shall be submitted to non-binding mediation as a condition precedent to litigation. The mediation process shall provide that both parties select a disinterested third person mediator mutually agreed to by the parties. The mediation shall be commenced within thirty (30) days of the selection of the mediator. If the parties fail to select a mediator within fifteen (15) days of a party submitting a written request for mediation, any party may petition a court of competent jurisdiction in Yuba County to appoint the mediator. The costs of mediation shall be borne equally by the parties.
 7. If a lawsuit is filed by a party to this AGREEMENT (after the mediation process is concluded) to enforce or interpret the terms thereof, the prevailing party shall be entitled to recover their costs and reasonable attorney's fees.
 8. Unless otherwise provided in this AGREEMENT, the ARCHITECT and ARCHITECT's consultants shall have no responsibility for identifying the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
 9. ARCHITECT shall certify pursuant to 40 CFR Section 763.99 (a)(7) that no asbestos containing material was specified as a building material in any construction document for the PROJECT, and will ensure that Contractors provide the DISTRICT with certification that all materials used in the construction of any school building are free from any asbestos containing building materials ("ACBMs"). This certification shall be part of the final PROJECT submittal.
 10. DISTRICT acknowledges that the requirements of the Americans with Disabilities ACT ("ADA") will be subject to various and possibly contradictory interpretations. ARCHITECT will use its best professional efforts to interpret applicable ADA requirements.
 11. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.
 12. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. Neither DISTRICT nor ARCHITECT shall assign this AGREEMENT without the written consent of the other.
 13. This AGREEMENT shall be governed by the laws of the State of California and venue shall be in the DISTRICT where the PROJECT is located.
 14. In the performance of the terms of this Agreement, ARCHITECT agrees that it will not engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
 15. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.
 16. Should any provision of this AGREEMENT be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the


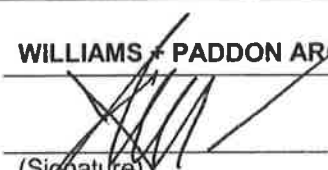

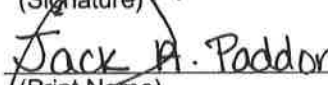

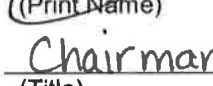
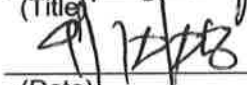
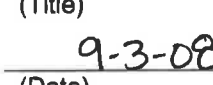
remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Agreement.

17. None of the provisions of this AGREEMENT shall be considered waived by either party unless such waiver is specifically specified in writing.
18. Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and the AGREEMENT 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 AGREEMENT shall forthwith be physically amended to make such insertion or correction.

See Appendix A. for a sample "Project Authorization for Professional Services".

This AGREEMENT may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document.

This AGREEMENT entered into as of the day and year first written above.

| DISTRICT: | ARCHITECT FIRM: |
|---|--|
| MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT | WILLIAMS + PADDON ARCHITECTS |
|  (Signature) |  (Signature) |
|  (Print Name) |  (Print Name) |
|  (Title) |  (Title) |
|  (Date) |  (Date) |

Appendix A.

Sample Document

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No.:
Date of Project Authorization:
Architect's Project No.:

This Project Authorization is issued pursuant to the "Architectural Services Agreement – Master Agreement", dated _____, 20__ by and between the Marysville Joint Unified School District and Williams + Paddon Architects + Planners, Inc. (hereinafter referred to as the 'Agreement'), and is considered an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize Williams + Paddon Architects + Planners, Inc. (hereinafter referred to as the 'Architect') to provide professional services on the following project:

1. PROJECT DESCRIPTION

- 1.1 Name:
- 1.2 Location(s):

2. SCOPE OF WORK / BUDGET / SCHEDULE

- 2.1 Work Statement:
- 2.2 Initial Construction Budget: Approximately \$
- 2.3 Preliminary Schedule Milestones: (if known)

3. ARCHITECT'S SERVICES & CONSULTANTS

- 3.1 The Architect shall provide basic services for the following phases of Services:

