

**Lindhurst High School**  
**Presentation to the Board of Trustees**  
**9/13/16**

The first days of the 2016-17 school year have been charged with energy, focus, and vigor. This summer was a huge summer of rebuilding and expanding our programs.

With the gasline and quad project, the face of our school has been transformed. Students came back to a campus that had a redesigned quad with a new stage, a new shade structure, all new concrete, new paths of travel that previously had been just dirt, and new landscaping with close to a thousand new plants and trees. As I watched students get off the bus and explore the campus early that first day of school, most students had their phones out taking videos of their new campus. The campus has a completely different feel, and the staff and students love it!

Change was not limited to the exterior of the campus. Through various grants and with a tremendous amount of support from the Maintenance Department, our CTE programs are expanding and enhancing. With the addition of culinary last year, we completed phase two of the kitchen upgrade. We now have an industry standard classroom where the students can learn and work in an environment and with equipment they would be using in a culinary career. In the spring, we are working with Yuba College to offer both baking and Culinary Arts as a class on campus so our students can take advantage of dual enrollment. With a tremendous amount of care and craftsmanship from the Maintenance Department, we were able to renovate a classroom and turn it into our media production studio. Again, this allows our students to learn and work in an environment that is on par with industry standard equipment and setting thus giving the students every advantage if they decide to pursue the career of visual media/broadcasting. In the area of metal joining, we now have 18 new welding booths with new equipment. Each booth is now equipped with Mig, Tig, and stick welding allowing students to full access of learning. We are also in the process of our instructor becoming able to industry certify students on various welds. This certification allows the students to go directly to local trade unions or employers verifying that they are job ready in those specific areas. We are also working with Yuba College to offer a dual enrollment welding class as well and next year we are looking to add intro to engineer/3D printing to sequence into the Engineer 10 class Yuba College currently offers here at Lindhurst High School.

This is also our WASC review year scheduled for April 3-4, 2017. The review will consist of visiting committee members who did our previous WASC. We have been working diligently over the past several years on our areas of improvement and are anxious to show the team what we have done.

In other academic arenas, last year we added an addition advanced placement course, Psychology. Students are finding that to be a great class that is exceptionally rigorous. Our other batter of advanced placement courses remains strong. In reviewing our CASPP, we are working on strengthening up our Integrated Math program. The transition from Traditional to Integrated Math is a big one and we are building in support classes to better prepare our students for the rigor of Integrated Math.

To sum it up, Lindhurst High School is at a very good point. Through the efforts of the Facilities and Maintenance Departments, our campus is being rebuilt or even reborn. The staff and students are showing a tremendous amount of pride for our school. This looks to be an amazing year!

1



Approved by the Board of Trustees at the \_\_\_\_\_ board meeting.

# Request Form for New Course and/or Textbook(s)/Materials(s)

- Change of Text
- Add as a Supplement
- Existing textbook/reordering [Currently not listed on textbook list]
- Text for New Course
- English Learners/Comite' Compliance
- NEW COURSE: \_\_\_\_\_

For use beginning with the semester of:  Fall  Spring Year 2016

This form will provide the Board of Trustees, administration, and teachers an overview of the strengths this proposed textbook(s)/material(s) will support a particular course.

Textbook(s)/Material(s) Title Avancemos! Spanish 3

Author Estella Gabala Publisher Holt Mc Dougal

Copyright 2010 Price \$ 97.00 ISBN # 10 0554025337

School Lindhurst High Teacher/Department Requesting Maria Lamas/Fine Arts

Funding Source LCFF / LCAP Grade Level(s) 9-12

Title of Course/Subject Spanish 3

Course Description(s) Covered Third year Spanish

Projected # of books to be ordered: 40

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EDUCATIONAL SERVICES

Does this textbook(s)/material(s) cover the content standards?  
 Yes, thorough coverage/alignment  
 Yes, moderate coverage/alignment

Will this textbook(s)/material(s) be used at all MJUSD high schools?  Yes  No

If no, why not? \_\_\_\_\_

Has the decision to request this textbook(s)/material(s) been discussed by all MJUSD high schools?  Yes  No

If no, why not? \_\_\_\_\_

Are there sections and/or passages in the textbook(s)/material(s) a parent/guardian or student may find objectionable?  Yes  No

If yes, explain in detail: (Violence: How much? What kind? (guns, fighting, knives, swords, etc./Profanity: sexual expressions, inappropriate verbiage and/or innuendoes, etc. \_\_\_\_\_)

Please contact Geu Thao (749-6161) if you have any questions or need assistance.

List Major Content Standard(s) Covered:

Example:

Reading/Language Arts -

Gr. 9: Literary Response and Analysis: 3.3, 3.6, 3.10

Writing Strategies: 1.1, 1.5, 1.7, 1.8

History-Social Science -

Grade 12: Principles of American Democracy: 12.1 - #1, #2, #6

Principles of Economics: 12.2 - #2, #3, #8, #10

1.2 Understand language  
1.3 Present information  
2.1 Practices and perspectives  
3.2 Acquire information  
4.2 Compare cultures

Prerequisites/Guidance Information:

Graduation Requirement:

Yes  No

UC/CSU Credit:

Yes  No

Is this an elective class?

Yes  No

Course Length One year Credits 10

Additional comment(s) teacher/department would like to express in support of their decision to choose the proposed textbook(s) or basic learning material(s)

I hereby verify the textbook(s)/material(s):

- meets the legal compliance requirements of Education Code Sections 60040-60047,
- supports MJUSD standards for this course, and
- meets the intent of Board Policy 6205.

Department Chairperson: Maria E Lamas

5-5-16  
Date

Principal Approval: [Signature]  
[Signature] Principal

5/5/16  
8/9/16  
Date

Approval: [Signature] 9/1/16  Approved  Denied  
 Lennie Tate, Executive Director of Educational Services Date

[Signature] Spanish Dept. Chair  
William M. Lyons

7/14/05  
revised 4/10/14

Includes Purchase Orders dated 08/01/2016 - 08/31/2016

Board Meeting Date September 13, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Abe Lincoln (50)</b>				
P17-00621	WAL-MART COMMUNITY BRC	ABL Classroom Supplies	01-4300-1100	1,000.00
P17-00622	OFFICE DEPOT B S D	ABL Classroom Supplies	01-4300-1100	2,000.00
P17-00623	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT M.I.S. Supplies		01-4300-1100	300.00
<b>Total Location</b>				<b>3,300.00</b>
<b>Location Accounting/Payroll (103)</b>				
P17-00596	VERIZON WIRELESS	16-17 DISTRICT PHONE SERVICE-CELL PHONE	01-5940-0000	12,000.00
P17-00666	SCHOOL SERVICES OF CALIFORNIA	SCHOOL FINANCE 2016 BOOK	01-4300-0000	80.57
P17-00739	IMAGE ONE CORPORATION	RocketSCAN Software and Forms	01-4300-0000	870.75
<b>Total Location</b>				<b>9,658.00</b>
<b>Total Location</b>				<b>22,609.32</b>
<b>Location After School Program (107)</b>				
P17-00636	OFFICE DEPOT B S D	MCK and YGS STARS Open PO	01-4300-6010	1,000.00
P17-00759	WAL-MART COMMUNITY BRC	YGS and MCK supplies ASEs	01-4300-6010	2,500.00
<b>Total Location</b>				<b>3,500.00</b>
<b>Location Arboga Elementary (01)</b>				
P17-00583	TROXELL COMMUNICATIONS INC	ARB Short Throw Projectors	01-4410-3010	2,408.00
P17-00588	Best Rubber Mulch	Rubber Mulch	01-4300-1100	2,819.52
P17-00589	SCHOOL SPECIALTY	Picnic Tables	01-4410-0004	4,007.56
P17-00607	UNITED BUILDING CONTRACTORS, INC.	Demo of Wall	01-5801-1100	1,515.83
P17-00615	OFFICE DEPOT B S D	Classroom 5299 open po	01-4300-0003	5,000.00
P17-00619	OFFICE DEPOT B S D	Classroom lottery open po	01-4300-1100	1,000.00
P17-00727	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Supplies/PRESTON	01-4300-0003	235.36
P17-00733	WALKER'S OFFICE SUPPLIES	Teacher Chair/O'ROURKE	01-4300-1100	513.85
P17-00876	AMAZON.COM	Supplies/PRESTON	01-4300-0003	36.36
P17-00877	HARBOR FREIGHT TOOLS	Supplies/PRESTON	01-4300-1100	223.22
P17-00878	AMAZON.COM	Supplies/LAGORIO	01-4300-0003	65.51
P17-00918	RENAISSANCE LEARNING, INC	ARB AM Renewal 16-17 SY	01-5801-0003	2,100.00
<b>Total Location</b>				<b>19,925.21</b>
<b>Location Browns Valley Elementary (03)</b>				
P17-00613	OFFICE DEPOT B S D	Classroom	01-4300-1100	750.00

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Page 1 of 17

Includes Purchase Orders dated 08/01/2016 - 08/31/2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Browns Valley Elementary (03) (continued)</b>				
P17-00614	Jones School Supply Co., Inc.	Jones	01-4300-1100	319.95
P17-00660	Concepts Furnishings	BVS Student Chairs	01-4300-1100	653.37
P17-00720	Jones School Supply Co., Inc.	Jones	01-4300-1100	65.88
P17-00790	TROXELL COMMUNICATIONS INC	BVS Elmo Adapter	01-4300-0004	41.93
P17-00882	OFFICE DEPOT B S D	Cables	01-4300-0003	72.18
			<b>Total Location</b>	<b>1,903.31</b>
<b>Location Business Services (106)</b>				
P17-00594	PFM Group	Arbitrage Rebate Compliance Services	01-5801-0000	3,000.00
P17-00634	THE OMNI GROUP (TPA)	403B & 457B 2016-2017	01-5801-0000	8,621.00
P17-00785	WALKER'S OFFICE SUPPLIES	Printer Stand	01-4300-0000	256.93
P17-00802	HUNTLEY-SHEEHY INSURANCE	Flood Insurance Arboga Class #9	01-5450-0000	1,169.00
P17-00889	SCHOOLS INSURANCE GROUP-WC	SIG Annual Final Adjustment Invoice 2015-2016	77-9506-	83,219.26
			<b>Total Location</b>	<b>96,266.19</b>
<b>Location Categorical (203)</b>				
P17-00752	Camaster, Inc.	MHS WOOD MARTINEZ	01-5801-3550	1,995.00
P17-00753	Camaster, Inc.	LHS WOOD MCCULLOUGH	01-5801-3550	1,995.00
P17-00843	VERIZON WIRELESS	Samsung Convoy 4 Ami Hill (New Line)	01-4300-6387	14.40
P17-00895	SMS TECH SOLUTIONS	Adobe InDesign for Jami	01-5801-0003	169.85
			<b>Total Location</b>	<b>4,174.25</b>
<b>Location Cedar Lane Elementary (05)</b>				
P17-00620	DISCOVERY EDUCATION	Discovery	01-5801-0003	2,600.00
P17-00645	THE TRAVELING LANTERN	Assembly	01-5801-1100	495.00
P17-00659	WAL-MART COMMUNITY BRC	Office	01-4300-1100	5,000.00
P17-00675	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0003	3,000.00
P17-00680	OFFICE DEPOT B S D	Admin.	01-4300-1100	306.36
P17-00706	Tangible Play, Inc.	CLE Osmo software	01-4300-0003	682.63
P17-00845	AMAZON.COM	Jill	01-4300-0003	90.82
P17-00846	MUSICIAN'S FRIEND	Music	01-4300-0004	213.93
P17-00848	J.W. PEPPER & SON, INC	Music	01-4300-0004	115.88
P17-00875	WAL-MART COMMUNITY BRC	ED Room	01-4300-6500	1,249.00

