

Title III LEA Plan Performance Goal 2

All limited English Learner (EL) students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.

CDS Code: 58727360000000 LEA Name: Marysville Joint USD Title III Improvement Status: Year 4+

Fiscal Year: 2016-17 EL Amount Eligibility: \$190,000 Immigrant Amount Eligibility: \$4,000

Plan to Provide Services for English Learner Students

Please summarize information from district-operated programs and provide descriptions of how the LEA is meeting or plans to meet each requirement.

How the LEA will:

Implement programs and activities in accordance with Title III:

The following activities are in addition to the MJUSD's core program for English learners.

- By providing Project GLAD and SIOP, teachers will receive additional high-quality professional development in researched based ELD instructional strategies proven to support student language acquisition.
- The MJUSD will provide academic instructional assistance during the school day tied to improve student achievement in specific state ELD standards through the addition of trained English learner support staff.
- In addition to mandatory parent involvement activities, the MJUSD will provide community participation programs, including family literacy and parent outreach classes.
- Immigrant Specific: The MJUSD will provide family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children; Provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth; basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies.

A. Required Content

Use the subgrant funds to meet all annual measurable achievement objectives (AMAOs)

All subgrant funds will be used by the MJUSD to meet all AMAOs. The activities listed in section A, B, and D are strategically designed to improve the MJUSD's ability in meeting and or exceeding the AMAOs. Please see the MJUSD ELSSA and Needs Assessment.

Hold the school sites accountable

The MJUSD holds the school sites accountable through the review of the completion of all mandatory forms including the review of student academic data and site administrator observations of employee performance in regards to supporting English learners. The MJUSD contracts a consultant supported through unrestricted funds to work with site level administration to ensure all requirements are appropriately completed.

The MJUSD also provides an EL Master Plan as a resource to support the school community in understanding English learner accountability requirements.

http://www.mjUSD.com/UserFiles/Servers/Server_140317/File/Marysville/educational%20service/english%20learner/Master_Plan_no_forms_11-04-11.pdf

Measures for Monitoring

1. Annual principal's Assurances Checklist (EL Form #27)

2. Site monitoring checklists (ELD, SDAIE, etc.) (EL Forms #28: English Learner Program Implementation Checklist Due and #29: Specially Designed Academic Instruction in English Checklist, Due October 31.)

3. Annual EL Monitoring (EL forms 30, 31) Due October 31.

All required forms and due dates for the following mandatory activities can be found at:

http://www.mjUSD.com/district/departments/educational_services/english_learner/

Promote parental and community participation in programs for ELs

The MJUSD has provided through LCFF/LCAP the supplemental services of district level translators and the phone messenger services of School Messenger to improve the timeliness, quantity, and quality of our parent notifications. This has improved MJUSD's ability to better inform parents of English learners through one on one contact, phone notifications and more informational documents. The LEA will continue to promote EL parental and community involvement through Family Nights (ELA, Math, Science). In addition to continuing quarterly site and district level stake holder meetings for parents of English learners (formerly D/ELAC), parents of English Learners are represented in both the District Advisory Committee as well as the LCAP Stakeholders committee.

How the LEA will:		Persons Involved/ Timeline 2016-17	Related Expenditures	Estimated Cost	Funding Source (EL, Immigrant, or other)
B. Required Content	<p>Provide high quality language instruction</p> <ul style="list-style-type: none"> • Part-time classified instructional support staff (ISS) will be hired to assist existing EL credentialed teachers in providing within the classroom, specialized and targeted interventions to English learners not meeting their annual growth targets. Targeted intervention will be provided by ISS trained in intervention strategies to accelerate EL students' reclassification. Nine ISS will be hired to support nine of our elementary sites with our highest population of English Learners. ISS will meet monthly for professional development in best meeting the needs of English learners. 	Instructional Support Staff	Classified Salaries and Benefits (9 - .25 FTE)	\$75,000 (Repeated in Section D)	Title III
	<p>Provide high quality professional development</p> <ul style="list-style-type: none"> • ELA/ELD Curriculum Consultant to provide and reinforce additional professional development beyond the basic core ELA/ELD program to teachers with the implementation of ELD standards focused on supporting English Learners. Training will provide awareness and enhance teacher abilities in defining and writing specific goals for student performance based on formative and summative assessment results. <p>Areas in which teachers have requested additional professional development include:</p> <ul style="list-style-type: none"> • More in depth understanding of the ELD curriculum • Additional classroom management for ensuring designated ELD instruction is sustainable and occurs in a timely manner • Additional training in cooperative learning strategies to promote student engagement and academic success • A greater understanding of cross-cultural needs • More in depth professional development in ELD Standards, strategies, and pedagogy • Ongoing strategies in supporting EL students in the English Language 	Teachers	Professional Development: Certificated Salaries and Benefits (Extra Duty)	\$15,000 (Repeated in Section D)	Title III

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	<p>Mainstream classroom through SDAIE and time management.</p> <p>SIOP/Project GLAD</p>		<p>Professional Development: Contracts, Certificated Salaries and Benefits (Extra Duty)</p> <p>\$96,200 (Repeated in Section D)</p>	Title III
<p>C. Required for Year 2</p>	<p>Goal 2 Improvement Plan Addendum* (IPA) for items A-B:</p> <p>Not Applicable</p> <p>Please describe the factors contributing to failure to meet desired accountability measures.</p> <p>Not Applicable</p>			
<p>D. Required for Year 4</p>	<p>Goal 2 IPA* for items A-B:</p> <p>Please describe the factors contributing to failure to meet desired accountability measures.</p> <ul style="list-style-type: none"> • Lack of quality curriculum tied specifically to state standards. • Lack of timely data analysis and intervention. • Limited reinforcement of strategies learned in EL professional development opportunities. • Lack of instructional time to focus on specific needs of English learners scoring below Intermediate levels. • Lack of steady and consistent program monitoring. • Need of all teachers to be trained in Project GLAD and SIOP (SDAIE and ELD Instruction). • Lack of staff awareness of ability to support English learners. • Lack of understanding of instructional needs of Long Term English Learners. <p>Please describe all required modifications to curriculum, program, and method of instruction.</p> <ul style="list-style-type: none"> • Provide 2015-16 State and District Approved high quality ELA/ELD curriculum for K-6 in 2016-17 and 7-12 in 2017-18 through LCFF. Secondary sites will pilot the new ELA/ELD curriculum in 2016-17. 			
				LCFF

<ul style="list-style-type: none"> Monthly Meetings with site teams to provide additional analysis of academic and instructional data to review and assess proper site level intervention to improve student achievement. Training will provide awareness and enhance teacher abilities in defining and writing specific goals for student performance based on formative and summative assessment results. Administrative training and expectations set for Principals monitoring of appropriate EL strategies in all classrooms. 	Teachers	Certificated Salaries and Benefits (Extra Duty)	(See Section B. \$15,000)	Title III
<ul style="list-style-type: none"> Timely intervention provided by instructional support staff during the regular school day to enhance student engagement and time on task. 	Instructional Support Staff	Classified Salaries and Benefits	(See Section B \$75,000)	Title III
<ul style="list-style-type: none"> Project GLAD, SIOP Professional Development (SDAIE and ELD Instruction) At the Secondary level PD focused on the needs of long term English learners. 	Teachers	Professional Development Contracts, Certificated Salaries and Benefits (Extra Duty)	(See Section B. \$96,200)	Title III

*Please ensure the Needs Assessment is submitted if LEA is in improvement status Year 2 or beyond.

LEAs receiving or planning to receive Title III EL funding may include allowable activities.		Persons Involved/ Timeline 2016-17 School Year	Related Expenditures	Estimated Cost	Funding Source
F. Allowable Activities	<p>Describe all allowable activities chosen by LEA relating to: Supplementary services as part of the language instruction program for EL students</p> <p>*Please see http://www.cde.ca.gov/sp/el/t3/ELprogrview.asp for a list of allowable EL activities</p>	N/A	N/A	N/A	N/A
F. EL Overall Budget		EL 2% for Administrative/Indirect Costs:			\$3,800
		EL Estimated Costs Total:			\$190,000

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Plan to Provide Services for Immigrant Students

Please complete this table <u>IF</u> the LEA is receiving or planning to receive Title III Immigrant funding.		Persons Involved/ Timeline 2016-17 School Year	Related Expenditures	Estimated Cost	Funding Source
G. Allowable Activities	<p>Describe all allowable activities chosen by LEA relating to: Enhanced instructional opportunities to immigrant students and their families</p> <p>*Please see http://www.cde.ca.gov/sp/el/t3/immprogrview.asp for a list of allowable Immigrant activities</p> <ul style="list-style-type: none"> • Timely EL tutoring opportunities based on specific assessment data. 	Teachers	Certificated Salaries and Benefits (Extra Duty)	\$3,920	Title III Immigrant
H. Immigrant Overall Budget		Immigrant Administrative/Indirect Costs:			\$80
		Immigrant Estimated Costs Total:			\$4,000



Business Services Department

Approval: RC

Date: 5/17/16

Thriving at the Core Presentations Deepened Literacy

Agreement

TO: Gay Todd
Superintendent
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
(530) 741-6000

FROM: John Creger,
Thriving at the Core Presentations

RE: August 11-12, 2016 Professional Development

DATE: May 12, 2016

Thank you for contacting me regarding a Thriving at the Core presentation. I look forward to working with your teachers.

Here is the breakdown of costs:

August 11-12, 2016

Two-day Professional Development Seminar:

One-day rate: \$3000.00 Two-day price: \$5000.00

The Personal Creed Project and a New Vision of Learning

John's book per copy: \$20 for 100 participants: \$2000.00

Seminar Materialsincluded

Travel Expensesincluded

Total Cost.....\$7000.00

- ☐ This is your total cost and includes all expenses.
- ☐ Cancellation after August 1, 2016 will require 50% payment.

This agreement includes the Indemnity Agreement on the following page. Please sign and return one copy of this agreement. Please do not hesitate to call or email with any questions.

I am grateful for the opportunity to work with your staff.


John Creger

Ryan DiGiulio,
Marysville Joint Unified School District



Thriving at the Core Presentations

1514 Holly St
Berkeley CA 94703
510-289-9631 cell

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510-796-1776 x57311 school
jcreger@ips.net / jcreger@fremont.k12.ca.us
www.deepenedliteracy.com (to launch summer 2016)

Indemnity Agreement. Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed.

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Customer and Billing Address

Customer No.: 226630
 Customer Name: Marysville Joint Unif Sch Dist
 Billing Address: 1919 B St
 Marysville, CA 95901-3798

Products and Services

Marysville High School

Products	Quantity	License Start Date	License End Date	License Term (In Months)	List Price for Term	Extended Price
Plato Courseware Secondary Academic Library - Site 931 Students	1	8/1/2016	7/31/2018	24	\$20,000.00	\$20,000.00
Plato Courseware CTE Library - Site License - Gold Package with Electives 931 Students	1	8/1/2016	7/31/2018	24	\$24,000.00	\$24,000.00
Marysville High School Subtotal:						\$44,000.00

Lindhurst High School

Products	Quantity	License Start Date	License End Date	License Term (In Months)	List Price for Term	Extended Price
Plato Courseware Secondary Academic Library - Site 1166 Students	1	8/1/2016	7/31/2018	24	\$30,000.00	\$30,000.00
Plato Courseware CTE Library - Site License - Gold Package with Electives 1166 Students	1	8/1/2016	7/31/2018	24	\$36,000.00	\$36,000.00
Lindhurst High School Subtotal:						\$66,000.00

Marysville Community Day School

Products	Quantity	License Start Date	License End Date	License Term (In Months)	List Price for Term	Extended Price
Plato Courseware Secondary Academic Library - Site 106 Students	1	8/1/2016	7/31/2018	24	\$15,000.00	\$15,000.00
Plato Courseware CTE Library - Site License -	1	8/1/2016	7/31/2018	24	\$18,000.00	\$18,000.00

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Business Services Department

Approval: [Signature]

Date: 6/3/16

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Gold Package with Electives 106 Students	
Marysville Community Day School Subtotal: \$33,000.00	

South Lindhurst Cont High Sch

Products	Quantity	License Start Date	License End Date	License Term (In Months)	List Price for Term	Extended Price
Plato Courseware Secondary Academic Library - Site 117 Students	1	9/27/2017	7/31/2018	10	\$6,250.00	\$6,250.00
Plato Courseware CTE Library - Site License - Gold Package with Electives 117 Students	1	9/27/2017	7/31/2018	10	\$7,500.00	\$7,500.00
Edmentum Adaptive Intervention Solution - Named User License	40	9/27/2017	7/31/2018	10	\$5,834.00	\$5,834.00
Edmentum Assessments Accucess Students	1	9/27/2017	7/31/2018	10	\$833.33	\$0.00
Edmentum Assessments Test Pack California	1	9/27/2017	7/31/2018	10	\$1,912.50	\$0.00
Edmentum Assessments Common Core Test Pack Students	1	9/27/2017	7/31/2018	10	\$2,500.00	\$0.00
South Lindhurst Cont High Sch Subtotal:						\$19,584.00

Products	Quantity	License Start Date	License End Date	License Term (In Months)	List Price for Term	Extended Price
Multi-Year Discount	1	**	**	24	\$0.00	-\$16,258.40
Edmentum Educator Advantage Virtual	4	***	***		\$200.00	\$800.00



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Session Up To 90 Minutes - Services Delivery Year: Year 1					
Edmentum Educator Advantage Onsite Full Day Session - Services Delivery Year: Year 1	2	***	***	\$2,000.00	\$4,000.00
Edmentum Educator Advantage Virtual Session Up To 90 Minutes - Services Delivery Year: Year 2	1	***	***	\$200.00	\$200.00
Edmentum Educator Advantage Onsite Full Day Session - Services Delivery Year: Year 2	1	***	***	\$2,000.00	\$2,000.00
				Subtotal:	-\$9,258.40

Subtotal:	\$153,325.60
Estimated Tax:	\$0.00
Total US Funds:	\$153,325.60

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be (a) for a renewal, the day following expiration of the prior license term and (b) with respect to all other licenses, promptly after we have accepted your signed Order Form, we will confirm to you the applicable Start Date for your software license(s).

*** Services are purchases with an annual term expiration. Any service offering that is not used during the applicable year, may not be carried over or used in subsequent years.

Order Notes

This order contains promotional pricing that is valid for this purchase only.

This purchase includes any state specific courses where applicable.