- ☐ Pre-Design
- ☐ Site Analysis
- ☐ Schematic Design
- ☐ Design Development
- ☐ Construction Documents
- ☐ Bidding and/or Negotiation
- ☐ Construction Administration
- ☐ Post-Construction
- ☐ Other:

- 3.2 The Architect shall provide, with the District's approval, the following consultant services as part of the base fee:

____ Civil Engineer _____
____ Structural Engineer _____
____ Mechanical/Plumbing Engineer _____
____ Electrical Engineer _____
____ Landscape Architect _____
____ Food Service Consultant _____

- 3.3 The Architect shall provide, with the District's approval, the following consultant services as additional fee (fee basis to be identified herein):

____ Theater Consultant _____
____ Audio/Visual Consultant _____
____ Acoustic Engineer/Designer _____
____ Traffic Engineer _____
____ Pool Consultant _____
____ Energy Consultant _____

4. ARCHITECT'S COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the Architect by the DISTRICT for the Project.

- 4.1 The Architect shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.

- 4.2 The DISTRICT shall compensate the Architect in accordance with the Agreement and this Authorization.

4.2.1 For Architect's Services, compensation shall be computed as follows:

[EDITOR'S NOTE: Insert fee method from Agreement here.]

4.2.2 For Additional Services, compensation shall be determined per the Agreement.

4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement.

4.2.4 The Architect's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated on the project schedule.

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No. 16

Date of Project Authorization: October 3rd, 2014

Architect's Project No.:

This Project Authorization is issued pursuant to the "Architectural Services Agreement – Master Agreement", dated September 18, 2008, by and between the Marysville Joint Unified School District and Williams + Paddon Architects + Planners, Inc. (hereinafter referred to as the 'Agreement'), and is considered an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize Williams + Paddon Architects + Planners, Inc. (hereinafter referred to as the 'Architect') to provide professional services on the following project:

1. PROJECT DESCRIPTION

1.1 Name: Lindhurst High School
New Shade Canopy

1.2 Location(s): 4446 Olive Drive
Olivehurst, CA 95901

1.3 Preparation of drawings and processing through DSA for (1) 20'x40' shade canopy.

2. SCOPE OF WORK / BUDGET / SCHEDULE

2.1 Work Statement:

- 2.1.1- Williams + Paddon will cross check owner provided DSA application numbers through DGS Tracker. Application numbers will be required to be assigned and shown on a campus wide site plan exhibit.
- 2.1.2- Williams + Paddon will review owner provided current drawing showing underground utilities included but not limited to; drainage, sewer, landscaping, data/communication, electrical/power.
- 2.1.3- Prepare Architectural Plans showing ;
 - Site Plan showing location of shade structure with dimensions to existing structures, path of travel to existing accessible parking stalls, other notes to identify key site features.
 - Required data including, DSA Checklist, Scope of Work, Sheet Notes, Statement of Acceptance, Local Fire Authority Sign Off, etc.
- 2.1.4- Compile Architectural Plan(s) with Pre Check (PC) approved plans for (1) shade canopy, approximately 20'-w x 40'l.
- 2.1.5- Prepare project specifications
- 2.1.6- Agency processing (DSA) via over the counter permit review
- 2.1.7- Obtain approval/meeting with local fire agency

- 2.1.8- Address questions during Bidding and Negotiations
- 2.1.9- Construction Administration
 - Answer RFI's, Review Submittals, etc.
 - Based upon MJUSD past requirements, attend; (1) preconstruction meeting, weekly construction meetings (assume 4 meetings), (1) meeting for punch list walk
- 2.2.0- Project Close Out with MJUSD and DSA

3. ARCHITECT'S SERVICES & CONSULTANTS

3.1 The Architect/Electrical Engineer shall provide basic services for the following phases of Services:

| | |
|-----------|-----------------------------|
| <u>Na</u> | Pre-Design |
| <u>Na</u> | Site Analysis |
| <u>Na</u> | Schematic Design |
| <u>Na</u> | Design Development |
| <u>X</u> | Construction Documents |
| <u>X</u> | Bidding and/or Negotiation |
| <u>X</u> | Construction Administration |
| <u>X</u> | Post-Construction |
| <u>Na</u> | Other: |

