

South Lindhurst High School

Board Report

February 9, 2016

Thank you to the Marysville Joint Unified School District Board of Trustees for the opportunity to explain the current status and progress of South Lindhurst High School for the 2015-2016 school year.

South Lindhurst Continuation High School is an alternative education program that serves the age groups of 16 through 19. The majority of these students are credit deficient or need a smaller educational environment to maximize their true academic potential. This year, North Marysville and South Lindhurst Continuation programs merged to create one site. The impact of this merger resulted in changes to the school site, staffing, and overall program. Currently, we have 5 general education teachers, 1 special education teacher, 1 secretary, a full time Student Support Specialist, and a part-time Guidance Counselor on site. Over 50 % of our staff is new to our site this year. I cannot say enough about each of these individuals and the impact they have provided to our students and community. We truly have a special team that will continue to get stronger as we grow together.

Throughout this school year our enrollment has fluctuated between 140 to 155 students at any given time and our attendance rate has averaged 98% in the first semester. The South Lindhurst Continuation program offers flexibility for students and families with two half-day sessions while offering a multitude of ways to achieve credit repair. Each quarter, student transcripts are analyzed and student schedules are adjusted to meet their individual needs. Students have the opportunity to extend their school day to maximize credit recovery if they have demonstrated a positive attitude, strong work ethic, and have earned full credit in each of their classes. Students who are not able to meet the graduation requirements as identified by the MJUSD Board of Trustees, may be eligible to return to our program as a 5th year senior on an academic contract. We are very proud to say that we have 17 South Lindhurst High School graduates thus far, many of whom were returning 5th year seniors. It is the notion of “Never Giving Up” that drives our staff, students and culture here at South Lindhurst High School.

Site Changes

Our site has been revamped and improved in many ways since this time last year. Over the summer our site has grown in size to accommodate our merging schools'. The district funded facilities project provided us with a new portable classroom for our Ag Science teacher and additional space for our FFA program. We now have a functional classroom with a smartboard, student computers, chemical top tables for science labs and two sinks. This space has become the centralized location for all student outreach programs such as FFA and student leadership.

In March of last year our site used categorical funding to purchase 27 desktop computers for the school's first computer lab. The lab was completed this summer and is currently being used to run our online credit recovery program called, PLATO. The online PLATO Program is in its second year of implementation. Within the first semester over 500 credits had been earned by our students within this program. The online PLATO program

provides students with the flexibility to work on their A-G coursework 24 hours a day. We look forward to expanding this online program in the future.

Another exciting change to South Lindhurst is our new Student Services Office. This office space provides an open view to the entire campus for safety and houses our school secretary, principal, and guidance counselor. The old office space was turned into a staff room and curriculum library/book room.

Our mission at South Lindhurst is to become a model continuation site. In order to achieve this goal, we have developed a three year plan that will guide us through program changes and academic excellence. The impact of these changes can be felt and seen throughout our campus and community today. This year's theme is *TRANSITION* with a focus on systems, culture, community, and guidance. Building relationships and systems of communication within the school system and community have been the driving force for implementation early in this school year. Our goal is to constantly improve individual practices and systems to create a model program for our students that will lead them to a high school diploma and a college or career pathway. Below, I have highlighted our progress this school year within each of the four focus areas.

Program and Systems

South Lindhurst has made several systemic changes to the overall program in an effort to create student buy in, personal responsibility, and future planning. First, we established a clear and consistent way in which we administer credits to students. There are levels of communication and administrative approval before additional credit opportunities can be provided. This systemic change provides communication to all levels and ensures that all students' individual grad plans will be achieved. Second, we moved to a direct instruction model and away from packet work to promote student engagement and refine life-long skills that translate to college or career readiness.

In most cases, our students lack confidence and academic buy-in because of their negative academic or life experiences. This year, we moved to a quarter system so that students are able to see results quicker and build confidence. In an effort to support our students in goal development and college or career exploration we built in a 25 minute guidance period every Thursday within the master schedule. This on-going conversation helps keep our students academically focused and ready for life beyond high school. At the end of each quarter, students update their individual grad plan and set new goals for the upcoming quarter. We have found that our students are more driven, focused, and aware of their progress. They are genuinely excited about the progress they have made and want to take on more. In turn, we have increased our number of students concurrently enrolled into Yuba College and in Lindhurst ROP classes. Currently, we have 12 students taking at least one course at Yuba College and 16 taking ROP courses at Lindhurst High School.

Culture

PBIS has had huge impacts on multiple sites within our district and we felt that our program and students could benefit as well. We are currently in year one of implementation. Our staff determined 4 common expectations that every student and staff member must possess:

- Be Respectful
- Be Responsible

- Be Positive
- Never Give Up

All four expectations were communicated to students on the first day of school and can be seen posted around every part of the campus. Students are reminded of these expectations through our daily announcements and school newscasts that broadcast once per month. We recently created school t-shirts and sweatshirts that have the 4 expectations printed on them. This has created pride and ownership within our school. We believe that if a person see's it and hears it long enough they begin to believe in it!

In an effort to reward our students for positive behavior we created "Noble Knight" cards. When teachers witness positive behaviors in students they provide a card to the student. Students are able to put their card into a weekly drawing for a prize on Friday's. It has created a common language and a standard of expectation for our campus.

Our incentive and rewards program has expanded as well. The incentive or reward with the most profound impact this year has been our prestigious "Knight Scholar" club. If a student earns 20 or more credits in a quarter they become a member of this club. Each student is rewarded with their name on the office plaque and a fieldtrip. The 1st quarter had 32 *knight scholars* and they all attended the Shady Creek Ropes Course for teambuilding. The kids had a great time, built relationships and came back inspired to work harder. The 2nd quarter trip will take 35 *knight scholars* to Chico State to learn about their program and view the campus.

Community

We used our Title 1 categorical monies to fund a full time Student Support Specialist. This position is very important to the everyday needs of our students and families. Mrs. Elizabeth Huerta has done an amazing job of connecting with our student population and parents. This position was created by our Site Council because we needed more parental involvement and support to help our students achieve success. She has made individual contact with each of our E.L. parents and students while starting our first E.L. parent group for our school site. It has provided lines of communication and support for our E.L. population that was not there prior. We are very excited about the potential of expanding this parent group moving forward.

I am also very excited to say that with the support of LCAP funds we now have a Guidance Counselor that is shared with Community Day School. Mr. Clint Tarrant has been an outstanding addition to our team and his impact is felt throughout our campus. Selfishly, I would love to have him as our full time guidance counselor to move this program to another level. However, the teamwork between Mrs. Huerta and Mr. Tarrant to service the needs of our students has been wonderful. Together, they put together our very first Career Day. This event brought 24 college or career programs and 14 presenters onto our campus. Immediately following that event, four of our students got pre-enrolled in to Cambridge University and countless others have found their pathway to college or career. The community partnerships that were developed in the process will benefit our future students as well. Mr. Tarrant has played an instrumental role in ensuring that every student has an individualized graduation plan and is constantly seeking new ways to help our students and families. In the spring, we will begin to provide parent workshops in the evening.

Mrs. Jessie Brown is a first year teacher and former Marysville High School graduate. I am very proud to say that she is our Ag Science teacher and FFA advisor at South Lindhurst. Her energy and positive spirit is contagious to anyone she interacts with. She has gotten our student population excited and actively involved in our school and local community. Already this school year our students have participated in:

- Donation Drive for the fire victims in Yuba, Colusa and Lake Counties
- Lunch time rallies, FFA meetings, and student competitions
- Farm Day at the Yuba Sutter Fair
- Breast Cancer Awareness Education school wide during the month of October
- Volunteering at Pumpkin Patch (Elementary Field Trips)
- Opening and Closing Public Speaking Competition at East Nicholas High School
- Can Food Drive for homeless families during the holidays
- Decorated and delivered 5 Christmas trees to families in need
- Delivered 6 Christmas meals to families in need
- Family Christmas Movie Night

Guidance

Everyone benefits from a positive role-model or influence. The majority of our students lack direction and need supports to guide them to the possibilities that are available to them. This is why we asked for a guidance counselor with the LCAP funding, created the student support specialist position through Site Council, and built in a guidance period for our students. Every one of our staff members serve an important role in guiding our students to success. Through the teamwork and collaboration between Mrs. Huerta (Student Support Specialist) and Mr. Tarrant (Guidance Counselor) we are now offering workshops during the school day and after school for:

- Resume building
- Job interviews
- Community College Registration/Orientation
- Financial Aid
- Academic Intervention

Summary

South Lindhurst High School is much more than a school; it is a small family that looks after the best interest of each member within it. We have a plan and through hard work and constant refinement we will turn the plan into a reality. We are encouraged about the progress that we have made this year and are excited about the future of this program. We thank you for the opportunity to share our progress and vision with you and would like to extend an open invitation to visit our school in the future.

MJUSD
Personnel Dept.

JAN 14 2016

January 14, 2016

RECEIVED

To Whom It May Concern,

I will be retiring from teaching in the MJUSD at the end of this school year, June 3, 2016. I would like to participate in the Early Retirement Incentive.

Thank you,

A handwritten signature in black ink, appearing to be "Todd Anderson", written over a horizontal line.

Todd Anderson

MJUSD
Personnel Dept.

JAN 20 2016



RECEIVED

Cathleen Ann Decker

2211 Ramirez Street

Marysville, CA 95901

530-682-2280

cdecker54@pacbell.net

January 18, 2016

To: Marysville Joint Unified School District

Gay Todd, Ed.D.

Mr. Ramiro Carreón

MJUSD School Board Members

Please accept this letter as notification that I will be resigning my position as teacher with MJUSD on June 3, 2016. I would very much like to participate in the early retirement incentive to cover my benefit cost.

Thank you for the opportunities for professional and personal development that you have provided me during these last seventeen years. I can truly say I have been one of the fortunate few that actually loved their jobs.

Sincerely,



Cathleen Decker

Ashley Vette

MJUSD

Personnel Dept.

From: Nancy Amezcuita <lavidenpaulina@yahoo.com>
Sent: Wednesday, January 27, 2016 7:48 AM
To: Ashley Vette

JAN 27 2016

RECEIVED

Dear Mrs. Vette

It is very difficult to say, but considering my academic circumstances, I am unable to continue my work as a STARS provider at Edgewater Elementary School.