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Location Cedar Lane Elementary (05) (continued)				
P17-00891	BRAIN POP	Office	01-5801-0003	2,840.00
<b>Total Location</b>				<b>16,593.62</b>

Location Charter Academy For Fine Arts (42)

P17-00612	FROGG TOGGS	Rain Jacket - Security	09-4300-1100	80.61
P17-00630	MACMILLAN PUBLISHING COMPANY ATTN: ORDER SERVICE	Supplies - McDavid-Morgan	09-4100-0000	3,675.52
P17-00632	APPLE COMPUTER INC	Supplies - Mathews	09-4300-0000	84.93
P17-00725	DICK BLICK COMPANY	Supplies - Dornfeld	09-4300-0000	405.55
P17-00726	Homecourt Publishers, LLC	Membership	09-5310-0000	399.00
P17-00736	Follett School Solutions, Inc.	Supplies - Yocum	09-4100-0000	1,149.39
P17-00808	WAL-MART COMMUNITY BRC	Supplies - Rooms 17 & 18	09-4300-0000	500.00
P17-00809	AMAZON.COM	Adjustable Desk	09-4300-0000	424.63
P17-00817	Follett School Solutions, Inc.	Supplies - Tejada	09-4100-0000	1,054.58
P17-00842	AMAZON.COM	Supplies - McDowell	09-4300-0000	34.54
P17-00864	TROXELL COMMUNICATIONS INC	MCAA Elmo Barerra	09-4410-0000	629.75
P17-00865	CDW-G COMPUTER CENTER	MCAA Aruba Access Points Rm 17 & 19	09-4410-0000	1,529.85
P17-00880	FISHER SCIENTIFIC	Supplies - Science Dept.	09-4300-0000	148.65
P17-00881	MUSIC THEATRE INTERNATIONAL	Royalty Fees	09-5801-0000	1,295.37
P17-00890	NWN CORPORATION	MCAA Toner	09-4300-0000	1,145.41
P17-00901	PETE'S MUSIC & ACCORDIAN CENTER	Supplies - Strings	09-4300-0000	500.00
P17-00919	MUSIC THEATRE INTERNATIONAL	Royalty Fees	09-5801-0000	2,542.37
P17-00929	US MARKERBOARD	Mats	09-4320-0000	174.81
P17-00942	AMAZON.COM	Supplies - Music	09-4300-0000	14.18
P17-00948	SHALISA SCHARGUS	Dance Instruction	09-5801-0000	38,000.00
P17-00949	KRISTIN R. VANDER PLOEG	Dance Assistant	09-5801-0000	18,000.00
P17-00950	ROBERT L VANDER PLOEG	Marital Arts Instruction	09-5801-0000	17,000.00
<b>Total Location</b>				<b>88,789.14</b>

Location Child Development (51)

P17-00590	AMAZON.COM	Olivehurst Pre RM C Marci Dena	12-4300-6105	18.36
P17-00698	DEPT OF SOCIAL SERVICES COM.CARE LIC/LIC.FEE CLERK	Child Development	12-5801-6105	3,267.00
P17-00701	APPLE COMPUTER INC	Child Development MacBook Pro	12-4410-6105	2,475.43

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Child Development (51) (continued)</b>				
P17-00734	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Yuba Feather Pre Supplies Rhonda Lococo	12-4300-6105	2,694.81
P17-00847	KAPLAN SCHOOL SUPPLY	Linda Pre Supplies Rm 302 Linda Duenas	12-4300-6105	514.32
P17-00884	HATCH COMPANY	Covillaud Pre Supplies Griselda M Rm A	12-4300-6105	156.80
P17-00885	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Pre Supplies Rm A Griselda Madrid	12-4300-6105	59.13
P17-00896	NATIONAL WILDLIFE FEDERATION	EMCC Subscription Carmen Garcia	12-4300-9010	19.95
P17-00897	NATIONAL WILDLIFE FEDERATION	MCC Subscription Bernie Ridgeway	12-4300-9010	19.95
<b>Total Location</b>			<b>9,225.75</b>	
<b>Location Community Day School (54)</b>				
P17-00616	WAL-MART COMMUNITY BRC	MCDS	01-4300-1100	1,500.00
P17-00617	OFFICE DEPOT B S D	MCDS Classroom Supplies	01-4300-1100	2,250.00
<b>Total Location</b>			<b>3,750.00</b>	
<b>Location Cordua Elementary (07)</b>				
P17-00676	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0003	200.00
<b>Location Covillaud Elementary (09)</b>				
P17-00640	OFFICE DEPOT B S D	COV Classroom supplies	01-4300-0003	1,000.00
P17-00641	OFFICE DEPOT B S D	Classroom 5299 Open PO	01-4300-0003	2,500.00
P17-00647	OFFICE DEPOT B S D	Misc. supplies	01-4300-1100	33.21
P17-00731	OFFICE DEPOT B S D	Misc supplies	01-4300-9010	44.07
P17-00757	US MARKERBOARD	Mats	01-4300-1100	58.60
P17-00792	GOVCONNECTION, INC.	Replacement bulbs/COV	01-4320-1100	412.48
P17-00819	OFFICE DEPOT B S D	COV Admin supplies	01-4300-0003	1,004.31
P17-00888	OFFICE DEPOT B S D	COV Admin supplies	01-4300-1100	38.55
P17-00943	CDW-G COMPUTER CENTER	COV HP Chromebooks	01-4300-1100	95.01
<b>Total Location</b>			<b>10,265.00</b>	
<b>Total Location</b>			<b>15,451.23</b>	
<b>Location Edgewater Elementary (12)</b>				
P17-00635	AMAZON.COM	OFFICE	01-4300-1100	42.80
P17-00637	OFFICE DEPOT B S D	CLASSROOM	01-4300-1100	2,000.00
P17-00638	OFFICE DEPOT B S D	ADMIN	01-4300-1100	1,500.00

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Board Meeting Date September 13, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Edgewater Elementary (12) (continued)</b>				
P17-00710	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Haresh 5th Grade	01-4300-0003	1,694.14
P17-00711	REALLY GOOD STUFF	McCall First Grade	01-4300-1100	174.37
P17-00732	AMAZON.COM	First Grade Covert	01-4300-0003	30.06
P17-00912	AMAZON.COM	First Grade McCall	01-4300-0003	34.59
P17-00913	CDW-G COMPUTER CENTER	EDG Chromebooks	01-4300-0003	5,748.40
P17-00914	TROXELL COMMUNICATIONS INC	Chromebook Cart	01-4410-0003	1,424.38
P17-00915	CDW-G COMPUTER CENTER	EDG 14" Chromebooks	01-4300-0003	1,780.05
			<b>Total Location</b>	<b>14,428.79</b>
<b>Location Ella Elementary (13)</b>				
P17-00618	WAL-MART COMMUNITY BRC	PO Walmart	01-4300-1100	500.00
P17-00951	OFFICE DEPOT B S D	Office Depot Req.	01-4300-1100	100.00
			<b>Total Location</b>	<b>600.00</b>
<b>Location Facilities (66)</b>				
P17-00681	Capitol Energy Systems	Thermostats / Licensing MS, Prop39	01-4410-6230	73,904.48
P17-00688	UNION LUMBER COMPANY	Facilities	01-4300-0000	500.00
P17-00689	FEDERAL EXPRESS CORP	FACILITIES/2016-2017 S.Y	01-5910-0000	350.00
P17-00690	OFFICE DEPOT B S D	Facilities	01-4300-0000	2,500.00
P17-00780	SIGNATURE REPROGRAPHICS	8171 Lindhurst HVAC INC 2	01-5890-0010	75.82
P17-00806	Kiz Construction	Olivehurst SDC Wall Opening	01-5801-3386	6,800.00
P17-00851	APPEAL DEMOCRAT	8171: Legal Notice	01-5890-0010	2,545.68
			<b>Total Location</b>	<b>86,675.98</b>
<b>Location Foothill Intermediate (35)</b>				
P17-00605	CDW-G COMPUTER CENTER	FHS Laptop	01-4410-3010	942.27
P17-00693	SCHOLASTIC	Reading Class	01-4300-0003	248.92
P17-00694	SCHOLASTIC	Reading Class	01-4300-0003	1,015.57
P17-00746	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS /Shady Creek		01-5890-9010	7,050.00
P17-00761	AMAZON.COM	rm 13	01-4300-1100	24.93
P17-00893	AMAZON.COM	FHS	01-4300-0004	37.46
P17-00920	OFFICE DEPOT B S D	FHS	01-4300-0003	500.00
P17-00921	OFFICE DEPOT B S D	fhs	01-4300-1100	500.00

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Page 5 of 17

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Grounds (65)</b>				
P17-00709	TWIN CITIES TREE SERVICE	GROUNDS/MHS	01-5801-0000	999.00
P17-00744	Ledbetter Electric	GROUNDS/FOOTHILL PROJECT	01-5641-0000	764.75
P17-00748	Applied Landscape Materials	65	01-5801-0000	5,602.50
P17-00830	CONSOLIDATED ELECTRICAL	GROUNDS/FOOTHILL PROJECT	01-4300-0000	187.83
P17-00831	BI-COUNTY IRRIGATION, INC	GROUNDS/FOOTHILL PROJECT	01-4300-0000	23.88
<b>Total Location</b>				<b>10,319.15</b>
<b>Location Instruction (IMC) (110)</b>				
P17-00582	Pearson Education	AP US Government and Politics LHS	01-4100-0004	5,891.98
P17-00593	Follett School Solutions, Inc.	Pacemaker Health and Careers for CDS	01-4100-6300	2,079.48
P17-00595	Pearson Education	AP US Government and Politics MHS	01-4100-0004	13,093.30
P17-00606	CDW-G COMPUTER CENTER	500 GB CPU	01-4410-0000	668.65
P17-00610	OFFICE DEPOT B S D	Ed Services Stamp	01-4300-0000	65.98
P17-00722	SCHOOL SERVICES OF CALIFORNIA	School Funding and Accountability in CA	01-4300-0000	80.20
P17-00793	Follett School Solutions, Inc.	Ed Services Books	01-4100-6300	12,187.15
P17-00927	LogicLoft, LLC	Evaluat'd	01-5801-4035	800.00
<b>Total Location</b>				<b>34,866.74</b>
<b>Location Johnson Park Elementary (15)</b>				
P17-00775	WAL-MART COMMUNITY BRC	Office Supplies	01-4300-1100	500.00
P17-00776	OFFICE DEPOT B S D	Office Supplies	01-4300-1100	500.00
<b>Total Location</b>				<b>1,000.00</b>
<b>Location Kynoch Elementary (17)</b>				
P17-00673	OFFICE DEPOT B S D	Classroom Supplies	01-4300-1100	4,500.00
P17-00704	Beach Hut Deli	Staff Meeting Lunch	01-4300-1100	500.00
P17-00705	Courthouse Cafe	Staff Meeting Lunch	01-4300-1100	627.41
P17-00820	NAESP	Mrs. Huerta, Magazine subscription	01-4300-1100	150.00
P17-00821	Scholastic, Inc. Magazines	Scholastic News Orders. Rm 14	01-4300-1100	136.13
P17-00822	AMAZON.COM	SUPPLY CABLES	01-4300-1100	113.84
P17-00827	The Brick Coffee House Cafe	FOOD FOR EVENTS	01-4300-1100	524.06
P17-00836	BSN SPORTS	P.E. SUPPLIES	01-4300-1100	643.17