Invoicing and Payment Terms

PO Due Date	Payment Due Date	Amount
Due at Time of Order	Net 30	\$77,962.80
7/17/2017	8/1/2017	\$75,362.80
Total:		\$153,325.60

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

The parties agree that Section 20118.3 of the Public Contract Code applies to this Order Form and is thereby incorporated into the Standard License and Purchase Terms.

Notwithstanding anything in this Agreement to the contrary, in the event that this Order Form identifies a multi payment arrangement with only the initial payment covered by Your purchase order, We will enable You to cancel those years beyond the initial period to the extent that all of the following are satisfied and only with respect to the specific year in which they are all satisfied: (i) You took all necessary steps and exhausted all reasonable efforts to obtain such funding, including but not limited to including the funding in Your budget request for each year, (ii) You inform Us promptly of any situation whereby You have any reason to believe that funding might not be forthcoming, and (iii) You provide Us prompt written notice and comprehensive explanation of such funding failure and written representation from your Superintendent (or similar position) that funds have not been made available to license or purchase products or services during any portion of the license period You are requesting funding out of that are similar in any manner to those identified on your order form. Even if You satisfy subsections (i) through (iii), to the extent you have some funding available, You must purchase some licenses and/or services to the extent of such funding



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You acknowledge that this Agreement is non-cancellable and you will submit a Purchase Order with this Order Form covering the initial portion of the amount and you will submit future Purchase Orders based on the Invoicing and Payment Terms table and timely make corresponding payment(s) for the remaining amount(s) owed.

Customer Contact for Future Purchase Orders

Name: Kathy Cartwright
Email Address: kcartwright@njusd.com

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature:

Name (Printed or Typed): Gay Todd
Title: Superintendent
Date: 6-3-16



The terms and conditions contained in this document (the "Standard Terms") apply to any transaction whereby we (sometimes referred to in this document as "we" "us" or "our") provide to you our customer (referred to as "you" or "your" as identified in more detail on the applicable Order Form ("Order Form")) (1) license rights to use our software products for a fixed term, (2) hardware for use with the software products, or (3) professional services. These Standard Terms are an integral part of an agreement (the "Agreement") that consists of (in order of precedence) an Order Form, these Standard Terms, and any documents incorporated by reference into either the Order Form or Standard Terms (including those incorporated by hyperlink reference). You acknowledge that the Order Form and the Standard Terms constitute the entire agreement between the parties and will supersede and replace any provisions in your purchase order or other contracting or purchasing documents that do not exactly mirror these terms. The Agreement will be effective as of the Order Date specified on the Order Form and will be binding when the Order Form has been executed by you. We reserve the right to require your submission of a purchase order in connection with your order. Capitalized terms used throughout the Agreement are defined in the Order Form, in section 5.0 (below), and elsewhere in these Standard Terms. These Standard Terms may only be superseded or amended by other terms and conditions you and we have specifically documented in a signed Order Form.

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1.1 General License Terms. All software license rights that we grant you are specifically subject to the following general terms and conditions:

1.1.1 All licenses are non-exclusive, non-transferable and non-assignable.

1.1.2 We either own or have licensed from third parties all rights necessary to grant the licenses being granted to the Software and Documentation. We or our licensors own and retain all rights, title and interest in and to the Software and all ideas, concepts, methodologies, formats, specifications, and other know-how furnished by us or our licensors in connection with this Agreement, as well as all related intellectual property rights.

1.1.3 All access and use of Software under this Agreement will be subject to our Privacy Policy, which can be found at <http://www.edmentum.com/Privacy> which is expressly made a part of this Agreement.

1.1.4 Licenses granted under this Agreement will be automatically revoked if this Agreement is terminated and automatically terminate on the expiration date as identified on the Order Form. We reserve the right to suspend or revoke any license granted under this Agreement if you breach this Agreement.

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or disrupt the integrity or performance of the Software or the data contained therein; (x) attempt to gain unauthorized access to the Software or its related systems or networks; or (xi) publicly display or publicly perform the Software or Documentation without our prior written permission.

1.3 Subscription Software Operability:

1.3.1 Maintenance and Access. During the Subscription Period, we will use commercially reasonable efforts to make the Subscription Software available (subject to routine maintenance windows and unavailability not caused by us) to you and your Users via the Internet 24 hours a day, 7 days a week. All access rights for you and your Users will be via the worldwide web using a browser and Internet connection compliant with the System Requirements (described in section 1.4).

1.3.2 Outage Periods. The term "Outage Period" applies to Subscription Software and means a period of more than 48 consecutive hours in which your Users are prevented from accessing the Subscription Software due to factors completely within our control during a period that you are not in breach of this Agreement. Outage Periods exclude (a) planned downtime; or (b) any Force Majeure event. If you experience an Outage Period, then upon your written request we will issue you a credit for the pro-rated share of fees you have paid for usage during the month during which the Outage Period occurs. Your request for this credit must be made within 30 days after the end of the Outage Period. Your sole and exclusive remedy for an Outage Period will be the above credit.

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1.5 Responsibility for User Activity. You are responsible for all activities that occur in User accounts and for compliance by your Users with these Standard Terms. You will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, disclosure of or use of the Software, and notify us promptly of any such unauthorized access or use; and (iii) in connection with this Agreement, comply (and ensure compliance by your Users) with all applicable local, state and federal laws, rules and regulations.

1.6 Intellectual Property

1.6.1 Reservation of Rights. The Software we are

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1.6.4 Custom Learning Paths

a. Rights to Custom Learning Paths. Certain Software allows you to customize the sequencing of instructional content to suit your instructional needs. "**Your Learning Paths**" refers to the custom learning paths you create using this feature of the Software. We make no warranties or commitments related to your ability to access or use Your Learning Paths during the term of your licenses or at the expiration or termination of your licenses.

b. Our Use of Your Learning Paths. We may use Your Learning Paths and may provide them to our other customers.

c. Customer Created, Modified or Stored Content. Certain of our products enable you to create, customize or store content, documentation or otherwise. If you do, you accept, agree and acknowledge that (i) we can use and disseminate such items, (ii) at the expiration or termination of your licenses, we will not be returning these items to you and you have no rights in such items and (iii) you are responsible for ensuring that all laws, regulations and judicial precedence is followed in such creation, customization, disclosure or storage, including but not limited to intellectual property laws and you will indemnify us and our affiliates, successors and assigns in the event you fail to do so.

1.7 Limited Warranty for Software Products. Subject to the terms of Section 4.6, we warrant that the Subscription Software will perform in substantial accordance with the applicable Documentation during the Subscription Period. This warranty is contingent on the authorized use of the Software in accordance with the applicable Documentation. If we breach this express warranty, we will at our option and expense: (a) as soon as commercially practical, consistent with industry practice, modify the affected Software to conform in material respects with the applicable Documentation, or (b) provide a replacement for the affected Software which generally conforms with that Documentation, or (c) accept the return of the affected Software and refund you the portion of your purchase price attributable to the returned product proportionate to the period remaining on your contract. This will be our sole obligation, and your sole remedy, with respect to any breach of this warranty. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY ADDITIONAL WARRANTIES OF ANY KIND. WE DO NOT WARRANT THAT THE LICENSED PROGRAM WILL PERFORM UNINTERRUPTED OR BE ERROR-FREE OR THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR PARTICULAR REQUIREMENTS.

2.0 THIRD PARTY SOFTWARE, HARDWARE AND SERVICES. The following terms and conditions will apply to all Third Party Software that is included in any of the Software Products you have

licensed from us and all Third Party Software, Hardware and services listed on the Order Form:

2.1 Subject to Third Party's Warranties and Terms.

Third Party Software and Hardware products and services are distributed by us as a licensor or reseller. These products are provided subject to the separate license and sale terms, conditions and restrictions required by the third party. WE DO NOT PROVIDE, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ON ANY THIRD PARTY SOFTWARE, HARDWARE AND SERVICES WE SUPPLY OR MAKE AVAILABLE TO YOU. IN ADDITION, WE DO NOT GUARANTEE THE AVAILABILITY OF SUCH THIRD PARTY SOFTWARE, HARDWARE OR SERVICES AS SUCH SOFTWARE, HARDWARE OR SERVICES MAY BE MODIFIED OR REMOVED AT ANY TIME.

2.2 Warranty Claims. We will use reasonable commercial endeavors to facilitate warranty claims you may make against the third party supplying such products or services. **This is our sole obligation relative to these products or services.**

3.0 PROFESSIONAL SERVICES. Professional Services listed on the Order Form will be provided subject to the following terms and conditions:

3.1 Mutual Cooperation. You and we mutually agree to cooperate with each other in a professional and courteous manner in the performance of our respective duties in the delivery of Professional Services.

3.2 Scheduling Changes Caused by You. You agree to notify us at least 5 business days in advance of your intention to reschedule previously confirmed on-site Professional Services sessions. If you do not provide such notice, and we are unable to re-assign the resources scheduled to provide your Professional Services, we reserve the right to charge you a cancellation fee of up to \$750 for each day cancelled without such notice.

3.3 Scheduling Changes Caused by Us. If we are required to reschedule (except for reasons caused in whole or in part by you or that are outside our reasonable control) a previously confirmed on-site Professional Services delivery session, we will use all reasonable efforts to provide you at least 5 business days' notice. If we do not provide such notice, and you incur reasonable direct, non-refundable expenses which you have made good faith efforts to avoid, we will upon your written request (which must include documentation of these expenses) provide you a credit for such expenses. In no case, however, will the amount of credit exceed \$750.

3.4 Acceptance of Services and Warranty.

3.4.1 Warranty and Acceptance. We warrant that the Professional Services we provide will be performed in a workmanlike manner. If you reasonably determine that the Professional Services have not this standard, you must provide us written notice specifying any deficiencies in detail within 10 business days after the service delivery. We will then use reasonable commercial efforts to cure any such deficiencies promptly which may include our providing additional Professional Services at our expense. If you do not provide notice of any deficiencies to us within the 10 day period, your acceptance of the Professional Services will be considered final.

3.4.2 Failure to Cure. If you give us notice under subsection 3.4.1 and we are unable to cure the deficiency within 60 days after your notice, you may terminate the directly affected portions of service and obtain a refund of amounts you have paid for

the terminated services.

3.4.3 Sole remedies. The remedies specified in this section 3.4 are your only Professional Services related remedies.

3.5 Compliance with Workplace Rules. We will have the person or persons we assign to perform the Professional Services comply with those of your lawful workplace rules you have provided to us and them in writing in advance.

3.6 Subcontractors. We may, in our reasonable discretion, use third parties, including, but not limited to agents, to perform any of our obligations regarding delivery of the Professional Services.

4.0 GENERAL TERMS

4.1 Fees and Payment

4.1.1 Fees. You agree to timely pay all amounts due to us as shown on the Order Form. Except if specified in the Order Form or in section 1.3.2 (re Outages) all such amounts are non-cancellable and non-refundable.

4.1.2 Taxes. Except to the extent you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority covering all applicable taxes otherwise due and payable, we will invoice you for and you will pay any applicable direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added, gross receipts, sales, use or withholding taxes associated with your license or purchases under this Agreement, except for taxes based on our net income or real property.

4.1.3 Acceptance. All Software and Hardware will be deemed accepted upon our making it available to you online and will thereafter be subject to the warranty provision of this Agreement.

4.2 Confidentiality

4.2.1 Definition of Confidential Information. "Confidential Information" means all confidential and proprietary information disclosed by one party (the "Discloser") to the other (the "Receiver") and either designated as confidential or of a type reasonably expected to be confidential. Confidential Information includes the Customer Data, the Software, business and marketing plans, technology and technical information, product designs, and business processes, but does not include any information that, without breach of obligation owed to Discloser: (a) is or becomes generally known to the public; (b) was known to the Receiver prior to its disclosure by the Discloser; (c) was independently developed by the Receiver; or (d) is received from a third party.

4.2.2 Protection. The Receiver will not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, except with the Discloser's prior written permission. The Receiver will protect the Confidential Information of the Discloser as if it were the Receiver's own Confidential Information, and at a minimum, with reasonable care. This obligation will survive termination of this Agreement for a period of 3 years. You accept and acknowledge that you input the information and data into our Software, including any student personal information that you deem necessary and that we have no control over such input, that certain third parties may have access to such information and data to assist in enhancing the Software and in facilitating your Users use and access of the Software and that we may retain the data and information that you provide in accordance with our normal retention and destruction practices on certain or our servers, SAN and/or cloud backups. We will ensure that third parties obtaining access to you pupil's records will only use such access in a manner required or permitted by these Standard Terms, will not use personally identifiable information within the records to engage in target advertising of the

pupil and we will request that third parties implement reasonable training to its personnel to enhance the security and confidentiality of you pupil's records. We certify that your pupil's records will not be provided to a third party after the expiration or termination of these Standard Terms.

4.2.3 Compelled Disclosure. If by court order, legal requirement or regulatory authority the Receiver is forced to disclose Confidential Information of the Discloser, the Receiver will (to the extent legally permitted) give the Discloser prompt notice of the order and will provide, at the Discloser's request and cost, reasonable assistance to contest the disclosure.

4.2.4 Remedies. If the Receiver discloses or uses (or threatens to disclose or use) any Confidential Information of the Discloser in breach of this section, the Discloser will have the right, in addition to any other available remedies, to seek injunctive relief to prevent further (or the threatened) disclosure.

4.3 Indemnities.

4.3.1 Our Indemnification of You. Subject to the conditions described below and the provisions of section 4.6, we will defend, indemnify and hold you harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings (collectively called "Claims") made or brought against you by a third party, as follows:

a. **For Personal Injury or Property Damage.** Our indemnity covers Claims alleging personal injury or property damage to the extent caused by the willful misconduct or gross negligence of our personnel while on your premises.

b. **For Infringement:** Our indemnity covers Claims alleging that your use of the Software in accordance with the terms of this Agreement, or any information or material (collectively called "Material") furnished by us in connection with this Agreement infringes the intellectual property rights of a third party. This indemnification does not apply to Hardware. We will have no liability for any claim of infringement or misappropriation to the extent (a) the Material is based on specifications or directions you provided, (b) your use of a superseded or altered version of some or all of the Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered release of the Material provided to you or (iii) your use occurs in a jurisdiction other than the United States. If the Software becomes, or in our opinion is likely to become, the subject of an infringement claim, we may, at our option and expense, either procure for you the right to continue using the Software; replace or modify the Software so that it becomes non-infringing and remains functionally equivalent; or require the return of the affected Software and refund you the portion of your purchase price attributable to the returned product for the remaining order period.