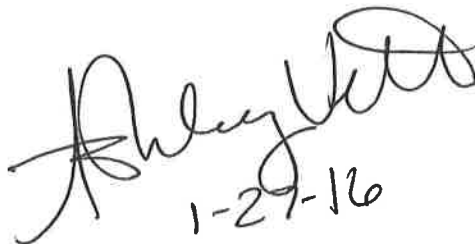
Please accept this letter as formal notification that I am resigning from my position with Marysville Joint Unified School District. My last day will be on January 27, 2016.

This was not an easy decision to make because I truly enjoyed being a STARS provider and have become very attached to the kids. However, I must prioritize my studies above all else and doing so will not allow me to continue with the district. My time with STARS has been very rewarding. I've enjoyed working for you and am very grateful for the chance to have worked with the most amazing students and team at an incredible school.

Thank you for the opportunities you have provided me during my time with the District.

Sincerely,

Nancy Amezcuita


1-27-16

Ashley Vette

MJUSD

Personnel Dept.

From: goforthandconquer96@gmail.com
Sent: Thursday, January 21, 2016 1:13 PM
To: Ashley Vette
Subject: Resignation letter

JAN 21 2016

RECEIVED

My name is Lexi Goforth, I work for the STARS program and I will be turning in my resignation letter immediately starting January 21, 2016 due to childcare and personal family issues going on right now. I would like to thank the STARS program for everything I've learned while being here.

Lexi Goforth

Received 1/21/16
Ashley Vette

8

JAN 27 2016

RECEIVED

January 15, 2016

Scott Lane
Transportation Dept. M.J.U.S.D.
1919 B. Street
Marysville, CA 95901

Dear Scott,

It is with a heavy heart that I must notify you that I am giving my two week notice. I have enjoyed my short lived career as a bus driver immensely. My experiences with the children have humbled me greatly and life lessons in general. During my tenure here I have had the opportunity to work with some stellar individuals. I will miss them all greatly.

Through the many changes in the transportation department, Mr. Donald Buerer has remained a constant. He is a complete joy. I hope when he retires, that it treats him well. Dawn Patterson has held dispatch together during the darkest days of Diane's passing and beyond in all the craziness. Danielle, I believe, has done an excellent job stepping up and learning a not so easy position. Karin has been a delight to work with and wish her well.

I believe you to be a fair and equitable character. During my hiring process I was grateful that you gave me the opportunity to try something new. During my tenure here you have also taken on additional responsibilities that are new. I wish you well in your ever many and growing duties. Like Don, I hope retirement treats you well.

Thank you very much for the years. I will remember them, miss my cohorts and more than anything all the wonderful little people that I have transported. May 2016 treat you all well. My last day will be January 29, 2016 the same as my last contracted day of January 2016.

Sincerely,



Karon Pate

**DRAFT**

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT 2016 – 2017 STUDENT CALENDAR

DRAFT

JULY 2016						
S	MON	TUE	WED	THUR	FRI	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
4 Independence Day						
Instructional Days:						0

AUGUST 2016						
S	MON	TUE	WED	THUR	FRI	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
11, 12 Voluntary PD Days 15 Site-based Teacher Workday/No students 16 First Day of Instruction						
Instructional Days:						12

SEPTEMBER 2016						
S	MON	TUE	WED	THUR	FRI	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
5 Labor Day						
Instructional Days:						21

OCTOBER 2016						
S	MON	TUE	WED	THUR	FRI	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
7 District-wide Minimum Days 10 Site-based Teacher Workday/No students						
Instructional Days:						20

NOVEMBER 2016						
S	MON	TUE	WED	THUR	FRI	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
11 Veterans Day 21-25 Thanksgiving Break						
Instructional Days:						16

DECEMBER 2016						
S	MON	TUE	WED	THUR	FRI	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
16 District-wide Minimum Days Dec. 19 - Jan. 6 Christmas Break						
Instructional Days:						12

JANUARY 2017						
S	MON	TUE	WED	THUR	FRI	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
16 Martin Luther King Jr. Day						
Instructional Days:						16

FEBRUARY 2017						
S	MON	TUE	WED	THUR	FRI	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				
13 Lincoln's Birthday Observed 20 Washington's Birthday Observed						
Instructional Days:						18

MARCH 2017						
S	MON	TUE	WED	THUR	FRI	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
13 Site-based Teacher Workday/ No students 31 District-wide Minimum Days						
Instructional Days:						22

APRIL 2017						
S	MON	TUE	WED	THUR	FRI	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
10 - 17 Spring Break						
Instructional Days:						14

MAY 2017						
S	MON	TUE	WED	THUR	FRI	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
29 Memorial Day						
Instructional Days:						22

JUNE 2017						
S	MON	TUE	WED	THUR	FRI	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
9 Last Day of Instruction/Minimum Day 12 "Snow" Day 12, 13 Voluntary PD Days						
Instructional Days:						7

Total: 180**10**

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Computer/Web Technician

Job Summary: Under general supervision of the Director of Technology, maintain and operate all personal computer hardware and software throughout the district; advise, instruct, and assist users in the use of systems; responsible for the ongoing design, implementation and maintenance of the District's website; manages and maintains the District's Google Apps for Education (GAFE) domain, along with other programs/systems assigned by the Director of Technology.

Essential Functions (including, but not limited to):

1. Troubleshoot network problems involving printing, application access, workstation communication between Chrome devices and other district hardware.
2. Troubleshoot hardware and software problems on workstations and Chrome devices.
3. Creation of user accounts, assign user permissions and security on the GAFE domain, sync GAFE groups to district mail groups
4. Assist District Office and school site staff with Web page design, development, implementation and maintenance; monitors the day-to-day operation and usage of the Website and GAFE domain.
5. Creates and monitors user online surveys, questionnaires, and forms
6. Assists with the development, dissemination, and observance of adherence to standards for publishing on MJUSD and social media sites
7. Researches emerging Web tools, which might be useful for authoring documents, managing the Website, and expanding online offerings.
8. Manages and maintain the enrollment of district Chrome devices
9. Converts submitted materials to web documents and/or fillable PDF forms;
10. Provide training to district staff on the usage of GAFE and the development of Google Classroom sites.
11. Perform related duties as assigned.

Employment Standards:

Required:

1. Knowledge equivalent to industry standards for personal computer hardware troubleshooting and configuration.
2. Current knowledge of various software applications (Google Apps, MS Office, etc.)
3. Familiar with all Windows OS and Google applications.
4. Knowledge of Web page development procedures.
5. Google Apps for Education domain administration.
6. Read, interpret and apply technical manuals, and documentation
7. Work effectively with staff
8. Communicate effectively both orally and in writing
9. Work flexible hours
10. When necessary; lift and move microcomputers, and related equipment
11. Stand on ladders as needed for some assignments.
12. Experience equivalent to:
 - Three years of increasingly responsible experience in a technology support environment including Web based programs
 - Experience requirements may be substituted on a year-for-year basis by education above Associate Degree in microcomputers and networking applications and systems

Desirable:

1. Bachelor's Degree in Computer Science or related field
2. Webmaster certification
3. Google Apps for Education Administrator Certification
4. Google Apps for Education Certified Trainer

Board approved:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS LEAD SUPERVISOR

JOB SUMMARY: Under the direction of the Executive Director of Maintenance, Operations, and Transportation, plan, organize and coordinate Maintenance and Operations for the District while providing direct, indirect and technical supervision over the Supervisors of Grounds and Custodial, and the Maintenance staff. Monitor and maintain programs and records to ensure District compliance with all local, state and federal rules, regulations and programs.

ESSENTIAL FUNCTIONS (include but not limited to):

1. Provide direct, indirect and technical supervision over the Custodial Supervisor, Grounds Supervisor, and District Maintenance staff.
2. Plan, organize, and lead the District maintenance and operations program, activities and related services.
3. Develop and administer schedules and work assignments for the Custodial Supervisor, Grounds Supervisor and District Maintenance staff; plans, coordinates and arranges for the appropriate training of staff, including in-service training and safety programs.
4. Manage all work orders assigned to the Maintenance and Operations department and provide assistance to Facilities on work orders as necessary.
5. Assist Custodial Supervisor, Grounds Supervisor and District Maintenance staff in their specific work details.
6. Determine operational policies, guidelines, priorities, and the scheduling and control of various ongoing and construction and reconstruction projects that do not require DSA approval.
7. Coordinates and participates in the design and application of engineering plans and specifications for the construction, remodeling, modernization, and maintenance of district buildings and grounds.

8. Plan, organize, develop and implement operational procedures for all work completed on and around the District's buildings and grounds to ensure adherence to a cost effective and cost beneficial operational mode, and to ensure that appropriate quality control and performance standards are maintained.
9. Consult with site administration, the Director of Facilities and Energy Management and the Executive Director of Maintenance, Operations, and Transportation concerning requests for building and grounds maintenance, repair, and construction work.
10. Plan, organize and supervise mid- and long-range building, grounds and equipment preventative maintenance programs, including implementation and maintenance of a systematized data management, storage and retrieval system.
11. Determine priority of maintenance and repair projects.
12. Review estimates of job costs incurred.
13. Personally perform and maintain a continuous schedule and record of inspections of all school buildings and grounds to ensure that potential safety hazards are corrected and prevented.
14. Work cooperatively the Director of Facilities and Energy Management and the Executive Director of Maintenance, Operations, and Transportation to establish both a district-wide preventive maintenance schedule and five-year deferred maintenance plan.
15. Analyze maintenance and operations needs at sites to ensure compliance with District standards for facilities.
16. Monitor hazardous material programs and keep records to ensure District compliance with all local, state and federal regulations and programs.
17. Recommend corrective action and priorities to the Executive Director of Maintenance, Operations, and Transportation and the Director of Facilities and Energy Management.
18. Establish and work within a strict budget under the direction of the Executive Director of Maintenance, Operations, and Transportation.

19. Review and approve requisitions, and order maintenance, grounds, and custodial supplies, materials and equipment.
20. Evaluate, standardize, and monitor maintenance supplies and equipment.
21. Plan, coordinate and supervise the review, examination and testing of a variety of products and equipment in determining product standards, and in the development of product bid specifications.
22. Plan, organize, develop and maintain inventory control and expenditure control procedures.
23. Respond to routine and emergency calls District-wide under the direction of the Executive Director of Maintenance, Operations, and Transportation.
24. Review and audit incident and accident investigation reports and determine appropriate action.
25. Represent the District in working with state, county and city land use and planning agencies.
26. Lead in the selection of maintenance personnel and assist in the selection of grounds and custodial personnel.
27. Make recommendations for the District's maintenance and operations staffing plan.
28. Perform related duties as required.

