



Marysville Joint Unified School District

1919 B Street, Marysville, California 95901
Purchasing Department

PUBLIC WORKS CONTRACT FOR SERVICES \$45,000 AND UNDER

THIS CONTRACT made and entered into on May 23, 2017 (Insert Board meeting date or ratification date), by and between Kiz Construction Inc hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

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

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

Forty Four thousand Six hundred 00 and 00/100 Dollars (\$ 44,600.00)

(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: C5 (add applicable to trade).
3. (Check contractor license classification appropriateness at: http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/ and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of May, 24, 2017. (insert date after Board approval date or ratification date) with work to be completed within Ninety (90) consecutive days and/or by August, 24, 2017.
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 not to exceed \$45,000)

Business Services Department
Approval: DE
Date: 5/11/17



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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:

X	Noncollusion Affidavit	on	ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
X	ATTACHMENT A – Contractor Certification Form	on	ATTACHMENT H – W9 Form
X	ATTACHMENT B – Terms and Conditions (5 pages)	on	ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement
X	ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation	X	ATTACHMENT J – Scope of Work
X	ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate		ATTACHMENT K (If \$25,000 or greater) – Labor and Material Payment Bond
X	ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification		ATTACHMENT L (If \$25,000 or greater) – Performance Bond
on	ATTACHMENT F – Proof of Contractor Annual Registration with DIR		Purchase Order No. _____

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

TAX IDENTIFICATION

26-3990054
 Employer Identification Number

License No: 984663 Classification: C5 Expiration Date: 07-30-17

(District Use Only: License verified by Julle Brown Date: 5/9/2017)
 Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: Kiz Construction Inc

Contractor Address:
5520 Tashi Bell Lane
Carmichael, CA 95608

Phone: (916) 715-7771

Email: paulkiz@comcast.net

Print Name: Paul Kiz

Title: Owner

Authorized Signature: _____

District Acceptance: _____

Ryan DiGiulio, Assistant Superintendent of Business Services

Date: _____

Board Approval Date



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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 of 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):

Edward Kiz
Roman Kiz
Jim Kolesnikov

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: 05-10-17

Paul Kiz

Paul Kiz

Owner

Kiz Construction Inc (Company)

(Authorized Signature)

(Print Name)

(Title)

(Complete only if pertinent)



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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 contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he



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

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

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

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

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his

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

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

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

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

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

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided.



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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 completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect



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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 \$45,000 or the project will become subject to California Uniform Public Construction Cost Accounting Act (CUPCAA) bid regulations. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall



Marysville Joint Unified School District

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 or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, Revised 02-28-2017

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.

ARTICLE 22. PAYMENT AND RETENTION (Only applicable if contract amount is \$25,000 or greater): The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents. Within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed. The value of the Work completed shall be Contractor best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment. The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete. The remaining five percent (5%) of payment will be released the District to the Contractor upon full completion of the Work.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED May 24, 2017
(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:

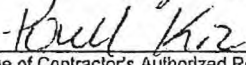
Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (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)



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.: Foothill Shade Structure between the
Marysville Joint Unified School District ("District" or "Owner") and Kiz Construction Inc
("Contractor" or "Bidder").

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

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

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

☒ The Contractor has complied with the fingerprinting requirements of Education Code Section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees have been convicted of a felony as defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ Pursuant to Education Code Section 45125.2, Contractor 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: Paul Kiz

Title: Owner

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

X

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: Lead Supervisor M&O

Date:

5-9-17

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.: Foothill Shade Structure
between Marysville Joint Unified School District (the "District" or the "Owner") and
Kiz Construction Inc (the "Contractor" or the "Bidder").

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

Date: _____

Proper Name of Contractor: Kiz Construction Inc

Signature: *Paul Kiz*

Print Name: Paul Kiz

Title: Owner

(Remainder of page left blank intentionally)

Attachment J

Kiz Construction Inc.

PROPOSAL

5520 Tashi Bel Lane
Carmichael, CA 95608
License#CA984663 DIR# 1000047901
Phone# 916-715-7771 Fax 916-487-6698

Date:	Proposal#
03/29/2017	201725

Name/Address: MJUSD 1919 B Street Marysville, CA 95901

Project	Terms	Salesperson
Foothill Shade Canopy		Paul Kiz

Qty	DESCRIPTION	PRICE	TOTAL
1	Furnish all labor, material and equipment to complete site work after Shade Canopy is installed at Foothill Intermediate School as per RGA and WCE plans and specs. Base bid	\$ 44,600.00	24 18 — Facility only
	Add Alternate#1	\$ 15,800.00	
	Add Alternate#2	\$ 12,600.00	\$ 73,000.00

TOTAL:\$ 73,000.00

Acceptance of Proposal:

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as specified above.



Marysville Joint Unified School District

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

PUBLIC WORKS CONTRACT FOR SERVICES \$45,000 AND UNDER

THIS CONTRACT made and entered into on May 23, 2017 (Insert Board meeting date or ratification date), by and between BRCO Constructors, Inc, hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

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

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

Eighteen thousand hundred and 00 /100 Dollars (\$ 18,000.00)

(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: A & B (add applicable to trade).
3. (Check contractor license classification appropriateness at: http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/ and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of May, 24, 2017. (insert date after Board approval date or ratification date) with work to be completed within Sixty (60) consecutive days and/or by July, 24, 2017.
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 not to exceed \$45,000)



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:

X	Noncollusion Affidavit	on 6	ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
X	ATTACHMENT A – Contractor Certification Form	on 6	ATTACHMENT H – W9 Form
X	ATTACHMENT B – Terms and Conditions (5 pages)	on 6	ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement
X	ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation	X	ATTACHMENT J – Scope of Work
on 6	ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate		ATTACHMENT K (If \$25,000 or greater) – Labor and Material Payment Bond
X	ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification		ATTACHMENT L (If \$25,000 or greater) – Performance Bond
X	ATTACHMENT F – Proof of Contractor Annual Registration with DIR		Purchase Order No. _____

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

TAX IDENTIFICATION

68-0125305
 Employer Identification Number

License No: 511602 Classification: 002 Expiration Date: 6/30/2019

(District Use Only: License verified by Julie Brown Date: 5/10/2017)
 Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: BRCO CONSTRUCTORS, INC.

Contractor Address: _____
3650 Cincinnati Ave
Rocklin, CA 95765

Phone: (916) 253-9373

TRUPRES
 Email: trupres@brcoconstructors.com

Print Name: TOD BUPRES

Title: VICE PRESIDENT

Authorized Signature: _____

District Acceptance: _____
 Ryan DiGiullo, Assistant Superintendent of Business Services

Date: _____
 Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

TOD BURRES
BRUCE VON AESCH
JEREMY WHITLOW
KEVEN SEANEY

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: MAY 11, 2017BRCO Constructors (Company)

[Signature] (Authorized Signature)

TOD BURRES (Print Name)

VICE PRESIDENT (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1773.8.

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.

Revised 02-28-2017

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 §1725.8, except under the limited circumstances set forth in Labor Code §1771.1(a). This requirement shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work awarded on or after April 1, 2015. The District may not accept a proposal or enter into a contract for a public works project with an unregistered contractor.

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

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

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



Marysville Joint Unified School District

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

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

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his

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

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

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

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

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

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided.



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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 completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect



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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:

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

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

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation 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 \$45,000 or the project will become subject to California Uniform Public Construction Cost Accounting Act (CUPCAA) bid regulations. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall



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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 or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, Revised 02-28-2017

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.

ARTICLE 22. PAYMENT AND RETENTION (Only applicable if contract amount is \$25,000 or greater): The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents. Within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed. The value of the Work completed shall be Contractor best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment. The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete. The remaining five percent (5%) of payment will be released the District to the Contractor upon full completion of the Work.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED May 24 2017
(insert date after Board approval date or ratification date)
consisting of Article 1 through Article 21

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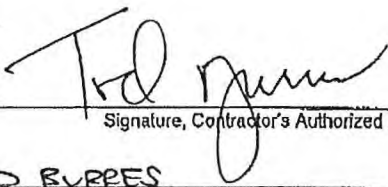
**Marysville Joint Unified School District****ATTACHMENT C****CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

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

TOD BURPEES

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

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

(Remainder of page left blank intentionally)

**Marysville Joint Unified School District****ATTACHMENT D****CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION**

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

PROJECT NAME OR CONTRACT NO.: Cordua Parking between the
Marysville Joint Unified School District ("District" or "Owner") and BRCO Contractors Inc. CONSTRUCTORS, INC.
("Contractor" or "Bidder").

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

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

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

☐ The Contractor has complied with the fingerprinting requirements of Education Code Section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees have been convicted of a felony as defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ Pursuant to Education Code Section 45125.2, Contractor 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

X

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:

A handwritten signature in black ink, appearing to be "S. [unclear]", written over a horizontal line.

Title: Lead Supervisor M&O

Date:

5-11-17

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)



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ATTACHMENT E

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT NAME OR CONTRACT NO.: Cordua Parking
between Marysville Joint Unified School District (the "District" or the "Owner") and
~~BRCO Contractors Inc~~ CONSTRUCTORS, INC (the "Contractor" or the "Bidder").

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

Date: MAY 11, 2017
Proper Name of Contractor: CONSTRUCTORS
~~BRCO Contractors Inc~~
Signature: Tod Burres
Print Name: TOD BURRES
Title: VICE PRESIDENT

(Remainder of page left blank intentionally)

5/10/2017

California Department of Industrial Relations - Contact DIR

State of California

Department of Industrial Relations

Attachment F

Labor Law

Cal/OSHA - Safety & Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards

Public Works Public Works Contractor (PWC) Registration

1000000205 Contractor Details

Public Works Contractor (PWC) Registration

This is a listing of current and active PWC registrations pursuant to

Enter at least one search criteria to display active registered contractors.

Registration Year:	Current Fiscal Year: 20
PWC Registration Number:	example: 1234567890
Contractor Legal Name:	brco
License Number:	example: 123456
County:	Select County
Search	

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number
View	BRCO CONSTRUCTORS, INC.	1000000205

Contractor Information

Legal Entity Information

Workers' Compensation

Legal Name

BRCO CONSTRUCTORS, INC.

Legal Entity Type

CORPORATION

Trade Name

License Number(s)

CSLB :511602

Mailing Address

3650 CINCINNATI AVENUE

ROCKLIN, CA 95765

Physical Address

3650 CINCINNATI AVENUE

ROCKLIN, CA 95765

Email Address

MROTH@BRCOCONSTRUCTORS.COM

v2.20180101

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Jobs at DIR

Licensing, registrations, certifications & permits

Required Notifications

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CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 511602

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 7124.8) 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 5/10/2017 1:12:41 PM

Business Information

BRCO CONSTRUCTORS INC

3650 CINCINNATI AVE

ROCKLIN, CA 95765

Business Phone Number: (916) 253-9373

Entity Corporation

Issue Date 06/04/1987

Expire Date 06/30/2019

License Status

This license is current and active.

All information below should be reviewed.

Additional Status

There is Complaint Disclosure information for this license.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

B - GENERAL BUILDING CONTRACTOR

Bonding InformationContractor's Bond

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.

Bond Number: 103699095

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual BRIAN SCOTT ROTH 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: 11/10/2014

The qualifying individual MATTHEW SEAN ROTH 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: 11/10/2014

Workers' Compensation

142

This license has workers compensation insurance with the SECURITY NATIONAL INSURANCE COMPANY
Policy Number:SWC1126973
Effective Date: 10/01/2016
Expire Date: 10/01/2017
Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



To: Marysville JUSD

Date: 4/6/17

Re: Parking Lot Improvements at Cordua ES

BID ITEMS:

1. Asphalt overlay w/ edge grind as necessary
2. Seal coat new asphalt after 30 day cure, striping, and signage per plans sheets C0.1, C1.1, and C1.2

TOTAL: \$18,000.00**EXCLUSIONS**

- ❖ Any item not specifically noted as included above is considered excluded.
- ❖ Blasting and/or rock excavation.
- ❖ Removal of hazardous, contaminated or buried materials.
- ❖ Irrigation replacement or repair.
- ❖ Sand or rock below concrete
- ❖ Installation/repair of any underground utilities
- ❖ Asphalt, header board, and/or concrete.
- ❖ Processing of soils that are saturated or unsuitable for compaction (Site must be dry).
- ❖ Dust control, SWPPP, hydro-seeding, and/or any erosion control measures.
- ❖ BOND, construction water, staking, permits, fees inspections, and/or compaction testing.
- ❖ Repair to existing sidewalk or asphalt due to construction operations

PAYMENT/LEGAL CLARIFICATIONS AND INFORMATION

- Proposal valid for fifteen (15) days.
- The Owner shall indemnify BRCO to the fullest extent permitted by law from and against any and all claims from the operations performed.
- Not responsible for any damage to unmarked/unknown utilities

Thank you for the opportunity to provide our quotation for this project.

Sincerely,

*Tod Burres*Tod Burres
BRCO Constructors, Inc.

Acceptance Date: _____

X _____

Name: _____

PARKING LOT IMPROVEMENTS AT CORDUA ELEMENTARY SCHOOL

APPLICABLE CODES

2016 CALIFORNIA BUILDING STANDARDS CODE (CCR, TIT. 24) CODES EFFECTIVE JAN 1, 2017:

PART 1 - CALIFORNIA ADMINISTRATIVE CODE
PART 2 - CALIFORNIA BUILDING CODE
PART 3 - CALIFORNIA ELECTRICAL CODE
PART 4 - CALIFORNIA MECHANICAL CODE
PART 5 - CALIFORNIA PLUMBING CODE
PART 6 - CALIFORNIA ENERGY CODE
PART 8 - CALIFORNIA HISTORIC BUILDING CODE
PART 9 - CALIFORNIA FIRE CODE
PART 10 - CALIFORNIA EXISTING BUILDING CODE
PART 11 - CALIFORNIA GREEN BUILDING STANDARDS CODE
PART 12 - CALIFORNIA REFERENCED STANDARDS CODE

NOTES

CHANGE TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY ADDENDA OR CONSTRUCTION CHANGE DOCUMENT (CCD) APPROVED BY DSA, AS REQUIRED BY SECTION 4-339, PART 1, TITLE 24, CCR.

A "DSA CERTIFIED" PROJECT INSPECTOR EMPLOYED BY THE DISTRICT (OWNER) AND APPROVED BY DSA SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK. THE DUTIES OF THE INSPECTOR ARE DEFINED IN SECTION 4-342, PART 1.

THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24, CCR. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH TITLE 24, CCR, A CONSTRUCTION CHANGE DOCUMENT (CCD), OR A SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY DSA BEFORE PROCEEDING WITH THE WORK. (SECTION 4-317(C), PART 1, TITLE 24, CCR).

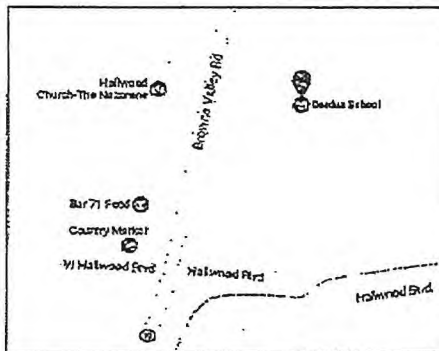
SHEET INDEX

CVR COVER SHEET

ARCHITECTURAL
A1.1 OVERALL SITE PLAN

CIVIL
C0.1 TOPOGRAPHIC MAP
C1.1 GRADING AND PAVING PLAN
C1.2 STRIPING PLAN
C2.1 DETAILS

VICINITY MAP



2830 HIGHWAY 20
MARYSVILLE, CA 95901

SCOPE OF WORK

ADA IMPROVEMENTS TO PARKING STALLS



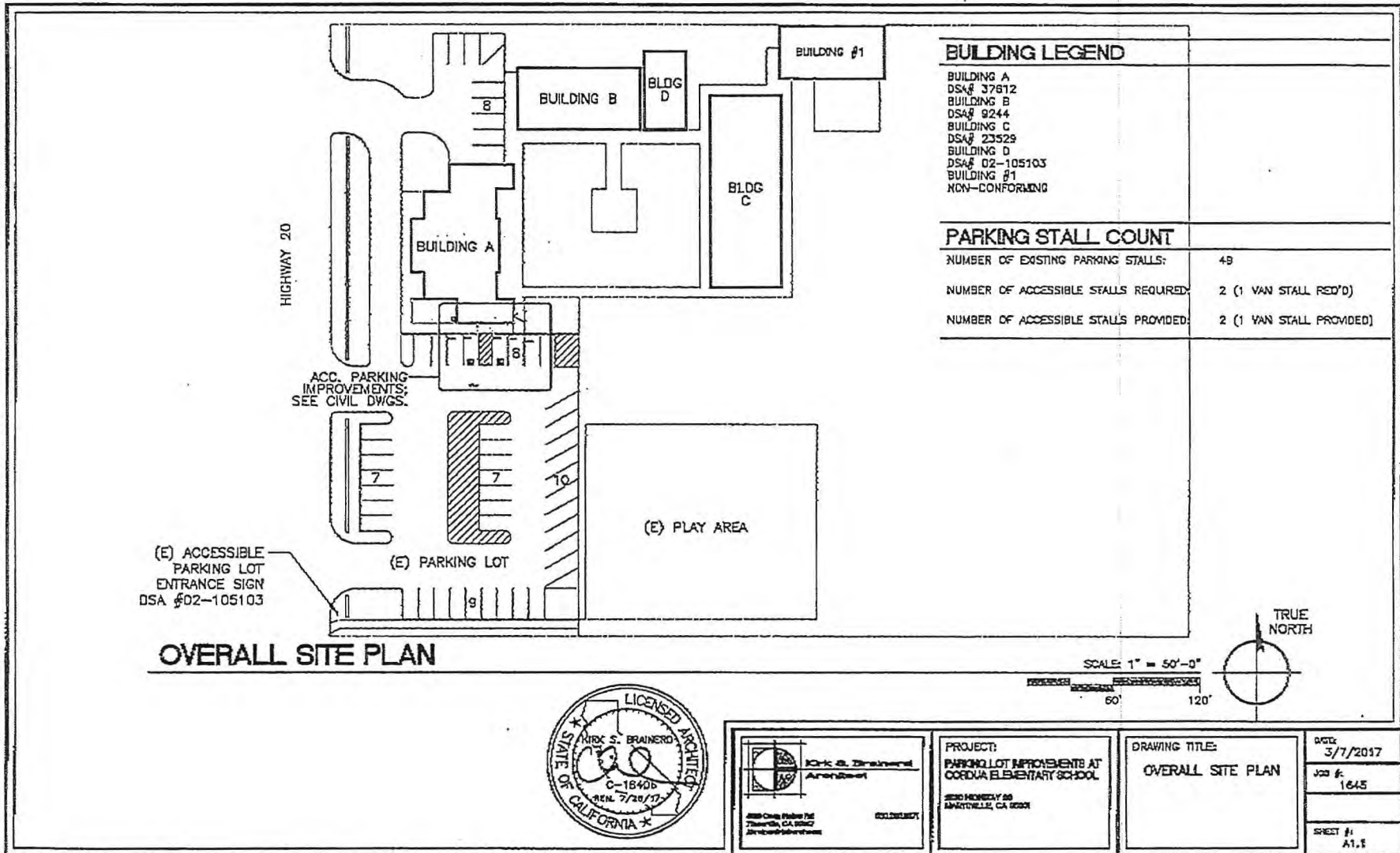
PROJECT:
PARKING LOT IMPROVEMENTS AT
CORDUA ELEMENTARY SCHOOL
2830 HIGHWAY 20
MARYSVILLE, CA 95901

DRAWING TITLE:
COVER SHEET

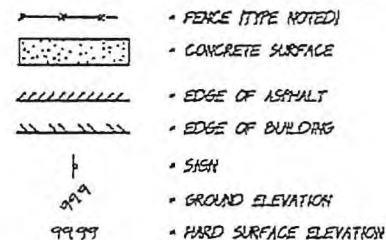
DATE:
3/7/17
JOB #:
1645
SHEET #:
CVR

145

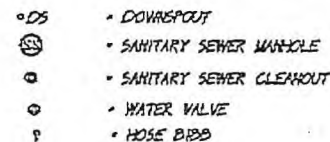
146



EXISTING TOPOGRAPHY



EXISTING UTILITIES



TBM LIST

NUMBER	DESCRIPTION	NORTHINGS	EASTINGS	ELEVATION
1	CPS MAG NAIL	935.87'	2000.00'	94.67'
2	CPS MAG NAIL	982.34'	195.70'	94.70'

BASIS OF BEARINGS

WASSERBROOK

FEMM. INFORMATION:

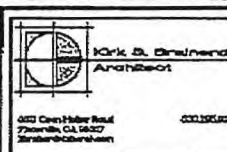
THE SUBJECT PROPERTY IS LOCATED IN "ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" PER FLOOD INSURANCE RATE MAP 0615C03350 DATED FEBRUARY 28, 2011



NOTE:
EXISTING UTILITIES BASED ON
VISIBLE SURFACE STRUCTURES
ONLY.