4.3.2 Your Indemnification of Us. Subject to the conditions described below and section 4.6, and to the extent not prohibited by applicable law, you will defend, indemnify and hold us harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against us by (i) a third party alleging that the Customer Data, your use of the Software in violation of this Agreement, or any Material provided by you either: (a) infringes the intellectual property rights of a third party, or (b) has otherwise harmed a third party, or (ii) anyone who has suffered personal injury or property damage based upon you or your employees, agents or students negligence or intentional misconduct.

4.3.3 Conditions. These indemnities will be conditioned on the party seeking indemnity: (a) promptly providing the other with a written notice of the Claim; (b) giving the other party

sole control of the defense and settlement of the Claim, provided that the other party may not settle any Claim unless the party seeking indemnity is unconditionally released from liability; and (c) at no charge, providing the other party with all reasonable assistance relative to the defense of the Claim.

4.3.4 Exclusive Remedies. Our and your exclusive indemnification responsibilities are stated in this section 4.3.

4.4 Care of Customer Data. We will make periodic backups of Customer Data entered using our Subscription Software and will otherwise use reasonable commercial care, consistent with general industry practice, to protect such data against loss. We are not responsible for lost Customer Data. You will be responsible for the maintenance of Customer Data held in our application and for replacing it if it is lost for any reason.

4.5 Force Majeure. The term "Force Majeure" means circumstances beyond the reasonable control of a party (such as acts of God, government restrictions, wars, insurrections, labor strife, or failure of suppliers, communication or data systems, subcontractors, or carriers) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event the Force Majeure persists for more than 90 days, the other party may terminate the affected portions of this Agreement upon written notice.

4.6 Disclaimers, Limitations and Exclusions.

4.6.1 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 3.4 OF THIS AGREEMENT, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

4.6.2 Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS (WHICH ARE LIMITED TO \$50,000 IN THE AGGREGATE FOR ALL CLAIMS AGAINST EITHER PARTY IN ANY CALENDAR YEAR) IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, INDEMNIFICATION OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO US UNDER THE APPLICABLE ORDER FORM. THE ABOVE LIMITATION WILL NOT APPLY TO EITHER PARTY IN THE EVENT YOUR STATE STATUTES ARE FOUND TO GOVERN THIS AGREEMENT AND THEY SPECIFICALLY PROHIBIT A LIMITATION OF LIABILITY PROVISION.

4.6.3 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.7 U.S. Governmental Users. The Software and Documentation are "Commercial Items," as defined at 48 C.F.R. §2.101, and are licensed subject to Restricted Rights applicable to Commercial Items and only with those rights expressly granted under this Agreement. The U.S. Government will not be entitled to technical information that is not customarily provided to the public or to use, modify, reproduce, release, perform, display, or disclose the Software or Documentation except as allowed under this Agreement.

4.8 Term and Termination

4.8.1 Term of this Agreement. This Agreement will begin on the Order Date and will, unless earlier terminated in accordance with this section, continue in effect until the end of the last License Period covered by this Agreement.

4.8.2 Termination for Cause. A party may terminate this Agreement for cause: (i) 30 days after written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party ceases to conduct business in the ordinary course, files a petition for liquidation bankruptcy, fails to have an involuntary petition for bankruptcy dismissed or converted to a non-liquidation bankruptcy within 60 days after filing, or makes an assignment of essentially all assets for the benefit of creditors.

4.8.3 Outstanding Fees. Termination will not relieve you of the obligation to pay any fees payable to us prior to the effective date of termination.

4.9 Surviving Provisions. The following provisions will survive any termination or expiration of this Agreement: 1.6, 1.7, 2.1, 4.2, 4.3.1, 4.3.2, 4.3.4, 4.6, 4.9 and 5.0.

4.10 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, in connection with a transaction involving a sale of all or substantially all of our assets or equity through merger or otherwise. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

4.11 Student/Parent Consents and Notice. You are responsible for obtaining any necessary or legally required consents from students, parents and/or guardians related to your Users access and use of the Software. You may implement a means by which you enable your pupils to retain possession, control and transfer or their pupil-generated content and/or how they or their parent or guardian may review personally identifiable information in the pupil's records and correct erroneous information and we will use reasonable efforts to support you in such implementation. To the extent that we notify you that we have become aware of the unauthorized disclosure of one or more of your pupil's records, you will promptly notify the affected parent, guardian or pupil in accordance with applicable law.

4.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions in these Standard Terms and an Order Form, the terms of the Order Form will prevail.

4.13 Governing Law. This Agreement will be governed by the internal laws of the State of California, without regard to its conflicts of laws rules unless the statutes or applicable rules governing your activities where your situated require that the laws of the State where your situated apply, in which case they will, without regard to the conflict or laws rules.

4.14 Third Parties. There are no third-party beneficiaries to this Agreement.

4.15 Notices. All notices under this Agreement will be in writing and will be deemed given upon: (a) personal delivery; (b)

the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the second business day after sending by confirmed email. Notices to us will be addressed to the attention of Director of Customer Finance. Notices to you will be addressed to the attention of the person signing the Order Form for you.

4.16 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

4.17 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

4.18 Waiver. No failure or delay by either party to exercise a right under this Agreement will be a waiver of that right.

5.0 DEFINITIONS

- **“Concurrent License”** means a Subscription License that may be accessed during the Subscription Period by any User, but may only be accessed by one individual User at a time.
- **“Course Enrollment”** shall mean a Consumable License plus the non-exclusive services of a virtual instructor qualified to provide online teaching services associated with the Consumable License.
- **“Consumable License”** means a Subscription License to a single course assigned to a single, Named User. Prior to the Learner Preview Date, a Consumable License may be reassigned to a different Named User, or designated as unassigned and available for future use. The Subscription Period for a Consumable License begins when the course content is first accessed by the Named User and ends one year later.
- **“Customer Data”** means all electronic data, materials and other information you and/or your Users have entered or stored in the Software, including, but not limited to data and records relating to student information, performance or use, teacher data and supplemental instructional materials.
- **“Documentation”** means technical specifications identified in this Agreement.
- **“Hardware”** means a hardware product marketed by us which is listed on the Order Form and is intended to be used in connection with Software provided by us.
- **“License Period”** means the period of time during which you will have access to the Software you license under this Agreement. This period will begin with the Start Date identified in the applicable Order Form, and (unless earlier revoked in accordance with this Agreement) will last for the duration of the Subscription Period following the Start Date.
- **“Named User”** means a specific User identified by name and designated as the sole User of specific license.
- **“Order Form”** means the Order Form prepared and offered by us and returned to us by you indicating your acceptance of the terms and conditions of this Agreement.
- **“Reusable License”** means a Subscription License whereby only one Named User is designated to use the license at a time, but may be reassigned to another Named User during the Subscription Period. While a Reusable License is assigned to a specific Named User, it may not be used by any other User at any time until reassigned to another Named User.
- **“Software”** means online educational software that we make available either via our Internet-based learning management system (for Subscription Software) or via readable media or electronic download (for Perpetual Software).
- **“Professional Services”** means the services we provide to you to assist in your implementation, on-going use of the Software or our Academy services, as applicable.
- **“Software”** means software marketed by us which is listed on the Order Form. The term “Software” includes both our Software and Third Party Software.
- **“Site License”** means a Subscription License that may be accessed during the Subscription Term by all authorized Users located in the specific physical site identified on the Order Form.
- **“Subscription Software”** means Software licensed for a specified period of time (the Subscription Period).
- **“Subscription Period”** means the License Period for Subscription Software as identified on the Order Form.
- **“Third Party Software”** means software we acquire from a third party producer for distribution to our customers under licensing terms and conditions specified by the producer.
- **“Users”** means individuals you authorize to use Software and supply (or authorize us to supply) user identifications and passwords for and for which you’ve purchased an adequate quantity of licenses. Users may include your students and their parents to the extent permitted and in accordance with the roles as defined in the Documentation.
- **“We”, “Us” or “Our”,** whether or not capitalized, refer to the entity or entities identified on the first page of the Order Form (Edmentum, Inc., Archipelago Learning, Inc., Educational Options, Inc. or Education City, Inc.).



Customer Privacy Policy

Effective Date: July 31, 2015

Edmentum is committed to protecting students' privacy. This Edmentum Online Customer Privacy Policy ("Policy") explains what personally identifiable information we collect from or about students through their use of our Online Learning Programs that our Customers (as defined below) have licensed from us and how we use, disclose, and otherwise process that information. This Policy does not apply to our general purpose website at <http://www.edmentum.com> or to anything other than our Online Learning Programs.

Students' Access to Our Online Learning Programs

Our Online Learning Programs are provided to students under the age of 18 (or through high school graduation to the extent that occurs at age 18 or later) solely through fixed-term subscriptions purchased by schools, school districts, and other educational entities (our "Customers"). Edmentum's Online Learning Programs are not available to students under age 18 except when they are enrolled for access as an authorized user by one of our Customers. Our Customers are required to obtain any and all legally required consents and authorizations from a student's parent/guardian prior to their enrolling for access a student under age 18. Our Customers also dictate which aspects of our Online Learning Programs students are able to access.

Your Consent

By using (or allowing your child/student to use) Edmentum's Online Learning Programs you (on behalf of yourself and your child/student) accept, and agree to be bound by, the terms of this Policy. If you do not accept and agree to the terms of this Policy, neither you nor your child/student may use our Online Learning Programs.

Information We Collect and How We Use It

We collect the following information about students who use our Online Learning Programs:

- Personally identifiable information provided by the Customer who enrolled the student for access, by the student's parent/guardian, or by the student. This information may include information such as the student's name, name of school, grade level, and e-mail address.
- Browser information, such as IP address, the name of a student's operating system, the name and version of a student's browser, the date and time of a student's visit, and the pages the student visits. This information is not personally identifiable, but it can be linked to information that identifies a student, and we reserve the right to do so.
- Tracking information, including information collected by cookies, such as which pages students visit, which links they use, and how long they stay on each page. The tracking information we collect is not personally identifiable but can be linked to information that identifies a student, and we reserve the right to do so. Please note that a student's browser must be set to accept cookies for our Online Learning Programs to be fully functional.

We use the information we collect through our Online Learning Programs for educational, efficacy, program and business enhancement purposes and also for other purposes that are authorized or required by the Customer who enrolled the student for access and/or the student's parent/guardian. For example, we use students' login information to verify their identities, and we track certain activities so that educators know when students have completed assigned tasks. We may use information collected through our Online Learning Programs to improve those tools—for example, we may use information on students' performance to improve the programs' efficacy, we may use browser information to make our tools more

compatible with the technology used by students, and we may use cookies to personalize students' experience when using our tools. However, we do not build profiles of students for any purpose other than to support authorized educational purposes (or as authorized by the student's parent/guardian), and we do not use students' information for any marketing or promotional purpose. We reserve the right to use the information we collect for security purposes—for example, to detect intrusions into our network.

Entities With Whom We Share Student's Information

We share students' personally identifiable information with the Customer who enrolled the student for access to our Online Learning Programs. We may also share such information with vendors, suppliers, licensors and/or subcontractors ("Contractors") that perform services on our behalf. Our agreements with these Contractors generally contain confidentiality and non-disclosure provisions requiring that such Contractors maintain the confidentiality of any personally identifiable information that may be disclosed or made available to them so that Edmentum can use Contractor's product or services. We reserve the right to share students' personally identifiable information when we, in good faith, believe disclosure is appropriate to comply with the law, a court order or a subpoena. We may also disclose such information to prevent or investigate a possible crime, such as fraud or identity theft; to protect the security of our Online Learning Programs; or to protect our own rights or property or the rights, property or safety of our users or others. Finally, we reserve the right to transfer students' personally identifiable information to a successor organization if, for example, we transfer the ownership or operation of our Online Learning Programs to another organization, if we liquidate and sell our assets, or if we merge with or are acquired by another organization. If such a transfer occurs, the successor organization's use of students' personally identifiable information will still be subject to this Policy.

Children Under the Age of 13

Our Customers determine which of their students will be enrolled for access to our Online Learning Programs, and our Customers determine what information about those students they will provide to Edmentum. For students under the age of 13, we require our Customers to obtain parental consent before enrolling the student. Even then, we do not knowingly collect personally identifiable information directly from children under the age of 13 through our Online Learning Programs. If you have knowledge that a child under the age of 13 has provided personally identifiable information to us, please contact us using the information provided below.

Security Measures and Data Retention

Edmentum maintains a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of students' personally identifiable information against risks—such as unauthorized access or use or unintended or inappropriate disclosure—through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information. However, we cannot guarantee the security of information provided over the Internet or stored in our databases and will not be responsible for breaches of security beyond our reasonable control. Unless students and their parents/guardians separately authorize us to do so, we will not knowingly retain students' personally identifiable information beyond the time period required to support the educational and other purposes authorized by the Customer, except that we reserve the right to retain data on backed-up, electronically stored records, the destruction of which would be unreasonably burdensome.

Requests for Access and Deletion of Student's Personally Identifiable Information

Any student or parent/guardian who is interested in accessing the information Edmentum stores about the student should request such information from their student's school (Edmentum's Customer). Likewise, requests to have a student's information modified or deleted should be directed to the student's school. Edmentum will work with its Customers to respond to all reasonable requests for access, modification, or deletion that the Customers receive and will comply with all applicable laws regarding data

retention/destruction. However, there are various circumstances when Edmentum may deny a request for access, modification, or deletion, including (but not limited to) when Edmentum believes that applicable law or a court order requires it to retain information, when Edmentum believes that retention of the information is necessary to protect its rights, or when the request extends to backed-up, electronically stored records, the destruction of which would be unreasonably burdensome.

Links to Other Web Sites

Our Online Learning Programs may contain links to third-party web sites. These web sites are independently owned, controlled, and/or managed web sites whose content we believe will be of possible interest and value to our Customers and their students. However, Edmentum does not control these sites or their data privacy and security practices. Once you leave our Online Learning Programs, the use of any information you provide is governed by the privacy policy of the operator of the site you're visiting. That policy may differ from ours. We specifically recommend that children check with their parents or teachers before clicking links to any third-party sites.

Edmentum Assurances Related to the Family Educational Rights Privacy Act

Edmentum understands that many of its Customers are subject to the Family Educational Rights Privacy Act ("FERPA") and provides a list of FERPA-related assurance to our Customers. Students and their parents/guardians may obtain a copy of those assurances upon request, by contacting the student's school or by contacting Edmentum using the information provided below. Edmentum's FERPA assurance statement can also be accessed [here](#).