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9

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Kynoch Elementary (17) (continued)</b>				
P17-00837	TOLEDO PHYSICAL ED SUPPLY	P.E. SUPPLIES	01-4300-1100	155.58
P17-00874	MCGRAW-HILL SCHOOL EDUCATION	MUSIC SUPPLIES RM 35	01-4300-0004	2,783.00
			01-4300-1100	171.67
			<b>Total Location</b>	<b>10,304.86</b>
<b>Location Linda Elementary (19)</b>				
P17-00735	AMAZON.COM	smart moves 2 audio cd	01-4300-0003	16.94
P17-00763	GREENFIELD LEARNING, INC	MULTIMEDIA SYSTEMS FOR TRAIN. Lexia renewal	01-5801-0003	9,350.00
P17-00786	OLIVER WORLDCLASS LABS	Smartboard Pens & Eraser	01-5451-0000	31.13
P17-00787	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Carpet and CD Player	01-5451-0000	600.91
P17-00867	CDW-G COMPUTER CENTER	LIN Chromebooks	01-5451-0000	1,642.40
P17-00868	CDW-G COMPUTER CENTER	Laptop	01-5451-0000	942.27
P17-00869	APPLE COMPUTER INC	iPad Air 2	01-5451-0000	820.85
			<b>Total Location</b>	<b>13,404.50</b>
<b>Location Lindhurst High (43)</b>				
P17-00597	CONSOLIDATED ELECTRICAL	Material for LHS Media	01-4300-6387	80.17
P17-00624	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	LHS WELD	01-4300-9023	87.61
P17-00625	CONSOLIDATED ELECTRICAL	LHS WELD	01-4300-9023	153.63
P17-00626	UNION LUMBER COMPANY	LHS WELD	01-4300-9023	236.52
P17-00629	CONSOLIDATED ELECTRICAL	LHS WELD	01-4300-9023	927.63
P17-00671	J.W. WOOD COMPANY, INC	Faucets	01-4300-0004	512.75
P17-00678	CENGAGE LEARNING	LHS Core Text	01-4100-6387	6,804.75
P17-00699	CASCADE ATHLETIC SUPPLY CO.	Classroom Supplies/Ehrke	01-4300-0004	2,626.13
P17-00713	WAL-MART COMMUNITY BRC	Greco	01-4300-1100	500.00
P17-00715	AMAZON.COM	Classroom Supplies/Ehrke	01-4300-1100	2,214.90
P17-00719	Wolfram Research Inc.	Math Software	01-5801-0003	4,995.00
P17-00721	AMAZON.COM	Classroom Supplies - Abbott	01-4300-0003	42.98
P17-00723	BI-COUNTY IRRIGATION, INC	LHS AGR MOSS	01-6491-3550	6,696.70
P17-00745	THE COLLEGE BOARD-WRO	SpringBoard	01-4200-0004	2,791.65
P17-00750	eReplacementParts.com	Classroom Supplies/McCullough	01-4300-0003	257.63
P17-00754	ADA BADMINTON & TENNIS	Athletic Supplies	01-4300-0000	963.20

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001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Aug 31 2016 4:14PM

ESCAPE

ONLINE  
Page 7 of 17

10

Includes Purchase Orders dated 08/01/2016 - 08/31/2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Lindhurst High (43) (continued)</b>				
P17-00758	TRACTOR SUPPLY COMPANY	LHS ORNA/HORT BURDEN	01-4300-3550	616.87
			01-4410-3550	3,238.73
P17-00781	CIF SAC-JOQUIN SECTION	CIF Sac Joaquin Section Dues	01-5310-0000	1,018.80
P17-00782	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	LHS MEDIA SPANGLER	01-4300-6387	225.03
P17-00791	GOVCONNECTION, INC.	LHS Bulbs	01-4300-0003	787.45
P17-00795	ULINE.COM	Tilt Trucks	01-4410-0000	2,515.08
P17-00807	American Hydroponics	LHS ORNA/HORT BURDEN	01-4410-3550	2,146.45
P17-00810	AMAZON.COM	Classroom Supplies/Spangler	01-4300-0004	847.78
P17-00811	AMAZON.COM	Classroom Supplies/Sleigh	01-4300-0003	224.98
P17-00828	NWN CORPORATION	LHS 3D Printing	01-4300-6387	245.10
			01-4410-6387	915.90
P17-00829	CDW-G COMPUTER CENTER	LHS 3D Printing	01-4300-6387	343.46
P17-00839	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	LHS MEDIA SPANGLER	01-4300-6387	16.30
P17-00849	AMAZON.COM	Classroom Supplies/Fritzinger	01-4300-0003	68.71
P17-00873	Printbot, Inc.	LHS 3D Printing	01-4300-6387	1,043.11
			01-4410-6387	2,327.34
P17-00911	WESTERN ASSOC OF SCHOOLS	WASC	01-5310-1100	920.00
P17-00930	AMAZON.COM	Classroom Supplies	01-4300-0003	104.12
P17-00936	Houghton Mifflin Harcourt	LHS Avancemos 1 & 2	01-4100-0004	10,903.70
P17-00939	Chico Ceramics Center, LLC	Classroom Supplies	01-4300-1100	500.00
P17-00940	CIRCUIT SOLUTION, INC	CTE LHS AG	01-4300-9023	572.98
P17-00941	PTM Document Systems	Report Card Forms	01-4300-1100	1,018.75
P17-00944	PLATT ELECTRIC SUPPLY	CTE LHS WELD	01-4300-9023	94.78
P17-00945	GRAINGER	CTE LHS WELD	01-4410-9023	2,388.54
P17-00946	UNION LUMBER COMPANY	CTE LHS WELD	01-4300-9023	39.45
P17-00947	SCHOOL SPECIALTY	Classroom Supplies	01-4300-1100	8.19
<b>Total Location</b>				<b>63,022.85</b>
<b>Location Loma Rica Elementary (21)</b>				
P17-00841	AMAZON.COM	Supplies	01-4300-0004	62.84
P17-00844	AMAZON.COM	Custodial Supplies	01-4320-0000	35.29

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001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Aug 31 2016 4:14PM

ESCAPE

ONLINE  
Page 8 of 17

Includes Purchase Orders dated 08/01/2016 - 08/31/2016

Board Meeting Date September 13, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Loma Rica Elementary (21) (continued)				
P17-00892	AMAZON.COM	Library Books	01-4200-9010	679.06
			<b>Total Location</b>	<b>777.19</b>
Location Maintenance (63)				
P17-00603	Carpet II Inc. DBA Premier Floors	Linda-Carpet Tiles/Rm. 10, 13, P7	01-5801-8150	12,378.64
P17-00604	SLAKEY BROS	MAINTENANCE/YG-OLIVEHURST	01-4410-8150	5,143.88
P17-00691	MESCHER DOOR COMPANY	MAINTENANCE/WAREHOUSE	01-5641-8150	132.00
P17-00702	SLAKEY BROS	MAINTENANCE/KYNOCH RM #16	01-4410-8150	2,419.10
P17-00703	YUBA CITY SCRAP & STEEL	MAINTENANCE 2016/2017	01-4300-8150	2,000.00
P17-00712	NORTH VALLEY BARRICADE & SAFET	MAINTENANCE	01-4300-8150	182.75
P17-00714	Kiz Construction	MAINTENANCE/LHS OFFICE	01-5801-8150	1,800.00
P17-00730	Buttacavoli Window & Door	MAINTENANCE/DISTRICT OFFICE	01-5801-8150	8,336.30
P17-00773	KIMBALL MIDWEST	MAINTENANCE SHOP	01-4450-8150	10,318.75
P17-00823	GEARY PACIFIC SUPPLY	MAINTENANCE/ROOM M-1	01-4410-8150	3,079.99
P17-00824	THE HOSE SHOP	MAINTENANCE	01-5642-8150	59.89
P17-00825	RB SPENCER	MAINTENANCE	01-4300-8150	41.55
P17-00826	W.V. ALTON	MAINTENANCE	01-5801-8150	148.75
P17-00832	CARPET CLEARANCE CENTER	MAINTENANCE/ARBOGA RR	01-4300-8150	14.24
P17-00833	L & H AIRCO	MAINTENANCE/MULTI SITE	01-5801-8150	1,692.50
P17-00834	RB SPENCER	MAINTENANCE/YUBA GARDENS	01-4300-8150	41.55
			<b>Total Location</b>	<b>47,789.89</b>
Location Marysville High (45)				
P17-00584	AMAZON.COM	Chemistry Textbooks	01-4100-0004	1,879.17
P17-00585	AMAZON.COM	Chemistry Books - Teacher Ed.	01-4100-0004	95.68
P17-00587	AMAZON.COM	US History, World History, Physics Books	01-4100-0004	2,921.63
P17-00591	SCHOOL OUTFITTERS ATTN: SHARON WILSON	MHS ROP Small Bus KHAN	01-4300-3550	2,898.15
P17-00592	GOVCONNECTION, INC.	Xerox Printer Farrah	01-4410-3550	500.15
P17-00627	NASCO	Easels MHS ROP Small Business Khan	01-4300-3550	804.92
P17-00628	AMAZON.COM	3D Printer and HP Sprout Farrah	01-4410-3550	2,648.83
P17-00707	NWN CORPORATION	Printer - Samsung	01-4300-0004	126.64
P17-00717	AMAZON.COM	Counseling Supplies	01-4300-0004	106.48