WARREN CONSULTING ENGINEERS, INC.
1117 WINDFLO WAY, SUITE 110
EL DORADO HILLS, CA 95702 } (916) 985-1870



PROJECT:
PARKING LOT IMPROVEMENTS AT
COPDUA ELEMENTARY SCHOOL

3300 HIGHWAY 20
MARTINVILLE, CA 95001

DRAWING TITLE:
TOPOGRAPHIC MAP

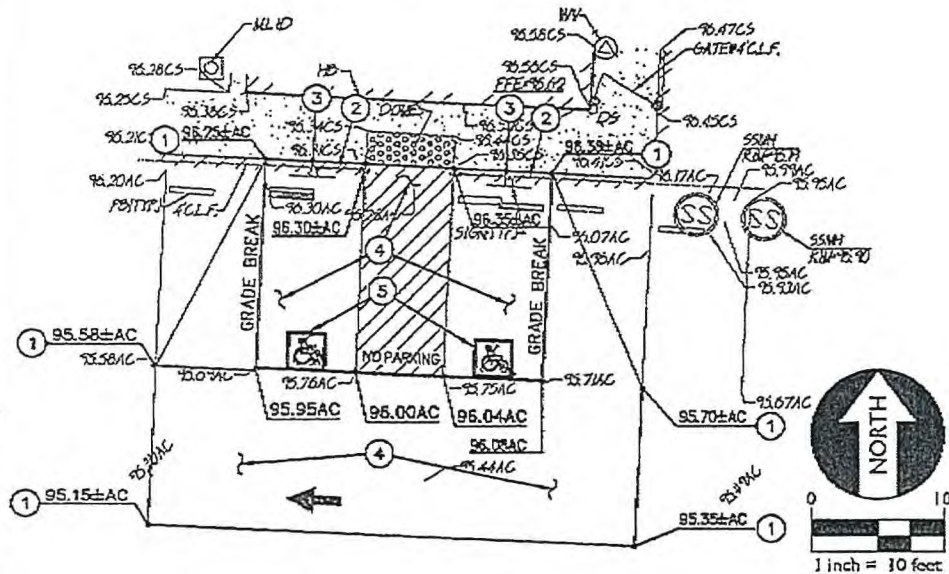
DATE:
3/6/2017

JOE J:
1845

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GENERAL PAVING NOTES:

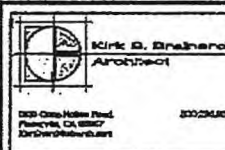
- ALL NEW ASPHALT PAVING TO BE PROVIDED WITH SEALCOAT.
- SLOPE IN ACCESSIBLE STALLS AND LOADING AREAS SHALL NOT EXCEED 2% IN ANY DIRECTION.
- IN NEW ASPHALT AREAS, ALL EXISTING UTILITY BOXES WHETHER SHOWN OR NOT SHALL BE RAISED TO THE NEW ELEVATIONS.
- ANY ADDITIONAL STRIPING AND/OR LEGENDS REMOVED DURING CONSTRUCTION SHALL BE REPAINTED.

CONSTRUCTION NOTES

- MATCH EXISTING GRADE/ELEVATION.
- REMOVE FENCE FABRIC AS NECESSARY TO PLACE NEW ASPHALT. REPLACE FENCE FABRIC UPON COMPLETION OF PROJECT.
- EXISTING ACCESSIBLE STALL SIGN POST TO REMAIN. REMOVE EXISTING SIGNS AND REPLACE WITH NEW SIGNS PER. 2
C2.1
- GRIND AC AS NECESSARY TO PROVIDE A MINIMUM 1.5" ASPHALT OVERLAY. PLACE ASPHALT OVERLAY TO MEET THE GRADES SHOWN. 1
C1.2
- PROVIDE ACCESSIBLE STRIPING PER 1
C1.2



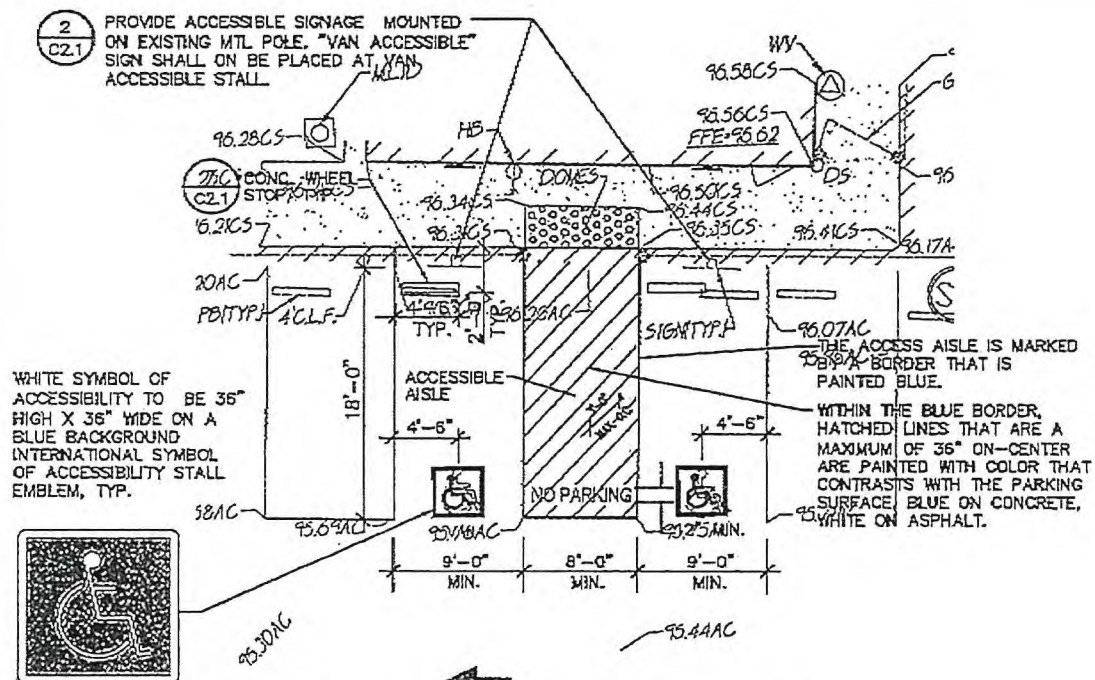
WCE
WARREN CONSULTING ENGINEERS, INC.
1117 WINDFIELD WAY, SUITE 110
EL DORADO HILLS, CA 95702 | (916) 945-1870



PROJECT:
PARKING LOT IMPROVEMENTS AT
CORDUA ELEMENTARY SCHOOL
2820 HIGHWAY 80
MARTINE, CA 95893

DRAWING TITLE:
GRADING AND PAVING PLAN

DATE:
3/6/2017
JOB #:
1645
SHEET #:
C11

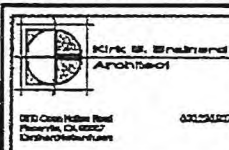


ACCESSIBLE PARKING

NO SCALE



WARREN CONSULTING ENGINEERS, INC.
1117 WINDFIELD WAY, SUITE 110
EL DORADO HILLS, CA 95762 | (916) 985-1870



PROJECT:
PARKING LOT IMPROVEMENTS AT
CORDUA ELEMENTARY SCHOOL

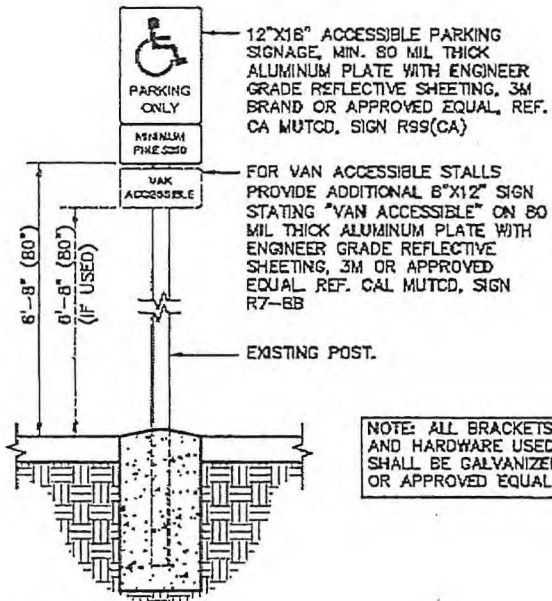
1530 HIGHWAY 20
MARTINEVILLE, CA 95032

DRAWING TITLE:
STRIKING PLAN

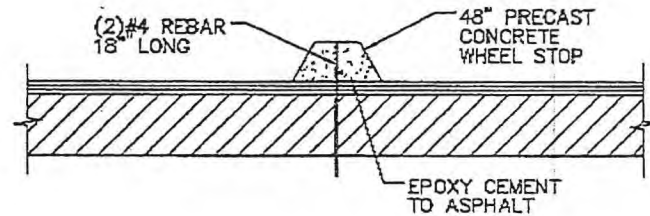
DATE:
3/6/2017
JOB #
1545

2-10-17 11:12

150



NOTE: ALL BRACKETS AND HARDWARE USED SHALL BE GALVANIZED OR APPROVED EQUAL.

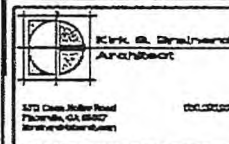


1 CONCRETE WHEEL STOP
C2.1 NO SCALE

2 PARKING SIGNAGE
C2.1 ACCESSIBLE STALLS (CALIFORNIA ONLY) NO SCALE



WCE
WARREN CONSULTING ENGINEERS, INC.
1117 WINDFELD WAY, SUITE 110
EL DORADO HILLS, CA 95762 | (916) 935-1670



PROJECT:
PARKING LOT IMPROVEMENTS AT
CORDUA ELEMENTARY SCHOOL
2000 MCMEYER RD
MARTINELE, CA 95001

DRAWING TITLE:
DETAILS

DATE:
3/6/2017
JOB #:
1845
PROJECT #:
C21

ASPHALT CONCRETE PAVING

Section 321200
1645; Cordua Parking

PART 1 - GENERAL**1.01 INCLUSION OF OTHER CONTRACT DOCUMENTS**

- A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 015000, Construction Facilities and Temporary Controls.

1.03 QUALITY ASSURANCE

- A. Use only new materials and products, unless existing materials or products are specifically shown otherwise on the Drawings to be salvaged and re-used.
- B. All materials, components, assemblies, workmanship and installation are to be observed by the Owner's Inspector of Record. Work not so inspected is subject to uncovering and replacement.
- C. The representatives of the Owner's testing lab will not act as supervisor of construction, nor will they direct construction operations. Neither the presence of the Owner's testing lab representatives nor the testing by the Owner's testing lab shall excuse the contractors or subcontractors for defects discovered in their work during or following completion of the project. Correcting inadequate compaction is the sole responsibility of the contractor.
- D. Contractor shall provide verification that asphalt mix temperature meets the requirements of this specification at time of application.
- E. Contractor shall be solely responsible for all subgrades built. Any repairs resulting from inadequate compaction is the responsibility of the contractor.
- F. Sieve analysis from testing laboratories identifying rock/sand percentages within the asphalt mix shall have a testing date within 90 days of contract signing.
- G. Sieve analysis from a testing laboratory identifying rock/sand percentages within the class 2 aggregate base rock shall have a testing date within 90 days of contract signing.

1.04 SUBMITTALS

- A. Refer to Section 013300.
- B. Manufacturer's Data: Submit list and complete descriptive data of all products proposed for use. Include manufacturer's specifications, published warranty or guarantee, installation instructions, and maintenance instructions.

ASPHALT CONCRETE PAVING

Section 321200
1645; Cordua Parking

1.05 WARRANTY

- A. Refer to General Conditions and Section 017836.

1.06 REFERENCES AND STANDARDS

- A. ANSI/ASTM D698-00 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb (2.49 Kg) Rammer and 12 inch (304.8 mm) Drop.
- B. ANSI/ASTM D1556-00 - Test Method for Density of Soil in Place by the Sand-Cone Method.
- C. ANSI/ASTM D1557-02 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54 Kg) Rammer and 18 inch (457 mm) Drop.
- D. ANSI/ASTM D 3017-05 Test Methods for Moisture Content of Soils and Soil-Aggregate Mixture by Nuclear Methods (Shallow Depth).
- E. ANSI/ASTM D 422-63 Test Method for Particle Size Analysis of Soil.
- F. ANSI/ASTM D 4318-05 Test Method for Liquid Limit, Plastic Limit, and Plasticity Limit.
- G. CALTRANS Standard Specifications.
- H. CAL-OSHA, Title 8, Section 1590 (e).
- I. Any work within the street, highway or right-of-way shall be performed in accordance with the requirement of the governmental agencies having jurisdiction, and shall not begin until all of those governing authorities have been notified.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Transport, store and handle in strict accord with the local jurisdiction.
- B. Make delivery to job when notified by Contractor verifying that the job is ready to receive the work of this Section and that arrangements have been made to properly store, handle and protect such materials and work.

1.08 PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Base Course: Do not lay base course on muddy subgrade, during wet weather, or when atmospheric temperature is below 40 degrees F.
 - 2. Asphalt Surfacing: Do not apply asphaltic surfacing on wet base, during wet weather, or when atmospheric temperature is below 50 degrees F.

1.09 EXISTING SITE CONDITIONS

ASPHALT CONCRETE PAVING**Section 321200****1645; Cordua Parking**

- A. Contractor shall acquaint himself with all site conditions. If unknown active utilities are encountered during work, notify Architect promptly for instructions. Failure to notify will make Contractor liable for damage to these utilities arising from Contractor's operations subsequent to discovery of such unknown active utilities.

1.10 PROTECTION

- A. Adequate protection measures shall be provided to protect workmen and passers-by on and off the site. Adjacent property shall be fully protected throughout the operations. Blasting will not be permitted. Prevent damage to adjoining improvements and properties both above and below grade. Restore such improvements to original condition should damage occur. Replace trees and shrubs outside building area disturbed by operations.
- B. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.
- C. Any construction review of the Contractor's performance conducted by the owner's representative is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.
- D. Surface Drainage: Provide for surface drainage during period of construction in manner to avoid creating nuisance to adjacent areas. The contractor shall make a reasonable effort on a daily basis to keep all excavations and the site free from water during entire progress of work, regardless of cause, source, or nature of water.
- E. Adjacent streets and sidewalks shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.
- F. The site and adjacent influenced areas shall be watered as required to suppress dust nuisance. Dust control measures shall be in accordance with the local jurisdiction.

1.11 SEASONAL LIMITS

- A. No fill material shall be placed, spread or rolled during unfavorable weather conditions. When work is interrupted by rains, fill operations shall not be resumed until field tests indicate that moisture content and density of fill are satisfactory.

1.12 TESTING

- A. General: Refer to Section 014000 – Quality Requirements.
- B. Geotechnical Engineer: Owner is retaining a Geotechnical Engineer to determine compliance of fill with Specifications, and to direct adjustments in fill operations. Costs of Geotechnical Engineer will be borne by Owner; except those costs incurred for re-tests or re-inspection will be paid by Owner and backcharged to Contractor.

ASPHALT CONCRETE PAVING

Section 321200
1645; Cordua Parking

PART 2 - PRODUCTS**2.01 MATERIALS**

- A. Sterilant: Soil sterilizer shall be CIBA GEIGY's Pramitol 25-E, Treflan EC or Thompson-Hayward Casoron.
 - 1. Soil sterilizer shall be applied in strict accordance with manufacturer's instructions.
- B. Base Course Aggregate: State Specifications, Section 26, Class 2 aggregate base (3/4" max.).
- C. Asphalt Binder: Steam-refined paving asphalt conforming to State Specifications, Section 92, viscosity grade PG 64-10. Asphalt binder additives for WMA per Caltrans approved list of manufacturer's.
- D. Liquid Asphalt Tack Coat: Per CALTRANS section 94.
- E. Surface Course Aggregate: Mineral aggregates for Type "B" asphalt concrete, conforming to State Specifications 39-2.02, Type B, 1/2" maximum, medium grading. 3/8" maximum grading at Playcourt.
- F. Seal Coat: shall be a pre-mixed asphalt emulsion blended with select fillers and fibers such as:
 - 1. "Park-Top No. 302", Western Colloid Products.
 - 2. "OverKote", Reed and Gram.
 - 3. "Drivewalk", Conoco Oil.
- G. Wood Headers and Stakes: Pressure treated.
- H. Pavement Marking: Colors as directed by Architect. Colors of painted traffic stripes and pavement markings must comply with ASTM D 6628.
 - 1. Waterborne traffic line - colors white, yellow and red, State specification PTWB-01R3.
 - 3. Waterborne traffic line for the international symbol of accessibility and other curb markings - blue, red and green, Federal specification TT-P-1952E.
- I. Precast Concrete Bumpers: 3000 psi at 28 day minimum strength; 48" length unless otherwise indicated; provide with steel dowel anchors and concrete epoxy.
- J. Pavement Epoxy: K-Lite; Ktepx-590; Ennis Epoxy HPS2 or an approved equal.
- K. Crack Filler;

ASPHALT CONCRETE PAVING**Section 321200****1645; Cordua Parking**

1. Cracks up to $\frac{1}{2}$ " : QPR model CAR08, 10oz asphalt crack filler; Star STA-FLEX Trowel Grade crack filler or approved equal.
 2. Cracks $\frac{1}{4}$ " – 1" : "Docal 1100 Viscolastic, distributed by Conoco, Inc., Elk Grove, CA, (916) 685-9253, or approved equal.
 2. Cracks greater than 1" : Hot Mix, Topeka.
- L. Reclaimed Asphalt Paugment (RAP). HMA Type A or Type B may be produced using RAP providing it does not exceed 15% of the aggregate blend.