Student Privacy Pledge

Edmentum is a current signatory to the Student Privacy Pledge. As a signatory, Edmentum uses commercially reasonable efforts to comply with the commitments made as a signatory. Specific details on the Pledge can be found at <http://www.studentprivacypledge.org>.

Changes to This Policy

If this Policy changes, the revised policy will be posted on our website. We will not make material changes without first providing prominent notice to our Customers. When reasonably able to do so, we will also provide prominent notice to students who use our Online Learning Programs and their parents/guardians, but generally we rely on our Customers to alert students and their parents/guardians to changes. Before using students' information in a manner inconsistent with the privacy policy in effect at the time it was collected, we will first provide students a chance to opt-in or opt-out (depending on applicable law) of such use. This Policy was last updated on July 31, 2015.

Contact Information

Please contact us at privacy@edmentum.com if you have any questions or comments about this Policy. You can also contact us by general mail or phone listed below. General comments about our web site can be directed to info@edmentum.com.

General Mail

Edmentum
5600 W 83rd Street, Suite 300
8200 Tower
Bloomington, Minnesota, 55437

Toll-Free Number

800.447.5286

Gay Todd

From: Maiwurm, Stephanie <Stephanie.Maiwurm@Edmentum.com>
Sent: Tuesday, May 17, 2016 7:47 PM
To: Gay Todd
Subject: RE: Pricing Options for Marysville
Attachments: Marysville Joint Unif School District Quote-2 Year.pdf

Hi Gay! I have attached the formal quote agreement for the Edmentum 2 year Silver commitment. I have also included the cost of South Lindhurst's implementation beginning when their current contract ends on 9/27/2017. I included the payment terms we discussed as well as the start date of 8/1/2016 and multiple PO language.

Here are our next steps:

1. In order to process the order, we will require the signed order form (attached quote) and the first payment of \$80,162.50
2. You mentioned this will come from July 1 funds-and you should be able to generate-PO/OF-within the first week of July
3. We are shooting for onsite PD Sessions-August 11th and 12th for teachers-As soon as you can, please confirm those dates and I will put a hold for you, as this is our busiest time!
4. Before the onsite sessions, we will conduct a pre-implementation planning session-virtual call in July or early August-we will connect July 5th to set this up

If you have ANY questions or would like to review the quote together, please let me know!

Kind regards,

Stephanie Maiwurm

Stephanie Maiwurm
Territory Manager
stephanie.maiwurm@edmentum.com
c 805.680.9436
www.edmentum.com

edmentum™
Redefining the 21st Century Classroom

From: Maiwurm, Stephanie
Sent: Monday, May 16, 2016 10:41 AM
To: 'Gay Todd' <gtodd@mjustd.com>
Subject: RE: Pricing Options for Marysville

Hi Gay! I am finalizing the contract and will have it sent over to you by tomorrow! Have a great day ☺

Kind regards,

Stephanie Maiwurm

Stephanie Maiwurm
Territory Manager
stephanie.maiwurm@edmentum.com
c 805.680.9436
www.edmentum.com

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From: Gay Todd [<mailto:gtodd@mjustd.com>]
Sent: Tuesday, May 10, 2016 12:40 PM
To: Maiwurm, Stephanie <Stephanie.Maiwurm@Edmentum.com>
Subject: RE: Pricing Options for Marysville

Thank you for sending this to me. Talk to you tomorrow,
Gay



Gay Todd, Ed.D.
Superintendent
Marysville Joint Unified School District
530-749-6102

From: Maiwurm, Stephanie [<mailto:Stephanie.Maiwurm@Edmentum.com>]
Sent: Tuesday, May 10, 2016 12:06 PM
To: Gay Todd
Subject: Pricing Options for Marysville

Hi Gay! I have attached 2 documents for you that outline a few different options for Edmentum implementations at Marysville, based on the needs you expressed.

Document 1: 9 Box/3 Options

- A 9 box is a pricing document we use to showcase 3 implementation options on the left side (Bronze/Silver/Gold) and various packaging options (2,3,5 year agreements).
- In each option you will see there is an asterisk that states that I have not included the cost of South Lindhurst into the costs on the right. They are currently in a multiyear agreement that ends 9/26/2017 and spend roughly \$17K annually. Once you decide on the best option for your district, we will include South Lindhurst's costs starting AFTER 9/26/2017. I can walk through this with you when we chat as well.
- You will also see professional development has been added to each scenario. This is a critical piece for implementation success, and I structured a recommendation for you. I can also discuss this with you in detail when we chat.
- **Bronze:** This would give you access to JUST the Secondary Academic Library. These are site licenses, so all students can have access at each site. I attached this course listing for you. It's the core content and would be best fitted for you Credit Recovery needs but courses can also be customized and used for grade recovery/unit recovery and can also be implemented for first time credit. Also great for blended learning and utilization in the classroom by teachers.
- **Silver:** Same as bronze but now we have added the CTE Gold Plus Electives Library for each campus. I attached the flyer that will show you all courses you will have access to. You would have access to everything listed in bronze/silver/gold and gold with electives.

- **Gold:** Same as bronze and silver but now we have added Adaptive Intervention Solution for 500 students. This number could be adjusted but I chose this based on the number of students you planned to reach across the different sites. Here are some detailed Knowledge Articles outlining everything you need to know about the Solution:
 - o [https://support.plato.com/Edmentum Assessments/Accucess in Edmentum Assessments](https://support.plato.com/Edmentum_Assessments/Accucess_in_Edmentum_Assessments)
 - o <http://www.edmentum.com/resources/brochures/edmentum-assessments-transform-learning-adaptive-intervention-solution>
 - o <http://www.edmentum.com/resources/success-stories/south-lindhurst-continuation-high-school-plato-courseware-olivehurst-ca> -Here is the success story from South Lindhurst ☺
- **Discounting:** As you will see, as you add in and bundle additional solutions/libraries, the discounts/savings increase. Similarly, as you agree to longer terms, the savings increase and the cost per year decreases. Multiyear agreements are great for locking into a certain price point. You are then able to pay annually, and we can create payment terms for you. It is also ideal for long term success of the program.

Document 2: Tiered/Stair Step Option

- This will show you what a tiered, multiyear stair step model would look like, where we start with the bronze level in year 1, then move to the silver level in years 2 and 3 and then move to the gold level in years 4 and 5.

I look forward to connecting tomorrow and talking through this!

Kind regards,

Stephanie Maiwurm

Stephanie Maiwurm

Territory Manager

stephanie.maiwurm@edmentum.com

c 805.680.9436

www.edmentum.com

edmentum™
Redefining the 21st Century Classroom

STRATEGIC PARTNERSHIP AGREEMENT

FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT NO: SP17-104

THIS AGREEMENT ("Agreement") is made this 1st day of July, 2016] by and between the FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION ("Commission"), and MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (MJUSD) a a political subdivision of the State of California ("the District"), with its principal place of business at 1919 B Street, Marysville, CA ("Provider"), individually referred to herein as a "party" and collectively as the "parties" for School Readiness Program ("Program")

RECITALS

WHEREAS, the Commission is authorized by Health and Safety Code Section 130140.1 to make contracts as necessary to implement its strategic plan; and

WHEREAS, the Commission is authorized by those provisions to contract with persons specially trained, experienced, expert and competent to perform special services in Yuba County; and

WHEREAS, the Commission has adopted a five year strategic plan to invest Proposition 10 tax dollars into services that promote the early development and well-being of Yuba County children from prenatal to age five; and

WHEREAS, Provider will apply the best industry practices for service delivery to produce outcomes to further the result areas in the Commission's strategic plan; and

WHEREAS, Provider warrants that it is qualified and agreeable to render the work authorized by the Commission on April 28, 2016 for Early Learning Services and to execute strategies to further the result areas of the Commission's strategic plan; and

NOW, THEREFORE, the Commission and Provider agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.
2. CONTRACT TYPE. This Agreement is a cost reimbursement grant for professional services. Notwithstanding any other provision of this Agreement, in no event shall the cost to Commission for the work to be provided herein exceed the maximum sum of THREE HUNDREDTHOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$385,288.00) without the prior authorization of the Commission.

3. CONTRACT TERM.

- A. Length. This Agreement shall be a three year term agreement to begin on the date written above and shall terminate on June 30, 2019, which means that all work required by this Agreement shall be completed by that date.
- B. Start date. Provider agrees to begin work within thirty (30) days of the date written above.

Renewal. This Agreement may renew three years from the start date for an additional two years. The Commission must first confirm the Program continues in its strategic plan, contractual requirements have been met, and funding is available. Commission discussion and approval is required for all renewals.

4. SCOPE OF WORK

- A. Provider shall use the funds awarded under this Agreement to pay for the services specified in the SCOPE OF WORK, approved by the Commission set forth in **EXHIBIT A** for the Program written above. Any modifications to the Program that are deemed by the Executive Director to significantly impact the Scope of Work require Commission approval.
- B. Provider shall designate a Program Administrator that shall work directly with the Executive Director or his/her designee on the day to day performance requirements under this Agreement. Furthermore, any changes for the following direct service positions shall require written notice to the Commission: **Program Specialist**.
- C. Provider represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Work. All such services shall be performed by Provider or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.
- D. Provider shall provide all facilities, equipment, personnel, labor, and materials necessary to provide the foregoing services in accord with this Agreement. Provider warrants that it and all its employees have all necessary licenses and/or permits required both by law and all appropriate agencies and agrees to maintain such licenses and permits in effect for the duration of this Agreement. Failure to maintain all the licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for termination of this Agreement by Commission. In the event of any conflict between any of the provisions of this Agreement (including Exhibits) the provision that requires the highest level of performance from Provider for the Commission's benefit shall prevail.

5. BUDGET.

- A. Provider shall use funds derived from this Agreement as outlined in the Program BUDGET approved by the Commission set forth in **EXHIBIT B** for the Program

written above. Any modifications to specific line items that vary the budgeted line item by more than 10 percent require approval by the Commission.

6. PERFORMANCE MEASURES

- A. Commission shall identify performance measures to be used to evaluate contractual compliance, Provider shall collect data in a format defined by the Executive Director, and outlined in the EVALUATION PLAN, approved by the Commission set forth in **EXHIBIT C**, with supporting documentation, which may include surveys, registration forms, project milestones as well as any service deliverables or task for which the Provider is responsible and such additional information as the Executive Director may reasonably require; each in a manner that is satisfactory to the Executive Director or his/her designee.
- B. Provider represents that it has, or will secure at its own expense the administrative capacity to manage services performed, to ensure the integrity of data collection according to reporting guidelines prescribed by the Executive Director.
- C. Provider shall participate in any potential training on data collection and evaluation prescribed by the Executive Director.

7. PERFORMANCE MONITORING AND REPORTING

- A. Provider shall provide interim progress reports in a format and timeframe defined by the Executive Director concerning activities as they affect the obligations and purposes of this Agreement. Provider shall submit the required PROGRESS REPORT, set forth in **EXHIBIT D**, with supporting documentation, which may include progress toward measurable results; expenditures to date; level of service provided; issues or barriers encountered and how they are being addressed; and number of clients served. The Executive Director shall provide Provider with the forms and/or access to a database or computer program which Provider is required to use.
- B. Provider shall submit progress reports to Commission staff ten (10) days after the end of the quarter.

PERIOD	REPORTING MONTHS	END OF PERIOD	REPORTS DUE
Quarter 1	July 1 – September 30	September 30	October 10
Quarter 2	October 1 – December 31	December 31	January 10
Quarter 3	January 1 – March 31	March 3	April 10
Quarter 4	April 1 – June 30	June 30	July 10

8. PAYMENT TERM AND FREQUENCY

- A. Subject to Provider's performance of this Agreement and submission of the required ITEMIZED INVOICE FORM, set forth in **EXHIBIT E**, with supporting

documentation of all purchases, which may include original receipts/invoices and/or general ledger reports and such additional information as the Executive Director may reasonably require, each in a manner that is satisfactory to the Executive Director or his/her designee, to the Commission twenty (20) days after the end of each fiscal quarter, Commission shall reimburse Provider for allowable expenses on a quarterly basis. The required Itemized Invoice Form may be modified by the Executive Director from time to time.

- B. Commission staff will process timely invoices before processing late ones. Any invoice submitted after forty-five (45) days after each fiscal year and/or the final contract period will not be honored by Commission, and Commission shall have no obligation to pay any such amount for the services provided, unless Provider has obtained prior written Commission approval to the contrary. Provider assumes full financial liability for services provided outside the terms of this Agreement.

PERIOD	REPORTING MONTHS	END OF PERIOD	INVOICE DUE
Quarter 1	July 1 – September 30	September 30	October 20
Quarter 2	October 1 – December 31	December 31	January 20
Quarter 3	January 1 – March 31	March 3	April 20
Quarter 4	April 1 – June 30	June 30	July 20

9. WITHHOLDING OF PAYMENTS.

- A. In cases of non-compliance or if the Commission is notified by the general public about concerns about the quality/effectiveness the Program, the Commission reserves the right to withhold payments, and/or identify corrective actions to be made by the Provider, increase monitoring activities, which may include additional site visits and/or partial or full audits of the Program. If performance issues are not rectified to the Executive Director satisfaction, the Commission holds the right to terminate the Program as outlined in the Agreement.

10. INSURANCE.

- A. General Liability. Provider shall maintain and provide the Commission with proof of a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate.
- B. Automobile. Where the services to be provided under this Agreement involve or require the use of any type of vehicle by the Provider in order to perform said services, the Provider shall also maintain and provide the Commission with proof of a comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000).
- C. Worker's Compensation. If required by California law, Provider shall also maintain worker's compensation insurance in accordance with California law, and employer's

liability insurance with a limit of no less than one million dollars (\$1,000,000) per occurrence.

- D. Professional Liability of not less than one million dollars (\$1,000,000) as appropriate to the service being rendered, including coverage for medical malpractice, error, and/or omission.
- E. Said policies shall remain in force through the life of this Agreement and shall be payable on an "occurrence" basis unless the Commission specifically consents to a "claims made" basis. Additionally, as to each policy required under this Agreement, Commission shall be named as additional insured by written endorsement subject to approval by the Commission General Counsel. Provider shall also obtain a waiver of subrogation from its insurer as to each policy. Failure to provide and maintain the insurance and related endorsements required by this Agreement will constitute a material breach of the Agreement.
- F. During the term of this Agreement, Provider shall furnish the Executive Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Provider shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

11. ASSIGNMENT AND SUBCONTRACTS.

- A. Assignment. Provider shall not assign, delegate, or transfer its duties, responsibilities, interests, or any portion of the work to be performed under this Agreement without the prior express written consent of Commission. Any assignment without such approval shall be void and, at Commission's option, shall terminate this Agreement. Any change in the corporate structure of Provider, the governing body of Provider, the management of Provider or the transfer of assets in excess of 10 percent of the total assets of Provider shall be deemed an assignment of benefits under the terms of this Agreement requiring Commission approval.
- B. Subcontracting. Provider shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of Commission. If Commission consents to Provider's hiring of subcontractors, all subcontractors shall be deemed to be employees of Provider, and Provider agrees to be responsible for their performance. Provider shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. Provider shall cause all of the provisions of this Agreement, in its entirety, to be included in and made a part of any subcontract executed in the performance of this Agreement.