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12

Includes Purchase Orders dated 08/01/2016 - 08/31/2016

Board Meeting Date September 13, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P17-00718	Kustom Imprints	PBIS T-Shirts	01-4300-0004	764.86
P17-00728	AMAZON.COM	MHS ROP WOOD MARTINEZ	01-4300-3550	333.42
P17-00729	NASCO	MHS ROP AG FARRAH	01-4300-3550	123.60
P17-00741	ACCREDITING COMMISSION FOR SCHOOLS	WASC Accrediting	01-5310-1100	920.00
P17-00760	SAN LUIS VIDEO PUBLISHING	MHS HORT/ORNA MAGILL	01-4300-3550	1,575.68
P17-00762	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	MHS HORT/ORNA MAGILL	01-4300-3550	286.69
P17-00783	Fidel Orepeza	Hilke Sligar Scholarship	73-7299-9020	500.00
P17-00784	Madeline Bennett	Carmille Freel Scholarship	73-7299-9020	145.00
P17-00805	AMAZON.COM	Admin Supplies	01-4300-1100	81.06
P17-00812	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Stadium Snack Bar	01-4300-1100	264.50
P17-00813	CAPITOL PLYWOOD INC.	Wood Shop Supplies	01-4300-0004	2,923.23
P17-00816	OFFICE DEPOT B S D	Classroom Supplies for ROP Photography	01-4300-0004	2,000.00
P17-00859	Karolyn Dutton	Woodrow and Dorothy Jang Scholarship	73-7299-9020	2,000.00
P17-00860	Alyssa Meyer	Lesta Joubert Scholarship	73-7299-9020	79.00
P17-00861	Alyssa Meyer	Wilson Scholarship	73-7299-9020	90.00
P17-00862	Matthew Butcher	Gail Buttacavoli Price Scholarship	73-7299-9020	500.00
P17-00863	Francisco Mascorra	Ina Wells Scholarship	73-7299-9020	171.00
P17-00870	McGraw-Hill/ALEKS	MHS/ALEKS	01-5801-0004	637.50
P17-00883	ALPHA CERAMIC SUPPLIES, INC.	Ceramics Materials	01-4300-0004	2,824.03
P17-00916	CDW-G COMPUTER CENTER	MHS Standard Throw Projectors	01-4300-0003	1,483.50
P17-00917	TROXELL COMMUNICATIONS INC	MHS Eimos	01-4410-0003	1,786.65
			<b>Total Location</b>	<b>31,471.37</b>
Location McKenney Intermediate (37)				
P17-00644	OFFICE DEPOT B S D	Admin 1009 Open PO	01-4300-1100	4,000.00
P17-00646	NWN CORPORATION	Samsung Imaging Unit	01-4300-1100	160.28
P17-00672	PERMA BOUND	OFFICE	01-4200-0003	1,450.44
P17-00677	PETER HALL'S INSTRUMENT REPAIR	INSTRUMENT REPAIR	01-5641-0004	2,000.00
P17-00708	WAL-MART COMMUNITY BRC	PLUS Forum	01-4300-1100	500.00
P17-00777	CDW-G COMPUTER CENTER	Laptop	01-4410-1100	942.27
P17-00804	McGraw-Hill/ALEKS	ALEKS ON-LINE SUBSCRIPTION	01-5801-3010	5,563.13

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001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Aug 31 2016 4:14PM

Includes Purchase Orders dated 08/01/2016 - 08/31/2016

Board Meeting Date September 13, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location McKenney Intermediate (37) (continued)</b>				
P17-00932	PETE'S MUSIC & ACCORDIAN CENTER	BAND	01-4300-1100	400.00
P17-00933	AMAZON.COM	SELKEN	01-4300-1100	51.52
P17-00935	AMAZON.COM	BEYMER	01-4300-1100	34.02
P17-00937	AMAZON.COM	BEYMER	01-4300-1100	37.61
			<b>Total Location</b>	<b>15,139.27</b>
<b>Location Nutrition Services (73)</b>				
P16-03977	APPEAL DEMOCRAT	Request for Pricing	13-9510-5310	516.28
P17-00578	IMAGE ONE CORPORATION	FMA 2016-17SY	13-4300-5310	2,344.31
P17-00579	GOLD STAR FOODS	Food Order for Warehouse	13-9325-5310	4,231.90
P17-00580	Sunny Sky Products, LLC.	Juice Order	13-9325-5310	3,850.00
P17-00581	Trade Supplies, Inc.	Supply Order for Kitchens	13-9326-5310	4,555.10
P17-00601	HEARTLAND AMERICA	NutriKids 2016-17 SY	13-5801-5310	8,451.50
P17-00602	IDENTIMETRICS, INC.	IdentMetrics Finger Scanning System	13-4410-5380	2,860.65
P17-00642	Heartland School Solutions	LHS Pin Pad Optical Scanner	13-4300-5380	695.85
P17-00643	Tek Visions	Tablets	13-4410-5380	5,138.50
P17-00649	LA TAPATIA TORTILLERIA, INC	Chip Delivery to Warehouse	13-9325-5310	852.00
P17-00650	LA TAPATIA TORTILLERIA, INC	Tortilla Products for the 2016/17 School Year	13-4717-5310	5,000.00
P17-00651	GOLD STAR FOODS	Sauce Order for Warehouse	13-9325-5310	618.00
P17-00652	COMMERCIAL APPLIANCE	Appliance Repairs for the 2016/17 School Year	13-5641-5310	15,000.00
P17-00653	CULTURE SHOCK YOGURT	Yogurt for 2016/17 School Year	13-4717-5310	5,000.00
P17-00654	NORCAL FOOD EQUIPMENT INC. DBA : HOBART SALES & SERVIC	Kitchen Dishwasher Repair for 2016/17 School Year	13-5641-5310	7,000.00
P17-00655	HOLT OF CALIFORNIA	Forklift Repair for 2016/17 School Year	13-5641-5310	2,000.00
P17-00656	Ramirez Farming	Produce delivered to Kitchens	13-4716-5310	7,000.00
P17-00657	REFRIGERATION SOLUTIONS, INC.	Maintenance of Cold Storage Warehouse	13-5641-5310	10,000.00
P17-00658	W.V. ALTON	Appliance Repair	13-5641-5310	25,000.00
P17-00695	LAND O'LAKES, INC	Food order for warehouse	13-9325-5310	5,569.65
P17-00697	SYSCO FS OF SACRAMENTO INC.	Supplies delivered to Warehouse	13-9325-5310	805.20
P17-00765	STATE OF CALIFORNIA FOOD DIST	Commodity Proc Fees	13-4712-5310	523.29
P17-00766	Cristi Bell	Student Reimbursement	13-5892-5310	75.00
P17-00774	GOLD STAR FOODS	Ling's Food for Warehouse	13-9325-5310	884.80

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14

Includes Purchase Orders dated 08/01/2016 - 08/31/2016

Board Meeting Date September 13, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Nutrition Services (73) (continued)</b>				
P17-00796	Sysco Sacramento, Inc.	LHS Kitchen Crowd Control	13-4300-5380	1,453.01
P17-00797	LA TAPATIA TORTILLERIA, INC	Tortilla Chips for Warehouse Inventory	13-9325-5310	284.00
P17-00798	ISITE SOFTWARE	Banners & Signs for Breakfast Carts	13-4300-5380	1,241.60
P17-00799	Tek Visions	MHS & LHS POS	13-4410-5310	8,557.00
P17-00800	POSITIVE PROMOTIONS	Birthday Card Assortment	13-4300-5310	143.88
P17-00801	AMAZON.COM	EZ Up Canopies	13-4300-5380	733.96
P17-00850	TYSON FOODS	Food Delivery for Warehouse	13-9325-5310	9,663.78
P17-00855	ULINE.COM	Shrinkwrap for Warehouse	13-4300-5310	416.54
P17-00903	Christopher K. Affleck	Student Refund	13-5892-5310	39.50
P17-00905	Hector Perez	Student Refund	13-5892-5310	6.00
P17-00906	P.A. Lee	Student Refund	13-5892-5310	92.00
P17-00907	Katrina Green	Student Refund	13-5892-5310	9.10
P17-00908	Scott Newsom	Student Refund	13-5892-5310	30.00
P17-00909	Susan Roger	Student Refund	13-5892-5310	16.00
P17-00910	LA TAPATIA TORTILLERIA, INC	Tortilla Chips for Warehouse Inventory	13-9325-5310	710.00
P17-00955	The Fruitguys	Fresh Fruit and Vegetables Program Grant	13-4716-5310	17,000.00
<b>Total Location</b>				<b>158,368.40</b>
<b>Location Olivehurst Elementary (25)</b>				
P17-00687	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0004	4,400.00
P17-00740	OFFICE DEPOT B S D	CLASSROOM SUPPLIES	01-4300-0003	3,100.00
P17-00772	NWN CORPORATION	Samsung Toner for ML4020 printer	01-4300-0004	1,169.51
P17-00858	OFFICE DEPOT B S D	OFFICE	01-4300-1100	4,500.00
P17-00866	Sammie's/Salcido's Catering	TEACHER WORK DAY	01-4300-1100	216.45
P17-00900	WEST MUSIC	Music - Pelfrey	01-4300-0004	800.34
P17-00924	WAL-MART COMMUNITY BRC	OFFICE	01-4300-1100	1,500.00
P17-00925	CASH & CARRY	SUPPLIES	01-4300-1100	900.00
<b>Total Location</b>				<b>16,586.30</b>
<b>Location Print Shop (67)</b>				
P17-00794	THE TREE HOUSE	Ink for Z6800 Printer	01-4300-0000	2,645.71

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001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Aug 31 2016 4:14PM

ESCAPE

ONLINE

Page 12 of 17

15

Includes Purchase Orders dated 08/01/2016 - 08/31/2016

Board Meeting Date September 13, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Pupil Services (202)</b>				
P17-00608	CDW-G COMPUTER CENTER	OLV Pupil Svcs Televisions	01-4410-3386	3,255.97
P17-00700	Alhambra	Office Water	01-4300-6500	700.00
P17-00716	AMAZON.COM	Desk Organizer for J. G.	01-4300-0000	44.08
P17-00767	PEARSON ASSESSMENTS ORDER DEPARTMENT	online scoring for 1 year	01-5801-6500	35.00
P17-00768	US MARKERBOARD	Carpet Squares for OLV	01-4300-3386	362.76
P17-00769	TROXELL COMMUNICATIONS INC	Doc Cameras for OLV	01-4300-3386	1,268.50
P17-00803	Health Care Instruments	calibrate vision/hearing machines	01-5801-0000	340.00
P17-00856	SIERRA SCHOOL OF EASTERN UPPER	NPS Day School Services	01-5100-6500	87,245.75
			01-5100-6512	25,000.00
P17-00857	SIERRA SCHOOL AT EASTERN LOWER	NPS Day School Services	01-5100-6500	31,390.00
P17-00872	WESTERN PSYCHOLOGICAL SRVS.	testing materials	01-4300-0000	374.10
P17-00879	PAR, INC	testing materials	01-4300-0000	768.63
P17-00894	LRP PUBLICATIONS	Book for Jessica	01-4300-0000	64.25
P17-00922	Devereux	NPS services	01-5862-3327	56,000.00
			01-5862-6512	271,929.00
P17-00923	SIERRA SCHOOL OF BUTTE COUNTY	NPS Day School Services	01-5100-6500	74,717.64
			<b>Total Location</b>	<b>553,495.68</b>
<b>Location Purchasing (104)</b>				
P17-00670	Access Information Protected	Shred Service	01-5801-0000	321.00
P17-00737	LIBERTY FLAGS INC	D.O. Flags	01-4300-0000	157.73
P17-00852	ADVANCED INTEGRATED PEST MANAGEMENT	Squirrel Control 2016-17	01-5582-0000	2,400.00
			<b>Total Location</b>	<b>2,878.73</b>
<b>Location South Lindhurst (47)</b>				
P17-00661	OFFICE DEPOT B S D	SLHS Classroom	01-4300-1100	1,000.00
P17-00664	WAL-MART COMMUNITY BRC	Admin.	01-4300-1100	500.00
P17-00665	WAL-MART COMMUNITY BRC	Classroom Supplies	01-4300-1100	1,000.00
P17-00667	OFFICE DEPOT B S D	SLHS Admin.	01-4300-1100	500.00
P17-00814	YUBA SUTTER TRANSIT	Bus Passes	01-4300-1100	300.00
P17-00887	NWN CORPORATION	Samsung Toner for ML3712nd printer	01-4300-1100	268.75
P17-00898	Grower's Supply	SLHS Fan and Control	01-5451-0000	607.87