EMPLOYMENT STANDARDS:

Required:

1. Education and/ or training in related fields.
2. Valid California driver's license
3. High school diploma
4. Must have a working telephone for after hour's district emergency calls.
5. Physically able to maintain an active work schedule.

Desirable:

1. Minimum of three (3) years of increasingly responsible experience in a lead or supervisory position in the

maintenance and operations field with preference in school district experience.

2. Certification in a specific trade (e.g. HVAC, electrician, hazardous waste removal, Contractor's license, etc.)
3. Water Treatment Plant Operation certification

Knowledge of:

1. Modern building and grounds maintenance methods, materials and equipment; rules, regulations and policies pertinent to the operation and maintenance of school buildings and equipment.
2. Modern work measurement and scheduling techniques.
3. Supply and storage of materials and equipment and principles of supervision.
4. Standard school budget and accounting procedures.
5. Basic tools, equipment, terms and practices used in building maintenance and operations.
6. Work hazards and common job safety precautions.
7. Local, state and federal rules and regulations which govern public schools.

Ability to:

1. Conduct in-service training
2. Direct and supervise the work of others
3. Estimate type, quantity of supplies and equipment required
4. Carry out oral and written instructions
5. Establish and maintain effective working conditions and relationships.
6. Properly evaluate employees.
7. Assist in submitting requests for new equipment or replacement of worn-out equipment with proper justification.
8. Maintain recommended staffing ratio recommendations.
9. Operate vehicles safely.
10. Operate mobile phone.
11. Use basic tools skillfully and safely.
12. Oversee and inspect outside contractors.
13. Pass assigned training related to position.

Board Approved:

Includes Purchase Orders dated 01/01/2016 - 01/31/2016

Board Meeting Date February 9, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P16-02189	APPLE COMPUTER INC	MIS iPad	01-4300-0004	464.18
P16-02255	WAL-MART COMMUNITY BRC	ABL Admin Purpose	01-4300-1100	1,000.00
P16-02273	SUPERIOR TEXT	MIS Textbooks	01-4100-1100	8,241.81
			Total Location	9,705.99
Location Accounting/Payroll (103)				
P16-02217	SMS TECH SOLUTIONS	Acrobat Pro Camie Daugherty	01-5801-0000	170.93
P16-02262	CROWE HORWATH LLP	AUDIT MEASURE P & GOB 2015	01-5840-0000	6,000.00
			Total Location	6,170.93
Location After School Program (107)				
P16-02336	WAL-MART COMMUNITY BRC	Supplies CLE, Ella, COR STARS	01-4300-6010	1,200.00
Location Arboga Elementary (01)				
P16-02210	GENERAL BINDING CORP	Laminator Warranty (North American Direct)	01-5621-1100	452.40
P16-02212	Esmeralda Raya	RAVNEET DHILLON-LESLEE HARLAN SCHOLARSHIP	73-7299-9020	500.00
P16-02284	AMAZON.COM	Supplies/JONES	01-4300-0003	35.07
P16-02307	AMAZON.COM	Supplies	01-4300-1100	119.88
			Total Location	1,107.35
Location Browns Valley Elementary (03)				
P16-02222	WEST MUSIC	Music Grant	01-4300-9010	721.47
P16-02345	HP Inc. Attn: Public Sector Sales	BVS Laptops	01-4410-0003	3,717.00
			01-4410-0004	1,936.62
			Total Location	6,375.09
Location Business Services (106)				
P16-02190	GOVERNMENT FINANCIAL STRATEGIES, INC	Continuing Disclosure for 2016	25-5801-0000	3,000.00
P16-02380	SCHOOL WORKS, INC	Level 1 Developer Fees	01-5801-0000	7,750.00
			Total Location	10,750.00
Location Categorical (203)				
P16-02216	AMAZON.COM	Materials for Homeless Program	01-4300-5630	63.41
P16-02231	TutorWorks, Inc.	2015-16 SES Tutoring	01-5801-3010	2,850.69
P16-02293	Above & Beyond Learning	2015-16 SES Tutoring	01-5801-3010	27,556.67
P16-02294	ROBERTS FAMILY TUTORING	2015-16 SES Tutoring	01-5801-3010	74,117.94

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), Jan 29 2016 4:18PM

ESCAPE

ONLINE

Page 1 of 13

Includes Purchase Orders dated 01/01/2016 - 01/31/2016

Board Meeting Date February 9, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Categorical (203) (continued)				
P16-02315	TOTAL EDUCATION SOLUTIONS	2015-16 SES Tutoring	01-5801-3010	1,900.46
P16-02316	KTCO, LLC	2015-16 SES Tutoring	01-5801-3010	39,909.66
P16-02319	Study Buddy Tutoring, Inc.	2015-16 SES Tutoring	01-5801-3010	18,054.37
P16-02364	EduPlus LLC	2015-16 SES Tutoring	01-5801-3010	2,850.69
Total Location				167,303.89
Location Cedar Lane Elementary (05)				
P16-02243	BUREAU OF LECTURES & CONCERT ARTISTS	Monica	01-5801-1100	690.00
P16-02244	VERIZON WIRELESS	iPhone 5s Heather Wolfe 530-632-1767	01-4300-1100	58.92
Total Location				748.92
Location Charter Academy For Fine Arts (42)				
P16-02199	WAL-MART COMMUNITY BRC	Supplies - Dance	09-4300-9010	500.00
P16-02204	Herff Jones of Northern CA	Graduation Supplies - 2016	09-4300-0000	581.73
P16-02205	ASCAP	Copyright Fee	09-5801-0000	404.40
P16-02249	SARTA MEMBERSHIP	Membership Dues	09-5310-0000	40.00
P16-02256	PRECISION 1 SCREENPRINTING AND EMBROIDERY	Club/Class Shirts	09-4300-9010	822.38
P16-02270	CJSF REGISTRAR CSF/CJSF CENTRAL OFFICE	Membership Dues	09-5310-0000	75.00
P16-02271	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	63.00
P16-02301	GOPHER SPORT	Supplies - Martial Arts Program	09-4300-1100	906.66
P16-02376	PRECISION 1 SCREENPRINTING AND EMBROIDERY	Supplies - Dance Classes	09-4300-9010	1,295.38
P16-02377	LOGAN ENTERTAINMENT	Services	09-5801-0000	750.00
Total Location				5,438.55
Location Child Development (51)				
P16-02166	SCANTRON	Child Development Office	12-4300-6105	681.53
P16-02167	DISCOUNT SCHOOL SUPPLY	Olivehurst Preschool Room C	12-4300-6105	160.70
			12-4410-6105	543.94
P16-02175	APPEAL DEMOCRAT	Dobbins Opening	12-5890-6105	425.94
P16-02206	AMAZON.COM	Kathy Woods Supplies	12-4300-6105	338.84
P16-02207	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Arboga Preschool Supplies ROOM B Jeanette Ybarra	12-4300-6105	189.07
P16-02245	AMAZON.COM	EMCC Carmen Garcia	12-4300-9010	174.98
P16-02246	AMAZON.COM	Kathy Woods Supplies	12-4300-6105	50.61

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51) (continued)				
P16-02254	AMAZON.COM	EMCC Carmen Garcia	12-4300-9010	220.31
Total Location				2,785.92
Location Community Day School (54)				
P16-02211	Princeton Health Press	LifeSkills Training per Rogers	01-4300-0003	258.50
P16-02276	SUTTER BUTTES COMMUNICATIONS	CDS Radios	01-4300-1100	1,282.50
P16-02277	AMAZON.COM	volleyball & badminton set	01-4300-9010	638.90
P16-02314	BSN SPORTS	volleyball & badminton set	01-4300-9010	151.56
Total Location				2,331.46
Location Covillaud Elementary (09)				
P16-02330	TROXELL COMMUNICATIONS INC	COV TECH	01-4410-0003	4,273.13
Location Edgewater Elementary (12)				
P16-02181	PERIPOLE BERGERAULT, INC	EDG Recorders	01-4300-1100	384.45
P16-02215	WEST MUSIC	Music Erin Pelfrey	01-4300-0004	115.81
Total Location				712.24
Location Ella Elementary (13)				
P16-02218	SCHOLASTIC LIBRARY PUBLISHING	Scholastic Books	01-4200-0004	63.13
P16-02236	1-WORLD GLOBES AND MAPS	Classroom Supplies	01-4300-9010	669.80
P16-02238	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-0003	112.82
P16-02252	Teacher Synergy, Inc. Purchase Order Dept.	Classroom Supplies	01-4300-0003	47.30
P16-02272	WAL-MART COMMUNITY BRC	Wal-Mart P.O.	01-4300-1100	400.00
P16-02278	ZYtech Solutions, Inc.	Laptop Repairs	01-5641-1100	485.06
P16-02298	GOVCONNECTION, INC.	Classroom Tech Supplies	01-4300-0003	493.94
P16-02328	TROXELL COMMUNICATIONS INC	Classroom Tech. Supplies	01-4410-0003	1,208.30
P16-02366	NWN CORPORATION	Ella Samsung Toner	01-4300-0003	1,478.13
Total Location				4,958.48
Location Facilities (66)				
P16-02164	Mid Pacific Engineering, Inc.	8151: LHS HVAC	01-6230-0010	22,398.00
P16-02168	Diede Construction, Inc.	8151: LHS HVAC Replacement, increment 1	14-6210-0000	538,660.00
P16-02169	Diede Construction, Inc.	8151: LHS HVAC Replacement, increment 1	01-6210-0010	878,340.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Facilities (66) (continued)				
P16-02184	RAINFORTH, GRAU ARCHITECTS	8151/8171: LHS HVAC Replacement	14-6220-0000	263,500.00
P16-02194	Mid Pacific Engineering, Inc.	8149: Covillaud Fencing	01-6180-0010	3,762.80
P16-02269	APPEAL DEMOCRAT	8150: Legal Notice	09-5890-0000	2,630.24
P16-02296	SIGNATURE REPROGRAPHICS	LHS Quad 8075	01-5890-0010	1,200.00
P16-02310	NATIONAL ANALYTICAL LABORATORIES, INC	MHS Gym Floor	01-5890-8150	665.70
P16-02311	SIGNATURE REPROGRAPHICS	MHS Kitchen 8164	14-5890-0000	1,200.00
Total Location				1,712,356.74
Location Foothill Intermediate (35)				
P16-02297	AMAZON.COM	FHS	01-4300-9010	837.30
P16-02350	GOVCONNECTION, INC.	FHS ELPLP42 Lamps	01-4300-3010	376.62
Total Location				1,213.92
Location Grounds (65)				
P16-02285	NORMAC, INC.	LINDHURST HS IRRIGATION PROJECT	01-4300-0004	1,718.00
P16-02363	BOTANICA LANDSCAPES	Olivehurst Landscaping	01-5801-1100	8,750.00
Total Location				10,468.00
Location Instruction (IMC) (110)				
P16-02351	SUTTER COUNTY SCHOOLS	Tri County Induction Program	01-5100-0004	47,150.00
Total Location				25,000.00
Location Johnson Park Elementary (15)				
P16-02275	NWN CORPORATION	JPE Port Replicator	01-4300-1100	141.90
P16-02286	AMAZON.COM	Computer lab	01-4300-0003	24.97
P16-02295	SCHOLASTIC	Viscuso	01-4300-0003	213.67
Total Location				380.54
Location Kynoch Elementary (17)				
P16-02165	AccuCut	Supplies	01-4300-1100	2,144.89
P16-02304	PSYCHOLOGICAL CORPORATION CUSTOMER CARE DEPARTMEI	supplies	01-4300-6500	165.01
Total Location				2,309.90
Location Linda Elementary (19)				
P16-02251	BRAIN POP	BrainPop Subscription Renewal	01-5801-0003	2,295.00
P16-02334	Jones School Supply Co., Inc.	reading olympics	01-4300-0004	705.55