- C. All subcontracts, inclusive of service provisions and budgets, shall be in writing and copies provided to Commission within thirty (30) days of execution of the subcontract.

12. OWNERSHIP OF DOCUMENTS, WORK PRODUCTS, AND DURABLE GOODS.

- A. All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the Commission, and Provider agrees to deliver and assign the foregoing to the Commission, upon completion of the services hereunder or upon any earlier termination of this Agreement. Provider assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the Commission without restriction or limitation on their use. No charge will be made for any of the foregoing.
- B. All durable goods and inventory items as defined by Commission policy and acquired under this Agreement shall become the property of the Commission. Provider agrees to deliver and assign said items to the Commission upon completion of this agreement unless the Commission, at its sole discretion, makes an alternative disposition.
- C. During and following the term of this Agreement, Provider shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Provider was compensated by the Commission without the express written permission of the Executive Director or his/her designee.
- D. During and following the term of this Agreement, Provider agrees to make the public aware of the benefits of Proposition 10 tax dollars in the community placing the Commission's logo (which is located on the Commission's website) on all materials it distributes or otherwise circulates that were developed pursuant to this Agreement and for which Provider was compensated by the Commission. Provider shall provide Commission staff a copy of all documents with printed logo prior to public distribution and/or 15 days prior to event.

13. NOTICES. All notices regarding the agreement shall be given to Commission in written format at the following location:

FIRST 5 YUBA
1114 Yuba Street, Suite 147
Marysville, CA 95901

Notices shall be given to Provider at the following addresses:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
1919 B Street
Marysville, CA 95901

14. SUSTAINABILITY.

- A. Commission shall have no responsibility or obligation to ensure the long-term sustainability of Provider or Provider's program. The ultimate responsibility for sustainability shall be borne by Provider.
- B. Commission anticipates that revenues from Proposition 10 distributed by the First 5 California Children and Families Commission will diminish in the future and that the Commission's annual strategic plan, which is reviewed by the public, may change and/or reprioritize strategy areas as often as every year. For these reasons, Commission cannot and does not guarantee that a program once funded will continue to be funded, even if it is effective in attaining the Commission's goals.
- C. Commission may, if it chooses, be a partner with Provider in exploring any available funding options for a funded program, and may work in a coordinated way with those agencies and individuals administering other fund sources to identify and structure alternative ways to fund Provider. Options for a Provider to pursue to sustain the Program defined in this Agreement include, among others, seeking funds from other private and public sources, including governmental, corporate, and charitable sources, and soliciting donations.
- D. If appropriate for the Program, and as determined by the parties, Provider shall develop a written sustainability plan for the Program defined in this Agreement with consultation from the Executive Director where appropriate.
- E. If appropriate for the Program, and as determined by the parties, Provider shall fully cooperate with the Executive Director and Commission to address the goals of service integration.

15. **CONTRACT CHANGES CLAUSE.** Notwithstanding any other provision of this Agreement, no changes may be made to this Agreement without the express written authorization of the Executive Director. Changes that significantly impact this Agreement require the written consent of the Commission.

16. INDEMNIFICATION.

- A. **Definitions.** For purposes of this Section 16, "Provider" shall include Provider, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Provider or its subcontractors, in the performance of this Agreement. "Commission" shall include Commission, its officers, agents, employees and volunteers.
- B. **Provider to Indemnify Commission.** To the fullest extent permitted by law, Provider shall indemnify, hold harmless, and defend Commission from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Provider's alleged negligence,

recklessness or willful misconduct or other wrongful acts, errors or omissions of Provider or failure to comply with any provision in this Agreement.

- C. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Provider shall not be required to indemnify Commission for such loss or damage as is caused by the sole active negligence or willful misconduct of the Commission.
- D. **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of Commission's choice, expert fees and all other costs and fees of litigation. Provider shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- E. **Defense Deposit.** The Commission may request a deposit for defense costs from Provider with respect to a claim. If the Commission requests a defense deposit, Provider shall provide it within 15 days of the request.
- F. **Waiver of Statutory Immunity.** The obligations of Provider under this Section 16 are not limited by the provisions of any workers' compensation act or similar act. Provider expressly waives its statutory immunity under such statutes or laws as to Commission.
- G. **Indemnification by Subcontractors.** Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 16 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Provider's behalf.
- H. **Insurance Not a Substitute.** Commission does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Provider's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

17. **CONFIDENTIALITY.**

- A. Provider shall comply with, and will require its officers, employees, agents, sub-Providers and partners to comply with, all applicable Federal and State laws and regulations regarding the confidentiality of applications and records concerning an individual made or kept by the Provider, and shall keep such matters confidential and not open to examination for any purpose not directly connected with the administration of this Agreement or the services required by this Agreement.
- B. Provider shall inform all of its officers, employees, agents, sub-Providers and partners of the above provisions and that any person knowingly and intentionally violating the applicable confidentiality laws and regulations may be guilty of a crime.

18. QUALITY ASSURANCE, PROGRAM REVIEW, INSPECTION, & AUDIT.

- A. Provider shall maintain adequate individualized client records, if applicable, which shall include face-to-face service plans, records of client interviews, case notes, confidentiality releases, referrals and records of services provided by the various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records must comply with all appropriate Federal, State, and Commission record maintenance requirements.
- B. Provider shall permit, at any reasonable time, personnel designated by the Executive Director to come on Provider's premises for the purpose of making periodic inspections to evaluate the effectiveness of the services rendered pursuant to this Agreement. Any other provision of this Agreement notwithstanding, at reasonable times during normal business hours, Commission or Executive Director, and/or their appropriate audit agency or designee, shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of Provider which pertain to services performed and determinations of amounts payable under this Agreement. Provider shall also furnish the Commission and Executive Director with such additional information as they may reasonably request to evaluate the fiscal and program effectiveness of the services being rendered.
- C. Provider shall maintain on a current basis, complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, all income, and all expenditures. These documents and records shall be retained for at least three (3) years from the completion of this Agreement. Provider shall permit Commission to audit all books, accounts, or records relating to this Agreement or all books, accounts, or records of any business entities controlled by Provider who participated in this Agreement in any way.
- D. Any audit may be conducted on Provider's premises or, at Commission's option, Provider shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Commission. Provider shall refund any moneys erroneously charged. If Commission requires an audit due to errors on the part of the Provider, Provider shall be liable for the costs of the audit in addition to any other penalty to be imposed.
- E. Should Provider's performance be found to be less than satisfactory at any point in the contract period, they shall be notified by Commission staff of the specific deficiencies. Provider will work, according to existing Commission policy, to develop and implement corrective actions and return to satisfactory standing.
- F. Provider will be notified in writing of their good standing with the Commission upon completion of this Agreement.

19. LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. Provider agrees to administer this Agreement in accordance with all applicable Commission policies, as

well as any local, county, state, and federal laws, rules, and regulations applicable to its operations and shall comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire, safety, health, and sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. Provider shall keep in effect all licenses, permits, notices, and certificates required by law, and by this Agreement.

20. CHILD ABUSE PREVENTION AND REPORTING. Provider shall maintain current knowledge of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) requiring reporting of suspected abuse. Provider agrees to abide by all obligations, terms, and requirements of these laws and policies.

21. NONDISCRIMINATION.

- A. During the performance of this Agreement, Provider shall not unlawfully discriminate, harass, or allow harassment against any recipient of services, employee, or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, sexual preference, or use of leave authorized by law. Provider shall ensure that its evaluation and treatment of recipients of services, employees, and applicants for employment are free of such discrimination and harassment. Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.
- B. Provider shall comply with the following: Provisions of Title VI of the Civil Rights Act of 1964 (42 USC § 2000), as amended by the Equal Opportunity Act of March 24, 1972 (P.L. 92-261), Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84); and the Americans with Disabilities Act.
- C. Statement of Compliance. By signing this Agreement, Provider hereby certifies under penalty of perjury, as defined in California law, that Provider has, unless exempted, complied with the nondiscrimination requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

22. RELIGIOUS ACTIVITIES. Provider shall not, when conducting work funded by this Agreement: (A) Discriminate against anyone in employment or hiring based on religion; (B) Discriminate against any persons served based on religion; nor (C) Provide any religious instruction, worship, or counseling.

23. SMOKE-FREE PREMISES. Provider shall prohibit tobacco, marijuana, and e-cigarette product use on its premises. "Premises" shall include all property owned, leased, or occupied by Provider, including its offices and day care centers, if applicable.

24. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. No funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

25. CULTURAL SENSITIVITY. Provider shall make every effort to ensure that clients receive from all staff members' effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and their preferred language. To that end, Provider shall make efforts to offer and provide language assistance services including having bilingual staff and/or interpreter services to each patient/consumer with limited English proficiency at all points of contact.

26. INDEPENDENT PROVIDER. Both parties understand and agree that Provider is an independent contractor and that no relationship of employer-employee exists between the Commission and Provider. Neither Provider nor Provider's assigned personnel shall be entitled to any benefits payable to employees of the Commission.

27. PUBLIC RECORDS ACT. Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

28. GOVERNING LAW AND CHOICE OF FORUM. This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Yuba County. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

29. TERMINATION.

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within the fifteen-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

B. This Agreement is subject to the Commission appropriating sufficient funds for the activities required of the Provider pursuant to this Agreement. If the Commission's adopted budget does not appropriate sufficient funds for this Agreement, the

Commission may terminate this Agreement by giving thirty (30) days written notice to the Provider, in which event the Commission shall have no obligation to pay Provider any further funds or provide other consideration, and the Provider shall have no obligation to provide any further services under this Agreement.

- C. This Agreement may be terminated for any reason by either party at any time during its term, by giving a thirty-day written notice to the other party.

30. INTEGRATION. This Agreement, including the language preceding the Agreement and the Agreement itself, represents the entire understanding of Provider and Commission as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may be amended only by written instrument signed by the Commission and Provider.

[Remainder of page intentionally left blank.]

31. **AUTHORITY.** By signing below, the parties to this Agreement represent that they have the authority to enter into this Agreement and that they agree to abide by the terms and conditions specified above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written.

FIRST FIVE YUBA COMMISSION

Commission Chair

Date

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Superintendent of Schools

Date

Approved as to Form:



Commission Counsel

6-3-16

Date

EXHIBIT A - SCOPE OF WORK

Agency:	MJUSD – Child Development
Project:	School Readiness
Goal:	All families support children's development
Desired Result:	Increased use of children's families' and schools' early learning opportunities
Primary Target:	Early Learning Services, Parents of infant and toddlers, ages 0 to 3

Client Outcome	Service Activity	Description	Minimum Service Targets and Standards
Increased percent of parents show understanding of school readiness and how to promote it with their children.	Parent-child early learning services	Activities that encourage positive one-to-one interactions between the parent or caregiver and child thereby increasing quality time for bonding and learning that help young children (birth to 5 years) develop socially, physically, emotionally, and intellectually. Instructor lead sessions 2 days weekly for 3 hours at 5-6 site during the regular school session. Series 1: <ul style="list-style-type: none"> Social: Ages and stages questionnaire and activities Emotional: Social-emotional education and activities Series 2: <ul style="list-style-type: none"> Physical: Nutrition, physical and oral health education and activities Series 3: <ul style="list-style-type: none"> Intellectual: Literacy and pre-kindergarten education and activities 	20 children ages 0-3 and 35 parents, per site, unduplicated Each topical series has defined start and dates so that participants can complete pre and post surveys. Complete registration form for all new families.
Increased percent of parents who report reading aloud with children	Community education services for parents specific to community resources	Parent meetings at each of the three school sites, monthly during regular school session	30 parents per site, unduplicated
	Kindergarten readiness services for children	Comprehensive health screening: vision, hearing, oral health, immunizations and health insurance	20 children + site preschool children, unduplicated

EXHIBIT B

School Readiness Project Budget

Approved by Commission April 28, 2016

Approved by Commission April 28, 2010											
FISCAL YEAR: 2016-2017				FISCAL YEAR: 2017-2018				FISCAL YEAR: 2018-2019			
TOTAL PROGRAM COSTS		PROVIDER FUNDING	DONATED RESOURCES/ OTHER FUNDING	FIRST 5 YUBA FUNDING	TOTAL PROGRAM COSTS	PROVIDER FUNDING	DONATED RESOURCES/OT HER FUNDING	FIRST 5 YUBA FUNDING	TOTAL PROGRAM COSTS	PROVIDER FUNDING	DONATED RESOURCES/O THER FUNDING
A. SALARIES & BENEFITS											
FTE	POSITION TITLE										
0.75	Program Specialist (36 hrs)										
	21,531.00	0.00	0.00	21,531.00	21,531.00	0.00	0.00	21,531.00	21,531.00	0.00	0.00
0.75	Program Specialist (36 hrs)										
	21,531.00	0.00	0.00	21,531.00	21,531.00	0.00	0.00	21,531.00	21,531.00	0.00	0.00
0.75	Program Specialist (36 hrs)										
	21,531.00	0.00	0.00	21,531.00	21,531.00	0.00	0.00	21,531.00	21,531.00	0.00	0.00
1.00	Health Specialist (36 hrs)										
	24,000.00	24,000.00	0.00	0.00	24,000.00	24,000.00	0.00	0.00	24,000.00	24,000.00	0.00
	88,593.00	24,000.00	0.00	64,593.00	88,593.00	24,000.00	0.00	64,593.00	88,593.00	24,000.00	0.00
	63,000.00	15,400.00	0.00	47,600.00	63,000.00	15,400.00	0.00	47,600.00	63,000.00	15,400.00	0.00
	\$151,593.00	\$39,400.00	\$0.00	\$112,193.00	\$151,593.00	\$39,400.00	\$0.00	\$112,193.00	\$151,593.00	\$39,400.00	\$0.00
B. SERVICES & SUPPLIES											
	3,000.00	0.00	0.00	3,000.00	3,000.00	0.00	0.00	3,000.00	3,000.00	0.00	0.00
	1,500.00	0.00	0.00	1,500.00	1,500.00	0.00	0.00	1,500.00	1,500.00	0.00	0.00
	1,400.00	0.00	0.00	1,400.00	2,250.00	0.00	0.00	2,250.00	2,250.00	0.00	0.00
	5,000.00	0.00	0.00	5,000.00	2,500.00	0.00	0.00	2,500.00	0.00	0.00	0.00
	\$10,900.00	\$0.00	\$0.00	\$10,900.00	\$9,250.00	\$0.00	\$0.00	\$9,250.00	\$6,750.00	\$0.00	\$6,750.00
C. SUBCONTRACTS											
SUBCONTRACTS - AGENCY NAME											
	0.00	0.00	0.00	0.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$0.00
	\$162,493.00	\$39,400.00	\$0.00	\$123,093.00	\$163,843.00	\$39,400.00	\$3,000.00	\$121,443.00	\$161,343.00	\$39,400.00	\$3,000.00
TOTAL PROGRAM BUDGET											
Indirect Cost (As Approved)				\$7,385.00				\$128,730.00			
6% of Grant								\$7,137.00			