3.2 The Architect shall provide, with the District's approval, the following consultant services as part of the base fee:

| | |
|-----------|------------------------------|
| <u>Na</u> | Civil Engineer |
| <u>Na</u> | Structural Engineer |
| <u>Na</u> | Mechanical/Plumbing Engineer |
| <u>Na</u> | Electrical Engineer |
| <u>Na</u> | Landscape Architect |
| <u>Na</u> | Food Service Consultant |

3.3 The Architect shall provide, with the District's approval, the following consultant services as additional fee (fee basis to be identified herein):

| | |
|-----------|----------------------------|
| <u>Na</u> | Theater Consultant |
| <u>Na</u> | Audio/Visual Consultant |
| <u>Na</u> | Acoustic Engineer/Designer |
| <u>Na</u> | Traffic Engineer |
| <u>Na</u> | Pool Consultant |
| <u>Na</u> | Energy Consultant |

3.4 Services excluded:
-Those in association with items identified as NA in part 3.2 and 3.3 above.

4. ARCHITECT'S COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the Architect by the DISTRICT for the Project.

4.1 The Architect shall provide professional services for the Project in accordance with the Terms and

Conditions of the Agreement and this Project Authorization.

- 4.2 The DISTRICT shall compensate the Architect in accordance with the Agreement and this Authorization.

- 4.2.1 For Architect's Services, compensation shall be computed as follows:

Fixed Fee of\$14,800.00

- 4.2.2 For Additional Services, compensation shall be determined per the Agreement.

- 4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement.

- 4.2.4 The Architect's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated on the project schedule.

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

- 5.1 Special provisions for this project include:

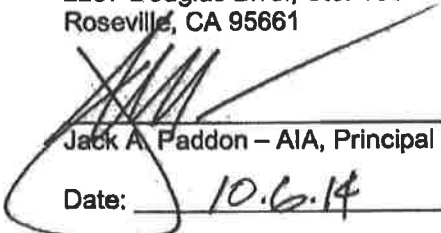
5.1.1- -Services related ADA studies, surveys, etc. are not included as part of the basic services, but can be provided as additional scope and fee if directed by the owner.

This Project Authorization is hereby approved, with the listed consultants, if any, in Sections 3.2 and 3.3.

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

Print Name and Title _____ Ryan DiGiulio
Date: _____ Assistant Superintendent of Business Services

Williams + Paddon Architects + Planners, Inc.
2237 Douglas Blvd., Ste. 160
Roseville, CA 95661



Jack A. Paddon – AIA, Principal

Date: 10.6.14

TENTATIVE AGREEMENT
Between the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
And the
ASSOCIATION of MANAGEMENT AND CONFIDENTIAL EMPLOYEES
For the
2014-2015 SCHOOL YEAR

The Marysville Joint Unified School District ("District") and the Association of Management and Confidential Employees ("AMACE") have reached a tentative agreement ("TA") on December 1, 2014. The tentative agreement outlines the economic provision(s) below as a total compensation package.

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

Salary Schedule:

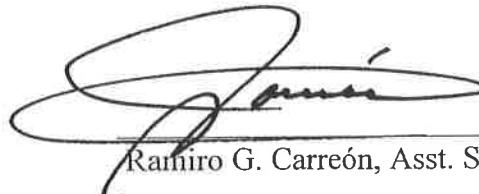
- ❖ 2013-14 salary schedules and ranges for each classification and title within AMACE shall be increased by three point zero percent (3.0%).
- ❖ The 3.0% shall be retroactive to July 1, 2014, if ratified by AMACE membership by December 5, 2014.
- ❖ A "re-opener" provision shall remain in place throughout the remainder of the 2014-15 school year.
- ❖ If this TA is ratified by the Governing Board of Trustees on December 9, 2014, AMACE salary schedule increases may be reflected in December pay warrants.