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43)				3,000.55
P16-02172	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	C-Building Heaters	01-4300-1100	505.52
P16-02173	HASTIE'S CAPITOL SAND & GRAVEL	Softball Supplies	01-4300-0004	619.20
P16-02177	ASTRONOMY	LHS/MAGAZINE SUB.	01-4300-1100	42.95
P16-02178	GOVCONNECTION, INC.	LHS ELPLP42 Lamps	01-4300-0003	502.15
P16-02179	AMAZON.COM	LHS Hard drives and Blu ray players	01-4300-0003	658.55
P16-02180	HP Inc. Attn: Public Sector Sales	LHS teacher and student computers w/ monitors	01-4300-0003	10,142.63
P16-02191	AMAZON.COM	Supplies	01-4200-1100	157.38
P16-02196	MISSION LINEN & UNIFORM	Mat Rental	01-5630-0004	1,000.00
P16-02197	AMAZON.COM	Classroom Supplies/Bini	01-4200-0003	258.00
P16-02200	THE COLLEGE BOARD-WRO	SpringBoard	01-4200-3010	4,075.79
P16-02223	WIESER EDUCATION	Classroom Supplies/Rodriguez	01-4200-6500	375.13
P16-02225	Survey Monkey, Inc.	Survey Monkey Annual Subsc - LHS Chris Schmidt	01-5801-3010	204.00
P16-02232	CDW-GOVERNMENT, INC.	LHS Projector Install Items	01-4300-0003	1,760.84
P16-02233	OFFICE DEPOT B S D	LHS Projector Install Items	01-4300-0003	274.89
P16-02234	NWN CORPORATION	LHS Ultra Short Throw Projectors	01-4410-0003	15,931.50
P16-02237	TROXELL COMMUNICATIONS INC	LHS Projector Install Items	01-4300-0003	464.92
P16-02274	APPLE COMPUTER INC	Spangler iTunes Cards	01-4300-0004	300.00
P16-02282	OFFICE DEPOT B S D	Classroom Supplies/Jensen	01-4300-0004	246.07
P16-02287	SHADD JANITORIAL SUPPLY	Culinary Program	01-4300-0004	126.85
P16-02288	AMAZON.COM	Supplies	01-4300-0003	196.51
P16-02289	AMAZON.COM	Classroom Supplies/Sleigh	01-4200-0003	14.63
P16-02290	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh	01-4300-0003	314.55
P16-02292	Academy of Scholastic Brdcast	Classroom Supplies/Spangler	01-4300-0004	74.45
P16-02299	GOVCONNECTION, INC.	TV/Mount	01-4300-0003	76.34
P16-02300	PIAZZ PARTY RENTAL	Testing Tables/Chairs	01-5630-1100	969.00
P16-02309	WOODWIND AND BRASSWIND	Classroom Supplies/Sleigh	01-4300-0003	86.05
P16-02318	APPEAL DEMOCRAT	Fall Semester Honor Roll 15-16	01-5890-1100	945.00
P16-02346	TEC-COM	LHS Projectors AV Solutions	01-5801-0003	14,274.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P16-02362	Daktronics	LHS Marquee	01-6500-0004	17,375.05
P16-02383	TROXELL COMMUNICATIONS INC	Laptop Carts, 20-unit	01-4410-0004	4,717.10
P16-02385	HP Inc. Attn: Public Sector Sales	MHS Laptops	01-4410-0004	75,381.66
Total Location				152,070.71
Location Loma Rica Elementary (21)				
P16-02306	WALKER'S OFFICE SUPPLIES	LRE File Cabinet	01-4300-0004	424.43
P16-02335	NWN CORPORATION	LRE Samsung Printer	01-4300-6500	126.64
Total Location				551.07
Location Maintenance (63)				
P16-02182	SHARE CORPORATION	MAINTENANCE	01-4300-8150	1,264.20
P16-02183	CALIFORNIA INDUSTRIAL RUBBER COMPANY	MAINTENANCE/POOL	01-4300-8150	13.93
P16-02185	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/HMBP PERMITS 2016	01-5890-8150	4,227.50
P16-02186	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/LOMA RICA	01-5890-8150	233.73
P16-02187	RUSSELL SIGLER, INC.	MAINTENANCE/OLIVEHURST #3	14-4410-0000	3,474.95
P16-02192	CITY OF MARYSVILLE RECREATION DEPT	MAINTENANCE/3 YR ALARM PERMIT	01-5890-8150	520.00
P16-02193	KING CLOTHING	MAINTENANCE	01-4300-8150	80.46
P16-02202	GameTime c/o MRC	MAINTENANCE/CEDAR LANE	01-4300-8150	616.58
P16-02229	CAPITOL BUILDERS HARDWARE INC	MAINTENANCE/MCKENNEY SCIENCE	01-4410-8150	1,533.58
P16-02235	NWN CORPORATION	Smartboard Rail Parts	01-4300-8150	75.50
P16-02239	W.V. ALTON	MAINTENANCE	01-4300-8150	143.38
P16-02240	W.V. ALTON	MAINTENANCE	01-4300-8150	966.89
P16-02241	CLARK & SONS	MAINTENANCE	01-4300-8150	14.24
P16-02242	NORTH VALLEY BARRICADE & SAFET	MAINTENANCE	01-4300-8150	280.41
P16-02247	NWN CORPORATION	Maint Color Printer	01-4300-8150	435.97
P16-02248	SIMPLEXGRINNELL LP	MAINTENANCE/STOCK	01-4300-8150	1,667.20
P16-02320	Backflow Distributors, Inc.	MAINTENANCE/BACKFLOW MHS	01-4410-8150	1,980.88
P16-02321	VOLTAGE SPECIALISTS	MAINTENANCE/MHS	01-4300-8150	223.82
P16-02322	W.V. ALTON	MAINTENANCE/HVAC	01-5801-8150	425.00
P16-02323	GOLDEN BEAR ALARMS	MAINTENANCE/OLIVEHURST	01-4300-8150	42.75
			01-5801-8150	125.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P16-02324	NORTH VALLEY BARRICADE & SAFET	MAINTENANCE	01-4300-8150	112.88
P16-02347	SLAKEY BROS	MAINTENANCE/CEDAR LANE C105	14-4410-0000	2,251.05
P16-02353	NORTH VALLEY BARRICADE & SAFET	MAINTENANCE/ZENGER	01-4300-8150	152.65
P16-02354	VOLTAGE SPECIALISTS	MAINTENANCE	01-4300-8150	270.00
P16-02373	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/FOOTHILL	01-5801-8150	4,129.23
P16-02374	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/FOOTHILL FILTER PERMIT	01-5890-8150	623.28
P16-02375	ALL RITE ROOFING	MAINTENANCE/COVILLAUD	14-5801-0000	14,950.00
P16-02378	RB SPENCER	MAINTENANCE/JP RM 4	01-5801-8150	1,636.75
Total Location				42,471.81
Location Marysville High (45)				
P16-02171	NEFF COMPANY	academic supplies	01-4300-0004	267.75
P16-02201	MEDCO SUPPLY COMPANY	Sports Med ROP Michelle Hendrix	01-4300-0004	238.85
P16-02220	THE LIBRARY STORE	Classroom Supplies	01-4300-0004	180.66
P16-02224	Sidney's Fitness	Guest Speaker	01-5801-6690	375.00
P16-02227	PTM DOCUMENT SYSTEMS P.O. BOX 7789	Student Locator Cards	01-4300-1100	413.40
P16-02253	CAROLINA BIOLOGICAL SUPPLY CO	Hendrix/Classroom Supplies	01-4300-0004	712.91
P16-02257	FINNEY COMPANY	MHS AgriScience BMagill	01-4300-3550	812.93
P16-02258	FINNEY COMPANY	MHS Om/Hort BMagill	01-4300-3550	661.12
P16-02259	Nature Watch	MHS AgriScien BMagill	01-4300-3550	54.58
P16-02260	Gardener's Edge	MHS Om/Hort BMagill	01-4300-3550	320.66
P16-02280	NASCO	MHS AgriSci BMagill	01-4300-3550	282.27
P16-02281	NASCO	MHS Om/Hort BMagill	01-4300-3550	410.13
P16-02308	PERMA BOUND	Book Order/English Dept.	01-4200-0003	2,751.59
P16-02312	PRESTWICK HOUSE	English Dept/Kathleen Duncan	01-4200-0003	845.16
P16-02313	NASCO	MHS Om/Hort BMagill	01-4300-3550	459.83
P16-02327	Grower's Supply	MHS Om/Hort BMagill	01-4300-3550	5,947.68
P16-02331	Survey Monkey, Inc.	Survey Monkey Annual Subscription	01-5801-0004	300.00
P16-02332	CENTER FOR LAND-BASED LEARNING MARY KIMBALL, STATE DIFARMS Program at MHS		01-5890-7010	250.00
P16-02333	MYERS-STEVENS & CO INC	Myers-Stevens Invoice	01-5890-7010	70.00
P16-02340	CASH & CARRY	Admin. Mtg	01-4300-1100	200.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P16-02352	FLINN SCIENTIFIC INC	Science Department Supplies	01-4300-0004	462.57
P16-02367	CAROLINA BIOLOGICAL SUPPLY CO	Science Department Supplies	01-4300-0004	858.82
P16-02372	CAPITOL PLYWOOD INC.	Woodshop/Martinez	01-4300-0004	2,556.38
P16-02379	AIRGAS	ROP Medical Supplies	01-4300-9010	17.34
P16-02382	TROXELL COMMUNICATIONS INC	Laptop Carts, 20-unit	01-4300-0004	155.32
P16-02384	HP Inc. Attn: Public Sector Sales	MHS Laptops	01-4410-0004	4,717.10
				75,381.66
			Total Location	99,703.71