EXHIBIT C – EVALUATION PLAN

Evaluation Plan: MJUSD – Child Development

Service Activity	Indicator type	Indicator	Target	Actual	Data source	Responsible party
Cross-cutting	Process	Number of First 5-supported parents provided a referral to other services			Family Information Form (FIF)	MJUSD collects; ASR analyzes data
	Process	Number of referrals provided to First 5-supported parents, by type (ASQ screening, HMG, etc)			FIF	MJUSD collects; ASR analyzes data
Parent-child early learning services	Process	Number of parents and children served	20 children 0-3 and 35 parents per site per year		FIF	MJUSD collects and reports
	Process	Number of parents attending each session			Workshop Attendance Log	MJUSD collects and reports
	Process	Number of children who receive a developmental screening, and number at each level			ASQs	MJUSD collects and reports
	Outcome	Number and percent of parents who show pre to post increases in knowledge of school readiness-related topics (socio-emotional, physical, intellectual/ cognitive)			Pre-post knowledge survey, "bookended" around each topical series	MJUSD collects; ASR analyzes data
	Outcome	Number and percent of parents who increase the amount of reading they do with their child			FIF (intake and follow-up)	MJUSD collects; ASR analyzes data
Community education services for parents	Process	Number of parents served, by topic	30 parents per site, unduplicated per year		Workshop Attendance Log	MJUSD collects and reports
	Process	Number of children with a health screening (dental, vision, physical, immunization)	20 children/ site preschool children, unduplicated per year		Screening records	MJUSD collects and reports
Kindergarten readiness health services	Outcome	Number of referrals provided to children screened, by screening level			Referral records	MJUSD collects and reports

EXHIBIT D – PROGRESS REPORT



Progress Report Cover Sheet

Provider					
Project Name:					
Reporting Period:					
Address:					
Tel:		Email:			
Report Prepared By: (Please Print)				Date Submitted:	

The following are attached:

- ☐ Evaluation Plan
- ☐ Number of clients served
 - Family Information Forms, Number and demographic of families served
 - Attendance log(s)
 - Pre/post survey
- ☐ Project Narrative, including but not limited to:
 - Progress towards process indicators
 - Progress toward performance outcomes
 - Menu and schedule of workshops
 - Issues or barriers encountered and how they are being addressed
 - Provider Success story – One per fiscal year
 - Parent/Child Success story – One per fiscal year

40

HMG Statement: As an integral part of First 5 Yuba County's strategic plan we take seriously our commitment to Help Me Grow Yuba County and its mission to identify children with special healthcare needs as early as possible and connect them with the appropriate and effective services and interventions.

EXHIBIT E

FY 16/17/Q1

Itemized Budget Expenditure Quarterly Report

Contractor Name:					
Project Name:					
Mailing Address:					
Phone:					
Agreement Number:					
Agreement Period:		July 1 2016 - June 30 2019			
Reporting Per/Inclusive Months:		July 1 - September 30, 2016			
Line Item	Current Expenses	Year to Date Expenses	Approved Budget	Ending Balance	% Expended
Salaries & Benefits					
Total Salaries & Benefits	0.00				
Services & Supplies					
Total Services and Supplies	0.00				
Subcontract	0.00	0.00	0.00	0.00	0.00%
			0.00		

Summary of Reimbursements

Contractor Name:					
Program Name:					
Mailing Address:					
Phone:					
Agreement Number:		SP17-10#			
Agreement Period:		July 1, 2016 - June 30, 2019			
Reporting Per/Inclusive Months:		Q1 July - September			
Receipt Date	Receipt Amount	Agency/Vendor	Budgetary Line Item	Description	OFFICE USE RECEIPT ATTACHED
7/15/16	\$150.25	Jane Doe	Salary	Salary	<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2016, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer through the Probation Department to be funded by the District;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer for 12 months beginning July 1, 2016 and ending June 30, 2017.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer will provide intervention services to all students referred for program participation by the designated school administrators at Lindhurst High School.
5. The Deputy Probation Officer will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$86,418 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.
County agrees to indemnify, defend and save harmless District, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the County in the performance of this contract.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.

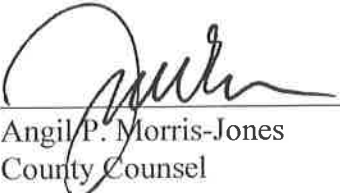
ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

COUNTY OF YUBA:

Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT:



Angil P. Morris-Jones
County Counsel

Gay Todd, Ed. D.
Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
Actual Salary & Benefit Cost:		\$108,021
Salary	\$ 65,787	
Medicare	954	
PERS	16,946	
Health Ins	19,879	
Life Ins	31	
Unemployment Ins	197	
Workers Compensation	4,227	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(21,603)
A	Salary to be paid by Marysville Joint Unified School District:	
	1 - Deputy Probation Officer	52,630
B.	Benefits to be paid by Marysville Unified School District:	
	Medicare	763
	PERS	13,557
	Health & Life Insurance	15,928
	Unemployment Insurance	158
	Workers Comp	<u>3,382</u>
	Subtotal Benefits:	33,788
	Total Salary and Benefits:	86,418
TOTAL CONTRACT AMOUNT		\$86,418

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2016, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

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WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer through the Probation Department to be funded by the District;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer for 3 months beginning July 1, 2016 and ending September 30, 2016.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer will provide intervention services to all students referred for program participation by the designated school administrators at Marysville High School.
5. The Deputy Probation Officer will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$27,047 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.
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ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

COUNTY OF YUBA:

Chairman of the Board of Supervisors

Approved as to form:



Angil P. Morris-Jones
County Counsel

MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT:

Gay Todd, Ed. D.
Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
Actual Salary & Benefit Costs:		\$ 33,809
Salary	\$ 21,782	
Medicare	316	
PERS	5,611	
Health Insurance	4,970	
Life Insurance	8	
Unemployment Insurance	65	
Worker's Compensation	1,057	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(6,762)
A	Salary:	
	1 – Deputy Probation Officer	\$ 17,425
B.	Benefits:	
	Medicare	253
	PERS	4,489
	Health & Life Insurance	3,982
	Unemployment Insurance	52
	Workers Compensation	846
	Subtotal Benefits:	\$ 9,622
	Total Salary and Benefits:	\$ 27,047
TOTAL CONTRACT AMOUNT		\$27,047

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2016, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

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WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer through the Probation Department to be funded by the District;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer for 12 months beginning July 1, 2016 and ending June 30, 2017.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer will provide intervention services to all students referred for program participation by the designated school administrators at Anna McKenney.
5. The Deputy Probation Officer will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$76,566 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
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ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

COUNTY OF YUBA:

Chairman of the Board of Supervisors

Approved as to form:



Angil P. Morris-Jones
County Counsel

MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT:

Gay Todd, Ed.D.
Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
Actual Salary & Benefit Costs:		\$ 95,708
Salary	\$ 70,284	
Medicare	1,045	
PERS	18,105	
Health Insurance	1,800	
Life Insurance	31	
Unemployment Insurance	216	
Worker's Compensation	4,227	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(19,142)
A	Salary:	56,227
	1 – Deputy Probation Officer	
B.	Benefits:	
	Medicare	836
	PERS	14,484
	Health & Life Insurance	1,464
	Unemployment Insurance	173
	Workers Compensation	<u>3,382</u>
	Subtotal Benefits:	20,339
	Total Salary and Benefits:	76,566
TOTAL CONTRACT AMOUNT		\$76,566

50

California Department of Education
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
2016-17 APPLICATION FOR FUNDING

(Due Date: To be received in Regional Supervisor's Office by June 30, 2016)

DATES OF PROJECT DURATION - JULY 1, 2016, TO JUNE 30, 2017

Marysville High School

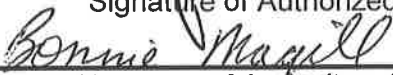
(School Site)

Marysville Joint Unified School District

(District)

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.


 Signature of Authorized Agent


 Signature of Agriculture Teacher
 Responsible for the Program

Director of Categorical Programs


 Signature of Principal

Contact Phone Number: 530-749-6160

Date of Approval of Local Agency Board:

06/28/16

Funds Requested - Part I

\$4,500.00

Part II

\$1,744.00

Part III

\$8,000.00

Part IV

\$0.00

Total

\$14,244.00

Number of Different Agriculture Teachers at Site:

2

PART I - QUALITY CRITERIA 1-9 (REQUIRED) ALLOCATION

Quality Criteria	Will Meet Criteria	Variance Requested
1. Curriculum and Instruction	<u>x</u>	<u> </u>
2. Leadership and Citizenship Development	<u>x</u>	<u> </u>
3. Practical Application of Occupational Skills	<u>x</u>	<u> </u>
4. Qualified and Competent Personnel	<u>x</u>	<u> </u>
5. Facilities, Equipment, and Materials	<u>x</u>	<u> </u>
6. Community, Business, and Industry Involvement	<u>x</u>	<u> </u>
7. Career Guidance	<u>x</u>	<u> </u>
8. Program Promotion	<u>x</u>	<u> </u>
9. Program Accountability and Planning	<u>x</u>	<u> </u>

Formal Variance Request must be included if requesting a variance. A variance is a proposed plan for bringing the program into compliance with required quality criteria. Variances should result in compliance prior to the following year's application. All variances must be approved with the application. Non-compliance with the terms of the approved variance will result in a loss of funds.

PART I - CONTINUED

Departmental Allocation: Meeting the criteria in PART I makes the program eligible for the following amounts based on the number of teachers in the program.

Total Number of Teachers	Amount Eligible	Amount Requested
One Teacher or Less	\$4,000	
Two Teachers	\$4,500	\$4,500.00
Three Teachers or More	\$5,000	

PART II - PROGRAM ENROLLMENT ALLOCATION

Total Number of Students	2015-16 R2 Number	Amount Requested
List Number from R2 Report (\$8/Member)	218	\$1,744.00

PART III - QUALITY CRITERIA 10-11 (OPTIONAL) ALLOCATION

Schools which qualify for a Departmental Allocation may apply for additional amounts for each specific Quality Criteria (10 and 11) met.

- * Amounts requested in Quality Criterion 10 will be the indicated amount for that criterion, multiplied by the full-time equivalent (FTE). To count a preparation period, the teacher must be teaching Career Technical Education courses in Agriculture for 50 percent or more of their teaching periods.
- * Amounts requested in Quality Criterion 11A will be the indicated amount for each teacher who was compensated a minimum of \$2,000 for year-round employment.
- * Amounts requested in Quality Criterion 11B will be the indicated amount for each teacher who is provided a project supervision period. Project periods will be counted if the teacher has a preparation period as part of the regular teaching day.

Number of FTE Agriculture Teachers at Site:

2

List the Names of the Agriculture Teachers:

Bonnie Magill	4.
Amanda Farrah	5.
3.	6.

	Number Meeting Criteria	Amount Requested
Criterion 10 - Student/Teacher Ratio	1	\$2,000.00
Criterion 11A - Year-Round Employment	2	\$4,000.00
Criterion 11B - Project Supervision Period	1	\$2,000.00
TOTAL FUNDS REQUESTED PART IV		\$8,000.00

PART IV - QUALITY CRITERION 12 (OPTIONAL) ALLOCATION

Quality Criterion 12 Form is attached and all criteria has been met. If the answer is yes, list \$7,500 (funds requesting) in space to the right.

No

52

PART V - FINANCIAL SCHEDULE

Part A

Line	Acct. No.	Classification	A Description of Item for Which Funds Will be Expended	B Incentive Grant Funds	C Matching Funds
1	4000	Books & Supplies		7,244.00	7,244.00
2			Subtotal for 4000	\$7,244.00	\$7,244.00
3	5000	Services and Other Operating Expenses such as: Services of Consultants, Staff Travel, and Conference; Rentals, Leases, and Repairs; Bus Transportation	1. Transportation/Confe	7,000.00	7,000.00
4			2.		
5			3.		
6			4.		
			5.		
7			6.		
8			Subtotal for 5000	\$7,000.00	\$7,000.00
9	6000	Capital Outlay: Includes Sites and Improvements of Sites; Buildings and Improvement of Buildings; Equipment	1.		
10			2.		
11			3.		
			4.		
12			5.		
13			Subtotal for 6000	\$0.00	\$0.00
14			Total for 4000–6000 Lines 2, 8, 13	\$14,244.00	\$14,244.00

TOTAL 2016–17 Incentive Grant Allocation:

\$14,244.00

Part B - Complete this portion if a waiver of the matching requirement is requested:

Line	Acct. No.	Classification	A Description of Item for Which Funds Were Expended	B Incentive Grant Funds	C Amount of Salary and Benefits
15	1000	Salaries	Teachers' Summer Service Salaries		
16	1000	Salaries	Teachers' Salaries for Project Supervision Period		
17	3000	Benefits	Benefits for the Above Items (1000)		
18			TOTAL		\$0.00

TOTAL Amount of Waiver Requested:

53

California Department of Education
**AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
 2016-17 APPLICATION FOR FUNDING**

(Due Date: To be received in Regional Supervisor's Office by June 30, 2016)

DATES OF PROJECT DURATION - JULY 1, 2016, TO JUNE 30, 2017

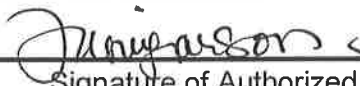
Lindhurst High School

(School Site)

Marysville Joint Unified School District

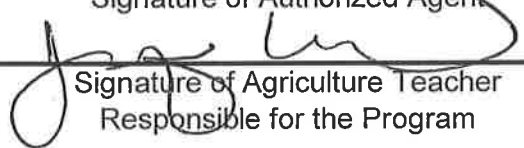
(District)

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.