For AMACE:


Rocco Greco, AMACE President

12/1/14.
Date

For the District:


Ramiro G. Carreón, Asst. Supt

12/1/2014
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: AMACE
 Certificated, Classified, Other: Certificated & Classified

The proposed agreement covers the period beginning: July 1, 2014 and ending: June 30, 2015
 (date) (date)

The Governing Board will act upon this agreement on: December 9, 2014
 (date)

A. Proposed Change in Compensation

| Compensation | Annual Cost Prior to Proposed Agreement 2014-15 as of 9-15-14 | Fiscal Impact of Proposed Agreement | | |
|---|--|---|--------------------------------------|--------------------------------------|
| | | Year 1 Increase/(Decrease) Effective 07/01/2014 | Year 2 Increase/(Decrease) N/A | Year 3 Increase/(Decrease) N/A |
| 1 Salary Schedule (This is to include Step and Column, which is also reported separately in Item 6.) | \$ 6,110,620 | \$ 183,319 | | |
| | | 3.00% | 0.00% | |
| 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. | \$ 862,766 | \$ 25,883 | \$ - | |
| | | | 0.00% | |
| 4 Health/Welfare Benefits | \$ 675,120 | \$ - | | |
| | | 0.00% | 0.00% | |
| 5 Total Compensation - Add Items 1 through 4 to equal 5 | \$ 7,648,506 | \$ 209,202 | \$ - | |
| | | 3.00% | 0.00% | |
| 6 Step and Column - Due to movement plus any changes due to settlement. This is a subset of Line No. 1. | \$ - | \$ - | | |
| 7 Total Number of Represented Employees (Use FTEs if appropriate) | 60.00 | 60.00 | 1.00 | |
| 8 Total Compensation - Average Cost per Employee | \$ 127,475 | \$ 3,487 | \$ - | |
| | | 2.74% | 0.00% | |

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 3% retroactive to July 1, 2014.

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 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.

102

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

A "re-opener" provision shall remain in place throughout the remainder of the 2014-15 school year.

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 AMACE

Bargaining Unit:

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|--|--|-----------------|---|
| | Latest Board Approved Budget Before Settlement (As of 09-15-14) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| Revenue Limit Sources (8010-8099) | \$ 67,483,749 | \$ - | \$ - | \$ 67,483,749 |
| Remaining Revenues (8100-8799) | \$ 2,668,410 | \$ - | \$ - | \$ 2,668,410 |
| TOTAL REVENUES | \$ 70,152,159 | \$ - | \$ - | \$ 70,152,159 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$ 29,755,289 | \$ 143,829 | \$ - | \$ 29,899,118 |
| Classified Salaries (2000-2999) | \$ 9,732,746 | \$ 39,490 | \$ - | \$ 9,772,236 |
| Employee Benefits (3000-3999) | \$ 12,850,144 | \$ 25,883 | \$ - | \$ 12,876,027 |
| Books and Supplies (4000-4999) | \$ 4,193,582 | \$ - | \$ - | \$ 4,193,582 |
| Services, Other Operating Expenses (5000-5999) | \$ 5,600,823 | \$ - | \$ - | \$ 5,600,823 |
| Capital Outlay (6000-6599) | \$ 98,616 | \$ - | \$ - | \$ 98,616 |
| Other Outgo (7100-7299) (7400-7499) | \$ 232,317 | \$ - | \$ - | \$ 232,317 |
| Direct Support/Indirect Cost (7300-7399) | \$ (1,116,139) | \$ - | \$ - | \$ (1,116,139) |
| TOTAL EXPENDITURES | \$ 61,347,378 | \$ 209,202 | \$ - | \$ 61,556,580 |
| OPERATING SURPLUS (DEFICIT) | \$ 8,804,781 | \$ (209,202) | \$ - | \$ 8,595,579 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$ - | \$ - | \$ - | \$ - |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$ - | \$ - | \$ - | \$ - |
| CONTRIBUTIONS (8980-8999) | \$ (6,428,501) | \$ - | \$ - | \$ (6,428,501) |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ 2,376,280 | \$ (209,202) | \$ - | \$ 2,167,078 |
| BEGINNING FUND BALANCE | \$ 9,186,970 | | | \$ 9,186,970 |
| Prior-Year Adjustments/Restatements (9793/9795) | \$ - | | | \$ - |
| ENDING FUND BALANCE | \$ 11,563,250 | \$ (209,202) | \$ - | \$ 11,354,048 |
| COMPONENTS OF ENDING BALANCE: | | | | |
| Reserved Amounts (9711-9740) | \$ 455,000 | \$ - | \$ - | \$ 455,000 |
| Reserved for Economic Uncertainties (9770) | \$ 2,446,802 | \$ 6,276 | \$ - | \$ 2,453,078 |
| Designated Amounts (9775-9780) | \$ 5,335,000 | \$ - | \$ - | \$ 5,335,000 |
| Unappropriated Amount (9790) | \$ 3,326,448 | \$ (215,478) | \$ - | \$ 3,110,970 |

* Please see question #5 on page 7.