Location McKenney Intermediate (37)				
P16-02135	APPLE COMPUTER INC	MCK Macbook Pro	01-4410-3010	1,697.43
P16-02221	MUSICIAN'S FRIEND	MCK Instruments	01-4300-0003	3,434.63
P16-02279	AMAZON.COM	OFFICE	01-4300-1100	50.42
P16-02356	RISO PRODUCTS OF SACRAMENTO	MCKENNEY / SUPPLIES	01-4300-1100	363.63
P16-02357	Jones School Supply Co., Inc.	AWARDS	01-4300-1100	559.13
P16-02365	TROXELL COMMUNICATIONS INC	MINI GRANT	01-4300-9010	776.53
P16-02369	AMAZON.COM	OFFICE	01-4300-1100	32.20
P16-02371	MYERS-STEVENSON & CO INC	SHORT TERM INSURANCE	01-5890-1100	133.57
			Total Location	7,047.54

Location Nutrition Services (73)				
P16-02188	The Fruitguys	Fresh Fruits and Vegetables Program Grant	13-4716-5370	153,787.23
P16-02195	SCHWAN'S FOOD SERVICE	Food Order, Deliver to Warehouse	13-9325-5310	12,499.44
P16-02208	PTM DOCUMENT SYSTEMS P.O. BOX 7789	Supplies	13-4300-5310	216.64
P16-02209	HEARTLAND AMERICA	POS Extended Warranty	13-5801-5310	3,124.17
P16-02213	EMPORIUM	Cafe Focus Posters	13-4300-5310	149.76
P16-02214	Mission Nutrition	Cafe Focus Posters	13-4300-5310	160.13
P16-02263	Caridad Arzu Ramirez	Student Refund	13-5892-5310	40.00
P16-02264	Sunny Yang	Student Refund	13-5892-5310	195.25
P16-02265	LAND O'LAKES, INC	Food Warehouse Stores	13-9325-5310	4,706.95
P16-02266	SYSCO FS OF SACRAMENTO INC.	Food Warehouse Stores	13-9325-5310	949.70
P16-02267	WAWONA FROZEN FOODS	Food Warehouse Stores	13-9325-5310	2,536.80

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P16-02268	LA TAPATIA TORTILLERIA, INC	Food Warehouse Stores	13-9325-5310	213.00
P16-02325	Bell Tasty Foods Inc.	Food Order for Warehouse	13-9325-5310	5,814.00
P16-02326	Tasty Brands	Food Order for Warehouse	13-9325-5310	17,794.38
P16-02338	SYSCO FS OF SACRAMENTO INC.	Warehouse Stores Delivery	13-9325-5310	214.40
			13-9326-5310	510.67
P16-02339	SYSCO FS OF SACRAMENTO INC.	Juice Order to Warehouse	13-9325-5310	13,860.00
P16-02341	INTEGRATED FOOD SERVICES	Food Order for Warehouse	13-9325-5310	8,357.37
P16-02342	EAST BAY RESTAURANT SUPPLY, INC.	FWE Heated Cabinet for Yuba Feather	13-4410-5310	3,824.96
P16-02343	BIG TRAY	Bev Air Milk Coolers for OLV & YG Kitchens	13-4410-5310	5,815.75
P16-02344	Heartland School Solutions	Pin Pads for Kitchen POS	13-4300-5310	7,086.75
P16-02361	TYSON FOODS	Food Order for Warehouse	13-9325-5310	9,865.29
P16-02386	LA TAPATIA TORTILLERIA, INC	Chip delivery for Warehouse	13-9325-5310	426.00
P16-02387	SYSCO FS OF SACRAMENTO INC.	Soy Milk for Warehouse	13-9325-5310	955.20
Total Location				253,103.84
Location Olivehurst Elementary (25)				
P16-02329	LEARNING A-Z	CLASSROOM MATERIALS	01-5801-0003	467.35
P16-02337	Edmentum	CLASSROOM MATERIALS	01-5801-0003	2,534.24
Total Location				3,001.59
Location Pupil Services (202)				
P16-02198	NWN CORPORATION	MHS Special Ed Printer	01-4300-6500	215.00
P16-02230	PEARSON CUSTOMER SERVICE	Test Protocols for L.M.	01-4300-6500	111.84
P16-02305	VERIZON WIRELESS	Samsung Convoy 3 Dental Van 530-788-3578	01-4300-0000	27.36
Total Location				354.20
Location Purchasing (104)				
P16-02250	PITNEY BOWES INC	Annual Service	01-5621-0000	2,171.50
Location South Lindhurst (47)				
P16-02219	ACCREDITING COMMISSION FOR SCHOOLS	WASC	01-5310-1100	610.00
Location Superintendent (101)				
P16-02291	THE TREE HOUSE	Supt	01-4300-0000	936.33

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Location

Includes Purchase Orders dated 01/01/2016 - 01/31/2016

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Superintendent (101) (continued)				
P16-02381	CSY CHARTER YCOE	ACSA CSY Charter Dinner	01-4300-0000	175.00
			Total Location	1,111.33
Location Technology (102)				
P16-02174	AMAZON.COM	Chromebit Adapters	01-4300-0000	38.19
P16-02203	AMAZON.COM	Chromebit Adapters	01-4300-0000	67.53
P16-02228	TEC-COM	KYN Door Phone	01-5801-0000	780.00
P16-02283	TEC-COM	Edgewater AV touch screen replacements	01-4410-0000	1,186.88
P16-02349	CDW-GOVERNMENT, INC.	gotomypc renewal	01-5801-0000	1,980.00
P16-02355	SOLARWINDS.NET, INC.	Solarwinds netflow traffic analyzer module	01-5801-0000	2,143.00
			Total Location	6,195.60
Location Transportation (69)				
P16-02176	ALLEN DIESEL ENERGY, INC	TRANSPORTATION/REPAIRS	01-5641-0230	2,000.00
P16-02226	HEWLETT-PACKARD COMPANY	Transportation Monitors	01-4300-0230	571.00
P16-02261	SURPLUS CITY	TRANSPORTATION/SUPPLIES	01-4300-0230	500.00
			Total Location	3,071.00
Location Warehouse (71)				
P16-02170	GENERAL BINDING CORP	Warehouse Stock 15-16 S.Y.	01-9320-0000	2,305.35
Location Yuba Feather K-6 (29)				
P16-02302	AMAZON.COM	Yuba Feather School - Classic Library Sets	01-4200-3010	204.06
P16-02303	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Yuba Feather School	01-4300-3010	82.78
P16-02317	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Yuba Feather School	01-4300-9010	539.82
P16-02368	SIGMANet	YFS Dell Chromebooks	01-4300-0003	3,822.71
			Total Location	4,649.37
Location Yuba Gardens Intermediate (39)				
P16-02358	AMAZON.COM	GATES/YLST	01-4300-0003	181.97
P16-02359	CLOSE LUMBER	ROE/GATES	01-4300-0003	161.25
P16-02360	J.W. PEPPER & SON, INC	REILEY/GATES	01-4300-0003	762.11
P16-02370	CASCADE ATHLETIC SUPPLY CO.	GATES/YLST	01-4300-1100	188.56
			Total Location	1,293.89

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Includes Purchase Orders dated 01/01/2016 - 01/31/2016

Board Meeting Date February 9, 2016

PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
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Total Number of POs

224

Total 2,605,954.37

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	174	1,514,459.82
09	Chtr Schs	11	8,068.79
12	Child Dev	8	2,785.92
13	Cafeteria	23	253,103.84
14	Def Maint	6	824,036.00
25	Cap Fac	1	3,000.00
73	Fndn Priv	1	500.00
Total			2,605,954.37

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P16-00068	16,616.70	01-5801	Gen Fund/Contracts	149.70
P16-00093	500.00	01-5621	Gen Fund/Maint Cont	250.00
P16-00121	3,500.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P16-00150	1,100.00	01-4300	Gen Fund/Mat&Suppli	500.00
P16-00178	18,000.00	01-4300	Gen Fund/Mat&Suppli	3,000.00
P16-00215	4,000.00	01-4330	Gen Fund/Supp Vehic	1,000.00
P16-00218	15,500.00	01-4364	Gen Fund/Tools/Part	3,000.00
P16-00230	5,500.00	01-5801	Gen Fund/Contracts	500.00-
P16-00237	23,500.00	01-5641	Gen Fund/Equip Repa	15,000.00
P16-00245	3,500.00	01-5801	Gen Fund/Contracts	1,000.00
P16-00247	35,000.00	01-4363	Gen Fund/Tires&Tube	10,000.00
P16-00253	25,000.00	01-4364	Gen Fund/Tools/Part	5,000.00
P16-00275	3,600.00	01-4300	Gen Fund/Mat&Suppli	600.00
P16-00297	7,000.00	09-4300	Chtr Schs/Mat&Suppli	2,000.00
P16-00388	11,000.00	01-5641	Gen Fund/Equip Repa	1,000.00
P16-00410	1,800.00	01-4300	Gen Fund/Mat&Suppli	300.00
P16-00415	9,000.00	13-5641	Cafeteria/Equip Repa	4,000.00
P16-00523	2,000.00	01-5641	Gen Fund/Equip Repa	1,000.00
P16-00612	216,000.00	13-4717	Cafeteria/FoodPurcSch	16,000.00
P16-00679	1,500.00	01-4300	Gen Fund/Mat&Suppli	500.00
P16-00708	550.00	01-4300	Gen Fund/Mat&Suppli	81.60-
P16-00730	1,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P16-00743	1,000.00	01-5801	Gen Fund/Contracts	500.00-
P16-00744	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,500.00
P16-00791	10,000.00	09-5801	Chtr Schs/Contracts	2,000.00
P16-00820	8,500.00	09-5801	Chtr Schs/Contracts	3,000.00
P16-00850	15,000.00	01-4300	Gen Fund/Mat&Suppli	5,000.00
P16-01121	3,100.00	01-4300	Gen Fund/Mat&Suppli	500.00
P16-01203	900.00	01-4300	Gen Fund/Mat&Suppli	400.00
P16-01211	1,500.00	01-4364	Gen Fund/Tools/Part	500.00

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PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P16-01259	923.63	01-4300	Gen Fund/Mat&Suppli	.68
P16-01279	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P16-01368	161,500.00	14-6220	Def Maint/Architect	263,500.00-
P16-01375	15,000.00	01-5880	Gen Fund/Cont Buses	5,000.00
P16-02045	175.00	01-5890	Gen Fund/Other Serv	35.00
P16-02109	250.00	01-4300	Gen Fund/Mat&Suppli	23.57-
P16-02133	3,387.08	09-4300	Chrt Schs/Mat&Suppli	4.71
		09-4410	Chrt Schs/Equip NonC	649.70-
			Total for P16-02133	644.99-
P16-02142	2,821.40	01-4410	Gen Fund/Equip NonC	322.50
			Total PO Changes	180,192.28-



Marysville Joint Unified School District

**1919 B Street, Marysville, California 95901
Purchasing Department**

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

THIS CONTRACT made and entered into on 02.09.2016 (Insert Board meeting date or ratification date), by and between Hankins Electrical Contracting, hereinafter called the CONTRACTOR and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT hereinafter called the DISTRICT.