2.02 MIXES

- A. General: Plant mixed conforming to State Specifications, Section 39, Type B, $\frac{1}{2}$ " maximum, medium grading. $\frac{3}{8}$ " maximum grading shall be used at hardcourt.
- B. Temperature of Hot Mix Asphalt: Not less than 275 degrees F nor more than 325 degrees F when added to aggregate.
- C. Temperature of Hot Mix Aggregate: Not less than 250 degrees F nor more than 325 degrees F when asphalt is added.
- D. Temperature of Hot Mix Asphalt Concrete: Asphalt shall be not less than 285 degrees at time of application, nor more than 350 degrees. Asphalt not meeting the required temperature shall not be used.
- E. Temperature of Warm Mix Asphalt: Mixing and placement; Per the approved manufactures heat range recommendations for mixing and placement.

PART 3 - EXECUTION**3.01 EXAMINATION OF CONDITIONS**

- A. Conditions of Work in Place: Subsurfaces which are to receive materials specified under this Section shall be carefully examined before beginning work hereunder, and any defects therein shall be reported, in writing, to the Architect. Work shall not be started until such defects have been corrected. Starting of work shall imply acceptance of conditions as they exist.

3.02 PREPARATION

- A. Sub-Grade: Clean, shape and compact to hard surface free from elevations or depressions exceeding 0.05' in 10' from true plan. Compact per Section 310000. Compaction and moisture content shall be verified immediately prior to placement of asphalt. Proof roll subbase in presence of geotechnical engineer prior to placement of aggregate base.

3.03 INSTALLATION

- A. Headers:

ASPHALT CONCRETE PAVING**Section 321200****1645; Cordua Parking**

1. General: Install as edging to asphalt paving, except where adjoining existing pavement, concrete curbs, walks or building.
2. Existing Headers: Remove existing headers where new paving will join existing. Saw cut existing asphalt to provide clean edge.
3. Lines and Levels: Install true to line and grade. Cut off tops of stakes 2-inches below top of header so they will not be visible on completion of job.

B. Asphalt Paving:

1. Base Course: Install in accord with State Specifications, Section 26. Compact to relative compaction of not less than 95%, ASTM D1557. The material shall be deposited on the subgrade in such a manner as to provide a uniform section of material within five percent tolerance of the predetermined required depth. Deposition will be by spreader box or bottom dump truck to prevent segregation of the material. The material so deposited on the subgrade shall have sufficient moisture which, in the opinion of the Architect is adequate to prevent excessive segregation. It shall then be immediately spread to its planned grade and cross section. Undue segregation of material, excessive drifting or spotting of material will not be permitted. If in the opinion of the site geotechnical engineer, the material is unsuitably segregated, it shall be removed or completely reworked to provide the desired uniformity of the material.
2. Sterilant: Apply specified material at manufacturer's recommended rate. Applicator of sterilant material shall be responsible for determining location of all planter areas. Apply specified material over entire base course area just prior to application of asphalt. Follow manufacturer's printed directions.
3. Liquid Asphalt Tack Coat: Apply as "tack coat" to all vertical surfaces of existing paving, curbs, walks, and construction joints in surfacing against which paving is to be placed.
4. Asphalt Concrete Surface Course:
 - a. Comply with State Specifications, 39-6 except as modified below.
 - 1) Final gradation shall be smooth, uniform and free of ruts, humps, depressions or irregularities, with a minimum density of 95% of the test maximum density determined by California Test Methods #304 and 375. Maximum variation 1/8 inch in 10' when measured with steel straightedge in any one direction. Test paved areas for proper drainage by applying water to cover area. Correct portions that do not drain properly by patching with plant mix. In no case shall accessible parking spaces or loading and unloading areas exceed 2% slope in any direction.
 - 2) Asphalt material shall be delivered to the project site in a covered condition to maintain acceptable temperature. Onsite inspector shall verify temperature of asphalt upon truck arrival to the site.

ASPHALT CONCRETE PAVING**Section 321200****1645; Cordua Parking**

5. Placement and adjustment of Frames, Covers, Boxes and Grates: The Contractor shall set and adjust to finish grade all proposed and existing frames, covers, boxes, and grates of all manholes, drop inlets, drain boxes, valves, cleanouts, electrical boxes and other appurtenant structures prior to placement of asphaltic concrete.
6. Water Testing: All paved areas shall be water tested, to check drainage, in the presence of the project inspector prior to placement of seal coat. The surface of asphalt paving shall not vary more than 1/8 inch above or below the grade established on the plans. If variations in grade are present, they will be corrected by overlaying paving and/or pavement removal and replacement as directed by the Architect.
7. Patching: Cut existing paving square and plumb at all edges to be joined by new paving. In trenches; grind existing asphalt on each side of trench 3" wide x 1/2 the depth of the section. Apply tack coat to vertical surfaces before installing new work. Warp carefully to flush surface, with seal over joints, and feather edge. Sawcut, remove and patch existing paving where cutting is necessary for installation of piping or conduits under Divisions 2, 15 and 16.

C. Seal Coat:

1. Seal coat shall be applied no sooner than 30 days from time of asphalt placement.
2. Surface Preparation: surface shall be clean of all dirt, sand, oil or grease. All cracks shall be filled to a level condition after curing. Make multiple fill applications until a level condition is achieved. Failure to do so will be the reason for rejection. Hose down entire area with a strong jet of water to remove all debris. Remove soft, loose, or otherwise damaged areas of asphalt concrete to full depth of damage and replace with compacted hot mix asphalt concrete as specified herein. Minor holes and imperfections may be patched using hot mix asphalt or mastic using sand/SS-1-H. Use wire brush for removal of oil and grease; prime with shellac or synthetic resin as recommended by manufacturer of pavement sealer material.
3. Seal Coat Seal Application: Thoroughly mix materials and apply in the presence of the onsite Inspector. Failure to do so will be cause for rejection. Apply in accordance with manufacturer's written instructions.
 - a. The minimum application rate for each applied coat shall be 30gals per 1000 sq. ft. Two coats of sealcoat will be required.
 - d. Clean-Up and Precautions: As recommended by pavement sealer material manufacturer.

D. Asphalt Concrete Overlay Paving:

1. Comply with State Specifications, 39-6 except as modified below.
2. Grind or remove existing asphalt concrete paving at limits of overlay paving to provide a minimum 1 1/2" overlay thickness. Limits of grinding or removal shall be field verified to insure that finished paving surface will have a one percent minimum slope.
3. Thoroughly clean surface to remove vegetation, dirt, sand, gravel and water from

ASPHALT CONCRETE PAVING**Section 321200****1645; Cordua Parking**

- surface and from cracks. Vegetation shall be treated 7 days prior to removal with an herbicide.
4. Cracks greater than 1 inch shall be filled with hot mix asphalt and rolled and compacted. Cracks less than one inch shall be filled with crack filler. Potholes shall be filled with hot-mix rolled and compacted. Contractor shall have Engineer approve crack and pothole repair prior to overlay. Provide leveling courses of hot mix asphalt as required to achieve finish grades shown on the drawings.
 - a. Cracks less than one inch in width shall be level after curing. Contractor shall make multiple filling applications as necessary to achieve a level condition.
 5. Place overlay when ambient air temperature is 40 degrees F. and rising, and when pavement is dry.
 6. An asphalt tack coat shall be applied to existing surface area at a rate of 0.20 gallons per square yard. Application width shall be width of fabric plus 2 to 6 inches.
 7. Place, spread and compact asphalt overlay to provide a minimum density of 95% of maximum theoretical unit weight as determined by California Test Method #304. Maximum variation 1/8" in 10' when measured with steel straight edge in any one direction. Test paved areas for proper drainage by applying water to cover area. Correct portions that do not drain properly by patching with plant mix. Minimum compacted overlay thickness 1 1/2 Inches.
- D. Pavement Marking: pavement markings shall be done only after the seal coat has thoroughly dried. Existing surfaces to be striped with traffic paint shall be cleaned of dust, dirt, grime, oil, rust or other contaminants which will impair the quality of work or interfere with proper bond of paint coats. Surfaces shall be thoroughly cleaned by whatever means necessary that will satisfactorily accomplish the purpose without damage to asphalt concrete. Provide measured layouts, temporary markings, templates, and other means necessary to provide required marking. Prepare and apply paint in accordance with manufacturer's instructions; paint shall be applied by spray and shall achieve complete coverage free from voids and thin spots. Where indicated on the Drawings, paint parking stall strips, lettering, arrows, accessible symbols, playfield markings, etc. on asphalt concrete paving. Paint strips shall be 4 inches wide (except otherwise indicated) and applied with two (2) coats of herein specified Traffic Line Paint; white (except as otherwise specified or indicated).
1. Paints shall be delivered to the site in unopened containers.
 - a. Paint shall not be diluted, or watered down.
 - b. Paint shall be applied in 10-12 wet mil thickness (4-6 mil dried). Each coat thickness shall be verified by the project inspector.
 2. International Accessible Symbol: Symbol shall be white figures on a blue background. Blue shall be equal to color No. 15090 in Fed. Std. 595c. Lines and symbols shall be

ASPHALT CONCRETE PAVING**Section 321200****1645; Cordua Parking**

accurately formed and true to line and form; lines shall be straight and uniform in width. Painted edges shall be clean cut and free from raggedness, and corners shall be cut sharp and square. Tolerances: Apply striping within a tolerance 1/2 inch in 50 feet. Apply markings and striping to widths indicated with a tolerance of 1/4 inch on straight sections and 1/2 inch on curved sections.

- E. Colors: As directed by Architect
- F. Precast Concrete Bumpers: Install in location where shown, using steel rebar dowels, and epoxy.

3.04 DEFECTIVE ASPHALT;

Defective asphalt is as described below.

- A. Exposed rock pockets on the finished surface that lack the # 8- #200 fines that is required per the sieve analysis.
- B. Asphalt not placed to the design grades.
- C. Asphalt that ponds water.
- D. Asphalt that was compacted below the minimum required temperature and is cracked.
- E. Asphalt that fails to meet the minimum compaction requirements.
- F. Asphalt that lacks the minimum thickness required per plan.
- G. New asphalt contaminated by a petroleum product, or spilled paint.
- H. Asphalt that has depressions, cracks, scored divits from dumpster wheels, heavy equipment use, heavy construction products,
- I. Asphalt placed on pumping, unstable sub-grades.

3.05 CLEANING

- A. Refer to Section 017400.
- B. Upon completion of work of this Section promptly remove from the working area all scraps, debris and surplus material of this Section.
- C. Clean excess material from surface of all concrete walks and utility structures.

Appendix A.

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No.: 02
Date of Project Authorization: 5/23/2017
ARCHITECT's Project No.: 17-_____

This Project Authorization is issued pursuant to the "Architectural Services Agreement- Master Agreement", dated April 28, 2015 by and between the Marysville Joint Unified School District and JK Architecture Partnership, Inc. dba. JK Architecture Engineering, Inc. (hereinafter referred to as the 'Agreement'), and is considered an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize JK Architecture Engineering, Inc. (hereinafter referred to as the 'ARCHITECT') to provide professional services on the following project:

1. PROJECT DESCRIPTION

1.1 Project: District-Wide Evacuation Maps

1.2 Location(s): 15 Elementary Schools, 1 Community Day School, 1 District Office, 3 Intermediate Schools, 3 High Schools

2. SCOPE OF WORK / BUDGET / SCHEDULE

2.1 Work Statement: JKAE will develop one site evacuation map for each campus and/or district facility. See attached Exhibit A (Architect's Letter of Authorization) for scope overview and exclusions to services. See attached Exhibit B as district-provided example of evacuation map. JKAE will match the graphic style of Exhibit B.

2.2 Initial Construction Budget: Does not apply.

2.3 Preliminary Schedule Milestones:

- Evacuation Maps: 3 months
- Schematic Design: NA
- Construction Documents: NA
- DSA/Agency Approval: NA
- Bid Support: NA
- Construction Administration: NA

3. ARCHITECT'S SERVICES & CONSULTANTS

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

NA Pre-Design
NA Site Analysis
NA Schematic Design
NA Design Development
NA Construction Documents

Marysville Joint Unified School DISTRICT
MJUSD District-Wide Evacuation Maps

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NA Bidding and/or Negotiation
NA Construction Administration
NA Post-Construction
☒ Other (Evacuation Maps)

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

No consultants anticipated or
included in this Project
Authorization

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

Theater Consultant: NA
Audio/Visual Consultant: NA
Acoustic Engineer/Designer: NA
Traffic Engineer: NA
Pool Consultant: NA
Energy Consultant: NA

4. ARCHITECT's COMPENSATION

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

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

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

Hourly Not to Exceed a Maximum Fee of:	\$28,750
Reimbursable Expenses:	\$1,430
TOTAL NOT-TO-EXCEED COMPENSATION	\$30,180

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

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

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

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

5.1 The ARCHITECT shall be paid additional fee for the

following services: None

5.2 _____
Special provisions for this
project include: None

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

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

Ryan DiGiulio, Assistant Superintendent of Business Services

Date: _____

JK Architecture Engineering, Inc.
11661 Blocker Drive, Suite 220
Auburn, CA 95603



Name: Chris Vicencio
CA Architecture License # C-26985
Title: Partner

Date: February 6, 2017

Marysville Joint Unified School DISTRICT
MJUSD District-Wide Evacuation Maps

Letter of Authorization to Proceed**Date:** November 2, 2016**Client:** Marysville Joint Unified School District**Project:** Campus Evacuation Maps**JKAE #:** TBD**Services Requested by: MJUSD****Services to be Provided:**

- JKAE to develop one site evacuation map for each campus & district facility. See attached Exhibit B as district-provided sample of evacuation map. JKAE shall match the graphics of Exhibit B.
- Areas of safe dispersal will be calculated based on district-provided student and staff occupancy numbers for each campus. JKAE will use this methodology to confirm that areas of safe dispersal are adequate for current student populations. Occupancy calculations for existing campuses will not be provided under this proposal.

Project Understanding:

- JKAE will provide a PDF file of each campus/district facility evacuation plan.

Campuses/District Facilities requiring one evacuation plan for each:

- 15 elementary schools
- 1 community day school
- 1 district office
- 3 intermediate schools
- 3 high schools

Total: 23 facilities**Hours & Fee: Hourly not to Exceed a maximum fee**

- Print Google Maps, scan district-provided PDF site plans, and organize directories...8 hours
- Site verification walks: 4 hours per Elementary School/district office/community day school (qty. 17) and 6 hours per Intermediate and High Schools (qty. 6)...104 hours
- Calculate Area of Safe Dispersal and trace/format new plans via AutoCad: 8 hours per Elementary School/district office/community day school (qty. 17) and 12 hours per Intermediate and High Schools (qty. 6)...208 hours
- Pick up district comments...8 hours
- Total Hours: 328 hours**
- **Hourly not to Exceed a maximum fee of \$28,750**
 - Based on BIM/CAD designer rate of \$90/hour. See attached 2016 Hourly Rate Schedule (Exhibit A).
 - Note that project will involve Principal level review but no Principal level time will be charged to this project as a courtesy to District.
 - Additional campuses or facility evacuation maps will be provided at not-to-exceed \$1250 per campus or district facility.

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Letter of Authorization to Proceed

Travel and Reimbursables:

- JKAE will not invoice MJUSD for any mileage and does not anticipate any reimbursables being required for this project. Should any reimbursables be requested by district, they would be invoiced to district at cost plus 10%.

Schedule:

- JKAE will deliver the site evacuation maps within 12 working weeks of written authorization to proceed.

Exclusions:

- The evacuation plans being provided under this proposal are for purposes of district posting of evacuation routes only. The plans will not be suitable as scaled base drawings for purposes of future campus renovations or expansions.
- No code analysis is included in this proposal. JKAE does not warrant that buildings or site meet code or that building or site exiting, areas of safe dispersal, fire vehicle access or paths of travel meet current building/accessibility code or local/state fire marshal requirements. JKAE will follow direction from school district on desired exit routes and designated evacuation areas.
- The level of detail of the plans will be diagrammatic in that windows will not be shown. For example, ancillary spaces and doors to ancillary spaces such as janitor's closets, storage rooms, etc. will not be shown. Evacuation paths from interior classrooms will be shown, and they will also be shown from assembly areas, office suites, and restrooms. However, toilet fixture layouts, casework layouts, and windows will not be shown. Walls will be drawn single line.
- District mentioned that future mapping of shut-off valves and future mapping/creation of A-1 diagrams may be requested of JKAE. These efforts will be performed under a separate professional services contract. JKAE does expect that base campus maps created for these projects will be able to be reused from the Evacuation Map project to create efficiencies on the future mapping projects.

This Letter of Authorization to Proceed confirms our agreement for services and constitutes an understanding of the work to be accomplished.