104

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 09-15-14) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| Revenue Limit Sources (8010-8099) | \$ 2,147,690 | \$ - | \$ - | \$ 2,147,690 |
| Remaining Revenues (8100-8799) | \$ 11,614,923 | \$ - | \$ - | \$ 11,614,923 |
| TOTAL REVENUES | \$ 13,762,613 | \$ - | \$ - | \$ 13,762,613 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$ 5,270,441 | \$ - | \$ - | \$ 5,270,441 |
| Classified Salaries (2000-2999) | \$ 3,846,617 | \$ - | \$ - | \$ 3,846,617 |
| Employee Benefits (3000-3999) | \$ 2,933,231 | \$ - | \$ - | \$ 2,933,231 |
| Books and Supplies (4000-4999) | \$ 2,135,403 | \$ - | \$ - | \$ 2,135,403 |
| Services, Other Operating Expenses (5000-5999) | \$ 2,961,720 | \$ - | \$ - | \$ 2,961,720 |
| Capital Outlay (6000-6599) | \$ - | \$ - | \$ - | \$ - |
| Other Outgo (7100-7299) (7400-7499) | \$ 1,931,720 | \$ - | \$ - | \$ 1,931,720 |
| Direct Support/Indirect Cost (7300-7399) | \$ 313,568 | \$ - | \$ - | \$ 313,568 |
| | | | | |
| TOTAL EXPENDITURES | \$ 19,392,700 | \$ - | \$ - | \$ 19,392,700 |
| OPERATING SURPLUS (DEFICIT) | \$ (5,630,087) | \$ - | \$ - | \$ (5,630,087) |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$ - | \$ - | \$ - | \$ - |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$ 820,000 | \$ - | \$ - | \$ 820,000 |
| CONTRIBUTIONS (8980-8999) | \$ 6,428,501 | \$ - | \$ - | \$ 6,428,501 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ (21,586) | \$ - | \$ - | \$ (21,586) |
| | | | | |
| BEGINNING FUND BALANCE | \$ 882,653 | | | \$ 882,653 |
| Prior-Year Adjustments/Restatements (9793/9795) | \$ - | | | \$ - |
| ENDING FUND BALANCE | \$ 861,067 | \$ - | \$ - | \$ 861,067 |
| COMPONENTS OF ENDING BALANCE: | | | | |
| Reserved Amounts (9711-9740) | \$ - | \$ - | \$ - | \$ - |
| Reserved for Economic Uncertainties (9770) | \$ - | \$ - | \$ - | \$ - |
| Designated Amounts (9775-9780) | \$ - | \$ - | \$ - | \$ - |
| Unappropriated Amount (9790) | \$ 861,067 | \$ - | \$ - | \$ 861,067 |

* Please see question #5 on page 7.