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

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

Ten thousand five hundred thirty and 00/100 Dollars (\$ 10530.00)

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C-10 - Electrical (add applicable to trade).
3. (Check contractor license classification appropriateness at: <http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/> and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of 02/10/2016 (Insert date after Board approval date or ratification date) with work to be completed within () consecutive days and/or by July, 31, 2016.
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to ATTACHMENT J, attached hereto (Insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000)



[Home](#) | [Online Services](#) | [License Details](#)

▼ Contractor's License Detail for License # 968523

▲ **DISCLAIMER:** A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations. (hide/show disclaimer)

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

HANKINS ELECTRICAL CONTRACTING INC
P O BOX 481
CHICO, CA 95927
Business Phone Number:(530) 345-8009

Entity Corporation
Issue Date 12/16/2011
Expire Date 12/31/2017

License Status

This license is current and active.

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pg 1 of 2

All information below should be reviewed.

Classifications

- ◆ C10 - ELECTRICAL
- ◆ B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

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

Bond Number: 201548

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) HANKINS BRANNAN D certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.

Effective Date: 07/30/2012

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the HARTFORD CASUALTY INSURANCE COMPANY

Policy Number: 57WECZW9176

Effective Date: 06/19/2012

Expire Date: 06/19/2016

Workers' Compensation History

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1/1/2012



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

- ☒ Noncollusion Affidavit
- ☒ ATTACHMENT A – Contractor Certification Form
- ☒ ATTACHMENT B – Terms and Conditions (5 pages)
- ☒ ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation
- ☒ ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate
- ☒ ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification

- ☒ ATTACHMENT F – Proof of Contractor Annual Registration with DIR
- ☒ ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
- ☒ ATTACHMENT H – W9 Form
- ☒ ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement
- ☒ ATTACHMENT J – Scope of Work
- Purchase Order No. _____

TYPE OF BUSINESS ENTITY

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

TAX IDENTIFICATION

30-0704117
Employer Identification Number

License No: 000023 Classification: C10 Expiration Date: 12/31/2017

(District Use Only: License verified by Cynthia Jensen Date: 1/17/2017)
Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: Hankins Electrical Contracting

Contractor Address:
PO Box 481
Chico, CA 95927

Phone: (530) 345-8000

Email: dave1@hankinselectrical.com

X Print Name: Brannan Hankins

X Title: President

X Authorized Signature: Brannan Hankins

District Acceptance: Ryan DiGiulio, Assistant Superintendent of Business Services

Date: _____
Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

X Name(s) of employee(s):
X Dave Fuller
X Hide Kubo
Brannan Hankins
Jon Callahan
Micah Hankins

Name(s) of employee(s):

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

X Dated: 01/11/2013 Henkins Electrical Contracting (Company)

X Brannan Hankins (Authorized Signature)

X Brannan Hankins (Print Name)

X President (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman,

apprentice, worker, or other employee employed by him in connection with the public work.

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the

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

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

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

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

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

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and



Marysville Joint Unified School District

restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until



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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted

herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

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

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

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

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

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such



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changes. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 18. RESOLUTION OF CONTRIBUTION CLAIMS OF UP TO \$250,000. For public work claims of \$250,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10040) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.6 (commencing with section 30104) of chapter 1 of part 3 of the Public Contract Code apply (Article 1.6).

For purposes of Article 1.6, "public work" has the same meaning as in section 3100 and 3106 of the Civil Code. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$25,000 ("small claim") or within sixty (60) days of receipt of the claim, if the claim is over \$25,000 but less than or equal to \$275,000 ("medium claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$25,000 claims or within thirty (30) days after receipt of the further documentation for \$25,000-\$275,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt of the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and confer") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 800) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time tolled on a result of the meet and confer process.

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

If the mediator remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.6 (commencing with section 90000) of the Government Code.

1141.10) of Title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1990 (article 3, commencing with section 2016, of chapter 3 of Title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subsection consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediator and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.6 (commencing with section 1141.10) of Title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

ARTICLE 19. CLAIM EXEMPTIONS FROM ARBITRATION. All District claims are designated drug treatment treatment fees. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED 02/10/2016 (Insert
date after Board approval date or ratification date) consisting of
Article 1 through Article 21



Marysville Joint Unified School District

ATTACHMENT C

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

Labor Code section 3700 in relevant part provides:

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

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

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

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

X Brannan Hankins
Digitally signed by Brannan Hankins
DN: cn=Brannan Hankins, o=Marysville Joint Unified School District, ou=Marysville Joint Unified School District, email=brannan.hankins@mjusd.net, c=US
Date: 2015.11.18 10:48:00 -0800

Signature, Contractor's Authorized Representative

X Brannan Hankins

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT D

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: MCAA Occupancy Sensors - Prop 39 between the Marysville Joint Unified School District ("District" or "Owner") and Hankins Electrical Contracting. ("Contractor" or "Bidder").

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

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

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

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

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

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

Name: Cynthia Jensen

Title: Director

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT - COMMUNICATIONS WITH PUPILS

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

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

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

☒ Surveillance of employees of the Contractor by school personnel.

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

Supervisor's Name: Cynthia Jensen

Tax ID Number (if applicable - do NOT include Social Security Numbers).

30-0704117

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

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

_____ Other, describe:

DISTRICT

Signature: Cynthia Jensen Title: Director Date: 1/7/2016
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: MCAA Occupancy Sensors - Prop 39
between Marysville Joint Unified School District (the "District" or the "Owner") and
Hankins Electrical Contracting (the "Contractor" or the "Bidder").

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

✓ Date: 1/11/2016

Proper Name of Contractor: Hankins Electrical Contracting

✗ Signature: Brannan Hankins

✗ Print Name: Brannan Hankins

✗ Title: President

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT F

PROOF OF CONTRACTOR ANNUAL REGISTRATION WITH DIR

INSERT OR ATTACH HERE

Attachment G

YEAR

CALIFORNIA FORM

2015 Withholding Exemption Certificate

590

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

Withholding Agent (Type or print)

Name

Marysville Unified School District

Payee

Name

Hankins Electrical Contracting Inc.

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

3 0 - 0 7 0 4 1 1 7

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

PO Box 481

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

Chico

State ZIP Code

CA 95927

Exemption Reason

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

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

☐ Individuals — Certification of Residency:

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

☒ Corporations:

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

☐ Partnerships or Limited Liability Companies (LLCs):

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

☐ Tax-Exempt Entities:

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

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

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

☐ California Trusts:

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

☐ Estates — Certification of Residency of Deceased Person:

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

☐ Nonmilitary Spouse of a Military Servicemember:

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

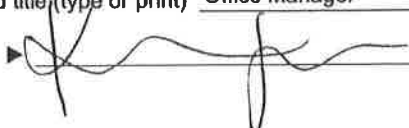
CERTIFICATE OF PAYEE: Payee must complete and sign below.

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

Payee's name and title (type or print) Office Manager

Telephone (530) 345-8009

Payee's signature



Date 01/07/2016

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pg 20 to 2

Attachment G

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Hankins Electrical Contracting Incorporated

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

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

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

5 Address (number, street, and apt. or suite no.)
PO Box 481

6 City, state, and ZIP code
Chico, CA 95927

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

3	0	-	0	7	0	4	1	1	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ **Kendra Johnson** Date ▶ **01/07/2016**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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Marysville Joint Unified School District

ATTACHMENT I

CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED ENDORESEMENT

**Attach two (2) pages at minimum naming Marysville Joint Unified School District
as Additional Insured**

(Remainder of page left blank intentionally)

ATTACHMENT "J"

HANKINSELECTRICAL

C O N T R A C T I N G

Letter of scope

Date: January 4, 2016
To: MJUSD Attn: Cynthia Jensen
Project: MCAA Prop 39-Occupancy Sensors

PG&E is not listing rebates at this time for occupancy sensor or other lighting control installs.

We propose to furnish labor and material for the electrical installation of twenty-four (24) ceiling mounted and one (1) wall mounted occupancy sensors in classrooms and administration offices.

Total **\$10,530.00** (price is good for 30 days)

Inclusions:

- Material necessary for electrical installation
- Prevailing wage.

Exclusions:

- Painting of electrical conduits.
- All permits and associated fees.



Marysville Joint Unified School District

END OF DOCUMENT



Marysville Joint Unified School District

**1919 B Street, Marysville, California 95901
Purchasing Department**

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

THIS CONTRACT made and entered into on February 9, 2016 (Insert Board meeting date or ratification date), by and between Buttacavoli Industries, Inc. hereinafter called the CONTRACTOR and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT hereinafter called the DISTRICT.