JK Architecture+Engineering

Acknowledged By:



Chris Vicencio, AIA, Partner

License #C26985

Signature

(Printed Name and Title)

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Letter of Authorization to Proceed**2016 Hourly Rate Schedule (Exhibit A)**

Updated November 2, 2016

Principal Architect Principal Engineer	\$190.00
Project Manager Studio Director [Architectural or Engineering]	\$170.00
Structural Engineer – SE	\$165.00
Senior Architectural Designer	\$165.00
Senior Architect	\$160.00
Senior Structural Engineer	\$149.00
Senior Civil Engineer	\$149.00
Project Engineer	\$141.00
Project Architect	\$135.00
Assistant Engineer	\$125.00
BIM Manager	\$125.00
Project Leader	\$115.00
BIM/CAD Designer	\$ 90.00
Engineering Technician	\$ 90.00
Office Manager	\$ 75.00
Clerical	\$ 65.00
Consultant Services	cost plus 10%
Reimbursable Expenses	cost plus 10%
Mileage (not applicable on this project)	\$0.54 per mile

Rates subject to change annually

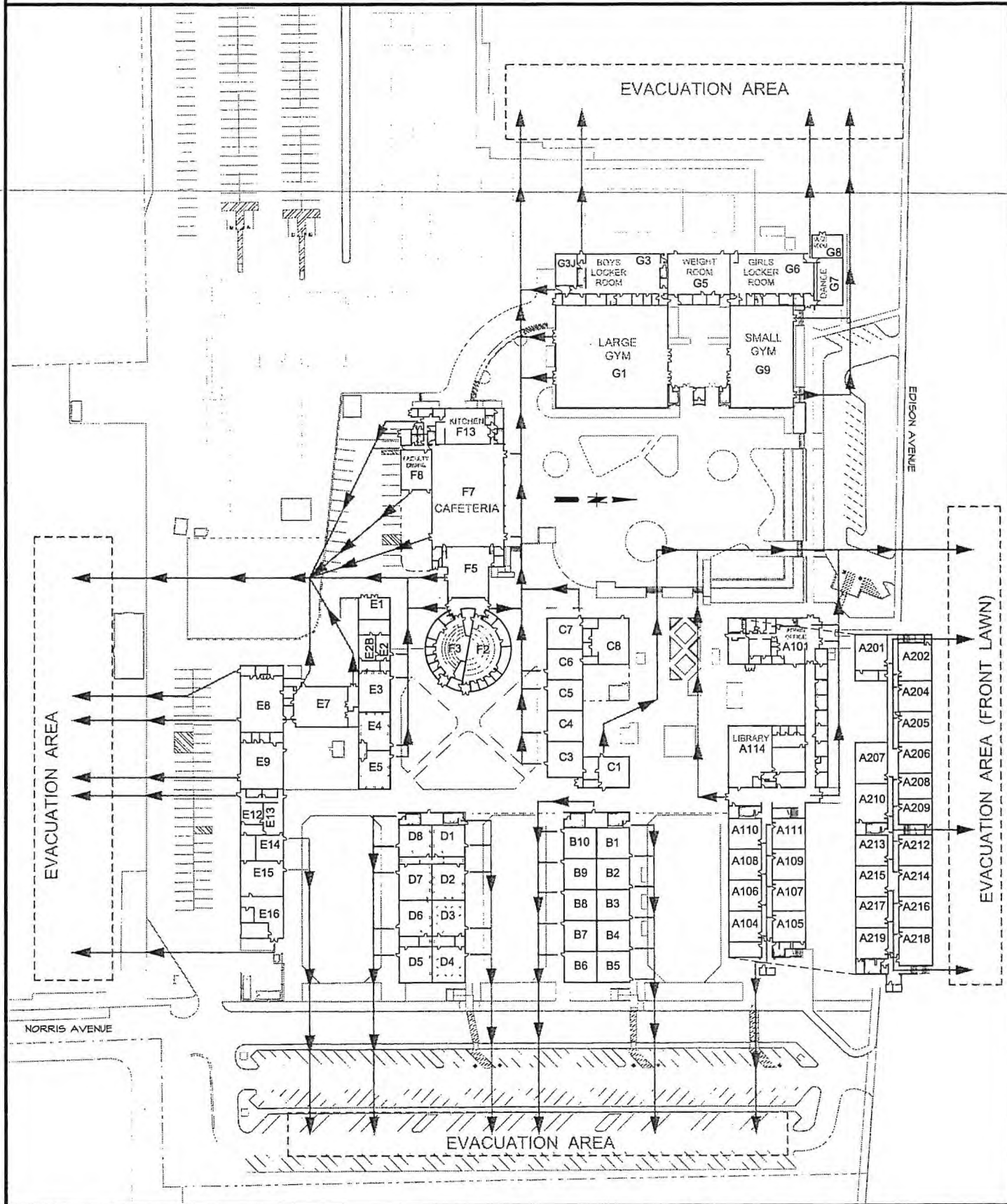
165

Mira Loma Evacuation Plan

Address: 4000 Edison Avenue
Sacramento CA 95821

School Number: 205

Initial Construction Completion Date: 1960
Total Sq. Ft. of Floor Space: 149,665
Acres: 40.3



APR 28 2017

RECEIVED



Ramiro Carreón
Assistant Superintendent
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
(530) 749-6144

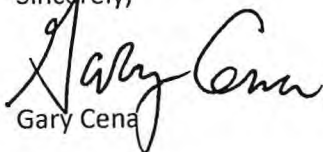
April 28, 2017

Dear Mr. Ramiro Carreón,

Please accept this letter as my formal request to participate in the Marysville Joint Unified School District's Early Retirement Incentive Program. My last day of employment will be Friday, June 30th. My retirement date will be Saturday, July 1st.

I am extremely grateful to our District and community for the abundance of blessings bestowed upon me over the past 50 years, providing me a plethora of opportunities to serve others, in a number of roles, over the past 30 years, and instilling a capacity to continue to serve in other contexts well into the future.

Sincerely,



Gary Cena

Danielle Soltis
21242 Oakwood Lane
Foresthill, California 95631
(518) 396-7464

MJUSD
Personnel Dept
MAY 01 2017
RECEIVED 

April 28, 2017

Ramiro Carreón
1919 B Street
Marysville, California 95901

Ramiro Carreón,

This letter is to inform you that I have regretfully decided to end my employment with Marysville Joint Unified School District effective 6/13/17. I plan to complete the school year and my duties at McKenney Intermediate before my departure. Immediately upon finishing the school year, I

Thank you for all that you have done to provide for me in this last year. I have not only gained knowledge and experience, but a passion for middle school students and the communities that form around them in support. You have without a doubt chosen a committed and trustworthy staff in which you entrust these young people. I have appreciated being a part of this year of growth.

Best,

 4/28/17

Danielle Soltis
Resigning as Counselor
McKenney Intermediate

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May 3, 2017

Ramiro Carreón
MJUSD
1919 B Street
Marysville CA 95901

MJUSD
Personnel Dept
MAY 02 2017
RECEIVED

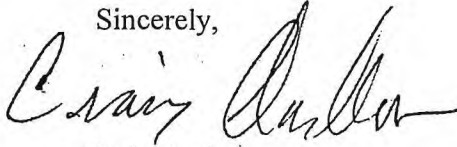
Dear Ramiro,

After 26 years of service to MJUSD, the time has come for me to retire. Please consider this letter formal notice of my intent to retire effective 07-07-2017. I would like to thank everyone for the support given to me over the years.

While I will surely enjoy the leisure time afforded by retirement, I will miss many of my colleagues whom have become good friends.

I would like to take advantage of the "Early Retirement Health Benefits Incentive".

Sincerely,


Craig Anders

cc: Kathy Cartwright



CONTRACT SERVICES AGREEMENT
South Lindhurst High School – Youth Development Network

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 5/23/2017 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Youth Development Network (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

I. ENGAGEMENT TERMS

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "**Work**." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.

1.2 TERM: This Agreement shall have a term of **2017-2018** commencing from **August 1, 2017 – June 8, 2018**.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is see **Exhibit A**. (hereinafter, the "**Approved Rate Schedule**").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **FOUR THOUSAND AND NO CENTS (\$4,000.00)** (hereinafter, the "**Not-to-Exceed Sum**"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR in increments as the work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within **THIRTY (30)** calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed

amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Representative, David Jones (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby, Youth Development Network to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.
- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise,

unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.

3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that its shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the

coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested. All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.
- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) DISTRICT's discovery

that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
 - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: Ownership; Permission – exclusion:

- 6.1 Youth Development Network (YDN) agrees that all work products developed and created specifically for Marysville Joint Unified School District including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible intellectual property produced in the performance of this Agreement, shall be the joint property of Marysville Joint Unified School District and YDN, YDN will retain file copies of said work products. YDN shall provide said work products to Marysville Joint Unified School District upon request. Youth Development Network maintains all ownership of materials and curriculum, not developed and created specifically for MJUSD that are the Intellectual Property of YDN, used to fulfill the performance of agreement commitment. All materials used in the performance of this Agreement, including, without limitation, all computer software materials and all printed/written materials, are either owned by or produced by YDN or that all required permissions and license agreements have been obtained and paid for by YDN; and (ii) Marysville Joint Unified School District is NOT authorized to use, reuse, publish or otherwise deal with materials and curriculum without the written permission of the Executive Director of YDN.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:
Youth Development Network
3222 Winona Way
North Highlands, CA 956560

Phone: 916-566-1652
Fax: 916-566-1653
Email: ydnetwork.org

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

Phone: 749-6114
Fax: 742-0573

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

6.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.9 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.

6.10 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.

6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

Exhibit A
Scope of Work

See Attached

- 6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.17 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.18 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.19 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.20 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.21 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.22 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:

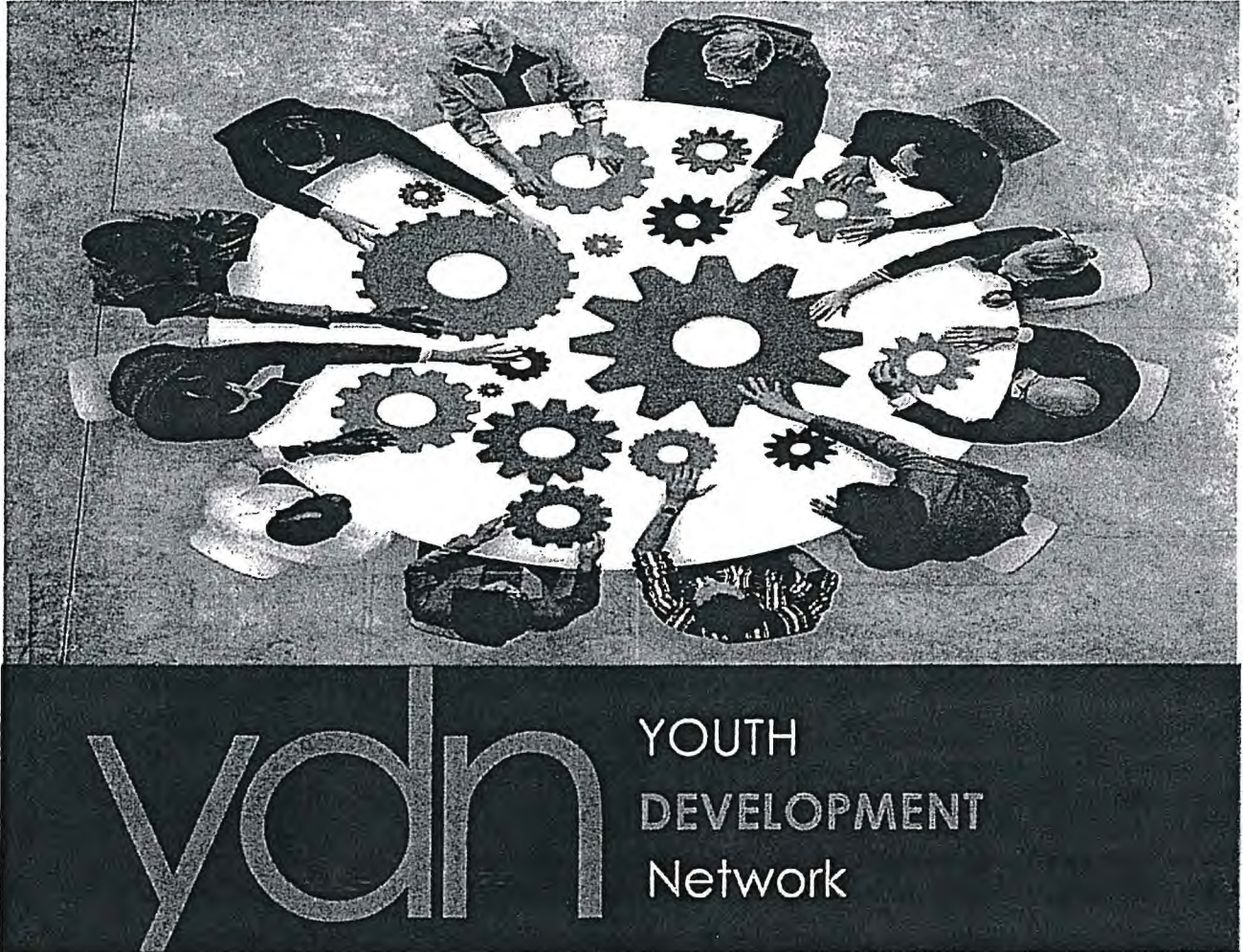
By: _____
Ryan DiGiulio
Assistant Superintendent of Business Services

Contractor

By: _____

Name: Adrian Ruiz

Title: Executive Director Youth Development Network



STRENGTHS DEVELOPMENT Scope of Work

Youth Development Network (YDN) is pleased to provide you with additional information to support your team in creating systemic change with regards to team development. YDN has supported individuals, businesses, community benefit organizations, schools, city, state and county departments to help them improve organizational climates. We believe that this work strengthens environments for all and sparks change in a substantial way because it focuses on approach.

We are honored to take this opportunity for Youth Development Network (YDN) to serve your team. We've included a description of the strengths-based series content, a list of expected outcomes, along with the costs associated with YDN facilitating interactive sessions around the topic of group dynamics and strengths.

South Lindhurst High School

| April 2017



YOUTH
DEVELOPMENT
Network

BUILDING DYNAMIC TEAMS

STRENGTHS-BASED INSTITUTE

The workshops that the YDN team has developed are created to help professionals and organizations improve their climates by incorporating a strength-based approach into how they operate. This training utilizes tools and methods developed by Gallup Inc. (the worlds leading authority in strength-based research) along with insights, training, and coaching from the Youth Development Network. Strengths development provides participants a powerful and interactive learning experience as a way to launch organizational change and leadership development.

The learning community forums are designed for participants to spend time learning about and becoming familiar with their personal talent themes through interactive sessions. In addition to developing strengths based teams within their organization, participants will discover the relevancy this knowledge has to every aspect of their lives. The strength-based approach is also proven to be a dynamic way of lifting staff engagement within systems as proven by Gallup Inc. research.


PRIOR TO THE WORKSHOP, PARTICIPANTS WILL:

- Discover their unique top 5 talent themes using an on-line, globally recognized, research-based instrument and platform developed by Donald Clifton of Gallup.
(A Strengths code -- a unique log-in code, is necessary for each participant of this workshop)

DURING THE WORKSHOP, PARTICIPANTS WILL:

- Gain a basic understanding of individual talent themes
- Learn why a focus on strengths matters
- Discover how individual talents and strengths can be used to strengthen an organization
- Begin to link their strengths to successes and see a connection between themes as they relate to past and present behaviors
- Recognize and value the natural talents and strengths in others
- Be aware of how natural talents and strengths can be interpreted by others
- Define difference of groups versus teams
- Work with others through a strengths lens
- Experience powerful peer coaching
- And create a plan to take the strengths development journey to the next level both personally and as a team

The specific activities and content will be dependent on length of session series.



"Hide not your talents. They for use were made. What's a sundial in the shade?" – Benjamin Franklin



WORKSHOP TRAINING SESSIONS

Quarter Day Training (2 hours content)	\$1,500*
Half day Training (3-4 hours content)	\$2,500*
Full day Training (6-7 hrs content)	\$4,000*
Two day Training (12-14 hrs content)	\$7,500*
Two hour follow-up sessions	\$1,500*
Youth Listening Circle – Focus Groups – Per session	\$2,500*

SERIES PACKAGES

Strengths Development Series I– 12 mo. Organizational Development Package ❖ Two (2) -- full day Strengths Based Academy, followed by— ❖ One (1) -- full-day specialized strengths based leadership training for organization leaders ❖ One (1) -- half day strategic planning session aimed at building a strengths-based team ❖ Four (4) -- 1-hour 1-1 virtual coaching/-strategizing session with executive leadership (value \$15,000)	\$12,000*
Strengths Development Series II– 9 mo. Team Package ❖ One (1) --- full day strengths development orientation followed by— ❖ One (1) -- half-day strengths development session ❖ Two (2) -- quarter-day strengths development mini-sessions (approx one per month or every other month with same team of participants) supported with ❖ Four (4) -- 1-hour 1-1 virtual/in-person coaching/-strategizing session with executive leadership (value \$11,000)	\$9,000*
Strengths Development Series Package III– 6 mo. Team Package ❖ One (1) --- half day strengths development orientation followed by— ❖ Three (3) -- quarter day strengths development mini-sessions (approx one per month or every other month with same team of participants) supported with ❖ Four (4) -- 1-hour 1-1 virtual/in-person coaching/-strategizing session with executive leadership (value \$8,000)	\$6,500*
Strengths Development Series IV -- 6 mo. Team Package ❖ One (1) -- half day strengths development orientation followed by -- ❖ Two (2) -- quarter day strengths development mini-sessions (approx one per month or every other month with same team of participants) supported with ❖ Four (4) -- 1-hour 1-1 virtual/in-person coaching/-strategizing session with executive leadership (Value \$6,500)	\$5,500*
Introduction to Strengths -- Team Package ❖ One (1) -- 1-hour one-on-one organizational strengths strategies virtual coaching session with executive leadership ❖ One (1) -- half day strengths development orientation ❖ One (1) -- 1-hour one-on-one organizational strengths next-steps virtual coaching session with executive leadership ❖ Opportunity to further invest in your team strengths development journey -- sign up for any one of the Strengths Development Series or Coaching packages within 5 days of completing the Introduction orientation and apply 25% (\$625) of fee to the package cost. (Value \$3,000)	\$2,500*

COACHING & TECHNICAL ASSISTANCE

6 hours of individual 1-1 coaching (1 hour conference call sessions over a 4-6 month period -- customized based on specific outcomes and objectives)	\$1,500*
6 hours of blended 1-1 executive level coaching and team level coaching (includes 1-2 hour blocks of blended on-site/virtual sessions over a 4-6 month period-- customized based on need and content -- specific outcomes and objectives)	\$3,000*
10 hours of blended 1-1 executive level coaching and team level coaching to support strengths development practices (1-2 hour blocks of blended on-site/virtual sessions over a 6-10 month period-- customized based on need & content -- specific outcomes & objectives)	\$5,000*

THE FINE PRINT

*Strengths Development Sessions -- requires all participants to take an online Gallup Strengths Assessment at an additional cost to proposed package fees (codes may be purchased through the YDN or directly from Gallup, Barnes and Noble or Amazon)
*All quotes provided assume that all costs and arrangements for food, facilitates, marketing, promotion and registration will be provided by the organization staff unless otherwise stated
This proposal capture the costs associated with local travel related expenses within 100 miles of the Sacramento – Yolo Region it does not include direct expenses associated with travel and overnight accommodations outside the radius. Any travel related expenses would be reimbursed by Organization based on actual expenses submitted for reimbursement following the event. Travel expenses may include, but are not limited to, transportation costs, airfare, rental car, cabs, shuttles, mileage, overnight accommodations, and travel meals.
Specific training content, activities and depth of engagement may vary dependent on the duration of session(s)
Proposed pricing is valid thru February 15, 2017
Payment Terms: 2017 services -- payable in installments within 30 days of each scheduled sessions completion date (2017 pricing chart)

SERIES PACKAGE

Strengths Development Series Package III– 6 mo. Team Package – 2017-2018 School Year		
<ul style="list-style-type: none"> ❖ One (1) --- half day strengths development orientation followed by— ❖ Three (3) – 2-hour strengths development mini-sessions (approx one per month or every other month with same team of participants) supported with ❖ Four (4) – 1-hour 1-1 virtual/in-person coaching/-strategizing session with executive leadership <p style="text-align: right;">Current Partnership Early Booking Discount offer (value \$8,000)</p>	\$4,000*	
Strengthsquest online access code are available via YDN at an additional cost of - @ \$12.50 each		
<p>Tentative Timeline:</p> <p>August 2017 – 4 hour session</p> <p>September 2017 – March 2018 – Three (3) 2-hour session every other month with staff during Friday Articulation Meetings.</p> <p>Specific Date and times TBD</p>		

THE FINE PRINT

*Strengths Development Sessions -- requires all participants to take an online Gallup Strengths Assessment at an additional cost to proposed package fees (codes may be purchased through the YDN or directly from Gallup, Barnes and Noble or Amazon)
*All quotes provided assume that all costs and arrangements for food, facilitates, marketing, promotion and registration will be provided by the organization staff unless otherwise stated
This proposal capture the costs associated with local travel related expenses within the Sacramento – Yolo Region it does not include direct expenses associated with travel and overnight accommodations outside the region. Any travel related expenses would be reimbursed by Organization based on actual expenses submitted for reimbursement following the event. Travel expenses may include, but are not limited to, transportation costs, airfare, rental car, cabs, shuttles, mileage, overnight accommodations, and travel meals.
Specific training content, activities and depth of engagement may vary dependent on the duration of session(s) Proposed pricing is valid through June 30, 2017
Payment Terms: 2017-2018 services – payable in installments within 30 days of each scheduled sessions completion date (2017 pricing chart)



CERTIFICATE OF LIABILITY INSURANCE

YOUTH-1

OP ID: RG

DATE (MM/DD/YYYY)

05/02/2017

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
Diablo Valley Insurance Agency
801 Ygnacio Valley Rd, Ste 100
Walnut Creek, CA 94596
Jay Marie Garcia

CONTACT NAME: Ron Garcia

PHONE (A/C, No, Ext): 925-210-1717

FAX (A/C, No): 925-210-1818

E-MAIL ADDRESS: ron@diablovalleyinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Nonprofits' Ins Alliance AVIII

NIAC

INSURER B: Markel Insurance Company AXV

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Youth Development Network
3222 Winona Way, Bay A
North Highlands
95660

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	2017-24637NPO	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2017-24637NPO	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NE) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	MWC0000179-07	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	employ dishonesty		201724637PROP	01/01/2017	01/01/2018	limit 25,000
A	Imp sexual conduct		201724637NPO	01/01/2017	01/01/2018	aggregate 1,000,000

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

Additional insured: Marysville Joint Unified School District, its elected or appointed officials, officers, employees, agents or volunteers as respects to insured's contract per form CG20260413 and NIACE611215 attached.
Evidencing workers compensation.