 Signature of Authorized Agent

Director of Categorical Programs

Title


 Signature of Agriculture Teacher
 Responsible for the Program


 Signature of Principal

Contact Phone Number: 530-749-6160

Date of Approval of Local Agency Board:

06/28/16

Funds Requested - Part I

\$4,500.00

Part II

\$1,144.00

Part III

\$10,000.00

Part IV

\$0.00

Total

\$15,644.00

Number of Different Agriculture Teachers at Site:

2

PART I - QUALITY CRITERIA 1-9 (REQUIRED) ALLOCATION

Quality Criteria	Will Meet Criteria	Variance Requested
1. Curriculum and Instruction	<u>x</u>	<u></u>
2. Leadership and Citizenship Development	<u>x</u>	<u></u>
3. Practical Application of Occupational Skills	<u>x</u>	<u></u>
4. Qualified and Competent Personnel	<u>x</u>	<u></u>
5. Facilities, Equipment, and Materials	<u>x</u>	<u></u>
6. Community, Business, and Industry Involvement	<u>x</u>	<u></u>
7. Career Guidance	<u>x</u>	<u></u>
8. Program Promotion	<u>x</u>	<u></u>
9. Program Accountability and Planning	<u>x</u>	<u></u>

Formal Variance Request must be included if requesting a variance. A variance is a proposed plan for bringing the program into compliance with required quality criteria. Variances should result in compliance prior to the following year's application. All variances must be approved with the application. Non-compliance with the terms of the approved variance will result in a loss of funds.

PART I - CONTINUED

Departmental Allocation: Meeting the criteria in PART I makes the program eligible for the following amounts based on the number of teachers in the program.

Total Number of Teachers	Amount Eligible	Amount Requested
One Teacher or Less	\$4,000	
Two Teachers	\$4,500	\$4,500.00
Three Teachers or More	\$5,000	

PART II - PROGRAM ENROLLMENT ALLOCATION

Total Number of Students	2015-16 R2 Number	Amount Requested
List Number from R2 Report (\$8/Member)	143	\$1,144.00

PART III - QUALITY CRITERIA 10-11 (OPTIONAL) ALLOCATION

Schools which qualify for a Departmental Allocation may apply for additional amounts for each specific Quality Criteria (10 and 11) met.

- * Amounts requested in Quality Criterion 10 will be the indicated amount for that criterion, multiplied by the full-time equivalent (FTE). To count a preparation period, the teacher must be teaching Career Technical Education courses in Agriculture for 50 percent or more of their teaching periods.
- * Amounts requested in Quality Criterion 11A will be the indicated amount for each teacher who was compensated a minimum of \$2,000 for year-round employment.
- * Amounts requested in Quality Criterion 11B will be the indicated amount for each teacher who is provided a project supervision period. Project periods will be counted if the teacher has a preparation period as part of the regular teaching day.

Number of FTE Agriculture Teachers at Site:

2

List the Names of the Agriculture Teachers:

1. Jennifer Cummins

4.

2. Jim Rogers

5.

3.

6.

	Number Meeting Criteria	Amount Requested
Criterion 10 - Student/Teacher Ratio	2	\$4,000.00
Criterion 11A - Year-Round Employment	2	\$4,000.00
Criterion 11B - Project Supervision Period	1	\$2,000.00
TOTAL FUNDS REQUESTED PART IV		\$10,000.00

PART IV - QUALITY CRITERION 12 (OPTIONAL) ALLOCATION

Quality Criterion 12 Form is attached and all criteria has been met. If the answer is yes, list \$7,500 (funds requesting) in space to the right.

No

55

PART V - FINANCIAL SCHEDULE

Part A

Line	Acct. No.	Classification	A Description of Item for Which Funds Will be Expended	B Incentive Grant Funds	C Matching Funds
1	4000	Books & Supplies		11,644.00	11,644.00
2			Subtotal for 4000	\$11,644.00	\$11,644.00
3	5000	Services and Other Operating Expenses such as: Services of Consultants, Staff Travel, and Conference; Rentals, Leases, and Repairs; Bus Transportation	1. Transportation/Confe	4,000.00	4,000.00
4			2.		
5			3.		
6			4.		
			5.		
7			6.		
8			Subtotal for 5000	\$4,000.00	\$4,000.00
9	6000	Capital Outlay: Includes Sites and Improvements of Sites; Buildings and Improvement of Buildings; Equipment	1.		
10			2.		
11			3.		
			4.		
12			5.		
13			Subtotal for 6000	\$0.00	\$0.00
14			Total for 4000–6000 Lines 2, 8, 13	\$15,644.00	\$15,644.00

TOTAL 2016–17 Incentive Grant Allocation:

\$15,644.00

Part B - Complete this portion if a waiver of the matching requirement is requested:

Line	Acct No.	Classification	A Description of Item for Which Funds Were Expended	B Incentive Grant Funds	C Amount of Salary and Benefits
15	1000	Salaries	Teachers' Summer Service Salaries		
16	1000	Salaries	Teachers' Salaries for Project Supervision Period		
17	3000	Benefits	Benefits for the Above Items (1000)		
18			TOTAL		\$0.00

TOTAL Amount of Waiver Requested:

56

California Department of Education
**AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
 2016-17 APPLICATION FOR FUNDING**

(Due Date: To be received in Regional Supervisor's Office by June 30, 2016)

DATES OF PROJECT DURATION - JULY 1, 2016, TO JUNE 30, 2017

South Lindhurst High School

(School Site)

Marysville Joint Unified School District

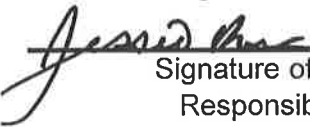
(District)

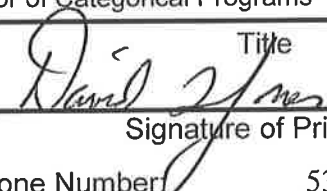
Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.


 Signature of Authorized Agent

Director of Categorical Programs

Title


 Signature of Agriculture Teacher
 Responsible for the Program


 Signature of Principal

Contact Phone Number 530-749-6160

Date of Approval of Local Agency Board:

06/28/16

Funds Requested - Part I

\$4,000.00

Part II

\$968.00

Part III

\$4,000.00

Part IV

\$0.00

Total

\$8,968.00

Number of Different Agriculture Teachers at Site:

1

PART I - QUALITY CRITERIA 1-9 (REQUIRED) ALLOCATION

Quality Criteria	Will Meet Criteria	Variance Requested
1. Curriculum and Instruction	<u>x</u>	<u> </u>
2. Leadership and Citizenship Development	<u>x</u>	<u> </u>
3. Practical Application of Occupational Skills	<u>x</u>	<u> </u>
4. Qualified and Competent Personnel	<u>x</u>	<u> </u>
5. Facilities, Equipment, and Materials	<u>x</u>	<u> </u>
6. Community, Business, and Industry Involvement	<u>x</u>	<u> </u>
7. Career Guidance	<u>x</u>	<u> </u>
8. Program Promotion	<u>x</u>	<u> </u>
9. Program Accountability and Planning	<u>x</u>	<u> </u>

Formal Variance Request must be included if requesting a variance. A variance is a proposed plan for bringing the program into compliance with required quality criteria. Variances should result in compliance prior to the following year's application. All variances must be approved with the application. Non-compliance with the terms of the approved variance will result in a loss of funds.

PART I - CONTINUED

Departmental Allocation: Meeting the criteria in PART I makes the program eligible for the following amounts based on the number of teachers in the program.

Total Number of Teachers	Amount Eligible	Amount Requested
One Teacher or Less	\$4,000	\$4,000.00
Two Teachers	\$4,500	
Three Teachers or More	\$5,000	

PART II - PROGRAM ENROLLMENT ALLOCATION

Total Number of Students	2015-16 R2 Number	Amount Requested
List Number from R2 Report (\$8/Member)	121	\$968.00

PART III - QUALITY CRITERIA 10-11 (OPTIONAL) ALLOCATION

Schools which qualify for a Departmental Allocation may apply for additional amounts for each specific Quality Criteria (10 and 11) met.

- * Amounts requested in Quality Criterion 10 will be the indicated amount for that criterion, multiplied by the full-time equivalent (FTE). To count a preparation period, the teacher must be teaching Career Technical Education courses in Agriculture for 50 percent or more of their teaching periods.
- * Amounts requested in Quality Criterion 11A will be the indicated amount for each teacher who was compensated a minimum of \$2,000 for year-round employment.
- * Amounts requested in Quality Criterion 11B will be the indicated amount for each teacher who is provided a project supervision period. Project periods will be counted if the teacher has a preparation period as part of the regular teaching day.

Number of FTE Agriculture Teachers at Site:

1

List the Names of the Agriculture Teachers:

Jessie Brown

4.

5.

3.

6.

	Number Meeting Criteria	Amount Requested
Criterion 10 - Student/Teacher Ratio	1	\$2,000.00
Criterion 11A - Year-Round Employment	1	\$2,000.00
Criterion 11B - Project Supervision Period	0	\$0.00
TOTAL FUNDS REQUESTED PART IV		\$4,000.00

PART IV - QUALITY CRITERION 12 (OPTIONAL) ALLOCATION

Quality Criterion 12 Form is attached and all criteria has been met. If the answer is yes, list \$7,500 (funds requesting) in space to the right.

No

58

PART V - FINANCIAL SCHEDULE

Part A

Line	Acct. No.	Classification	A Description of Item for Which Funds Will be Expended	B Incentive Grant Funds	C Matching Funds
1	4000	Books & Supplies		3,468.00	200.00
2			Subtotal for 4000	\$3,468.00	\$200.00
3	5000	Services and Other Operating Expenses such as: Services of Consultants, Staff Travel, and Conference; Rentals, Leases, and Repairs; Bus Transportation	1. Transportation/Confe	5,500.00	500.00
4			2.		
5			3.		
6			4.		
			5.		
7			6.		
8			Subtotal for 5000	\$5,500.00	\$500.00
9	6000	Capital Outlay: Includes Sites and Improvements of Sites; Buildings and Improvement of Buildings; Equipment	1.		
10			2.		
11			3.		
			4.		
12			5.		
13			Subtotal for 6000	\$0.00	\$0.00
14			Total for 4000-6000 Lines 2, 8, 13	\$8,968.00	\$700.00

TOTAL 2016-17 Incentive Grant Allocation:

\$8,968.00

Part B - Complete this portion if a waiver of the matching requirement is requested:

Line	Acct No.	Classification	A Description of Item for Which Funds Were Expended	B Incentive Grant Funds	C Amount of Salary and Benefits
15	1000	Salaries	Teachers' Summer Service Salaries		8,279.10
16	1000	Salaries	Teachers' Salaries for Project Supervision Period		
17	3000	Benefits	Benefits for the Above Items (1000)		1,459.61
18			TOTAL		\$9,738.71

TOTAL Amount of Waiver Requested:

59

2016-17 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca16asstoc.asp>.

CDE Program Contact:

Joy Paull, jpaull@cde.ca.gov, 916-319-0297

LEA Plan

An LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds must upload the Title III LEA Plan Performance Goal 2 to the California Department of Education Monitoring Tool (CMT) at <https://cmt.cde.ca.gov/cmt/logon.aspx>.

State Board of Education approval date	7/11/2003
LEA Plan Web page (format http://SomeWebsiteName.xxx)	http://www.mjusd.com/UserFiles/Servers/Server_140317/File/Marysville/LCAP/2016-17%20SY/2016-17%20DRAFT%20District%20LCAP%206-2-16.pdf

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Gay Todd
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative Signature Date	06/28/2016

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2016-17 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Gay Todd
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/28/2016
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****

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2016-17 Application for Funding**CDE Program Contact:**Education Data Office, ConApp@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/28/2016
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Celina Ramirez
DELAC review date	03/01/2016
Meeting minutes web address	http://www.mjusd.com/district/departments/educational_services/english_learner/
Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment	
If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Educator Quality) ESEA Sec. 2101 SACS 4035	Yes
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	Yes

*****Warning*****

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2016-17 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

<p>Title III Part A LEP (English Learner)</p> <p>ESEA Sec. 3102 SACS 4203</p>	<p>Yes</p>
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*****Warning*****

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Marysville Joint Unified School District

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

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$45,000

THIS CONTRACT made and entered into on June 28, 2016 (Insert Board meeting date or ratification date), by and between Botanica Landscapes, 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:

Forty Five thousand ***** hundred ***** and No /100 Dollars (\$ 45,000.00)

(MAY NOT EXCEED \$45,000) – 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: C27 (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 June 29, 2016 (insert date after Board approval date or ratification date) with work to be completed within Forty Five (45) consecutive days and/or by 12th, August, 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 type="checkbox"/> ATTACHMENT A – Contractor Certification Form	<input type="checkbox"/> on file ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
<input type="checkbox"/> ATTACHMENT B – Terms and Conditions (5 pages)	<input type="checkbox"/> on file 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 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

Employer Identification Number _____

License No: 409125 Classification: C27 Expiration Date: 5/31/2017

(District Use Only: License verified by _____)

Date: 5-20-16

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: Botanica Landscapes

Contractor Address: P.O. Box 569
Yuba City, CA 95992

Phone: 530-671-1029

Email: rjessen@botanica.net

Print Name: Bill Lucich

Title: CEO

Authorized Signature: _____

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.

Name(s) of employee(s):

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.

Dated: _____ (Company)

_____ (Authorized Signature)

_____ (Print Name)

_____ (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 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.
- 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.
- 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 contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

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

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

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

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

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

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

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

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



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



Marysville Joint Unified School District

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 of 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 20104) of part 3 of the Public Contract Code.