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

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

forteen thousand seven hundred seventy-eight and 79/100 Dollars (\$14,778.79)

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: B-1, C-17 (add applicable to trade).
3. (Check contractor license classification appropriateness at: <http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/> and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of 2/10/2016 (insert date after Board approval date or ratification date) with work to be completed within () consecutive days and/or by July, 29, 2016.
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to ATTACHMENT J, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000)



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

<input checked="" type="checkbox"/> Noncollusion Affidavit	<input checked="" type="checkbox"/> ATTACHMENT F – Proof of Contractor Annual Registration with DIR
<input checked="" type="checkbox"/> ATTACHMENT A – Contractor Certification Form	<input checked="" type="checkbox"/> ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
<input checked="" type="checkbox"/> ATTACHMENT B – Terms and Conditions (5 pages)	<input checked="" type="checkbox"/> ATTACHMENT H – W9 Form
<input checked="" type="checkbox"/> ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation	<input checked="" type="checkbox"/> ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement
<input checked="" type="checkbox"/> ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate	<input checked="" type="checkbox"/> ATTACHMENT J – Scope of Work
<input checked="" type="checkbox"/> ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification	Purchase Order No. _____

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

TAX IDENTIFICATION

20-3966697
 Employer Identification Number

License No: 874063 Classification: B-1-C-17 Expiration Date: 3/31/2016

(District Use Only: License verified by [Signature] Date: 1/22/2016
 Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: Buttacavoli Industries

Contractor Address:
1015 Yuba Street
Marysville, CA 95901

Phone: 530-741-2619

Email: kenneth@buttacavoliind.com

Print Name: Bruce A. Buttacavoli

Title: President

Authorized Signature: [Signature]

District Acceptance: [Signature]
 Ryan DiGiullo, Assistant Superintendent of Business Services

Date: _____
 Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

Dylan D. Thomsberry
Andrew L. Crabtree
Chad O'Bryan
Edward E. Staving
Robert W. Thomsberry

Name(s) of employee(s):

Richard D. Waters, Jr.
Jacob M. Lefevre
Brian D. Ostrout
Jake E. Molica
Robert L. Galanakis

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

Dated:

1-10-16

Buttacavoli Industries, Inc. (Company)

[Signature]

(Authorized Signature)

Bruce A. Buttacavoli

(Print Name)

President

(Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman,

apprentice, worker, or other employee employed by him in connection with the public work.

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the

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

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

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

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

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

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and



Marysville Joint Unified School District

restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until



Marysville Joint Unified School District

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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT
Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") - General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

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

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted

herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

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

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

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES: The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code. If the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such



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change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

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

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

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

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

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section Revised 09-22-2015

1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1988 (article 3, commencing with section 2016, of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED 2/15/2016 (Insert date after Board approval date or ratification date) consisting of Article 1 through Article 21



Marysville Joint Unified School District

ATTACHMENT C

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

Labor Code section 3700 in relevant part provides:

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

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

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


Signature, Contractor's Authorized Representative

Trudy Ferguson, Credit Administrator
Name of Contractor's Authorized Representative, (Printed or Typed)

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT D

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: MCAA Prop 39 between the Marysville Joint Unified School District ("District" or "Owner") and Buttacavoli Industries, Inc. ("Contractor" or "Bidder").

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

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

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

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

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

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

Name: Cynthia Jensen

Title: Director

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

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

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

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

☒ Surveillance of employees of the Contractor by school personnel.

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

Supervisor's Name: _____

Tax ID Number (if applicable – do NOT include Social Security Numbers).

20-896697

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

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

☐ Other, describe:

DISTRICT

Signature: _____ Title: **Director** Date: **1/15/2018**

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: MCAA Prop 39 Window Replacement
between Marysville Joint Unified School District (the "District" or the "Owner") and
Buttacavoli Industries, Inc. (the "Contractor" or the "Bidder").

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

Date: 1/19/2016

Proper Name of Contractor: Buttacavoli Industries, Inc.

Signature: *Tessa Kellogg*

Print Name: Tessa Kellogg

Title: Payroll Administrator

(Remainder of page left blank intentionally)



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Public Works

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name: [Contractor License Lookup](#)

License Number:

County:

Export as: [Excel](#) | [PDF](#)

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	BUTTACAVOLI INDUSTRIES, INC.	1000031328	YUBA	MARYSVILLE	10/27/2015	06/30/2016

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Marysville Joint Unified School District

ATTACHMENT G

WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

YEAR 2016		Withholding Exemption Certificate		CALIFORNIA FORM 590	
(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)					
File this form with your withholding agent. (Please type or print)			Withholding agent's name		
Vendor/Payee's name Buttacauali Ind., Inc			Vendor/Payee's <input type="checkbox"/> SOS no. 20-3966697		Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street) 1015 Yuba Street			<input type="checkbox"/> Social security number <input type="checkbox"/> California corp. no. <input checked="" type="checkbox"/> FEIN		
City MARYSVILLE			State CA		Vendor/Payee's daytime telephone no. (530) 741-2619
ZIP Code 95901					
I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:					
<input type="checkbox"/> Individuals — Certification of Residency: I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.					
<input checked="" type="checkbox"/> Corporations: The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.					
<input type="checkbox"/> Partnerships: The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. Note: For withholding purposes, a Limited Liability Partnership is treated like any other partnership.					
<input type="checkbox"/> Limited Liability Companies (LLC): The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.					
<input type="checkbox"/> Tax-Exempt Entities: The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.					
<input type="checkbox"/> Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans: The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.					
<input type="checkbox"/> California Irrevocable Trusts: At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.					
<input type="checkbox"/> Estates — Certification of Residency of Deceased Person: I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.					

CERTIFICATE: Please complete and sign below.

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

Vendor/Payee's name and title (type or print) Trudy Ferguson, Credit Admin/Office Manager
Vendor/Payee's signature ► Trudy Ferguson Date 1/15/16



Marysville Joint Unified School District

ATTACHMENT H

W-9 FORM

Form W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Buttacea voli Industries, Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) >	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Apply to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) 1015 Yuba Street	Requester's name and address (optional)
6 City, state, and ZIP code Marysville CA 95901	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	
20	3966697

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person > **Judy Lequero**

Date > **1/15/2016**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

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

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

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

ATTACHMENT I



CERTIFICATE OF LIABILITY INSURANCE

BUTIA-1 OF 10: AMI

DATE (MM/DD/YYYY)
01/22/2016

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

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

PRODUCER Silver Valley / Stirnman Insurance Agency Llc. 0459171 PO Box 1391 Marysville, CA 95901		Phone: 530-742-8234 Fax: 530-741-8681		CONTACT NAME: Judi Beymer PHONE (A/C No. Ext.): 530-742-8234 FAX (A/C No.): E-MAIL ADDRESS: beymerins@gmail.com	
INSURED Buttacavoli Industries, Inc. 1015 Yuba Street Marysville, CA 95901		INSURER(S) AFFORDING COVERAGE			
		INSURER A: Gemini Insurance Company			
		INSURER B: Wesco Insurance Company			
		INSURER C: AIG			
		INSURER D:			
		INSURER E:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

NR LTA	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		VOGP001368	02/09/2015	02/09/2016	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPROP AGG \$ 2,000,000	
B	<input type="checkbox"/> AUTOMOBILE LIABILITY			WPA102973603	01/27/2015	01/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS							PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB			EBU032114236	02/09/2015	02/09/2016	EACH OCCURRENCE \$ 2,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED						<input type="checkbox"/> RETENTION \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Marysville Joint Unified School District, members of the District's Board of Trustees, and the officers, agents, employees and volunteers of the District and the State Allocation Board are additionally insured with respect to general liability per form numbers CG2010 10 01 and VE 01 84 12 13

CERTIFICATE HOLDER Marysville Joint Unified School District 1919 B Street Marysville, CA 95901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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Policy Number: VOGP001368
Insured Name: BUTTACAVOLI INDUSTRIES INC
Number: 32

VE 01 84 12 13

Effective Date: 02/09/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT – SUBJECT TO A
MAXIMUM AGGREGATE**

This endorsement modifies insurance provided under the following:
Commercial General Liability Coverage Part

SCHEDULE

Designated Construction Project(s): All construction projects for which you have agreed in writing in a contract, prior to an occurrence that causes "bodily injury", "property damage" or "personal and advertising injury", to provide project specific limits.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

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pg 2 of 6

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

5. All payments under this endorsement are subject to the Maximum Aggregate Limit of:

\$ 5,000,000

The Maximum Aggregate Limit is the most we will pay under this endorsement regardless of the number of Designated Construction Project General Aggregate Limits. The Maximum Aggregate Limit is not available to pay for damages or expenses other than as set forth in the endorsement.

B. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy Number: VOGP001368
Insured Name: BUTTACAVOLI INDUSTRIES INC
Number: 11

CG 2010 10 01
Effective Date: 02/09/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS-SCHEDULED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SCHEDULE

Name of Person Or Organization:

For Non-Residential and Non-Mixed use projects only. Any person or organization when you and such person or organization have agreed in writing in a contract, prior to an occurrence that causes "bodily injury", "property damage" or "personal and advertising injury", that such person or organization be added as an additional insured on your policy.; For Non-Residential and Non-Mixed use projects only. All locations for which you and the additional insured have agreed in writing in a contract prior to an occurrence that causes "bodily injury", "property damage" or "personal and advertising injury".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after;

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the

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same project.



CERTIFICATE OF LIABILITY INSURANCE

BUTTA-1

OP ID: IM

DATE (MM/DD/YYYY)
01/19/2016

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

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

PRODUCER Paramount Exclusive Ins Sv Inc Shawn Kohen 16000 Ventura Blvd. Suite 212 Encino, CA 91436 Shawn Kohen	CONTACT NAME: Shantelle Pakizegee PHONE (A/C No. Ext.): 818-988-7283 FAX (A/C No.): 818-988-4949 E-MAIL ADDRESS:
INSURED Buttacavoli Industries, Inc. 1015 Yuba Street Marysville, CA 95901	INSURER(S) AFFORDING COVERAGE INSURER A: Republic Underwriters Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INS LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	ATW 006900-00	06/01/2016	06/01/2016	X PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 days notice of cancellation. 10 days for non-payment of premium.
Re: MCAA Window Replacement - Prop 39

CERTIFICATE HOLDER	CANCELLATION
BUTTA14 Marysville Joint Unified School District 1919 B Street Marysville, CA 95901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Shawn Kohen</i>

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ATTACHMENT J



Your Window & Door Store
 1015 Yuba Street, Marysville, CA 95901
 Phone (530) 741-2619 or (530) 274-2689
 Fax (530) 741-0439 Lic. #874063

Estimate

Date	Estimate #
11/16/2015	44143

Name / Address

MJUSD
 1919 B St.
 Marysville, CA 95901

Ship To

Charter School
 Option 2

Terms	Rep	Project	Phone
Net 30	KBB	Charter School	749-6151
Qty	Description		Grid/Pattern
	Supply and install Alpine 80 series white vinyl flush fin windows w/Solartherm Ultra Plus Glass, IE liners, 1/8" over 1/8" glass and screens		
4	8040 xox	Class 5,6,7,8	none
3	8040 xox	Class 9,10,11	none
5	8040 xox	Class 12,13,14,15	none
2	2040 fx	Class 12,13,14,15	none
4	8040 xox	Class 3,4	none
1	3040 xo temp	Class 3,4	none
35	1-3/4' x 12' vinyl white self adhesive trim		
8	20' lenghts of 1 x 4 Primed advantage		
6	Prevailing Wage Installation-Trim Replacement 6- 8040 South Facing		
19	Prevailing Wage Installation-Windows		
	Sales Tax as of 1/01/2013		
Thank you for the opportunity to bid your project.			
Total			\$14,778.79

The above prices and conditions are satisfactory and are hereby accepted. Please check carefully, this estimate only includes items listed above.