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001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Aug 31 2016 4:14PM

ESCAPE

ONLINE  
Page 13 of 17

Includes Purchase Orders dated 08/01/2016 - 08/31/2016

Board Meeting Date September 13, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location South Lindhurst (47) (continued)</b>				
P17-00899	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNTS	ink	01-5451-0000	131.74
<b>Total Location</b>				<b>4,308.36</b>
<b>Location Student Discipline/Attendance (109)</b>				
P17-00633	OFFICE DEPOT B S D	Open PO for supplies and materials	01-4300-0000	2,000.00
P17-00747	Safe-Latch LLC	School door Safe-Latch.com	01-4300-0000	32.25
P17-00764	Guest Communications Corporation	Emergency guides	01-4300-0004	2,168.34
<b>Total Location</b>				<b>4,200.59</b>
<b>Location Superintendent (101)</b>				
P17-00598	BETTY'S RESTAURANT	8-10-16 Retreat Lunch	01-4300-0000	690.25
P17-00742	THE TREE HOUSE	Supt Toner	01-4300-0000	981.48
P17-00743	AT&T MOBILITY	16-17 PDA GAY TODD	01-5940-0000	549.00
P17-00755	CALIFORNIA SCHOOL BOARD ASSOC.	CSBA Policy Expenses	01-5801-0000	6,300.00
P17-00756	CALIFORNIA SCHOOL BOARD ASSOC.	CSBA Membership	01-5310-0000	11,229.00
<b>Total Location</b>				<b>19,749.73</b>
<b>Location Technology (102)</b>				
P17-00611	SECURE CONTENT SOLUTIONS ATTN: ACCTS RECEIVABLE	Sophos Renewal (8-15-16)	01-5801-0000	25,917.35
P17-00674	OFFICE DEPOT B S D	Technology	01-4300-0000	3,000.00
P17-00692	Tahoe Pure	Tech Dept.	01-4300-0000	500.00
P17-00749	VERIZON WIRELESS	Samsung Galaxy S7 Kevin Keith (new line)	01-4410-0000	250.39
P17-00751	AMAZON.COM	DisplayPort to HDTV Cables	01-4300-0000	60.17
P17-00871	APPLE COMPUTER INC	iPad Pro Richard	01-4410-0000	786.68
P17-00934	AMAZON.COM	Apple Pencil (Richard Dech)	01-4300-0000	106.43
P17-00938	AMAZON.COM	Phone case for Kevin Keith	01-4300-0000	18.22
<b>Total Location</b>				<b>30,639.24</b>
<b>Location Transportation (69)</b>				
P17-00577	TWIN CITY TROPHIES	Transportation	01-4300-0230	100.00
P17-00599	REECE UPHOLSTERY	TRANSPORTATION	01-5641-0230	1,000.00
P17-00600	RIEBES AUTO SUPPLY	TRANSPORTATION	01-4410-0230	2,201.60
P17-00789	WHEELER-CHEVROLET-OLDSMOBILE CADILLAC	TRANSPORTATION/Repairs	01-5641-0230	1,000.00
P17-00818	BEARING BELT CHAIN COMPANY	TRANSPORTATION/SUPPLIES	01-4330-0230	500.00

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

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Aug 31 2016 4:14PM

17

Includes Purchase Orders dated 08/01/2016 - 08/31/2016

Board Meeting Date September 13, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Warehouse (71)</b>				
P17-00648	SAMS CLUB DIRECT	Warehouse Stock 2016-17 S.Y.	01-9320-0000	2,605.28
P17-00679	SHADD JANITORIAL SUPPLY	Warehouse Stock 2016-17 S.Y.	01-9320-0000	307.85
P17-00738	HILLYARD - SACRAMENTO	Warehouse Stock 2016-17 S.Y.	01-9320-0000	919.81
P17-00853	FOOTHILL FIRE PROTECTION DIST	Fuel	01-4300-0000	91.80
P17-00854	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 16-17 S.Y.	01-9320-0000	2,082.40
P17-00904	SCHOOL SPECIALTY	Warehouse Stock 16-17 S.Y.	01-9320-0000	148.39
<b>Total Location</b>				<b>4,801.60</b>
<b>Location Yuba Gardens Intermediate (39)</b>				
P17-00662	WAL-MART COMMUNITY BRC	STAFF MEETINGS	01-4300-1100	2,000.00
P17-00663	Courthouse Cafe	YLST/GATES	01-4300-1100	858.93
P17-00668	OFFICE DEPOT B S D	OFFICE SUPPLIES	01-4300-1100	3,000.00
P17-00669	OFFICE DEPOT B S D	CLASSROOM SUPPLIES (Categorical)	01-4300-0004	3,000.00
P17-00724	Supreme School Supply	KAYLOR/GATES	01-4300-0004	282.11
P17-00770	School Datebooks	YLST/GATES	01-4300-0003	3,183.84
P17-00771	AMAZON.COM	MARTINEZ/GATES	01-4300-0003	544.81
P17-00778	Sumdog, Inc.	BOWMAN/GATES	01-5801-0003	648.00
P17-00788	RISO PRODUCTS OF SACRAMENTO	GATES/YLST	01-4300-0003	1,000.00
P17-00815	AMAZON.COM	DAVIS/GATES	01-4300-0003	544.81
P17-00838	SCHOLASTIC MAGAZINES	GATES/YLST	01-4300-0003	2,843.74
P17-00902	AMAZON.COM	CLARK/GATES	01-4300-0003	211.47
P17-00926	WAL-MART COMMUNITY BRC	MEETINGS	01-4300-1100	500.00
P17-00928	WENGER CORPORATION	REILEY/GATES	01-4300-0003	565.75
<b>Total Location</b>				<b>1,209.83</b>
<b>Total Number of POs</b>				<b>362</b>
<b>Total Location</b>				<b>20,393.29</b>
<b>Total</b>				<b>1,447,289.73</b>

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

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Aug 31 2016 4:14PM

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	283	1,104,202.18
09	Chtr Schs	22	88,789.14
12	Child Dev	9	9,225.75
13	Cafeteria	40	158,368.40
73	Fndn Priv	7	3,485.00
77	PAYROLL CR	1	83,219.26
<b>Total</b>			<b>1,447,289.73</b>

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Aug 31 2016  
4:14PM

19

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P16-01940	17,670.00	01-6174	Gen Fund/Inspector	9,750.00
P16-03775	550.60	09-4100	Chrr Schs/Textbooks	96.31-
P17-00037	43,939.00	01-4450	Gen Fund/Equip NonC	287.08-
		01-6400	Gen Fund/Equipment	4,277.21
			Total for P17-00037	3,990.13
P17-00038	29,442.02	01-6400	Gen Fund/Equipment	3,233.75-
P17-00202	8,000.00	01-4300	Gen Fund/Mat&Suppli	4,058.61
P17-00375	5,500.00	01-5641	Gen Fund/Equip Repa	1,500.00
			<b>Total PO Changes</b>	<b>15,968.68</b>

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001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Aug 31 2016 4:14PM

### Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Gay Todd, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901-3731		Tracy MJUSD SUPT OFFICE AUG 15 2016 RECEIVED/Im				<b>CDE GRANT NUMBER</b>			
		FY	PCA	Vendor Number	Suffix	16	23939	7273	EZ
<b>Attention</b> After School Coordinator		<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>				<b>COUNTY</b>			
<b>Program Office</b> After School Office		<b>Resource Code</b>		<b>Revenue Object Code</b>		58			
<b>Telephone</b> 530-741-6000		6010		8590		<b>INDEX</b>			
<b>Name of Grant Program</b> After School Education and Safety Program						0150			
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>		<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>		
	\$1,416,163.66		\$1,416,163.66			7/1/2016	6/30/2017		
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>				<b>Federal Agency</b>			
I am pleased to inform you that you have been funded for the After School Education and Safety Program—Core.									
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.									
Please return the original, signed Grant Award Notification (AO-400) to:									
Veronica Maestas, Associate Governmental Program Analyst Expanded Learning Division California Department of Education 1430 N Street, Room/Suite 3400 Sacramento, CA 95814-5901									
<b>California Department of Education Contact</b> Veronica Maestas					<b>Job Title</b> Associate Governmental Program Analyst				
<b>E-mail Address</b> vmaestas@cde.ca.gov					<b>Telephone</b> 916-319-0540				
<b>Signature of the State Superintendent of Public Instruction or Designee</b> ▶ <i>Tom Torlakson</i>					<b>Date</b> August 5, 2016				
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>									
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>									
<b>Printed Name of Authorized Agent</b> Gay Todd					<b>Title</b> Superintendent				
<b>E-mail Address</b> gtodd@mjUSD.com					<b>Telephone</b> (530) 749-6102				
<b>Signature</b> ▶ <i>21</i>					<b>Date</b>				



## LICENSING AGREEMENT

**This Agreement dated September 13, 2016 is effective October 15, 2016 through October 15, 2017**, is made and entered into by **Marysville Joint Unified School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
  - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
  - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
  - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.

22

Business Services Department

Approval: [Signature]

Date: 9/2/16



- I. License Fee. Licensee shall pay a fee of **\$4,485**.
  
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
  
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
  
- L. Number of Templates. The maximum number of templates per school district is limited to **five (5)**.
  
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
  
- N. Indemnification. DTS agrees to indemnify and hold harmless MJUSD, 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, including legal costs and attorneys' fees, whether or not suit is actually filed, and any judgments rendered against MJUSD 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 DTS's performance or the performance of its agents, officials, officers, or employees, including any acts, errors, or omissions of the DTS its agents, officials, officers or employees.  
  