Revised 05-17-2016

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED June 29, 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**

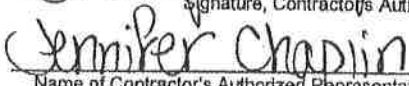
Labor Code section 3700 in relevant part provides:

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


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)



Attachment C

CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 409125

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

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

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

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

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

Data current as of 5/20/2016 2:40:31 PM

Business Information

UNITED LANDSCAPE RESOURCE INC
dba BOTANICA LANDCAPES

P O BOX 569
YUBA CITY, CA 95992-0569
Business Phone Number:(530) 671-1029

Entity Corporation
Issue Date 07/17/1981
Reissue Date 05/11/2001
Expire Date 05/31/2017

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C27 - LANDSCAPING

Bonding Information

Contractor's Bond

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

Bond Number: 5115118

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual BILL EUGENE LUCICH certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 05/11/2001

Workers' Compensation

This license has workers compensation insurance with the SECURITY NATIONAL INSURANCE COMPANY
Policy Number:SWC1089591
Effective Date: 10/01/2015
Expire Date: 10/01/2016
Workers' Compensation History

Miscellaneous Information

05/11/2001 - LICENSE REISSUED TO ANOTHER ENTITY

Attachment C



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, 1919 B Street, Marysville, CA 95901.

PROJECT NAME OR CONTRACT NO.: Olivehurst Elementary School between the
Marysville Joint Unified School District ("District" or "Owner") and Botanica Landscapes
("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 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: _____

Title: _____

☒ 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).

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

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

_____ Other, describe:

DISTRICT

Signature: _____ Title: _____ Date: _____
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.: Olivehurst Elementary School
between Marysville Joint Unified School District (the "District" or the "Owner") and
Botanica Landscapes (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:

6-8-16

Proper Name of Contractor:

United Landscape Resource, Inc.

Signature:

Jennifer Chaplin

Print Name:

Jennifer Chaplin

Title:

Construction Coordinator

(Remainder of page left blank intentionally)

Attachment F

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:

Current Fiscal Year: 2015/16

PWC Regis

PWC Registration Details

Contractor I

License Num

County:

Legal Name

UNITED LANDSCAPE RESOURCE, INC.

Legal Entity Type

CORPORATION

Trade Name

BOTANICA LANDSCAPES

License Number(s)

CSLB :409125

Mailing Address

PO BOX 569

YUBA CITY, CA 95992

Physical Address

5411 COLUSA HWY

YUBA CITY, CA 95993

Email Address

TCOREY@BOTANICA.NET

Search Results
One registered

Details Legal Na

View UNITED

About I

Who We

DIR Cw

Contact

Conditions of Use Privacy Policy Disclaimer Disability accommodation Site Help

Copyright © 2015 State of California

Attachment I



CERTIFICATE OF LIABILITY INSURANCE

UNITLAN-01

KSOLARI

DATE (MM/DD/YYYY)

5/9/2016

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
Lodi-Alliant Insurance Services, Inc.
1949 W Kettleman Ln Ste 200
Lodi, CA 95242

RECEIVED

MAY 11 2016

CONTACT NAME: Kristen Solari

PHONE (A/C, No, Ext): (209) 333-1136

FAX (A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Wesco Insurance Company

25011

INSURER B: Security National Insurance Company

19879

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

UNITED LANDSCAPE RESOURCE INC dba BOTANICA
LANDSCAPES
P O Box 569
Yuba City, CA 95992-0569

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		WPP1097804 03	05/09/2016	05/09/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					
A	<input checked="" type="checkbox"/> 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		WPP1097804 03	05/09/2016	05/09/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	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 <input type="checkbox"/> N/A	SWC1089591	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> 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)

RE: All landscape operations performed by or on behalf of the named Insured.

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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ACORD 25 (2014/01)

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Attachment f

COMMERCIAL • RESIDENTIAL

Bid Date: 05-18-2016
DIR#1000003139

LANDSCAPE AND IRRIGATION PROPOSAL

OLIVEHURST ELEMENTARY SCHOOL
OLIVEHURST, CALIFORNIA

ADDENDUMS: None
WAGE RATE: California State Prevailing

Proposal based on specification sections: Plan Notes
Plan sheets: L1, L2, L3

BASE BID INCLUSIONS:

Labor and Materials for Landscape & Irrigation according to plans and specifications listed above to include:

- Automatic Irrigation per plan. Existing mainline is expected to be in the general location of that shown on plans.
- Amend site soil per soil analysis recommendation. Finish grading as required. Soil amendments are not included for the large bark area near the playground, only for the tree planting pits as there are no shrubs in that area.
- (14) 15 Gallon size trees included in bid price. Trees staked and tied.
- (78) 5 Gallon size shrubs installed at building perimeter planter.
- 2" x 4" Redwood header installed between shrub beds and lawn areas.
- Walk-on bark type mulch installed in shrub beds.
- Install 90/10 Fescue/Bluegrass Hydroseed lawn.
- (90) Day maintenance period included in bid price.
- One year guarantee on quality of workmanship.
- Import topsoil **EXCLUDED** from bid price.
- Drainage reservoir at playground edge and bark planter **EXCLUDED**.

GRAND TOTAL \$45,000.00

NOTES/CLARIFICATIONS:

- This proposal is based on plans when conflicts between plans and specifications exist, without pre-bid clarification.
- This proposal includes one mobilization. If demobilization/re-mobilization is required, incurred costs must be reconciled.
- Botanica Landscapes is not a union sub-contractor; however, we will sign a one-time agreement on a per job basis.
- If awarded this work, this proposal must be attached as an exhibit to the subcontract.
- **Notice the clarifications/exclusions to certain items as described under the included section.**

EXCLUDED UNLESS NOTED ABOVE: Electrical Connections, Metering Devices, Site Furnishings (including tree grates), Concrete and Concrete Repair, Excavation, Permits, Bonds & Fees, Extended Maintenance Period, Hydro-seeding (unless listed under inclusions), Demolition, Removal and/or Replacement of Existing Irrigation & Landscape or New Landscape & Irrigation Damaged by Others (not limited to theft, vandalism, acts of God/Nature), Protective Fencing, Traffic & Pedestrian Control, Fencing, Clearing & Grubbing, Site Drainage, Saw cutting, Boring & Auguring, SWPPP, Hard Rock Conditions, Should Form B Additional Insured Endorsement be required to perform work on this project, products and completed operations endorsement cost is not included in this proposal, off-haul of trench spoils, infield mix (see note under add-alternate inclusions).

Proposal valid for (60) sixty calendar days from bid date as stated above

If there are any questions regarding this proposal, please contact me at the office number listed below. If this bid proposal is 10% or more below the next lowest bidder, please call our office to discuss the proposal.

Thank you,

Ryan Jessen - Estimator

SBE
certified



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Marysville Joint Unified School District

1919 B Street, Marysville, California 95901
Purchasing Department

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$45,000

THIS CONTRACT made and entered into on June 28, 2016 (Insert Board meeting date or ratification date), by and between Botanica Landscapes 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:

Forty Two thousand Six hundred Seventy and No/100 Dollars (\$ 42,670.00)

(MAY NOT EXCEED \$45,000) – 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: C27 (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/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of June 29, 2016 (insert date after Board approval date or ratification date) with work to be completed within Forty Five (45) consecutive days and/or by 12th August, 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 type="checkbox"/> ATTACHMENT A – Contractor Certification Form	<input type="checkbox"/> on file ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
<input checked="" type="checkbox"/> ATTACHMENT B – Terms and Conditions (5 pages)	<input type="checkbox"/> on file 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 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

Employer Identification Number _____

License No: 409125

Classification: C27

Expiration Date: 5/31/2017

(District Use Only: License verified by _____)

Date: 5-20-16

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: Botanica Landscapes

Contractor Address: P.O. Box 569
Yuba City, CA 95992

Phone: 530-671-1029

Email: rjessen@botanica.net

Print Name: Bill Lucich

Title: CEO

Authorized Signature: _____

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.

Name(s) of employee(s):

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.

Dated: _____

Botanica Landscapes _____ (Company)

(Authorized Signature)

(Print Name)

(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 or law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without prior written consent of District.

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

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

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

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

ARTICLE 8. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend and indemnify District against any and all claims, demands, liability, 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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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 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 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 of 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 05-17-2016

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED June 29, 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**

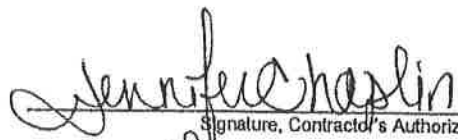
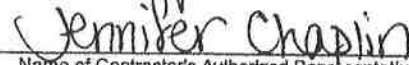
Labor Code section 3700 in relevant part provides:

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

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)



Attachment C CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 409125

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

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

Data current as of 5/20/2016 2:40:31 PM

Business Information

UNITED LANDSCAPE RESOURCE INC
dba BOTANICA LANDCAPES

P O BOX 569
YUBA CITY, CA 95992-0569
Business Phone Number: (530) 671-1029

Entity Corporation
Issue Date 07/17/1981
Reissue Date 05/11/2001
Expire Date 05/31/2017

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C27 - LANDSCAPING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INSURANCE COMPANY.
Bond Number: 5115118
Bond Amount: \$15,000
Effective Date: 01/01/2016
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual BILL EUGENE LUCICH certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 05/11/2001

Workers' Compensation

This license has workers compensation insurance with the SECURITY NATIONAL INSURANCE COMPANY
Policy Number:SWC1089591
Effective Date: 10/01/2015
Expire Date: 10/01/2016
Workers' Compensation History

Miscellaneous Information

05/11/2001 - LICENSE REISSUED TO ANOTHER ENTITY

Attachment c



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, 1919 B Street, Marysville, CA 95901.

PROJECT NAME OR CONTRACT NO.: Johnson Park Landscaping between the
Marysville Joint Unified School District ("District" or "Owner") and Botanica Landscapes
("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 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: _____

Title: _____

☒ 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 45125.1, 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: _____ Date: _____
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.: Johnson Park Landscaping
between Marysville Joint Unified School District (the "District" or the "Owner") and
Botanica Landscapes (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:

6-8-16

Proper Name of Contractor:

United Landscape Resource, Inc

Signature:

Jennifer Chaplin

Print Name:

Jennifer Chaplin

Title:

Construction Coordinator

(Remainder of page left blank intentionally)

Attachment F

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:

Current Fiscal Year: 2015/16

PWC Regis

Contractor I

License Nur

County:

Contractor Information

Legal Entity Information

Workers' Compensation

Legal Name

UNITED LANDSCAPE RESOURCE, INC.

Legal Entity Type

CORPORATION

Trade Name

BOTANICA LANDSCAPES

Search Results

One registered

Details Legal Na

License Number(s)

CSLB :409125

View UNITED

Mailing Address

PO BOX 569

YUBA CITY, CA 95992

Physical Address

5411 COLUSA HWY

YUBA CITY, CA 95993

Email Address

TCOREY@BOTANICA.NET

Conditions of Use

Privacy Policy

Disclaimer

Disability Accommodation

Site Help

Copyright © 2015 State of California



CERTIFICATE OF LIABILITY INSURANCE

UNITLAN-01

KSOLARI

DATE (MM/DD/YYYY)

5/9/2016

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
Lodi-Affiant Insurance Services, Inc.
1949 W Kettleman Ln Ste 200
Lodi, CA 95242

RECEIVED

MAY 11 2016

CONTACT NAME: Kristen Solari

PHONE (A/C, No, Ext): (209) 333-1136

FAX (A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Wesco Insurance Company

25011

INSURER B: Security National Insurance Company

19879

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

UNITED LANDSCAPE RESOURCE INC dba BOTANICA
LANDSCAPES
P O Box 589
Yuba City, CA 95992-0569

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.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR. INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		WPP1097804 03	05/09/2016	05/09/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/PROP AGG \$ 2,000,000
						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		WPP1097804 03	05/09/2016	05/09/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
						\$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	SWC1089591	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					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)
RE: All landscape operations performed by or on behalf of the named insured.

CERTIFICATE HOLDER

CANCELLATION

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

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Attachment J

COMMERCIAL • RESIDENTIAL

Bid Date: 05-18-2016
DIR#1000003139

LANDSCAPE AND IRRIGATION PROPOSAL

JOHNSON PARK ELEMENTARY SCHOOL
OLIVEHURST, CALIFORNIA

ADDENDUMS: None
WAGE RATE: California State Prevailing

Proposal based on specification sections: Plan Notes
Plan sheets: L1, L3, L5, L6 (Shown as Base Bid on Plans)

BASE BID INCLUSIONS:

Labor and Materials for Landscape & Irrigation according to plans and specifications listed above to include:

- Install up to 4" layer of screened import soil for area of previously existing portables as shown on plan. Bid price **EXCLUDES** the excavation and off-haul of existing aggregate within the area.
- Automatic irrigation per plan. Existing mainline is expected to be in the general location of that shown on plans.
- Amend site soil per soil analysis recommendation. Finish grading as required.
- (10) 15 Gallon size trees included in bid price. Trees staked and tied.
- Install 90/10 Fescue/Bluegrass hydroseed lawn per plans.
- (90) Day maintenance period included in bid price.
- One year guarantee on quality of workmanship.
- Note: Bid **EXCLUDES** landscape and irrigation work for Alternates #1 & #2 as shown on Sheets L2 & L4.

GRAND TOTAL **\$42,670.00**

NOTES/CLARIFICATIONS:

- This proposal is based on plans when conflicts between plans and specifications exist, without pre-bid clarification.
- This proposal includes one mobilization. If demobilization/re-mobilization is required, incurred costs must be reconciled.
- Botanica Landscapes is not a union sub-contractor; however, we will sign a one-time agreement on a per job basis.
- If awarded this work, this proposal must be attached as an exhibit to the subcontract.
- **Notice the clarifications/exclusions to certain items as described under the included section.**

EXCLUDED UNLESS NOTED ABOVE: Electrical Connections, Metering Devices, Site Furnishings (including tree grates), Concrete and Concrete Repair, Excavation, Permits, Bonds & Fees, Extended Maintenance Period, Hydro-seeding (unless listed under inclusions), Demolition, Removal and/or Replacement of Existing Irrigation & Landscape or New Landscape & Irrigation Damaged by Others (not limited to theft, vandalism, acts of God/Nature), Protective Fencing, Traffic & Pedestrian Control, Fencing, Clearing & Grubbing, Site Drainage, Saw cutting, Boring & Auguring, SWPPP, Hard Rock Conditions, Should Form B Additional Insured Endorsement be required to perform work on this project, products and completed operations endorsement cost is not included in this proposal, off-haul of trench spoils, infield mix (see note under add-alternate inclusions).

*****Proposal valid for (60) sixty calendar days from bid date as stated above*****

If there are any questions regarding this proposal, please contact me at the office number listed below. If this bid proposal is 10% or more below the next lowest bidder, please call our office to discuss the proposal.

Thank you,

Ryan Jessen - Estimator

SBE
certified