Signature _____



Marysville Joint Unified School District

END OF DOCUMENT

Revised 09-22-2015

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DONKEY SPORTS, INC.

BASKETBALL CONTRACT

This is a binding contract, entered into this date 1-10-16

by, for and between Donkey Sports, Inc. and Marysville Joint Unified School District

Sponsoring Group

1919 B Street, Marysville CA 95901

Address

City, State & Zip

February 8 2016 at 7:00pm 6:30pm High School Gym

Game Date & Time

Game Location

I. DONKEY SPORTS, INC. OBLIGATIONS:

1. Donkey Sports, Inc. will provide the donkeys, game equipment, tickets, posters, and referee for the game
2. Donkey Sports, Inc. waives all the concession stand rights.

II. SPONSORS' OBLIGATIONS:

1. Sponsor will provide the gymnasium and at least ten (10) and no more than fifteen (15) riders for each team. All players must be physically fit and weigh less than 200 lbs.
2. Sponsor will provide a responsible ADULT to supervise the ticket sales and money; provide ticket sellers and ticket takers; and an announcer.

III. CONDITIONS & INSTRUCTIONS

1. The proceeds derived from both advance and gate sale tickets are divided 60%-40% on the first \$2000. 60% will go to Donkey Sports, Inc. and 40% to the Sponsor. All proceeds above the first \$2000 will be divided 50%-50% with the sponsor receiving 50% and Donkey Sports, Inc. receiving 50%. If proceeds are less than \$1000, Donkey Sports will receive \$600, the sponsor will receive the remainder.
2. The advance ticket sales must be checked by a Donkey Sports, Inc. representative and the Sponsors' designated representative immediately after the game. The advance tickets not sold will be turned in to the Donkey Sports, Inc. representative at this time. All advance sale tickets not turned in at this time will be considered sold and must be paid for at this time. (Don't wait until just before game time to collect all unsold tickets and money.) All tickets sold at the gate will be tallied and paid for immediately upon the closing of the ticket window.
3. In the event of an unforeseen mechanical breakdown or inclement, untravelable weather, Donkey Sports, Inc. will not be held liable for non-attendance. We will reschedule your game for the earliest date convenient to both parties.
4. Donkey Sports, Inc. will not be held responsible for any player injury during the game.
5. The parties hereto have executed this agreement in duplicate as of the first date above.
6. The above constitutes the entire agreement of both parties.

Sponsor Marysville Joint Unified School District

By: Ryan DiGiulio

Sponsor's Representative (Please print)

Assistant Superintendent of Business Services

Ra

Signature

(530) 749-6114

Phone Number (home, school, etc.)

Bruce Wick President

DONKEY SPORTS, INC.

5696 Entiat River Rd. • Entiat, WA 98822

509/784-1145 • 1-800-497-3912

Bruce Wick, President; Sandra Wick, Sec.-Treas

Please sign and return one copy of this contract to Donkey Sports, Inc.

Marysville Joint USD

Board Bylaw

Conflict Of Interest

BB 9270

Board Bylaws

Incompatible Activities

Board of Education members shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the district. (Government Code 1126)

Conflict of Interest Code

The district's conflict of interest code shall be comprised of the terms of 2CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a district attachment specifying designated positions and the specific types of disclosure statements required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code in even-numbered years. If no change in the code is required, the district shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated by changed circumstances, such as the creation of new designated positions, amendments or revisions, the changed code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing conflict of interest codes, the district shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 18700)

Statements of economic interests submitted to the district by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction. (Government Code 81008)

Financial Interest

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following: (Government Code 1091.5)

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty
2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the board
3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091
4. That of a spouse of an officer or employee of the district if his/her spouse's employment or officeholding has existed for at least one year prior to his/her election or appointment
5. That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records
6. That of a noncompensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit board or to which the school Board has a legal obligation to give particular consideration, and provided further that such interest is noted in its official records
7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records
8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10

percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm

In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor. (Government Code 1091.5)

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)

A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.

Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.

Disqualification for Board Members Who Manage Public Investments

A Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

1. Publicly identify the financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required. (Government Code 87105)
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. This Board member shall not be counted toward achieving a quorum while the item is discussed. (Government Code 87105; 2 CCR 18702.5)
3. Leave the room until after the discussion, vote and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for

uncontested matters. (Government Code 87105)

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during the consent calendar. (2 CCR 18702.5)

(cf. 3430 - Investing)

The Board member may speak on the issue during the time that the general public speaks on the issue. The Board member shall recuse himself/herself from voting on the matter and leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public. (Government Code 87105; 2 CCR 18702.5)

If the Board's decision is made during closed session, the public identification may be made orally during the open session before the Board goes into closed session and shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the Board's decision. (2 CCR 18702.5)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the prevailing gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches

2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

APPENDIX

Designated Positions/Disclosure Categories

It has been determined that persons occupying the following positions manage public investments and shall file a full statement of economic interests pursuant to Government Code 87200:

Members of the Board of Trustees
Superintendent of Schools

1. Persons occupying the following positions are designated employees in Category 1:

Assistant Superintendent, Personnel Services
Assistant Superintendent, Business Services

Designated persons in this category must report:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

b. Investments or business positions in or income from sources which:

(1) Are engaged in the acquisition or disposal of real property within the district

(2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or

(3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district

2. Persons occupying the following positions are designated employees in Category 2:

***PRINCIPALS**

***EXECUTIVE DIRECTORS/DIRECTORS/COORDINATOR/SUPERVISORS**

Executive Directors

--Executive Director of Maintenance, Operations, & Transportation

--Executive Director of Educational Services

Directors

- Director of Administrative Technology
- Director of Categorical Programs
- Director of Child Development
- Director of Facilities & Energy Management
- Director of Fiscal Services
- Director of Nutrition Services
- Director of Purchasing, Warehouse & Print Shop
- Director of Program Services
- Director of Student Services
- ~~Coordinator~~ **Director of Student Discipline & Attendance**

Coordinator

- Coordinator of STARS

Supervisors

- ~~Director~~ **Supervisor of Maintenance**
- Supervisor of Custodians**
- Supervisor of Grounds**
- Supervisor/Head Mechanic**
- Supervisor of Warehouse/Storekeeper**

*ATHLETIC DIRECTORS

*LIBRARIANS

*CONSULTANTS

Designated persons in this category must report investments or business positions in or income from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or
- b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.
3. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

- a. Approve a rate, rule or regulation
- b. Adopt or enforce a law
- c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement
- d. Authorize the district to enter into, modify or renew a contract that requires district approval
- e. Grant district approval to a contract or contract specifications which require district approval and in which the district is a party
- f. Grant district approval to a plan, design, report, study or similar item
- g. Adopt or grant district approval of district policies, standards or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's Conflict of Interest Code. (2 CCR 18701)

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

91000-91014 Enforcement

PENAL CODE

85-88 Bribes

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18702.5 Public identification of a conflict of interest for Section 87200 filers

COURT DECISIONS

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

Bylaw MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: February 4, 2013

revised: January 28, 2014

revised: January 27, 2015

revised: (agendized for 2/9/16 board meeting)

CONFLICT OF INTEREST CODE FOR

The Marysville Joint Unified School District

The Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix in which members and employees are designated and disclosure categories are set forth, constitute the conflict of interest code of the **Marysville Joint Unified School District**.

Designated employees shall file their statements with the **Marysville Joint Unified School District** who will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated employees will be retained by the **Marysville Joint Unified School District**.

CONFLICT OF INTEREST CODE FOR
The Marysville Joint Unified School District

The following positions are NOT covered by the code because they must file under section 87200 and, therefore, are listed for informational purposes only:

BOARD MEMBERS

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by section 87200.

Designated Positions

Assigned Disclosure Categories

SUPERINTENDENT

1

CABINET

1

Assistant Superintendent of Personnel Services

1

Assistant Superintendent of Business Services

1

PRINCIPALS

2

EXECUTIVE DIRECTORS/DIRECTORS/COORDINATOR/SUPERVISORS

Executive Directors

--Executive Director of Maintenance, Operations, & Transportation

--Executive Director of Educational Services

Directors

--Director of Administrative Technology

--Director of Categorical Programs

--Director of Child Development

--Director of Facilities & Energy Management

--Director of Fiscal Services

--Director of Nutrition Services

--Director of Purchasing, Warehouse & Print Shop

--Director of Program Services

--Director of Student Services

--~~Coordinator~~ **Director of Student Discipline & Attendance**

Coordinator

--Coordinator of STARS

Supervisors

--Supervisor of Maintenance

--Supervisor of Custodians

--Supervisor of Grounds

--Supervisor/Head Mechanic

--Supervisor of Warehouse/Storekeeper

ATHLETIC DIRECTORS

2

LIBRARIANS

2

CONSULTANTS*

*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Board Members may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Board Member's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
Conflict of Interest Disclosure Categories**

Category 1

Designated employees assigned to this category must report:

- A. Interests in real property which are located in whole or in part:
 - 1. within the boundaries of the district,
 - 2. within two miles of the boundaries of the district, or
 - 3. within two miles of any land owned or used by the district, including any leasehold, beneficial, or ownership interest or option to acquire such interest in real property.
- B. Investments and business positions in business entities or income, including gifts, loans, and travel payments, from sources which engage in the acquisition or disposal of real property within the jurisdiction.
- C. Investments and business positions in business entities or income, including gifts, loans, and travel payments, from sources which:
 - 1. are contractors or subcontractors engaged in the performance of work or services of the type utilized by the district, or
 - 2. which manufacture, sell, or provide supplies, materials, books, machinery, services, or equipment of the type utilized by the district.

Category 2

Designated employees assigned to this category must report investments and business positions in business entities or income, including gifts, loans, and travel payments, from sources which manufacture, sell, or provide supplies, materials, books, machinery, services, or equipment of the type utilized by the employee's department or the district. For the purposes of this category, a principal's department is the entire school.

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