MJUSD agrees to indemnify and hold harmless DTS, 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, including legal costs and attorneys' fees, whether or not suit is actually filed, and any judgments rendered against DTS 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 MJUSD's performance or the performance of its agents, officials, officers, or employees, including any acts, errors, or omissions of MJUSD, its agents, officials, officers or employees.
  
- O. Definitions.
  - (i) Document. A document is defined as **a**) a specific template provided by CDE or; **b**) any specific word document or forms that have different fields or school references such as elementary, middle or high schools\* submitted by District or CDE; or **c**) individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.



(ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.

O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents. There are no setup fees for Marysville Joint Unified School District.

P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.

Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice. DTS will translate thirteen (13) SARCs to Spanish for a fee of \$150 per translated SARC, a total of \$1,950. DTS will translate one (1) SARC to Hmong for a fee of \$500 per translated SARC, a total of \$500. Translation fees total \$2,450.

R. Licensing Agreement Total. Total not-to-exceed \$6,935.

The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director  
Document Tracking Services  
10225 Barnes Canyon Road, Suite A200  
San Diego, CA 92121  
858-784-0967 - Phone  
858-587-4640 - Corporate Fax

Date: September 1, 2016

Licensee

By: \_\_\_\_\_

Ryan DiGiulio  
Assistant Superintendent Business Services  
Marysville Joint Unified School District

Date: \_\_\_\_\_



### **Exhibit A**

The following are standard documents to be used in conjunction with the license.

1. 2016 School Accountability Report Card, English (Custom Template)
2. 2016 School Accountability Report Card, Spanish (Custom Template)
3. 2016 School Accountability Report Card, Hmong (Custom Template)
4. 2016 Single Plan for Student Achievement (Custom Template)
5. 2016 Comprehensive Safe School Plan (Custom Template)



September 1, 2016

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

Re: Document Tracking Services

**INVOICE #9590106**

Pursuant to the licensing agreement between Marysville Joint Unified School District and Document Tracking Services (DTS):

**Document Tracking Services**

Document Tracking Services [10/15/16 to 10/15/17]:	\$4,485
22 schools and District = 23 sites	
License Agreement includes up to 5 documents	
\$250 per site, discounted to \$195 per site	

**Translation Services**

2016 Spanish School Accountability Report Card	\$1,950
\$150 x 13 School Accountability Report Cards	
2016 Hmong School Accountability Report Card	\$500
\$500 x 1 School Accountability Report Cards	

**Total Balance Due: \$6,935**

**Please Make Checks Payable To: Document Tracking Services**

**Send to:**

Aaron Tarazon, Director  
Document Tracking Services  
10225 Barnes Canyon Road, Suite A200  
San Diego, CA 92121  
858-784-0967 - Phone  
858-587-4640 - Corporate Fax

Thank you!

Ryan DiGiulio, Assistant Superintendent Business Services

\_\_\_\_\_  
Approved Per Payment (Signature)

\_\_\_\_\_  
Name/Role (Printed)

MJUSD  
Personnel Dept.

AUG 1 2016

RECEIVED

August 15, 2016

Marysville Joint Unified School District - STARS

To whom it may concern:

Please accept this letter as my notice of resignation as Para-Educator. My official last day will be Friday August 26<sup>th</sup> 2016. It has been a pleasure working for STARS, and I am grateful for the experiences I have gained in my time here.

Sincerely,



Brooks Aherin

MJUSD  
Personnel Dept.  
AUG 19 2016  
RECEIVED

August 19, 2016

Lori Guy  
Principal  
Edgewater Elementary  
5715 Oakwood Dr.  
Marysville, CA 95901

Dear Mrs. Lori Guy,

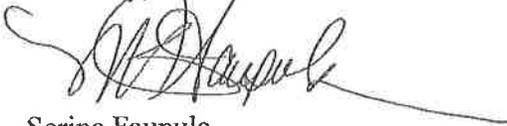
Please accept this letter of resignation from the position of Para Educator, effective two weeks from our verbal conversation on August 18, 2016. My last day at MJUSD - Edgewater Elementary School will be September 1, 2016.

As you know, this wasn't an easy decision for me, because I am grateful for the rewarding employment I've had at Edgewater in the past seven years. Edgewater has provided an opportunity of experiences and training that I know will benefit me in my future career. Edgewater has definitely become a home and a comfort place for me. After many hours and days of consideration, my decision is now final and will be focusing on my studies so I may return as a teacher someday.

I am happy to assist in the process of training my replacement or helping the transition process in any way that I can. If possible, I am available to return as a substitute for any of the support staff at Edgewater if needed in the future.

I have been blessed to be a part of the Edgewater Family and I truly appreciate everything that has been done for me. Edgewater will always hold a special place in my heart. Thank you again for the opportunity to work here.

Sincerely,

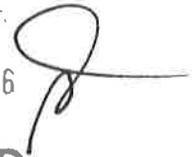


Serina Faupula

MJUSD  
Personnel Dept.

AUG 05 2016

RECEIVED



8/5/16

Talia Flores  
PO Box 1841  
Marysville, CA 95901

Mrs. Cartwright,

I am writing to formally notify you that I am resigning from my position as Purchasing Support, my last day will be August 5, 2016. I appreciate the opportunities I have been given while working in the Purchasing Department and your professional guidance and support. I wish you and your department success in the future.

Sincerely

Talia Flores



August 15, 2016

1483 Hammonton Smartville Rd.APT#202

Marysville CA, 95901

Shaynecia\_gelardi@yahoo.com

MJUSD  
Personnel Dept  
AUG 16 2016  
RECEIVED

Kathy Woods

MJUSD Child Development Director

1919 B Street,

Marysville, CA 95901

Dear Kathy,

The purpose of this letter is to inform you that I have been offered a full time position working as a Para Educator and I accepted, I am respectfully resigning my position at Linda Preschool as of today August 15, 2016. I would like to thank you for the opportunity you have given me, working for your child development program has taught me many valuable lessons that I can apply to future life lessons.

If you have any questions, concerns, or comments feel free to contact me by phone: (530) 329-5497 or Email: Shaynecia\_gelardi@yahoo.com. Again, thank you for such an awesome opportunity!

Shaynecia Gelardi

MJUSD  
Personnel Dept.

AUG 15 2016

RECEIVED



Crista Harryman  
PO Box 450  
Oregon House, Ca, 95918  
charryman@mjUSD.com  
August 15, 2016

Ramiro Carreón  
MJUSD  
Marysville Ca

Subject: LRT Resignation

Dear Mr. Carreón,

Please accept this letter as a formal notification of my resignation from the LRT position at Dobbins Elementary School.

I am grateful for the opportunities I have had while working as the LRT at Dobbins Elementary. I will be transitioning from the LRT position into a one-on-one position as a para educator (also at Dobbins Elementary) with special education. Please let me know if there is anything I can do to assist with this transition.

Sincerely,

Crista Harryman

I Elizabeth Huerta resign my position  
as Student Support Specialist from  
South Lindhurst High School on  
8/15/16.

Elizabeth Huerta

8/15/16

MJUSD  
Personnel Dept

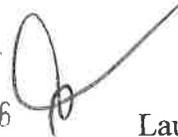
AUG 16 2016

RECEIVED

MJUSD  
Personnel Dept.

AUG 23 2016

RECEIVED

  
Laura Montgomery  
4420 Ardmore Ave.  
Olivehurst, CA. 95961

August 17, 2016  
MJUSD  
1919 B Street Marysville

Dear Bobbi Vardell,

I am writing this formal resignation of my position as a para educator at Ella Elementary School.

My last day as a para was June 3, 2016. I have been offered, and accepted a long term substitute teaching position at Yuba Gardens Intermediate School.

Thank you for all of the opportunities for personal and professional growth during my time as a para. I fully enjoyed what I did and appreciate the support given to me during my time at Ella. If there is anything further that I can do please let me know.

Thank you.

Sincerely,

  
Laura Montgomery

MSUSD  
Personnel Dept.  
AUG 19 2016  
RECEIVED

Tasha Olin  
2778 Mallard Court  
Imperial, MO 63052  
(575) 749-6110  
peterstasha@hotmail.com

Lori Guy  
Edgewater Elementary  
5715 Oakwood Drive  
Marysville, CA 95901

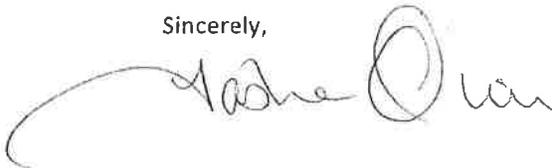
Dear Lori Guy:

It is with great regret that I submit this letter of resignation from Edgewater Elementary effective June 3, 2016. This decision is solely due to an upcoming move to Missouri.

Thank you for the opportunities for professional and personal development that you have provided me with during my time as a Student Support Specialist.

I cannot say enough great things about Edgewater Elementary, as well as, all the people I have worked with. I appreciate all your personal and professional advice and the opportunity to grow as a Student Support Specialist. It is my hope that we will stay in touch as I begin this new chapter in my life.

Sincerely,



Tasha Olin

MJUSD  
Personnel Dept.

AUG 25 2016

RECEIVED

Rebecca Rigby  
16875 New York House Rd.  
Brownsville, Ca. 95919  
530-675-2464  
[rebecca.rigby@yahoo.com](mailto:rebecca.rigby@yahoo.com)

August 25, 2016

Amber Watson  
1919 B Street  
Marysville, Ca. 95901  
Nutritional Services  
530-741-6000

Dear Amber Watson,

I am writing to formally notify you that I am resigning from my position as a Cafeteria Assistant for the Marysville Joint Unified School District. My last day of employment was June 3, 2016. Please accept this letter as formal notification that I am resigning from my position. Thank you for the opportunity to work as a Cafeteria Assistant for the past 10 years. I've greatly enjoyed working with everyone and learning the responsibilities of running a cafeteria. I have learned many things the past 10 years, of which I will take with me throughout my career. I wish the school district continued success and hope to stay in touch in the future.

Sincerely,



Rebecca Rigby

MJUSD  
Personnel Dept

AUG 26 2016

August 26, 2016

Dear Tracy Pomeroy,

RECEIVED

Please accept this letter as notice of my resignation from the position of ASES Provider at Yuba Gardens Middle School.

I will continue to work for MJUSD for the next three weeks, completing my employment on September 20, 2016.

I have enjoyed being a part of the team and am thankful for the opportunities you have given me during my time here. This has been a difficult decision to make and I wish this program the best in its future endeavors. Continue to make a difference in student's lives.

I hope that I can rely on you for a positive reference in the future.

Sincerely,



Voua Yang



---

## INTERNSHIP CONTRACT AGREEMENT

by and between

**BRANDMAN UNIVERSITY**

and

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

- **Multiple Subject Internship Credential**
- **Single Subject Internship Credential**
- **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Brandman University Supervisor, from the Yuba City Campus, and District Mentor who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code Section 44455). For renewals, please see Education Code Section 44456.

### I. **General Provisions**

#### a. **The UNIVERSITY agrees and verifies that:**

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs
- ii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential.
- iii. Each Intern Teacher shall apply for the Internship Credential through the Teacher Accreditation Department at Brandman University, upon verification of employment from the School District.