105

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 09-15-14) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| Revenue Limit Sources (8010-8099) | \$ 69,631,439 | \$ - | \$ - | \$ 69,631,439 |
| Remaining Revenues (8100-8799) | \$ 14,283,333 | \$ - | \$ - | \$ 14,283,333 |
| TOTAL REVENUES | \$ 83,914,772 | \$ - | \$ - | \$ 83,914,772 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$ 35,025,730 | \$ 143,829 | \$ - | \$ 35,169,559 |
| Classified Salaries (2000-2999) | \$ 13,579,363 | \$ 39,490 | \$ - | \$ 13,618,853 |
| Employee Benefits (3000-3999) | \$ 15,783,375 | \$ 25,883 | \$ - | \$ 15,809,258 |
| Books and Supplies (4000-4999) | \$ 6,328,985 | \$ - | \$ - | \$ 6,328,985 |
| Services, Other Operating Expenses (5000-5999) | \$ 8,562,543 | \$ - | \$ - | \$ 8,562,543 |
| Capital Outlay (6000-6599) | \$ 98,616 | \$ - | \$ - | \$ 98,616 |
| Other Outgo (7100-7299) (7400-7499) | \$ 2,164,037 | \$ - | \$ - | \$ 2,164,037 |
| Direct Support/Indirect Cost (7300-7399) | \$ (802,571) | \$ - | \$ - | \$ (802,571) |
| TOTAL EXPENDITURES | \$ 80,740,078 | \$ 209,202 | \$ - | \$ 80,949,280 |
| OPERATING SURPLUS (DEFICIT) | \$ 3,174,694 | \$ (209,202) | \$ - | \$ 2,965,492 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$ - | \$ - | \$ - | \$ - |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$ 820,000 | \$ - | \$ - | \$ 820,000 |
| CONTRIBUTIONS (8980-8999) | \$ - | \$ - | \$ - | \$ - |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ 2,354,694 | \$ (209,202) | \$ - | \$ 2,145,492 |
| BEGINNING FUND BALANCE | \$ 10,069,623 | | | \$ 10,069,623 |
| Prior-Year Adjustments/Restatements (9793/9795) | \$ - | | | \$ - |
| ENDING FUND BALANCE | \$ 12,424,317 | \$ (209,202) | \$ - | \$ 12,215,115 |
| COMPONENTS OF ENDING BALANCE: | | | | |
| Reserved Amounts (9711-9740) | \$ 455,000 | \$ - | \$ - | \$ 455,000 |
| Reserved for Economic Uncertainties (9770) | \$ 2,446,802 | \$ 6,276 | \$ - | \$ 2,453,078 |
| Designated Amounts (9775-9780) | \$ 5,335,000 | \$ - | \$ - | \$ 5,335,000 |
| Unappropriated Amount - Unrestricted (9790) | \$ 3,326,448 | \$ (215,478) | \$ - | \$ 3,110,970 |
| Unappropriated Amount - Restricted (9790) | \$ 861,067 | \$ - | \$ - | \$ 861,067 |
| Reserve for Economic Uncertainties Percentage | 7.08% | | | 6.80% |

* Please see question #5 on page 7.

106

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) | \$ 69,631,439 | \$ 71,432,439 | \$ 72,997,439 |
| Remaining Revenues (8100-8799) | \$ 14,283,333 | \$ 14,283,333 | \$ 14,283,333 |
| TOTAL REVENUES | \$ 83,914,772 | \$ 85,715,772 | \$ 87,280,772 |
| EXPENDITURES | | | |
| Certificated Salaries (1000-1999) | \$ 35,169,559 | \$ 36,035,128 | \$ 37,000,697 |
| Classified Salaries (2000-2999) | \$ 13,618,853 | \$ 13,913,508 | \$ 14,108,163 |
| Employee Benefits (3000-3999) | \$ 15,809,258 | \$ 16,805,334 | \$ 17,499,411 |
| Books and Supplies (4000-4999) | \$ 6,328,985 | \$ 6,582,151 | \$ 6,796,274 |
| Services, Other Operating Expenses (5000-5999) | \$ 8,562,543 | \$ 8,562,543 | \$ 8,562,543 |
| Capital Outlay (6000-6999) | \$ 98,616 | \$ 98,616 | \$ 98,616 |
| Other Outgo (7100-7299) (7400-7499) | \$ 2,164,037 | \$ 2,164,037 | \$ 2,164,037 |
| Direct Support/Indirect Cost (7300-7399) | \$ (802,571) | \$ (802,571) | \$ (802,571) |
| TOTAL EXPENDITURES | \$ 80,949,280 | \$ 83,358,746 | \$ 85,427,170 |
| OPERATING SURPLUS (DEFICIT) | \$ 2,965,492 | \$ 2,357,026 | \$ 1,853,602 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$ - | \$ - | \$ - |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$ 820,000 | \$ 820,000 | \$ 820,000 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ 2,145,492 | \$ 1,537,026 | \$ 1,033,602 |
| BEGINNING FUND BALANCE | \$ 10,069,623 | \$ 12,215,115 | \$ 13,752,141 |
| ENDING FUND BALANCE | \$ 12,215,115 | \$ 13,752,141 | \$ 14,785,743 |
| COMPONENTS OF ENDING BALANCE: | | | |
| Reserved Amounts (9711-9740) | \$ 455,000 | \$ 455,000 | \$ 455,000 |
| Reserved for Economic Uncertainties - Unrestricted (9770) | \$ 2,453,078 | \$ 2,525,362 | \$ 2,587,415 |
| Reserved for Economic Uncertainties - Restricted (9770) | \$ - | \$ - | \$ - |
| Board Designated Amounts (9775-9780) | \$ 5,335,000 | \$ - | \$ - |
| Unappropriated Amounts - Unrestricted (9790) | \$ 3,110,970 | \$ 10,771,779 | \$ 11,743,328 |
| Unappropriated Amounts - Restricted (9790) | \$ 861,067 | \$ - | \$ - |