CERTIFICATE HOLDER

CANCELLATION

MARYSVI

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

185

Ron Garcia

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

- B. With respect to the Insurance afforded to these additional insured(s), the following additional exclusions apply.

This Insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. The following is added to **SECTION III – LIMITS OF INSURANCE**:

The limits of Insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D. With respect to the Insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this Insurance be primary. If other Insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this Insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional Insured(s) has been added as an additional Insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This Insurance is excess over:

1. Any of the other Insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is Insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.
 - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional Insured(s) has been added as an additional insured by that other Insurance.

- (1) When this Insurance is excess, we will have no duty under Coverages A or B to defend the additional Insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional Insured(s)' rights against all those other insurers.
- (2) When this Insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional Insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other Insurance available to the additional Insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**MEMORANDUM OF UNDERSTANDING –
PEDESTRIAN CROSSING AT E. 18TH STREET AND RAMIREZ STREET**

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (hereinafter “DISTRICT”), and the CITY OF MARYSVILLE (hereinafter “CITY”).

I. PURPOSE

DISTRICT operates an existing Marysville High School, located at 12 E 18th Street in Marysville, CA. The campus occupies two blocks with E.18th Street in between the two blocks and the westernmost border being Ramirez. **SEE ATTACHMENT A: SITE PLAN**

The purpose of this (MOU) is to establish a formal relationship between the DISTRICT and the CITY relating to CITY’s installation of a pedestrian crosswalk with retroreflective markers at the north crosswalk of the intersection of E.18th and Ramirez Streets.

The parties mutually agree as follows:

II. TERM OF MEMORANDUM OF UNDERSTANDING

The term of the MOU shall commence **May 23, 2017** and shall run until construction of the pedestrian crossing is completed.

III. OBLIGATION OF PARTIES

A. CITY shall cooperatively provide and/or perform at their expense the following activities in conjunction with DISTRICT herein:

1. Construct a crosswalk consisting of yellow thermoplastic crosswalk striping, two-way yellow retroreflective markers and two-push button mechanisms for operation of the retroreflective markers along with accompanying poles and signs. **SEE ATTACHMENT A: SITE PLAN.** DISTRICT acknowledges the CITY crosswalk improvements are the sole property of the CITY and will be insured by the CITY accordingly.
2. Register the project with the Department of Industrial Relations (DIR) by filing a PWC-100 form within 5 days of the award of any work on the project. Only contractors and subcontractors verified to be registered with DIR will be contracted to perform work.
3. Coordinate required site improvements to install pedestrian crosswalk with retroreflective markers with DISTRICT.
4. Establish and maintain a clean and safe site at all times.
5. Provide all necessary equipment.
6. Ensure FBI and DOJ fingerprinting requirements on their contractors and subcontractors in accordance with Education Code Section 45125 and Section 45125.1(d).

MOU – City of Marysville – Marysville Joint Unified School District, Pedestrian Crosswalk – E. 18th and Ramirez Streets

7. Be responsible for the conduct and character of the CITY staff and consultants, contractors, suppliers, equipment operators and any other persons connected with the scope of work under this MOU under CITY's direct supervision and/or contracting.
 8. Incur any and all costs and/or make arrangements for all expenses related to the alteration and improvements to the site to include, but not necessarily limited to, engineering, architectural drawings, permits and fees.
 9. Keep records of all costs incurred (purchase orders, invoices, and any additional necessary documentation) that are directly related to the project.
-
10. Provide said records to the DISTRICT along with an invoice from the CITY for actual costs incurred.
 11. Reimburse the DISTRICT one-half the actual costs for the construction of the pedestrian crosswalk (estimated to be \$27,000) by July 31, 2018.

B. DISTRICT shall provide and/or perform the following activities in conjunction with CITY herein:

1. Provide payment (within 45 days) of all actual construction costs for construction of the pedestrian crosswalk (estimated to be \$27,000) upon presentation by the CITY of an invoice and all necessary records verifying receipt of services (see A.11. above).

IV. OPERATIONS AFTER CONSTRUCTION

After completion of construction, the CITY shall maintain and keep in good repair the crosswalk at E.18th and Ramirez Streets as well as the push button mechanism used to operate the retroreflective markers and the poles and signs at said crosswalk.

Should the crosswalk, push button mechanism, retroreflective marks, poles and/or signs get vandalized or if they malfunction, the CITY shall be responsible for making the necessary repairs before District is considered in breach of their obligations under the MOU. Reasonable timeframe depends on the costs and severity of the needed repairs and or replacements.

V. ASSURANCE

All parties to this (MOU) shall endeavor to provide cooperative supplementary coordination and support in accordance with the terms and conditions herein.

VI. RELATIONSHIP OF PARTIES

This (MOU) is a cooperative agreement between a School District and Municipal City entities with separate governing bodies and is not intended to and shall not be construed to create the relationship of agent, servant or employer-employee between the parties.

VII. INDEMINIFICATION

Each party agrees to indemnify and hold harmless the other party, its agents, officials, officers and employees from and against any and all actions, claims, damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature,

MOU – City of Marysville – Marysville Joint Unified School District, Pedestrian Crosswalk – E. 18th and Ramirez Streets

including legal costs and attorneys' fees, whether or not suit is actually filed, and any judgments rendered against the other party and/or its agents, officials, officers, or employees that may be asserted or claimed by any person, firm or entity arising out of or in connection with each party's individual performance or the performance of its agents, officials, officers, or employees, including any acts, errors, or omissions of the party, its agents, officials, officers or employees.

VIII. AMENDMENTS

This (MOU) may be amended in writing at any time by mutual agreement of all parties.

IX. TERMINATION OF THE MEMORANDUM OF UNDERSTANDING

In the consideration of the expense to install and upgrade the current crosswalk at E.18th and Ramirez Streets under this agreement, both parties acknowledge the intent of this (MOU) is to foster a long-term agreement for the CITY's operation of the crosswalk. As such, this MOU shall run in perpetuity unless terminated by one of the parties.

To terminate by convenience, either party must submit, in writing, notice of intent to terminate no sooner than 5 years after the improvements are constructed and the Notice of Completion (NOC) is approved by the Board of Trustees of the Marysville Joint Unified School District and by the City Council of the City of Marysville (if they so desire). Due to school operational difficulties, the terminate date must fall when school is in between school years (i.e., summer).

X. ATTORNEYS FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this MOU, the prevailing party in such proceeding or legal action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

XI. NOTICES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this MOU, the prevailing party in such proceeding or legal action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

Any notice required or intended to be given to either party under the terms of this MOU shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, return receipt requested, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth in Section 1 of this MOU or at such other address as the parties may from time to time designate by written notice.

XII. BINDING

Subject to Section 13 below, once this MOU is signed by the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

XIII. ASSIGNMENT

There shall be no assignment by either party of its rights or obligations under this MOU without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.

XIV. WAIVER

The waiver by either party of a breach by the other of any provisions of this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this MOU. No provisions of this MOU may be waived unless in writing and approved by and signed by all parties to this MOU. Waiver of any one provision herein shall not be deemed to be a waiver of any provision herein.

XV. GOVERNING LAW AND VENUE

This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this MOU and any rights and duties hereunder shall be Yuba County, California.

XVI. HEADINGS

The section headings in this MOU are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this MOU.

XVII. SEVERABILITY

The provisions of this MOU are severable. The invalidity or unenforceability of any one provision in the MOU shall not affect the other provisions.

XVIII. INTERPRETATION

The parties acknowledge that this MOU in its final form is the result of the combined efforts of the parties and that, should any provision of this MOU be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this MOU in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

XIX. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

XX. NO THIRD PARTY BENEFICIARIES

The rights, interests, duties and obligations defined within this MOU are intended for the specific parties hereto as identified in the preamble of this MOU. Notwithstanding anything stated to the contrary in this MOU, it is not intended that any rights or interests in this MOU benefit or flow to the interest of any third parties.

MOU – City of Marysville – Marysville Joint Unified School District, Pedestrian Crosswalk – E. 18th and Ramirez Streets

XXI. CONTACT PERSONS

CITY:

City of Marysville
526 C Street
Marysville, CA 95901
530-749-3902

City Services Director: Denis Cook

DISTRICT:

MJUSD
1919 B Street
Marysville, CA 95901
530-749-6115

District Assistant Superintendent: Ryan DiGiulio

XXII. ENTIRE AGREEMENT

It is mutually understood and agreed that the forgoing constitutes the entire MOU between the parties. Any modifications or amendments to this MOU must be in writing signed by and authorized agent of each party.

IN WITNESS WHEREOF, parties below mutually agree to the terms and conditions as stated herein effective the date of their signatures.

Walter Munchheimer
City Manager
City of Marysville

Date

Gay Todd
Superintendent
Marysville Joint Unified School District

Date

Attachments:

ATTACHMENT A: SITE PLAN

MOU – City of Marysville – Marysville Joint Unified School District, Pedestrian Crosswalk – E. 18th and Ramirez Streets

ATTACHMENT A: SITE PLAN

See attached site plan. Work under this agreement only applies to crosswalk improvements at E.18th and Ramirez Streets.

SHEET INDEX

SHEET NO:	DESCRIPTION
C01	GENERAL NOTES, LEGEND, AND VICINITY MAP
C02	11TH & E STREET
C03	E. 18TH & RAMIREZ STREET
C04	CONSTRUCTION DETAILS - MARYSVILLE / MISCELLANEOUS

GENERAL NOTES:

- CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE STATE CONSTRUCTION SAFETY ORDERS.
- CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR PUBLIC WORKS, AMBULANCE, POLICE, AND FIRE DEPARTMENTS.
- ALL EXISTING ELEVATIONS ARE AS MEASURED IN THE FIELD UNLESS OTHERWISE NOTED.
- HOURS OF GRADING OPERATION SHALL BE FROM 7:00 A.M. TO 5:00 P.M. DAILY WITH EXCEPTION OF NO WORK ON SUNDAY. NO WORK OF ANY KIND, INCLUDING MOVEMENT OF EQUIPMENT ON OR OFF THE SITE OR WARMING UP OF EQUIPMENT IS PERMITTED OUTSIDE OF THESE HOURS OF OPERATION.
- ALL EXISTING UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE COMPLETE SATISFACTION OF THE LOCAL AGENCY'S ENGINEER AT THE CONTRACTOR'S EXPENSE.
- WHERE AN EXCAVATION FOR A TRENCH AND/OR STRUCTURE IS FIVE FEET DEEP OR MORE, THE CONTRACTOR SHALL CONFORM TO O.S.H.A. REQUIREMENTS AND SHALL PROVIDE A COPY OF THE APPROVED O.S.H.A. PERMIT AND SHORING DETAILS AND CALCULATIONS PREPARED BY A CALIFORNIA-LICENSED STRUCTURAL ENGINEER TO THE CITY ENGINEER.

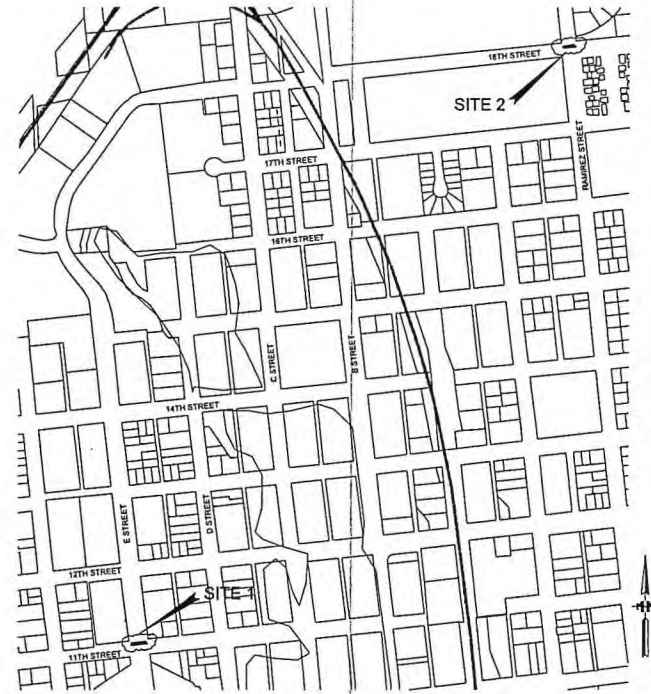
811
CALL BEFORE YOU DIG
2 WORKING DAYS CALL
"USA" TOLL FREE
1-800-227-2600



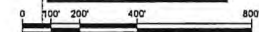
UNDERGROUND SERVICE ALERT
THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES TWO (2) WORKING DAYS PRIOR TO GRADING OR DIGGING

LEGEND

	EXISTING	PROPOSED
SURVEY MONUMENT/BENCHMARK	▲	▲
UTILITY POLE	○	○
STREET LIGHT	⊙	⊙
GUY WIRE AND ANCHOR	—X—	—X—
CONSTRUCTION CENTERLINE	—+—	—+—
CENTERLINE ROAD	—+—	—+—
TOP OF EMBANKMENT	—+—	—+—
TOE OF EMBANKMENT	—+—	—+—
STORM DRAIN	—S—	—S—
SANITARY SEWER	—SS—	—SS—
WATER MAIN	—W—	—W—
GAS MAIN	—G—	—G—
FENCE (CHAIN LINK)	—X—	—X—
FENCE (WROUGHT IRON)	—W—	—W—
SLOPE	—S—	—S—
SPOT ELEVATION	—E—	—E—
CONTOUR LINE	—C—	—C—
ASSESSOR'S PARCEL NO.	—A—	—A—
PROPERTY LINE	—P—	—P—
TREE	—T—	—T—
BUILDING	—B—	—B—
TEST PIT LOCATION	—TP—	—TP—
IRRIGATION CONTROLLER	—IC—	—IC—
OVERHEAD UTILITY LINE	—O—	—O—
UNDERGROUND UTILITY LINE	—U—	—U—
TRANSMISSION LINE TOWER	—T—	—T—
DITCH FLOWLINE	—D—	—D—
WATER SERVICE	—WS—	—WS—
SEWER SERVICE	—SS—	—SS—
POSTAL CBU	—PC—	—PC—
FIRE HYDRANT	—FH—	—FH—
MANHOLE	—M—	—M—
DRAINAGE INLET	—DI—	—DI—
HANDICAP RAMP	—HR—	—HR—



VICINITY MAP



PREPARED BY:

MHM INCORPORATED
JOHN MALLEN, PE
R.C.E.# 62315 EXP. 09-30-17

DATE

- ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CITY OF MARYSVILLE TECHNICAL SPECIFICATIONS AND/OR THE 2015 CALTRANS STANDARD SPECIFICATIONS AND PLANS AND ALL RECOMMENDED MANUFACTURER'S SPECIFICATIONS. THE CONTRACTOR SHALL OBTAIN AND USE ALL APPLICABLE ADDENDUMS. CONSTRUCTION LAYOUT SHALL CONFORM TO THE DIMENSIONS SHOWN ON THE SITE PLAN SHEET C3.
- UTILITY RELOCATION REQUIRED FOR THE CONSTRUCTION OF THESE FACILITIES WILL BE PERFORMED BY THE UTILITY COMPANY, UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR FURNISHING, INSTALLING AND MAINTAINING ALL WARNING SIGNS AND DEVICES NECESSARY TO SAFEGUARD THE GENERAL PUBLIC AND THE WORK AND PROVIDE FOR THE PROPER AND SAFE ROUTING OF VEHICULAR AND PEDESTRIAN TRAFFIC DURING THE PERFORMANCE OF THE WORK.
- PRIOR TO THE START OF WORK THE CONTRACTOR SHALL HAVE APPROVED PLANS IN HIS POSSESSION AND SHALL GIVE YCOE 48 HOURS NOTICE PRIOR TO COMMENCING WORK.
- THE CONTRACTOR SHALL CONSTRUCT ALL IMPROVEMENTS TO THE LINES AND GRADES SHOWN ON THE PLANS. ANY DEVIATION FROM THE PLANS SHALL REQUIRE THE APPROVAL OF YCOE.
- AN ENCROACHMENT PERMIT MUST BE OBTAINED FOR ALL WORK WITHIN THE STREET RIGHT-OF-WAY AND MUST BE IN THE POSSESSION OF THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTACT THE CITY OF MARYSVILLE FOR PERMIT.
- NO GUARANTEE IS IMPLIED AS TO THE EXISTING UTILITIES EXACT LOCATION OR THAT OTHER UTILITIES MAY EXIST WHICH ARE NOT SHOWN.
- EXISTING WELLS TO BE ABANDONED SHALL BE ABANDONED IN ACCORDANCE WITH AND PERMITTED BY YUBA COUNTY ENVIRONMENTAL HEALTH DEPARTMENT.