#### b. **The DISTRICT agrees and verifies that:**

- i. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least **one academic year**, subject to the District's personnel policies and State law(s).
- ii. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at Brandman University.

should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- B. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.

The DISTRICT agrees to indemnify, hold harmless, and at the University's request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

- C. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- D. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- E. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901  
Attn: Ramiro Carreon, Assistant Superintendent  
Tel: 530-741-6000

UNIVERSITY CONTACT INFORMATION:

Brandman University  
16355 Laguna Canyon Road  
Irvine, CA 92618  
Attn: School of Education, Dean  
Tel: (949) 341-9811

- F. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- G. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- H. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- I. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

**IV. TERM AND TERMINATION OF AGREEMENT**

Brandman University and the Marysville Joint Unified School District, agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on July 01, 2016, and continuing until June 30, 2018 (2-year maximum). This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

**SIGNATURES:**

DISTRICT

REPRESENTATIVES:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Superintendent

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Human Resources

Date: \_\_\_\_\_

UNIVERSITY:

Signature: \_\_\_\_\_

Name: Phillip L. Doolittle

Title: Executive Vice Chancellor of Finance and Administration and Chief Financial Officer

Date: \_\_\_\_\_

Signature: 

Name: Dr. Christine Zeppos

Title: Dean, School of Education

Date: \_\_\_\_\_

## APPENDIX A

### Preconditions Established for Internship Programs

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law or Commission policy.

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code §§44325, 44326, 44453.
- (2) **Subject Matter Requirement.** Each Multiple Subject intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) in which the Intern is authorized to teach, and each Single Subject intern admitted into the program has passed the Commission-approved subject matter examination(s) or completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).
- (3) **Pre-Service Requirement.**
  - (a) Each Multiple and Single Subject Internship program must include a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.
  - (b) Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.
- (4) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
  - (a) Provisions for an annual evaluation of the intern.
  - (b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
  - (c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
  - (d) Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.
- (5) **Supervision of Interns.**
  - (a) In all internship programs, the participating institutions shall provide supervision of all interns.
  - (b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.
- (6) **Assignment and Authorization.** To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular

standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.

(7) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.

(8) **Early Program Completion Option.** Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:

- (a) Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:
  - Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
  - Techniques to address learning differences, including working with students with special needs
  - Techniques to address working with English learners to provide access to the curriculum
  - Reading instruction in accordance with state standards
  - Assessment of student progress based on the state content and performance standards
  - Classroom management techniques
  - Methods of teaching the subject fields
- (b) Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.
- (c) Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).
- (d) Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

(9) **Length of Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).

(10) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.

(11) **Justification of Internship Program.** When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.

(12) **Bilingual Language Proficiency.** Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Crosscultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c).

**APPENDIX B**  
**Support and Supervision Activities**

<b>Potential Support &amp; Supervision Activities to be Provided by the District</b>
Demonstration Lessons and/or Co-teaching activities with mentor
Classroom Observations and Coaching*
Content Specific Coaching (for example: math coaches, reading coaches, EL coaches*)
Grade Level or Department Meetings related to curriculum, planning, and/or instruction
New Teacher Orientation
Coaching (not evaluation) from Administrator
Co-planning with Special Educator or EL expert to address included special needs students and/or English learners*
Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
Review/discuss test results with colleagues (CELDT and standardized tests)*
Activities/workshops specifically addressing issues in the intern's classroom—co-attended by intern and mentor(s)
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*
<b>Support &amp; Supervision Activities Provided through the University</b>
Classroom Observations and Coaching*
Weekly Online Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) including EL support*
Weekly Contact with Supervisors via email, phone (voice, text), and/or video conferencing
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*

*\*May also be used towards the 45-hour EL Support & Supervision Requirement.*



## SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Yuba City Campus.

TEACHER EDUCATION

SCHOOL PSYCHOLOGY

SCHOOL COUNSELING

EDUCATION ADMINISTRATION

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, hereinafter called "FIELDWORK SITE."

### I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

### II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.
- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

### III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000

general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

**FIELDWORK SITE CONTACT INFORMATION:**

Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901  
Attn: Ramiro Carreon, Assistant Superintendent  
Tel: 530-741-6000

**UNIVERSITY CONTACT INFORMATION:**

Brandman University  
16355 Laguna Canyon Road  
Irvine, CA 92618  
Attn: School of Education, Dean  
Tel: (949) 341-9899

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

**IV. TERM AND TERMINATION OF AGREEMENT**

- A. THE TERM of this Agreement shall be effective July 01, 2016 and shall continue in full force and effect through June 30, 2019 (3-year maximum). This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

**SIGNATURES:**

FIELDWORK SITE:   Signature: \_\_\_\_\_  
                                  Name:                    \_\_\_\_\_  
                                  Title:                   \_\_\_\_\_  
                                  Date:                    \_\_\_\_\_

UNIVERSITY:        Signature: \_\_\_\_\_  
                                  Name:                    **Phillip L. Doolittle**  
                                  Title:                    **Executive Vice Chancellor of Finance and  
Administration and Chief Financial Officer**  
                                  Date:                    \_\_\_\_\_

**Appendix A**  
**Payment for Master Teachers for Teacher Education Fieldwork Only**

**I. SPECIAL PROVISIONS – RATES and PAYMENTS**

- (a) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the MASTER TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the MASTER TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNVIERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

**Appendix B**  
**Specific Supervision Requirements for Each Program**

**Teacher Education Fieldwork:**

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

**School Counseling Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
  - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
  - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
  - c. Developing, implementing and evaluating academic and behavioral interventions.
  - d. Providing counseling and other mental health interventions.
  - e. Home, school, community collaboration: working with parents and community members.
  - f. Learning about, helping develop, or evaluating policy, practices and programs.
  - g. Participating in professional development activities.
  - h. Participating in individual or group supervision.
  - i. Learning about and using technology and information systems.
  - j. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

**School Psychology Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
  - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
  - c. Developing, implementing and evaluating academic and behavioral interventions.
  - d. Providing counseling and other mental health interventions.
  - e. Home, school, community collaboration: working with parents and community members.
  - f. Learning about, helping develop, or evaluating policy, practices and programs.
  - g. Participating in professional development activities.
  - h. Participating in individual or group supervision.
  - i. Learning about and using technology and information systems.
  - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in school Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and a half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

**School Administration:**

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

# Marysville Joint Unified School District



## Amendment to Public Works Contract

Both parties agree that the not-to-exceed amount for the Public Works contract dated 5/24/2016 shall be increased from \$35,500.00 to \$40,498.00. The added scope is to (1) install an additional 127 sq ft of tile (2) reroute and reconfigure electrical for microwaves (3) prime and paint storage room, drywall texture and paint around the door as per Principal's request.

Contractor Name, Ray Kiz  
Authorized Signature, [Signature]  
Date, 08-25-16

District Acceptance, [Signature] 8/29/16

Ryan DiGiulio, Assistant Superintendent of Business Services

Business Services Department  
Approval: [Signature]  
Date: 8/29/16

51

# Kiz Construction

# INVOICE

5520 Tashi Bell Lane  
 Carmichael, CA 95608  
 License# 775681  
 Phone# 916-715-7771 Fax 916-487-6698

Date:08/23/16	Invoice # 201625
---------------	------------------

<u>Name/Address:</u> <u>MJUSD</u> <u>1919 B Street</u> <u>Marysville, CA 95901</u>
---

PROGET Lindhurst Culinary
P.O.#

Qty	DESCRIPTION	PRICE	TOTAL
1	Furnish all labor and material to complete culinary classroom upgrades as per proposal at Lindhurst High.	\$ 35,500.00	
	Install additional tile 127 sf.	\$ 1,778.00	
	Re-route and re-configure electrical to 5 microwaves.	\$ 1,800.00	
	Prime and paint storage room. Install drywall, texture and paint around the door.	\$ 1,420.00	\$ 40,498.00
<b>OK TO PAY</b>			

Signed \_\_\_\_\_

**TOTAL INVOICE FOR \$ 40,498.00**

Date \_\_\_\_\_

Complete: Yes \_\_\_ No \_\_\_

**52**

# Marysville Joint Unified School District



## Amendment to Public Works Contract

Both parties agree that the not-to-exceed amount for the Public Works contract dated 5/24/2016 shall be increased from \$32,000.00 to \$35,500.00. The added scope will be to pick up, assemble and install 10 owner provided stainless steel countertops, back splash and racks per manufacture specs.

Contractor Name: Russ Kiz

Authorized Signature: [Signature]

Date: 06-15-2016

District Acceptance: [Signature] 6/28/16

Ryan DiGiulio, Assistant Superintendent of Business Services

Business Services Department  
Approval: [Signature]  
Date: 6/15/16



# Marysville Joint Unified School District

PURCHASE ORDER

NO: P16-03928

DATE 06/27/2016

Purchasing Department

1919 B Street

Marysville, CA 95901

(530) 749-6130 FAX (530) 742-2925

Accounts Payable: 530-749-6122 Warehouse: 530-749-6176

SHIP TO:

Lindhurst High  
4446 Olive Drive  
Olivehurst, CA 95961-0000

### IMPORTANT INSTRUCTIONS TO VENDOR

Receiving Hours: 7:00 AM -- 3:30 PM Monday thru Friday

1. Send itemized single invoice to Attn: Accounts Payable.
2. PACKING LIST with P.O. number to be enclosed with ALL shipments.
3. No SUBSTITUTIONS. Deviations in PRICE exceeding \$25 increase in total P.O. require prior approval.
4. Acceptance of this PO is subject to MJUSD PO Terms and Conditions posted at: [www.mjUSD.com/purchasing](http://www.mjUSD.com/purchasing)
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.