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) | \$ 81,769,280 | \$ 84,178,746 | \$ 86,247,170 |
| 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 | \$ 2,453,078 | \$ 2,525,362 | \$ 2,587,415 |

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

| | | | | |
|----|---|--------------|---------------|---------------|
| a. | General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770) | \$ 2,453,078 | \$ 2,525,362 | \$ 2,587,415 |
| b. | General Fund Budgeted Unrestricted Unappropriated Amount (9790) | \$ 3,110,970 | \$ 10,771,779 | \$ 11,743,328 |
| 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 | \$ 5,564,048 | \$ 13,297,141 | \$ 14,330,743 |
| h. | Reserve for Economic Uncertainties Percentage | 6.80% | 15.80% | 16.62% |

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

Current FY 2014-15

Yes ☒

No ☐

First Subsequent FY 2015-16

Yes ☒

No ☐

Second Subsequent FY 2016-17

Yes ☒

No ☐

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

5. Total

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

No Variance

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

N/A

K. SALARY NOTIFICATION REQUIREMENT

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

COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT BASE REVENUE LIMIT

| | |
|--|--------------------------------|
| (a) Current Year Base Revenue Limit (BRL) per ADA: | <u>\$ 7,949.00</u> (Estimated) |
| (b) Prior Year Base Revenue Limit (BRL) per ADA | <u>\$ 7,007.00</u> (Actual) |
| (c) Amount of Current Year Increase: (a) minus (b) | <u>\$ 942.00</u> |
| (d) Percentage Increase in BRL per ADA: (c) divided by (b) | <u>13.44%</u> |
| (e) Change in Deficit % from PY to CY: (Enter as a %) | <u>0.00%</u> |
| (f) Percentage Increase in BRL after deficit: | <u>13.44%</u> |
| (g) Total Compensation Percentage Increase from Section A, Line 5, Page 1 for current year (Year 1) | <u>3.00%</u> |

110

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 Bargaining Unit, during the term of the agreement from 7/1/14 to 6/30/15.

Board Actions

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

Current Year

| <u>Budget Adjustment Categories:</u> | <u>Budget Adjustment Increase (Decrease)</u> |
|--|---|
| <u>Revenues/Other Financing Sources</u> | \$ <u> </u> |
| <u>Expenditures/Other Financing Uses</u> | \$ <u>209,202</u> |
| <u>Ending Fund Balance Increase (Decrease)</u> | \$ <u>(209,202)</u> |

Subsequent Years

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

Budget Revisions

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

Certifications (check one & sign)

☒ I hereby certify ☐ I am unable to certify


District Superintendent
(Signature)

12-4-14
Date

☒ I hereby certify ☐ I am unable to certify


Chief Business Official
(Signature)

12/4/14
Date

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



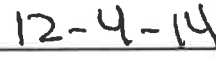
M. CERTIFICATION FORM NO. 2

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

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.



District Superintendent (or Designee)
(Signature)



Date


Ryan DiGiulio, Assistant Superintendent, Business Services

Contact Person

530-749-6115

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on December 9, 2014 took action to approve the proposed Agreement with AMACE.



President (or Clerk), Governing Board
(Signature)

Date

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