REVISIONS

△	
△	
△	
△	



CONSULTANT:

CITY OF MARYSVILLE
SCHOOL SAFETY CROSSINGS
GENERAL NOTES, LEGEND, AND
VICINITY MAP

DATE:
4-28-17

SCALE:

DRAWN BY:
J. MALLEN

JOB NO.:
17-634

SHEET NO.:
GENERAL NOTES, LEGEND, AND
VICINITY MAP

C01



NOTES:

RRFB - DOUBLE-SIDED RECTANGULAR RAPID FLASH BEACON WITH SOLAR POWER AND WIRELESS TECHNOLOGY. WHEN ACTIVATED, THE 7" X 3" SAE J595 CERTIFIED LED ARRAYS FLASH AN FHWA SPECIFIED, ALTERNATING 'WIG-WAG' PATTERN. SIDE-MOUNTED LED ARRAYS FLASH CONCURRENTLY TO ADVISE PEDESTRIANS THAT THE UNITS ARE FLASHING.

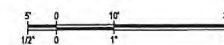


REVISIONS	
△	West Parking Mod
△	
△	
△	
	
	
	
CONSULTANT:	
CITY OF MARYSVILLE	
SCHOOL SAFETY CROSSINGS	
11TH & E STREET	
PEDESTRIAN CROSSING	
DATE:	4-28-17
SCALE:	
DRAWN BY:	J. MALLEN
JOB NO.:	17-634
SHEET NO.:	LAYOUT & PAVEMENT DELINEATION
C02	



NOTES:

RRFB - DOUBLE-SIDED RECTANGULAR RAPID FLASH BEACON WITH SOLAR POWER AND WIRELESS TECHNOLOGY. WHEN ACTIVATED, THE 7" X 3" SAEJ595 CERTIFIED LED ARRAYS FLASH AN FHWA SPECIFIED, ALTERNATING "WIG-WAG" PATTERN. SIDE-MOUNTED LED ARRAYS FLASH CONCURRENTLY TO ADVISE PEDESTRIANS THAT THE UNITS ARE FLASHING.

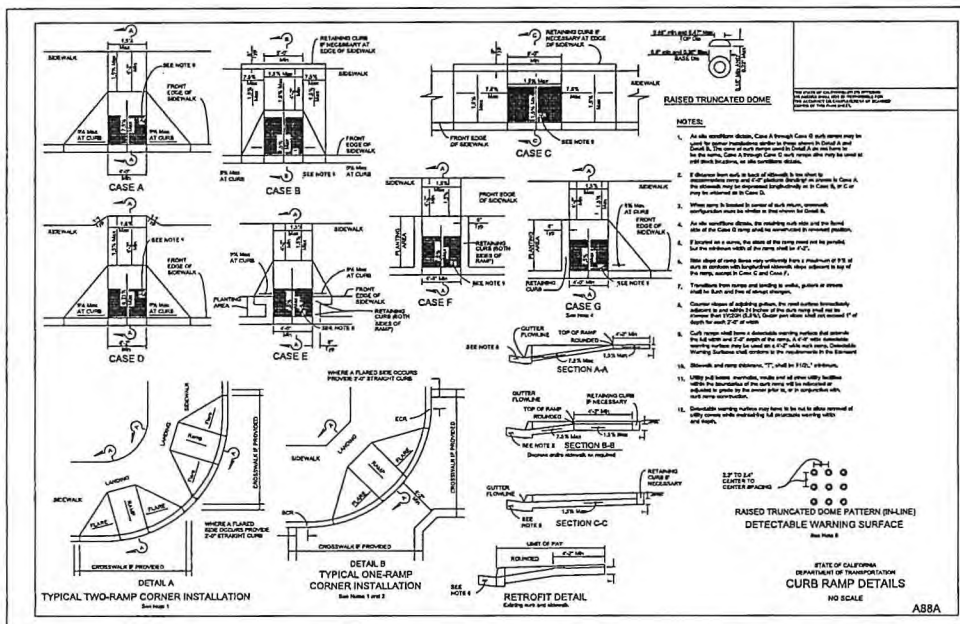


REVISIONS	
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CONSULTANT:	
CITY OF MARYSVILLE	
SCHOOL SAFETY CROSSINGS	
RAMIREZ & E 18TH STREET	
PEDESTRIAN CROSSING	
DATE:	4-28-17
SCALE:	
DRAWN BY:	J.MALLEN
JOB NO.:	17-034
SHEET NO.:	GRADING, DRAINAGE, AND ENGINEERED PLAN
C03	

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DEPARTMENT OF CITY SERVICES STANDARD DETAIL 111 Curb & Gutter	DEPARTMENT OF CITY SERVICES STANDARD DETAIL 112 Sidewalk Curb & Gutter	DEPARTMENT OF CITY SERVICES STANDARD DETAIL 113 Light Pole Foundation	DEPARTMENT OF CITY SERVICES STANDARD DETAIL 114 Street Signs

261



REVISIONS △ △ △ △	 	 CONSULTANT:	CITY OF MARYSVILLE SCHOOL SAFETY CROSSINGS CONSTRUCTION DETAILS	DATE: 4-26-17 SCALE: DRAWN BY: J. MALLIN JOB NO.: 17-634 SHEET NO.: CONSTRUCTION DETAILS - MARYSVILLE / MISCELLANEOUS C05
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**AMENDMENT TO:
YESCA FACILITIES MEMORANDUM OF UNDERSTANDING
BETWEEN MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND THE YUBA ENVIRONMENTAL SCIENCE CHARTER ACADEMY
-2016-17 SCHOOL YEAR-**

This Amendment to the YESCA Facilities Memorandum of Understanding ("MOU") is entered to into on May 23, 2017 by and between the Marysville Joint Unified School District ("District"), and Yuba Environmental Science Charter Academy ("YESCA"), and, retroactive to October 27, 2016, amends III.A. to now read:

Monetary reimbursement for Custodial and/or Maintenance work to be performed solely at 9841 Texas Hill Rd, Oregon House, California. The reimbursement shall be for a not-to-exceed amount of \$20,000 (prorated for the duration of the 12-Month fiscal year for which the Custodial and/or Maintenance work is performed). The District will only reimburse for actual payments made by YESCA for the Custodial and/or Maintenance work. Reimbursement payments shall occur by June 30, 2017 for expenses incurred per the terms of this agreement from the release of the District's custodial staff in October until April 30, 2017 and by July 31, 2017 for expenses incurred per the terms of this agreement from May 1, 2017 through June 30, 2017. Payment is contingent upon YESCA presenting the District with proof of services received and payment made for the Custodial and/or Maintenance work.

AGREED:

Dated: _____

Dr. Gay Todd
Superintendent
MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT

Dated: 5/2/17



Jackie Stanfill
President, Council of Directors
YUBA ENVIRONMENTAL SCIENCE
CHARTER ACADEMY

Business Services Department
Approval: RL
Date: 5/1/17

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Marysville Charter Academy for the Arts

Marysville Joint Unified School District

Tim Malone, Principal

A California Distinguished School



MARYSVILLE CHARTER ACADEMY FOR THE ARTS

Amendment to Contract for John Pimentel

Both parties agree that the not-to-exceed amount for the contract dated 8/16/16 shall be increased from \$12,000.00 to \$15,000.00. John Pimentel will provide additional hours at Marysville Charter Academy for the Arts beyond what was Board approved on September 13, 2016. Both parties agree that the not-to-exceed amount shall be increased from \$12,000.00 to \$15,000.00.

Contractor Name John M. Pimentel

Contractor Signature John M. Pimentel

Authorized Signature Tim Malone

Date: 5-5-17

District Acceptance [Signature] 5/5/17

(Ryan DiGiulio, Assistant Superintendent of Business Services)

Business Services Department

Approval: [Signature]

Date: 5/5/17

200

TENTATIVE AGREEMENT
Between
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
And the
MARYSVILLE UNIFIED TEACHERS ASSOCIATION

The Marysville Joint Unified School District ("District") and Marysville Unified Teachers Association ("MUTA" or "Association") are parties to a collective bargaining agreement ("CBA") which expires on June 30, 2018. The parties reached a tentative agreement on April 20, 2017, incorporating the following:

1. Local Control Funding Formula

- a. Pursuant to the Local Control Funding Formula (LCFF), school districts receive supplemental and concentration grants ("SCG") based upon the percentage of disadvantaged students in that district.
- b. Districts are required to show that this funding is used to increase and improve services for those disadvantaged students.
- c. In this District, the total percentage of disadvantaged students is 81.66%. As a result, a large amount of the District's increase in revenue for the 2016/2017 school year is a result of these grants.

2. Services for Disadvantaged Students

Pursuant to the LCFF, the parties acknowledge and agree that the following services are in place for the District's disadvantaged students for the 2016/2017 year: focused collaboration time, intervention and tutoring.

3. For the 2016/2017 School Year

The parties agreed to a total compensation package that reflects a five point zero percent (5.0%) increase to the salary schedule. MUTA elects to take the 5.0% total compensation and apply it in the following ways:

a. Salary

Effective July 1, 2016, each cell of the certificated teacher salary schedule shall be improved by three point four seven percent (3.47%).

b. Health and Welfare Benefits

Effectively July 1, 2016, every cell of the 2016/2017 salary schedule shall be increased by twelve hundred dollars (\$1,200) to offset increases of health and welfare benefits.

c. Stipend Schedule

The District and MUTA have completed the negotiations process designed to increase stipends on the Stipend Schedule by a grand total of at least sixty thousand dollars (\$60,000.00), as required through a previous agreement. The attached Stipend Schedule proposed by the District on January 13, 2017, was approved by MUTA's executive board. The new stipend schedule shall take effect July 1, 2017.

d. Contract Language

1) Extra Pay for Extra-Duty and Hourly Rates

The Parties acknowledge that, pursuant to Article XV: Salary, Extra-Pay for Extra-Duty and Hourly Rates are automatically increased through salary schedule increases. Increased hourly rates shall take effect July 1, 2017.

2) Article XII: Caseloads

- i. The District agrees to strive to keep caseloads and class caps in elementary and secondary Special Day Classes ("SDC") at current-day levels, while not exceeding twenty-eight (28) students for caseloads and thirty (30) students per class.
- ii. The District agrees to strive to maintain the State-recommended average of fifty-five (55) students for each speech caseload, while not exceeding a maximum of seventy (70) per MUTA member. MUTA perpetually permits the District to contract out for speech services, if sufficient Speech Therapists are not employed.

3) Article XIII: Class Size

Elementary P.E. class size at any school shall not exceed thirty-four (34) students. Elementary P. E. classes may exceed the average of 34, if there is a ratio of 34 students to one (1) adult.

4. Focused Teacher Collaboration (Article VIII: Hours of Employment)

- a. The purpose of the collaboration time is to increase student performance based on the LCAP goals, WASC goals and/or single school plans to meet the needs of students. Focus areas for increased student achievement may include but are not limited to strategic planning, data analysis, implementation of California Common Core Standards, implementation of new curricula, Next Generation Science Standards, and student groups as required by law governing the LCAP and uses of SCG funds. The format for collaboration may be professional learning communities or traditional articulation/collaboration organized by grade level, content areas, or by departments. In addition, in order to collaborate across grade levels and/or school sites, unit

members may be organized by grade level, subject matter, specific student groups, vertical teams, or horizontal teams, including cross-curricular teams and district-wide content.

- b. Non-site based employees (e.g. Counselors, Nurses, Music Teachers, speech and language pathologists, and P. E. Specialists) within these programs will be consulted to develop their collaboration plan. This shall not preclude them from participation in site activities.
- c. Each school shall have twenty (20) collaboration days, beyond the current-and-required four (4) minimum days.
- d. Elementary and middle school may already have the banked time needed to generate the 20 minimum days for collaboration. Additional time (instructional minutes) may be added to ensure that minimum instruction minutes/days are met for the full school year, while generating the 20 collaboration days and the four required minimum days (e.g. Stull Bill Goals, Winter break, March minimum day, last day of school).
- e. The current middle school banked-minutes practice shall give way to this process.
- f. Additional instructional minutes may be added to each schools' workday to generate the 20 minimum days for collaboration. Current minimum days for finals shall not be impacted by this process. Alternative education sites shall be excluded (EC 48663). Other efforts to provide collaboration time will be used at these sites.
- g. A calendar for district-wide collaboration days shall be developed to ensure uniform practice and assist with transportation efforts.
- h. Collaboration topics shall be determined by a "collaboration team." This team shall consist of lead teachers, content leaders, and administration.
- i. Each collaboration team will identify the objective for each meeting. Each team will report their next objective to the collaboration team. At each subsequent meeting, each group will identify the objective for the following meeting and report it to the collaboration team in writing. Teacher accountability documentation shall be written and submitted at the end of each collaboration session. Documentation shall consist of the topic or objective, issues covered/discussed and the next steps related to student outcomes, objectives and/or resources (if needed and identified) for the next collaboration meeting.
- j. Collaboration time is not intended for additional staff meetings, scheduling/conducting other District, MUTA, or site meetings, discussion of site/District policies related to instruction or purpose for collaboration initiative.

5. Completion of Negotiations and Term

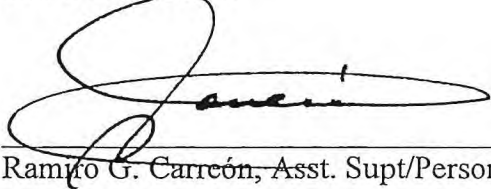
- a. This Agreement shall fully and finally resolve all negotiations through the 2016/2017 school year.

For MUTA:


Don Fry, MUTA Negotiations Chairperson

4/25/2017
Date

For The District:


Ramiro G. Carreón, Asst. Supt/Personnel

04/25/2017
Date

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Los Angeles County Office of Education
Division of Business Advisory Services

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District: Marysville Joint Unified School District
Name of Bargaining Unit: MUTA
Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2016 and ending: June 30, 2017
(date) (date)

The Governing Board will act upon this agreement on: May 9, 2017
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation		Fiscal Impact of Proposed Agreement		
		(Complete Years 2 and 3 for multiyear and overlapping agreements only)		
All Funds - Combined		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2016-17	Year 2 Increase/(Decrease) 2017-18
				Year 3 Increase/(Decrease) 2018-19
1. Salary Schedule Including Step and Column		\$ 30,737,678	\$ 1,536,883	
			5.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.				
Description of Other Compensation				
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.		\$ 1,560,076	\$ 270,953	
			17.37%	0.00%
4. Health/Welfare Plans				
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5		\$ 32,297,754	\$ 1,807,836	\$ -
			5.60%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)		477.55		
7. Total Compensation Average Cost per Bargaining Unit Employee		\$ 67,632	\$ 3,786	\$ -
			5.60%	0.00%

Marysville Joint Unified School District
MUTA

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

The District agrees to a total compensation package that reflects a five point zero percent (5.0%) increase to the salary schedule effective as of July 1, 2016.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

MUTA elects to take the 5.0% total compensation and apply it in the following ways: A. Salary: Effective July 1, 2016, each cell of the certificated teacher salary schedule shall be improved by three point four seven percent (3.47%). B. Health and Welfare Benefits: Effective July 1, 2016, every cell of the 2016/17 salary schedule shall be increased by twelve hundred dollars (\$1,200) to offset increases of health and welfare benefits.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes ☒ No ☐

If yes, please describe the cap amount.

District pays \$894.42 per month for each MUTA member for Health & Welfare benefits.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

District agreed to maximum caseloads for Special Day Classes (SDCs) of twenty-eight (28) students and a cap of thirty (30) students. District also agreed not to exceed a caseload of seventy (70) students for speech. District also agreed to the maximum class size for Physical Education (P.E.) at elementary schools of thirty-four (34) students.

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

There is no negative impact on instructional and support programs to accommodate the settlement as there will be no staff, program or service reductions.

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Marysville Joint Unified School District
MUTA

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

The District agrees to a total compensation package that reflects a five point zero percent (5.0%) increase to the salary schedule effective as of July 1, 2016.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

MUTA elects to take the 5.0% total compensation and apply it in the following ways: A. Salary: Effective July 1, 2016, each cell of the certificated teacher salary schedule shall be improved by three point four seven percent (3.47%). B. Health and Welfare Benefits: Effective July 1, 2016, every cell of the 2016/17 salary schedule shall be increased by twelve hundred dollars (\$1,200) to offset increases of health and welfare benefits.

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There is no negative impact on instructional and support programs to accommodate the settlement as there will be no staff, program or service reductions.

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

None.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

n/a

F. Source of Funding for Proposed Agreement:

1. Current Year

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

n/a

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Marysville Joint Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Unrestricted General Fund**

Bargaining Unit:

MUTA

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 89,987,834		\$ -	\$ 89,987,834
Federal Revenue 8100-8299	\$ 9,398		\$ -	\$ 9,398
Other State Revenue 8300-8599	\$ 3,563,087		\$ -	\$ 3,563,087
Other Local Revenue 8600-8799	\$ 1,445,466		\$ -	\$ 1,445,466
TOTAL REVENUES	\$ 95,005,785		\$ -	\$ 95,005,785
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 33,741,183	\$ 1,323,579		\$ 35,064,762
Classified Salaries 2000-2999	\$ 11,413,044			\$ 11,413,044
Employee Benefits 3000-3999	\$ 15,820,706	\$ 233,347		\$ 16,054,053
Books and Supplies 4000-4999	\$ 6,205,395		\$ -	\$ 6,205,395
Services, Other Operating Expenses 5000-5999	\$ 8,590,235		\$ -	\$ 8,590,235
Capital Outlay 6000-6999	\$ 7,750,693		\$ -	\$ 7,750,693
Other Outgo 7100-7299	\$ 1,835,937		\$ -	\$ 1,835,937
7400-7499				
Indirect/Direct Support Costs 7300-7399	\$ (1,657,063)		\$ -	\$ (1,657,063)
TOTAL EXPENDITURES	\$ 83,700,130	\$ 1,556,926	\$ -	\$ 85,257,055
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 80,659	\$ -	\$ -	\$ 80,659
Contributions 8980-8999	\$ (11,832,150)	\$ -	\$ -	\$ (11,832,150)
OPERATING SURPLUS (DEFICIT)*	\$ (607,153)	\$ (1,556,926)	\$ -	\$ (2,164,079)
BEGINNING FUND BALANCE				
9791	\$ 19,857,170			\$ 19,857,170
Prior-Year Adjustments/Restatements 9793/9795				\$ -
ENDING FUND BALANCE	\$ 19,250,017	\$ (1,556,926)	\$ -	\$ 17,693,091
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ 241,565	\$ -	\$ -	\$ 241,565
Restricted Amounts 9740				
Committed Amounts 9750-9760		\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 196,010	\$ -	\$ -	\$ 196,010
Reserve for Economic Uncertainties 9789	\$ 3,439,000	\$ 56,172	\$ -	\$ 3,495,172
Unassigned/Unappropriated Amount 9790	\$ 15,373,442	\$ (1,613,098)	\$ -	\$ 13,760,344

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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Marysville Joint Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Restricted General Fund**

Bargaining Unit:

MUTA

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ 7,477,999		\$ -	\$ 7,477,999
Other State Revenue 8300-8599	\$ 6,344,198		\$ -	\$ 6,344,198
Other Local Revenue 8600-8799	\$ 3,763,417		\$ -	\$ 3,763,417
TOTAL REVENUES	\$ 17,585,614		\$ -	\$ 17,585,614
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 6,995,772	\$ 213,305	\$ -	\$ 7,209,077
Classified Salaries 2000-2999	\$ 4,853,547	\$ -	\$ -	\$ 4,853,547
Employee Benefits 3000-3999	\$ 7,157,756	\$ 37,605	\$ -	\$ 7,195,361
Books and Supplies 4000-4999	\$ 4,086,707		\$ -	\$ 4,086,707
Services, Other Operating Expenses 5000-5999	\$ 3,229,292		\$ -	\$ 3,229,292
Capital Outlay 6000-6999	\$ 831,831		\$ -	\$ 831,831
Other Outgo 7100-7299 7400-7499	\$ 2,291,617		\$ -	\$ 2,291,617
Indirect/Direct Support Costs 7300-7399	\$ 567,486		\$ -	\$ 567,486
TOTAL EXPENDITURES	\$ 30,014,008	\$ 250,910	\$ -	\$ 30,264,918
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 820,000	\$ -	\$ -	\$ 820,000
Contributions 8980-8999	\$ 11,832,150	\$ -	\$ -	\$ 11,832,150
OPERATING SURPLUS (DEFICIT)*	\$ (1,416,244)	\$ (250,910)	\$ -	\$ (1,667,154)
BEGINNING FUND BALANCE				
Prior-Year Adjustments/Restatements 9791	\$ 3,715,005			\$ 3,715,005
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 2,298,761	\$ (250,910)	\$ -	\$ 2,047,851
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 2,047,854	\$ -	\$ -	\$ 2,047,854
Committed Amounts 9750-9760				
Assigned Amounts 9780				
Reserve for Economic Uncertainties 9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 250,907	\$ (250,910)	\$ -	\$ (3)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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Marysville Joint Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Combined General Fund**

Bargaining Unit:

MUTA

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 89,987,834		\$ -	\$ 89,987,834
Federal Revenue 8100-8299	\$ 7,487,397		\$ -	\$ 7,487,397
Other State Revenue 8300-8599	\$ 9,907,285		\$ -	\$ 9,907,285
Other Local Revenue 8600-8799	\$ 5,208,883		\$ -	\$ 5,208,883
TOTAL REVENUES	\$ 112,591,399		\$ -	\$ 112,591,399
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 40,736,955	\$ 1,536,884	\$ -	\$ 42,273,839
Classified Salaries 2000-2999	\$ 16,266,591	\$ -	\$ -	\$ 16,266,591
Employee Benefits 3000-3999	\$ 22,978,462	\$ 270,952	\$ -	\$ 23,249,414
Books and Supplies 4000-4999	\$ 10,292,102		\$ -	\$ 10,292,102
Services, Other Operating Expenses 5000-5999	\$ 11,819,527		\$ -	\$ 11,819,527
Capital Outlay 6000-6999	\$ 8,582,524		\$ -	\$ 8,582,524
Other Outgo 7100-7299 7400-7499	\$ 4,127,554		\$ -	\$ 4,127,554
Indirect/Direct Support Costs 7300-7399	\$ (1,089,577)		\$ -	\$ (1,089,577)
TOTAL EXPENDITURES	\$ 113,714,138	\$ 1,807,836	\$ -	\$ 115,521,973
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 900,659	\$ -	\$ -	\$ 900,659
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (2,023,397)	\$ (1,807,836)	\$ -	\$ (3,831,233)
BEGINNING FUND BALANCE				
Prior-Year Adjustments/Restatements 9791	\$ 23,572,175			\$ 23,572,175
9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 21,548,778	\$ (1,807,836)	\$ -	\$ 19,740,942
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ 241,565	\$ -	\$ -	\$ 241,565
Restricted Amounts 9740	\$ 2,047,854	\$ -	\$ -	\$ 2,047,854
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 196,010	\$ -	\$ -	\$ 196,010
Reserve for Economic Uncertainties 9789	\$ 3,439,000	\$ 56,172	\$ -	\$ 3,495,172
Unassigned/Unappropriated Amount 9790	\$ 15,624,349	\$ (1,864,008)	\$ -	\$ 13,760,341

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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Marysville Joint Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Unrestricted General Fund MYP**

Bargaining Unit:

MUTA

Object Code	2016-17	2017-18	2018-19
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 89,987,834	\$ 92,272,453	\$ 96,258,442
Federal Revenue 8100-8299	\$ 9,398	\$ 1,000	\$ 1,000
Other State Revenue 8300-8599	\$ 3,563,087	\$ 559,200	\$ 71,855
Other Local Revenue 8600-8799	\$ 1,445,466	\$ 555,537	\$ 481,018
TOTAL REVENUES	\$ 95,005,785	\$ 93,388,190	\$ 96,812,315
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 35,064,762	\$ 36,497,050	\$ 37,226,991
Classified Salaries 2000-2999	\$ 11,413,044	\$ 11,596,012	\$ 11,827,932
Employee Benefits 3000-3999	\$ 16,054,053	\$ 17,941,228	\$ 18,838,289
Books and Supplies 4000-4999	\$ 6,205,395	\$ 3,824,457	\$ 3,936,131
Services, Other Operating Expenses 5000-5999	\$ 8,590,235	\$ 8,529,890	\$ 8,777,256
Capital Outlay 6000-6999	\$ 7,750,693	\$ 246,000	\$ 246,000
Other Outgo 7100-7299 7400-7499	\$ 1,835,937	\$ 1,838,212	\$ 1,834,512
Indirect/Direct Support Costs 7300-7399	\$ (1,657,063)	\$ (1,657,063)	\$ (1,657,063)
Other Adjustments			\$ -
TOTAL EXPENDITURES	\$ 85,257,055	\$ 78,815,786	\$ 81,030,048
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 80,659		\$ -
Contributions 8980-8999	\$ (11,832,150)	\$ (13,816,881)	\$ (14,735,913)
OPERATING SURPLUS (DEFICIT)*	\$ (2,164,079)	\$ 755,523	\$ 1,046,354
BEGINNING FUND BALANCE 9791	\$ 19,857,170	\$ 17,693,091	\$ 18,448,614
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 17,693,091	\$ 18,448,614	\$ 19,494,968
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 241,565	\$ 241,565	\$ 241,565
Restricted Amounts 9740			
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 196,010	\$ 1,252,882	\$ 3,073,667
Reserve for Economic Uncertainties 9789	\$ 3,495,172	\$ 2,727,569	\$ 2,834,176
Unassigned/Unappropriated Amount 9790	\$ 13,760,344	\$ 14,226,599	\$ 13,345,560

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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Marysville Joint Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Restricted General Fund MYP**

Bargaining Unit:

MUTA

Object Code	2016-17	2017-18	2018-19
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ -	\$ -	\$ -
Federal Revenue 8100-8299	\$ 7,477,999	\$ 6,350,405	\$ 6,324,290
Other State Revenue 8300-8599	\$ 6,344,198	\$ 5,910,064	\$ 5,910,064
Other Local Revenue 8600-8799	\$ 3,763,417	\$ 3,100,321	\$ 3,025,802
TOTAL REVENUES	\$ 17,585,614	\$ 15,360,790	\$ 15,260,156
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 7,209,077	\$ 7,353,255	\$ 7,500,321
Classified Salaries 2000-2999	\$ 4,853,547	\$ 4,835,706	\$ 4,932,420
Employee Benefits 3000-3999	\$ 7,195,361	\$ 7,706,232	\$ 8,174,771
Books and Supplies 4000-4999	\$ 4,086,707	\$ 2,796,583	\$ 2,852,515
Services, Other Operating Expenses 5000-5999	\$ 3,229,292	\$ 2,507,418	\$ 2,557,566
Capital Outlay 6000-6999	\$ 831,831	\$ 298,094	\$ 298,094
Other Outgo 7100-7299 7400-7499	\$ 2,291,617	\$ 2,291,617	\$ 2,291,617
Indirect/Direct Support Costs 7300-7399	\$ 567,486	\$ 568,766	\$ 568,766
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 30,264,918	\$ 28,357,671	\$ 29,176,069
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 820,000	\$ 820,000	\$ 820,000
Contributions 8980-8999	\$ 11,832,150	\$ 13,816,881	\$ 14,735,913
OPERATING SURPLUS (DEFICIT)*	\$ (1,667,154)	\$ (0)	\$ (0)
BEGINNING FUND BALANCE 9791	\$ 3,715,005	\$ 2,047,851	\$ 2,047,851
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 2,047,851	\$ 2,047,851	\$ 2,047,851
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 2,047,854	\$ 2,047,854	\$ 2,047,854
Committed Amounts 9750-9760			
Assigned Amounts 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (3)	\$ (3)	\$ (3)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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Marysville Joint Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Combined General Fund MYP**

Bargaining Unit:

MUTA

Object Code			
	2016-17 Total Revised Budget After Settlement	2017-18 First Subsequent Year After Settlement	2018-19 Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 89,987,834	\$ 92,272,453	\$ 96,258,442
Federal Revenue 8100-8299	\$ 7,487,397	\$ 6,351,405	\$ 6,325,290
Other State Revenue 8300-8599	\$ 9,907,285	\$ 6,469,264	\$ 5,981,919
Other Local Revenue 8600-8799	\$ 5,208,883	\$ 3,655,858	\$ 3,506,820
TOTAL REVENUES	\$ 112,591,399	\$ 108,748,980	\$ 112,072,471
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 42,273,839	\$ 43,850,306	\$ 44,727,312
Classified Salaries 2000-2999	\$ 16,266,591	\$ 16,431,718	\$ 16,760,352
Employee Benefits 3000-3999	\$ 23,249,414	\$ 25,647,459	\$ 27,013,060
Books and Supplies 4000-4999	\$ 10,292,102	\$ 6,621,040	\$ 6,788,646
Services, Other Operating Expenses 5000-5999	\$ 11,819,527	\$ 11,037,308	\$ 11,334,822
Capital Outlay 6000-6999	\$ 8,582,524	\$ 544,094	\$ 544,094
Other Outgo 7100-7299 7400-7499	\$ 4,127,554	\$ 4,129,829	\$ 4,126,129
Indirect/Direct Support Costs 7300-7399	\$ (1,089,577)	\$ (1,088,297)	\$ (1,088,297)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 115,521,973	\$ 107,173,457	\$ 110,206,118
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 900,659	\$ 820,000	\$ 820,000
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (3,831,233)	\$ 755,523	\$ 1,046,353
BEGINNING FUND BALANCE 9791	\$ 23,572,175	\$ 19,740,942	\$ 20,496,465
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 19,740,942	\$ 20,496,465	\$ 21,542,818
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 241,565	\$ 241,565	\$ 241,565
Restricted Amounts 9740	\$ 2,047,854	\$ 2,047,854	\$ 2,047,854
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 196,010	\$ 1,252,882	\$ 3,073,667
Reserve for Economic Uncertainties 9789	\$ 3,495,172	\$ 2,727,569	\$ 2,834,176
Unassigned/Unappropriated Amount 9790	\$ 13,760,341	\$ 14,226,595	\$ 13,345,556

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Marysville Joint Unified School District
MUTA**I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

		2016-17	2017-18	2018-19
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 116,422,632	\$ 107,993,457	\$ 111,026,118
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 116,422,632	\$ 107,993,457	\$ 111,026,118
d.	State Standard Minimum Reserve Percentage for this District Enter percentage →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 3,492,679	\$ 3,239,804	\$ 3,330,784

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 3,495,172	\$ 2,727,569	\$ 2,834,176
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 13,760,344	\$ 14,226,599	\$ 13,345,560
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 17,255,516	\$ 16,954,167	\$ 16,179,736
f.	Reserve for Economic Uncertainties Percentage	14.82%	15.70%	14.57%

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

2016-17

Yes

☒

No

☐

2017-18

Yes

☒

No

☐

2018-19

Yes

☒

No

☐

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

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Public Disclosure of Proposed Collective Bargaining Agreement
Marysville Joint Unified School District
MUTA

Page 7

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 1,807,836
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (1,807,836)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ -
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (1,807,836)

Variance \$ (0)

Variance Explanation:

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

General Fund Combined	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ (2,023,397)	(1.8%)	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (3,831,233)	(3.3%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 755,523	0.7%	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 1,046,353	0.9%	

Deficit Reduction Plan (as necessary):

Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd

7. Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 9a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

MUTA

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)

	Prior Year	2016-17	2017-18	2018-19
a. LCFF Funding per ADA	9,233.00	9,858.00	10,011.00	10,444.00
b. Amount Change from Prior Year Funding per ADA		625.00	153.00	433.00
c. Percentage Change from Prior Year Funding per ADA		6.77%	1.55%	4.33%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		1,807,835.64	-	-
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		5.60%	0.00%	0.00%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		Within	-	-

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K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the _____ Marysville Joint Unified School _____ District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from _____ July 1, 2016 _____ to _____ June 30, 2017 _____.

Board Actions

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

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	1,807,836
\$	(1,807,836)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	-
\$	-

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

☒ I hereby certify _____ I am unable to certify

Gay Leald
District Superintendent
(Signature)

5-12-17
Date

☒ I hereby certify _____ I am unable to certify

Ra
Chief Business Official
(Signature)

5/12/17
Date

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

Marysville Joint Unified School District

MUTA

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

Concerns regarding affordability of agreement in subsequent years (if any):

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

L. CERTIFICATION NO. 2

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

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Marysville Joint Unified School District

District Name

**District Superintendent
(Signature)**

Ryan DiGiulio

Contact Person

Date

530-749-6114

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on May 23, 2017, took action to approve the proposed agreement with the MUTA Bargaining Unit(s).

**President (or Clerk), Governing Board
(Signature)**

Date

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

TENTATIVE AGREEMENT
Between
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
And the
MARYSVILLE UNIFIED TEACHERS ASSOCIATION

The Marysville Joint Unified School District ("District") and Marysville Unified Teachers Association ("MUTA" or "Association") are parties to a collective bargaining agreement ("CBA") which expires on June 30, 2018. The parties reached a tentative agreement on April 20, 2017, incorporating the following:

1. Local Control Funding Formula

- a. Pursuant to the Local Control Funding Formula (LCFF), school districts receive supplemental and concentration grants ("SCG") based upon the percentage of disadvantaged students in that district.
- b. Districts are required to show that this funding is used to increase and improve services for those disadvantaged students.
- c. In this District, the total percentage of disadvantaged students is 81.66%. As a result, a large amount of the District's increase in revenue for the 2016/2017 school year is a result of these grants.

2. Services for Disadvantaged Students

Pursuant to the LCFF, the parties acknowledge and agree that the following services are in place for the District's disadvantaged students for the 2016/2017 year: focused collaboration time, intervention and tutoring.

3. For the 2016/2017 School Year

The parties agreed to a total compensation package that reflects a five point zero percent (5.0%) increase to the salary schedule. MUTA elects to take the 5.0% total compensation and apply it in the following ways:

a. Salary

Effective July 1, 2016, each cell of the certificated teacher salary schedule shall be improved by three point four seven percent (3.47%).

b. Health and Welfare Benefits

Effectively July 1, 2016, every cell of the 2016/2017 salary schedule shall be increased by twelve hundred dollars (\$1,200) to offset increases of health and welfare benefits.

c. Stipend Schedule

The District and MUTA have completed the negotiations process designed to increase stipends on the Stipend Schedule by a grand total of at least sixty thousand dollars (\$60,000.00), as required through a previous agreement. The attached Stipend Schedule proposed by the District on January 13, 2017, was approved by MUTA's executive board. The new stipend schedule shall take effect July 1, 2017.

d. Contract Language

1) Extra Pay for Extra-Duty and Hourly Rates

The Parties acknowledge that, pursuant to Article XV: Salary, Extra-Pay for Extra-Duty and Hourly Rates are automatically increased through salary schedule increases. Increased hourly rates shall take effect July 1, 2017.

2) Article XII: Caseloads

- i. The District agrees to strive to keep caseloads and class caps in elementary and secondary Special Day Classes ("SDC") at current-day levels, while not exceeding twenty-eight (28) students for caseloads and thirty (30) students per class.
- ii. The District agrees to strive to maintain the State-recommended average of fifty-five (55) students for each speech caseload, while not exceeding a maximum of seventy (70) per MUTA member. MUTA perpetually permits the District to contract out for speech services, if sufficient Speech Therapists are not employed.

3) Article XIII: Class Size

Elementary P.E. class size at any school shall not exceed thirty-four (34) students. Elementary P. E. classes may exceed the average of 34, if there is a ratio of 34 students to one (1) adult.

4. Focused Teacher Collaboration (Article VIII: Hours of Employment)

- a. The purpose of the collaboration time is to increase student performance based on the LCAP goals, WASC goals and/or single school plans to meet the needs of students. Focus areas for increased student achievement may include but are not limited to strategic planning, data analysis, implementation of California Common Core Standards, implementation of new curricula, Next Generation Science Standards, and student groups as required by law governing the LCAP and uses of SCG funds. The format for collaboration may be professional learning communities or traditional articulation/collaboration organized by grade level, content areas, or by departments. In addition, in order to collaborate across grade levels and/or school sites, unit

members may be organized by grade level, subject matter, specific student groups, vertical teams, or horizontal teams, including cross-curricular teams and district-wide content.

- b. Non-site based employees (e.g. Counselors, Nurses, Music Teachers, speech and language pathologists, and P. E. Specialists) within these programs will be consulted to develop their collaboration plan. This shall not preclude them from participation in site activities.
- c. Each school shall have twenty (20) collaboration days, beyond the current-and-required four (4) minimum days.
- d. Elementary and middle school may already have the banked time needed to generate the 20 minimum days for collaboration. Additional time (instructional minutes) may be added to ensure that minimum instruction minutes/days are met for the full school year, while generating the 20 collaboration days and the four required minimum days (e.g. Stull Bill Goals, Winter break, March minimum day, last day of school).
- e. The current middle school banked-minutes practice shall give way to this process.
- f. Additional instructional minutes may be added to each schools' workday to generate the 20 minimum days for collaboration. Current minimum days for finals shall not be impacted by this process. Alternative education sites shall be excluded (EC 48663). Other efforts to provide collaboration time will be used at these sites.
- g. A calendar for district-wide collaboration days shall be developed to ensure uniform practice and assist with transportation efforts.
- h. Collaboration topics shall be determined by a "collaboration team." This team shall consist of lead teachers, content leaders, and administration.
- i. Each collaboration team will identify the objective for each meeting. Each team will report their next objective to the collaboration team. At each subsequent meeting, each group will identify the objective for the following meeting and report it to the collaboration team in writing. Teacher accountability documentation shall be written and submitted at the end of each collaboration session. Documentation shall consist of the topic or objective, issues covered/discussed and the next steps related to student outcomes, objectives and/or resources (if needed and identified) for the next collaboration meeting.
- j. Collaboration time is not intended for additional staff meetings, scheduling/conducting other District, MUTA, or site meetings, discussion of site/District policies related to instruction or purpose for collaboration initiative.

5. Completion of Negotiations and Term

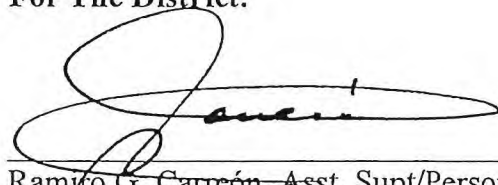
- a. This Agreement shall fully and finally resolve all negotiations through the 2016/2017 school year.

For MUTA:


Don Fry, MUTA Negotiations Chairperson

4/25/2017
Date

For The District:


Ramiro G. Carreón, Asst. Supt/Personnel

04/25/2017
Date

**Los Angeles County Office of Education
Division of Business Advisory Services**

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District: Marysville Joint Unified School District - MCAA Charter School
Name of Bargaining Unit: MUTA
Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2016 and ending: June 30, 2017
(date) (date)

The Governing Board will act upon this agreement on: May 9, 2017
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation		Fiscal Impact of Proposed Agreement		
		(Complete Years 2 and 3 for multiyear and overlapping agreements only)		
All Funds - Combined		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2016-17	Year 2 Increase/(Decrease) 2017-18
				Year 3 Increase/(Decrease) 2018-19
1. Salary Schedule Including Step and Column		\$ 1,162,388	\$ 58,119	
			5.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.				
Description of Other Compensation				
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.		\$ 401,952	\$ 10,246	
			2.55%	0.00%
4. Health/Welfare Plans				
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5		\$ 1,564,340	\$ 68,366	\$ -
			4.37%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)		18.10		
7. Total Compensation <u>Average</u> Cost per Bargaining Unit Employee		\$ 86,428	\$ 3,777	\$ -
			4.37%	0.00%

Marysville Joint Unified School District - MCAA Charter School

MUTA

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

The District agrees to a total compensation package that reflects a five point zero percent (5.0%) increase to the salary schedule effective July 1, 2016.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

n/a

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

MUTA elects to take the 5.0% total compensation and apply it in the following ways: A. Salary: Effective July 1, 2016, each cell of the certificated teacher salary schedule shall be improved by three point four seven percent (3.47%). B. Health and Welfare Benefits: Effective July 1, 2016, every cell of the 2016/17 salary schedule shall be increased by twelve hundred dollars (\$1,200) to offset increases of health and welfare benefits.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes ☒ No ☐

If yes, please describe the cap amount.

District pays \$894.42 per month for each MUTA member for Health & Welfare benefits.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

n/a

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

There is no negative impact on instructional and support programs to accommodate the settlement as there will be no staff, program or service reductions.

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

None.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

n/a

F. Source of Funding for Proposed Agreement:

1. Current Year

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Marysville Joint Unified School District - MCAA Charter School

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Unrestricted General Fund**

Bargaining Unit:

MUTA

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 3,054,832		\$ -	\$ 3,054,832
Federal Revenue 8100-8299	\$ 570		\$ -	\$ 570
Other State Revenue 8300-8599	\$ 144,096		\$ -	\$ 144,096
Other Local Revenue 8600-8799	\$ 9,945		\$ -	\$ 9,945
TOTAL REVENUES	\$ 3,209,443		\$ -	\$ 3,209,443
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 1,543,491	\$ 58,119		\$ 1,601,610
Classified Salaries 2000-2999	\$ 147,429			\$ 147,429
Employee Benefits 3000-3999	\$ 559,156	\$ 10,246		\$ 569,402
Books and Supplies 4000-4999	\$ 195,835		\$ -	\$ 195,835
Services, Other Operating Expenses 5000-5999	\$ 225,321		\$ -	\$ 225,321
Capital Outlay 6000-6999	\$ 220,622		\$ -	\$ 220,622
Other Outgo 7100-7299	\$ -		\$ -	\$ -
7400-7499				
Indirect/Direct Support Costs 7300-7399	\$ 617,643		\$ -	\$ 617,643
TOTAL EXPENDITURES	\$ 3,509,497	\$ 68,366	\$ -	\$ 3,577,862
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (300,054)	\$ (68,366)	\$ -	\$ (368,419)
BEGINNING FUND BALANCE				
9791	\$ 574,471			\$ 574,471
Prior-Year Adjustments/Restatements 9793/9795				\$ -
ENDING FUND BALANCE	\$ 274,417	\$ (68,366)	\$ -	\$ 206,052
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740				
Committed Amounts 9750-9760		\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 151,731	\$ 2,735	\$ -	\$ 154,466
Unassigned/Unappropriated Amount 9790	\$ 122,686	\$ (71,100)	\$ -	\$ 51,586

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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Los Angeles County Office of Education
Division of Business Advisory Services
Revised 9/8/15

Marysville Joint Unified School District - MCAA Charter School

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit:		Restricted General Fund MUTA			
Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ -		\$ -	\$ -
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ 193,623		\$ -	\$ 193,623
Other Local Revenue	8600-8799	\$ 27,337		\$ -	\$ 27,337
TOTAL REVENUES		\$ 220,960		\$ -	\$ 220,960
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 6,033	\$ -	\$ -	\$ 6,033
Classified Salaries	2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits	3000-3999	\$ 103,826	\$ -	\$ -	\$ 103,826
Books and Supplies	4000-4999	\$ 44,195		\$ -	\$ 44,195
Services, Other Operating Expenses	5000-5999	\$ 124,291		\$ -	\$ 124,291
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo	7100-7299	\$ -		\$ -	\$ -
	7400-7499				
Indirect/Direct Support Costs	7300-7399	\$ 5,444		\$ -	\$ 5,444
TOTAL EXPENDITURES		\$ 283,789	\$ -	\$ -	\$ 283,789
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (62,829)	\$ -	\$ -	\$ (62,829)
BEGINNING FUND BALANCE		\$ 257,043			\$ 257,043
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 194,214	\$ -	\$ -	\$ 194,214
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ 194,214	\$ -	\$ -	\$ 194,214
Committed Amounts	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District - MCAA Charter School

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Combined General Fund**

Bargaining Unit:

MUTA

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 3,054,832		\$ -	\$ 3,054,832
Federal Revenue 8100-8299	\$ 570		\$ -	\$ 570
Other State Revenue 8300-8599	\$ 337,719		\$ -	\$ 337,719
Other Local Revenue 8600-8799	\$ 37,282		\$ -	\$ 37,282
TOTAL REVENUES	\$ 3,430,403		\$ -	\$ 3,430,403
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 1,549,524	\$ 58,119	\$ -	\$ 1,607,643
Classified Salaries 2000-2999	\$ 147,429	\$ -	\$ -	\$ 147,429
Employee Benefits 3000-3999	\$ 662,982	\$ 10,246	\$ -	\$ 673,228
Books and Supplies 4000-4999	\$ 240,030		\$ -	\$ 240,030
Services, Other Operating Expenses 5000-5999	\$ 349,612		\$ -	\$ 349,612
Capital Outlay 6000-6999	\$ 220,622		\$ -	\$ 220,622
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ 623,087		\$ -	\$ 623,087
TOTAL EXPENDITURES	\$ 3,793,286	\$ 68,366	\$ -	\$ 3,861,651
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (362,883)	\$ (68,366)	\$ -	\$ (431,248)
BEGINNING FUND BALANCE				
Prior-Year Adjustments/Restatements 9791	\$ 831,514			\$ 831,514
9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 468,631	\$ (68,366)	\$ -	\$ 400,266
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 194,214	\$ -	\$ -	\$ 194,214
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 151,731	\$ 2,735	\$ -	\$ 154,466
Unassigned/Unappropriated Amount 9790	\$ 122,686	\$ (71,100)	\$ -	\$ 51,586

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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Los Angeles County Office of Education

Division of Business Advisory Services

Revised 9/8/15

Marysville Joint Unified School District - MCAA Charter School

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Unrestricted General Fund MYP**

Bargaining Unit:

MUTA

Object Code			
	2016-17 Total Revised Budget After Settlement	2017-18 First Subsequent Year After Settlement	2018-19 Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 3,054,832	\$ 3,320,346	\$ 3,442,611
Federal Revenue 8100-8299	\$ 570	\$ -	\$ -
Other State Revenue 8300-8599	\$ 144,096	\$ 63,500	\$ 63,500
Other Local Revenue 8600-8799	\$ 9,945	\$ -	\$ -
TOTAL REVENUES	\$ 3,209,443	\$ 3,383,846	\$ 3,506,111
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 1,601,610	\$ 1,633,642	\$ 1,666,315
Classified Salaries 2000-2999	\$ 147,429	\$ 150,378	\$ 153,385
Employee Benefits 3000-3999	\$ 569,402	\$ 589,274	\$ 609,899
Books and Supplies 4000-4999	\$ 195,835	\$ 199,752	\$ 203,747
Services, Other Operating Expenses 5000-5999	\$ 225,321	\$ 229,827	\$ 234,424
Capital Outlay 6000-6999	\$ 220,622	\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -	\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ 617,643	\$ -	\$ -
Other Adjustments			\$ -
TOTAL EXPENDITURES	\$ 3,577,862	\$ 2,802,873	\$ 2,867,770
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (368,419)	\$ 580,973	\$ 638,341
BEGINNING FUND BALANCE 9791	\$ 574,471	\$ 206,052	\$ 787,025
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 206,052	\$ 787,025	\$ 1,425,366
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ -	\$ 241,565	\$ 241,565
Restricted Amounts 9740			
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -		
Reserve for Economic Uncertainties 9789	\$ 154,466	\$ 112,115	\$ 114,711
Unassigned/Unappropriated Amount 9790	\$ 51,586	\$ 433,345	\$ 1,069,090

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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Marysville Joint Unified School District - MCAA Charter School

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Restricted General Fund MYP**

Bargaining Unit:

MUTA

Object Code	2016-17	2017-18	2018-19
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ -	\$ -	\$ -
Federal Revenue 8100-8299	\$ -	\$ -	\$ -
Other State Revenue 8300-8599	\$ 193,623	\$ 193,623	\$ 193,623
Other Local Revenue 8600-8799	\$ 27,337	\$ -	\$ -
TOTAL REVENUES	\$ 220,960	\$ 193,623	\$ 193,623
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 6,033	\$ 6,154	\$ 6,277
Classified Salaries 2000-2999	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ 103,826	\$ 105,903	\$ 105,903
Books and Supplies 4000-4999	\$ 44,195	\$ 45,079	\$ 45,980
Services, Other Operating Expenses 5000-5999	\$ 124,291	\$ 126,777	\$ 126,777
Capital Outlay 6000-6999	\$ -	\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -	\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ 5,444	\$ 5,444	\$ 5,444
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 283,789	\$ 289,356	\$ 290,381
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (62,829)	\$ (95,733)	\$ (96,758)
BEGINNING FUND BALANCE 9791	\$ 257,043	\$ 194,214	\$ 98,481
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 194,214	\$ 98,481	\$ 1,724
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 194,214	\$ 98,481	\$ 1,724
Committed Amounts 9750-9760			
Assigned Amounts 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ 0	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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Marysville Joint Unified School District - MCAA Charter School

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Combined General Fund MYP**

Bargaining Unit:

MUTA

Object Code	2016-17	2017-18	2018-19
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 3,054,832	\$ 3,320,346	\$ 3,442,611
Federal Revenue 8100-8299	\$ 570	\$ -	\$ -
Other State Revenue 8300-8599	\$ 337,719	\$ 257,123	\$ 257,123
Other Local Revenue 8600-8799	\$ 37,282	\$ -	\$ -
TOTAL REVENUES	\$ 3,430,403	\$ 3,577,469	\$ 3,699,734
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 1,607,643	\$ 1,639,796	\$ 1,672,592
Classified Salaries 2000-2999	\$ 147,429	\$ 150,378	\$ 153,385
Employee Benefits 3000-3999	\$ 673,228	\$ 695,177	\$ 715,801
Books and Supplies 4000-4999	\$ 240,030	\$ 244,831	\$ 249,727
Services, Other Operating Expenses 5000-5999	\$ 349,612	\$ 356,604	\$ 361,201
Capital Outlay 6000-6999	\$ 220,622	\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -	\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ 623,087	\$ 5,444	\$ 5,444
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 3,861,651	\$ 3,092,229	\$ 3,158,150
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (431,248)	\$ 485,240	\$ 541,584
BEGINNING FUND BALANCE 9791	\$ 831,514	\$ 400,266	\$ 885,506
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 400,266	\$ 885,506	\$ 1,427,090
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ -	\$ 241,565	\$ 241,565
Restricted Amounts 9740	\$ 194,214	\$ 98,481	\$ 1,724
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 154,466	\$ 112,115	\$ 114,711
Unassigned/Unappropriated Amount 9790	\$ 51,586	\$ 433,345	\$ 1,069,090

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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Marysville Joint Unified School District - MCAA Charter School
MUTA**I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

		2016-17	2017-18	2018-19
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 3,861,651	\$ 3,092,229	\$ 3,158,150
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 3,861,651	\$ 3,092,229	\$ 3,158,150
d.	State Standard Minimum Reserve Percentage for this District Enter percentage →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 115,850	\$ 92,767	\$ 94,745

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 154,466	\$ 112,115	\$ 114,711
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 51,586	\$ 433,345	\$ 1,069,090
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 206,052	\$ 545,460	\$ 1,183,801
f.	Reserve for Economic Uncertainties Percentage	5.34%	17.64%	37.48%

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

2016-17

Yes

☒

No

☐

2017-18

Yes

☒

No

☐

2018-19

Yes

☒

No

☐

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

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Public Disclosure of Proposed Collective Bargaining Agreement
Marysville Joint Unified School District - MCAA Charter School
MUTA

Page 7

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 68,366
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (68,366)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ -
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (68,366)

Variance \$ -

Variance Explanation:

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ (362,883)	(9.6%)	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (431,248)	(11.2%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 485,240	15.7%	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 541,584	17.1%	

Deficit Reduction Plan (as necessary):

Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd

7. Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 9a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

MUTA

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)

	Prior Year	2016-17	2017-18	2018-19
a. LCFF Funding per ADA	9,233.00	9,858.00	10,011.00	10,444.00
b. Amount Change from Prior Year Funding per ADA		625.00	153.00	433.00
c. Percentage Change from Prior Year Funding per ADA		6.77%	1.55%	4.33%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		68,365.84	-	-
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		4.37%	0.00%	0.00%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		Within	-	-

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K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Marysville Joint Unified School - MCAA District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2016 to June 30, 2017.

Board Actions

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

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	68,366
\$	(68,366)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	-
\$	-

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

☒ I hereby certify ☐ I am unable to certify

Gay Todd
District Superintendent
(Signature)

5-12-17
Date

☒ I hereby certify ☐ I am unable to certify

RL
Chief Business Official
(Signature)

5/12/17
Date

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

Marysville Joint Unified School District - MCAA Charter School

MUTA

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

Concerns regarding affordability of agreement in subsequent years (if any):

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

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L. CERTIFICATION NO. 2

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

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB-1200 and Government Code Sections 3540.2(a) and 3547.5.

Marysville Joint Unified School District

District Name

**District Superintendent
(Signature)**

Ryan DiGiulio

Contact Person

Date

530-749-6114

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on May 23, 2017, took action to approve the proposed agreement with the MUTA Bargaining Unit(s).

**President (or Clerk), Governing Board
(Signature)**

Date

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



**California
School
Employees
Association**

8217 Auburn Boulevard
Citrus Heights, CA 95610

(916) 725-1188
(800) 582-7314
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(AEO)

May 4, 2017

Gay Todd, Superintendent
Marysville Joint Unified School District
1919 B St.
Marysville, CA 95901

RE: CSEA Public Notice Letter – Initial Proposal 2016-2017

Dear Superintendent Todd:

Pursuant to Government Code Section 3547, the California School Employees Association, and its Marysville Preschool/Daycare Chapter #648 (CSEA) hereby present the attached Initial Proposal for the 2016-17 year.

Article 10 Employ Health and Welfare Benefits

CSEA proposes an increase to the District's Contribution to mitigate out of pocket cost to members.

Article 11 Salary

CSEA proposes a fair and equitable salary increase.

Article 16 Duration of Agreement

CSEA proposes a new term for the Successor Agreement, this term would be in effect from on or after July 1, 2017 through June 30, 2020; with reopeners for 2018-19 the 2019-2020 school years.

New Article Holidays

CSEA proposes a new article that would include the holidays that are consistent with all other bargaining units within the District.

In order to comply with public notice requirements, please present CSEA's Initial Proposal at the next scheduled School Board Meeting. After completion of public notice requirements by CSEA and the School, CSEA is prepared to meet and begin negotiations.

If there are any questions regarding this notice, please feel free to contact me directly either at 916-727-7323 or tmalsack@csea.com.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Theresa Malsack
Labor Relations Representative

c: Field Director; Area A Director; Regional Representative #44; Chapter President #648; Ramiro Carreón, Assistant Superintendent of Personnel Services; File

240

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Ramiro
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**INITIAL PROPOSAL
of the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
to the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION #648
for
2016-2017 School Year**

The Marysville Joint Unified School District ("District") and the California School Employees Association Chapter #648 ("CSEA648") are parties to an agreement, which expired June 30, 2015. Pursuant to Article I, Reopeners are:

Total Compensation Package Including:

- 1) ARTICLE 10: Health and Welfare Benefits
- 2) ARTICLE 11: Salary

In addition, the District reopens on the following articles:

- ARTICLE 4: Hours and Overtime
- ARTICLE 16: Duration of Agreement



California
School
Employees
Association

8217 Auburn Boulevard
Citrus Heights, CA 95610

(916) 725-1188
(800) 582-7314
FAX: (916) 725-3735

www.csea.com

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The nation's largest
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employee association



May 4, 2017

Gay Todd, Superintendent
Marysville Joint Unified School District
1919 B St.
Marysville, CA 95901

MJUSD
Personnel Dept

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Ramiro
MJUSD SUPT OFFICE

MAY 08 2017

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RE: CSEA Public Notice Letter – Initial Proposal 2016-2017

Dear Superintendent Todd:

Pursuant to Government Code Section 3547, the California School Employees Association, and its Marysville Chapter #326 (CSEA) hereby present the attached Initial Proposal for the 2016-17 year.

Article 10: HEALTH AND WELFARE BENEFITS

CSEA proposes a fair and equitable increase to the District's Contribution.

Article 11: SALARY

CSEA proposes a fair and equitable salary increase.

In order to comply with public notice requirements, please present CSEA's Initial Proposal at the next scheduled School Board Meeting. After completion of public notice requirements by CSEA and the School, CSEA is prepared to meet and begin negotiations.

If there are any questions regarding this notice, please feel free to contact me directly either at 916-727-7323 or tmalsack@csea.com.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Theresa Malsack
Labor Relations Representative

c: Field Director; Area A Director; Regional Representative #44; Chapter President #326; Ramiro Carreón, Assistant Superintendent of Personnel Services; File

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**INITIAL PROPOSAL
of the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
to the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION #326
for
2016-2017 School Year**

The Marysville Joint Unified School District (“District”) and the California School Employees Association Chapter #648 (“CSEA326”) are parties to an agreement, which expired June 30, 2015. Pursuant to Article I, Reopeners are:

Total Compensation Package Including:

- 1) ARTICLE 10: Health and Welfare Benefits
- 2) ARTICLE 11: Salary

In addition, the District reopens on the following articles:

- ARTICLE 4: Hours and Overtime
- ARTICLE 13: Staff Development – Para Educators
- ARTICLE 19: Duration of Agreement