ORDERED FROM:

FAX: (916) 487-6698

Kiz Construction  
5520 Tashi Bell Lane  
Carmichael, CA 95608

Vendor Telephone (916) 715-7771

ORDER LOCATION		VENDOR #		REQUISITIONER		REQUISITION #	
63 - Maintenance		000901/1		Julie Brown		R16-03755	
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	ROOM #	RPQ #		
	Marysville	Net			201614		
ITEM	QTY	UNIT	DESCRIPTION		UNIT COST	EXTENSION	
1	1	EACH	Confirmation of e-mail on: <u>6-27-16 EC</u> Attn: Paul Kiz paulkiz@comcast.net  Orig. Proposal #201611, dated 5/3/16 - Board approved 5-24-16 & Revised Proposal #201614, dated 5-23-16 Board revised contract ratification date: 6/28/16 FURNISH ALL LABOR, MATERIAL AND EQUIPMENT TO OPEN UP A WALL TO DEMO ALL CABINETS AND COUNTER TOPS. RAISE EXHAUST FOR MICROWAVES. INSTALL OWNER PROVIDED EXHAUST FANS, INSTALL ELECTRICAL CIRCUIT FOR THE FAN. MOVE, CAP AND MODIFY EXISTING PLUMBING TO ACCOMMODATE NEW SINKS, INSTALL OWNER PROVIDED SINKS, GARBAGE DISPOSALS AND FAUCETS. MOVE ALL SURFACE MOUNT ELECTRICAL IN WALL, INSTALL NEW OUTLETS AND MOVE OUTLET FOR DOUBLE OVEN. REMOVE EXISTING STORAGE ROOM DOOR AND INSTALL NEW SOLID CORE DOOR WITH A TRANSFER GRILL ABOVE. INSTALL WHITE SUBWAY TILE ABOVE COUNTER TOPS TO CEILING ON ALL WALLS. PAINT CEILING AND GRILLS Amendment: Pick up, assemble and install 10 owner provided stainless steel countertops, backsplash and racks.		35,500.000	\$35,500.00	

54

Dept. or School



# Marysville Joint Unified School District

**PURCHASE ORDER**  
 NO: P16-03928  
 DATE 06/27/2016

Purchasing Department  
 1919 B Street  
 Marysville, CA 95901

(530) 749-6130 FAX (530) 742-2925

Accounts Payable: 530-749-6122 Warehouse: 530-749-6176

**SHIP TO:**

Lindhurst High  
 4446 Olive Drive  
 Olivehurst, CA 95961-0000

**IMPORTANT INSTRUCTIONS TO VENDOR**

Receiving Hours: 7:00 AM -- 3:30 PM Monday thru Friday

1. Send itemized single invoice to Attn: Accounts Payable.
2. PACKING LIST with P.O. number to be enclosed with ALL shipments.
3. No SUBSTITUTIONS. Deviations in PRICE exceeding \$25 increase in total P.O. require prior approval.
4. Acceptance of this PO is subject to MJUSD PO Terms and Conditions posted at: [www.mjUSD.com/purchasing](http://www.mjUSD.com/purchasing)
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.

**ORDERED FROM:**

FAX: (916) 487-6698

Kiz Construction  
 5520 Tashi Bell Lane  
 Carmichael, CA 95608

Vendor Telephone (916) 715-7771

ORDER LOCATION		VENDOR #	REQUISITIONER	REQUISITION #	
63 - Maintenance		000901/1	Julie Brown	R16-03755	
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	ROOM #	
	Marysville	Net			
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
			District contact to coordinate project schedule: Travis Barnett - Supervisor of Maintenance and Operations: 530-749-6184, tbarnett@mjUSD.com  NOTE: COPY OF LIABILITY INSURANCE CERTIFICATE AND WORKERS COMPENSATION CERTIFICATE MUST BE ON FILE AT MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT PRIOR TO WORK BEGINNING.  VENDOR MUST HOLD A VALID STATE OF CALIFORNIA CONTRACTORS LICENSE  THE CONTRACTOR TO PAY PREVAILING WAGES AS APPLICABLE		
			Order Sub-Total		\$35,500.00
			Sales Tax		.00
			Shipping		.00
			Adjustment		.00
			<b>Order Total</b>		<b>\$35,500.00</b>
ACCOUNT DISTRIBUTION			AMOUNT		
			01- 6387- 0- 3800- 8500- 6210- 243- 8176		\$35,500.00

**55**

# Kiz Construction

# PROPOSAL

5520 Tashi Bell Lane  
 Carmichael, CA 95608  
 License# 775681 DIR# 1000029219  
 Phone# 916-715-7771 Fax 916-487-6698

Date:	Proposal#
05/23/2016	201614

Name/Address:  
Lindhurst High School  
4446 Olive Ave  
Olivehurst, CA 95961

Project	Terms	Salesperson
Culinary room upgrades		Paul Kiz

Qty	DESCRIPTION	PRICE	TOTAL
	Furnish all labor, material and equipment to open up a wall to: Demo all cabinets and counter tops. Raise exhausts for microwaves. Install owner provided exhaust fan, install electrical circuit for the fan Move, cap and modify existing plumbing to accommodate new sinks, install owner provided sinks, garbage disposals and facets. Move all surface mount electrical in to the wall, install new outlets, move outlet for double oven. Remove existing storage room door and install new solid core door with a transfer grill above. Install white subway tile above counter tops to ceiling on all walls. Paint the ceiling and grills. <del>Pick up, assemble and install 10 owner provided stainless steel counter tops, back splash and racks per manufacture specs.</del>	\$ 35,500.00	\$ 35,500.00

**Acceptance of Proposal:**

56



1919 B Street, Marysville, California 95901  
Purchasing Department

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$45,000

THIS CONTRACT made and entered into on 5-24-16 (Insert Board meeting date or ratification date), by and between KIZ CONSTRUCTION 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:

THIRTY TWO thousand \*\* hundred \*\* and no /100 Dollars (\$32,000.00)

(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: C6 (add applicable to trade).

3. (Check contractor license classification appropriateness at: <http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/> and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).

4. This contract shall commence upon Board approval as of 5-25-16 (insert date after Board approval date or ratification date) with work to be completed within 120 consecutive days and/or by 9-22-16 22, September 2016

5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)

- Refer to ATTACHMENT J, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000)

Business Services Department  
Approval: [Signature]  
Date: 5/24/16

57



**NONCOLLUSION AFFIDAVIT**

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

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

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

**TYPE OF BUSINESS ENTITY**

- Individual
- Sole Proprietorship
- Partnership
- Corporation
- Other

**TAX IDENTIFICATION**

26-3990054  
Employer Identification Number

License No: 775681 Classification: C6 Expiration Date: 3/31/2018

(District Use Only: License verified by [Signature] Date: 5-10-16  
Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: KIZ CONSTRUCTION

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: [Signature]

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

Date: 5/24/16  
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):
Edward Kiz
Roman Kiz
Tim 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: 05-09-2016 Kiz Construction (Company)

Paul Kiz (Authorized Signature)

Paul Kiz (Print Name)

Owner (Title)

(Complete only if pertinent)



ATTENTION

# CONTRACTORS STATE LICENSE BOARD



## Contractor's License Detail for License # 775681

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

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

Data current as of 5/6/2016 10:33:31 A

### Business Information

KIZ CONSTRUCTION  
5520 TASHI BELL LANE  
CARMICHAEL, CA 95608  
Business Phone Number:(916) 715-7771

Entity Sole Ownership  
Issue Date 03/01/2000  
Expire Date **03/31/2018**

### License Status

This license is current and active.

All information below should be reviewed.

### Classifications

B - GENERAL BUILDING CONTRACTOR

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with OLD REPUBLIC SURETY COMPANY.

Bond Number: W150256901

Bond Amount: \$15,000

Effective Date: 04/28/2016

Contractor's Bond History

### Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number:9015187

Effective Date: 06/01/2012

Expire Date: 06/01/2016

Workers' Compensation History

### Other

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

60



# 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](http://www.dir.ca.gov)).

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

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

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

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

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

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

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

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

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

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

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

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

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



## Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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



## Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

64



# Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

**THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED 5-25-16 (insert date after Board approval date or ratification date) consisting of Article 1 through Article 21**

65



Marysville Joint Unified School District

ATTACHMENT C

CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

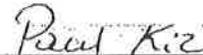
Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(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 **Purchasing Department**, 1919 B Street, Marysville, CA 95901.

PROJECT NAME OR CONTRACT NO.: LHS CULINARY PROJECT between the Marysville Joint Unified School District ("District" or "Owner") and KIZ CONSTRUCTION ("Contractor" or "Bidder").

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

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

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

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

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

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

Name: Paul K.

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

ATTACHMENT D Continued





Marysville Joint Unified School District

ATTACHMENT E

PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT NAME OR CONTRACT NO.: LHS CULINARY PROJECT between Marysville Joint Unified School District (the "District" or the "Owner") and KIZ CONSTRUCTION (the "Contractor" or the "Bidder").

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

Date: 05-09-2016

Proper Name of Contractor: Paul Kiz

Signature: Paul Kiz

Print Name: Paul Kiz

Title: Owner

(Remainder of page left blank intentionally)

Attachment F

**Registration Complete! Thank you for your payment.**

Your PWCR registration and payment were submitted on . If you paid by credit card, payment confirmation and registration processing will take up to 24 hours. If you paid by ACH/EFT, payment confirmation and registration processing will take up to 10 calendar days.

**Registration for Fiscal Year: 2017**

**PWC Registration Number: 1000029219**

**Contractor Legal Name: PAUL KIZ**

**Contractor Legal Entity: Sole Proprietor**

**Payment Amount: \$300.00**

**Payment Method: AMEX**

**Payment Confirmation Number: AAYFX6TD8PPC5**



Marysville Joint Unified School District

ATTACHMENT G

WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

YEAR 20  **Withholding Exemption Certificate** CALIFORNIA FORM **590**  
 (This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18682. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent. (Please type or print)		Withholding agent's name	
Vendor/Payee's name <u>Kiz Construction</u>		Vendor/Payee's <input type="checkbox"/> Social security number <input type="checkbox"/> SOS no. <input checked="" type="checkbox"/> California corp. no. <input type="checkbox"/> FEIN <u>26-3990054</u>	Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street) <u>5520 Tash Bell Ln</u>		APT. no.	Private Mailbox no.
City <u>Cornucopia</u>	State <u>CA</u>	Vendor/Payee's daytime telephone no. <u>(916) 7157771</u>	
		ZIP Code <u>95608</u>	

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

- Individuals - Certification of Residency:**  
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.
- Corporations:**  
The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.
- Partnerships:**  
The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. Note: For withholding purposes, a Limited Liability Partnership is treated like any other partnership.
- Limited Liability Companies (LLC):**  
The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.
- Tax-Exempt Entities:**  
The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.
- Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**  
The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- California Irrevocable Trusts:**  
At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.
- Estates - Certification of Residency of Deceased Person:**  
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

CERTIFICATE: Please complete and sign below.

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

Vendor/Payee's name and title (type or print) Paul Kiz president  
 Vendor/Payee's signature [Signature] Date 05-09-16

Request for Taxpayer  
 Identification Number and Certification

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

Name (as shown on your income tax return)  
Poul Kiz

Business name/disregarded entity name, if different from above  
Kiz Construction

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) \*  
 Other (see instructions) \*

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
5520 Tashi Bell Ln

City, state, and ZIP code  
Carmichael CA 95608

Requester's name and address (optional)  
 \_\_\_\_\_

List account number(s) here (optional)  
 \_\_\_\_\_

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number								
				-				

Employer identification number								
2	6	-	3	9	9	0	0	5

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

Sign Here: Signature of U.S. person Poul Kiz Date \_\_\_\_\_

**General Instructions**

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

Future developments. The IRS has created a page on [irs.gov](http://irs.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we released it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7)

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



# Attachment I

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## BLANKET ADDITIONAL INSUREDS - OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Policy Number: NA103150703	Endorsement Effective: 8/4/2015 12:01 a.m.
Named Insured PAUL A KIZ, DBA: KIZ CONSTRUCTION	Countersigned By: 

### SCHEDULE

<b>Name of Person or Organization:</b> Any person or organization that the named insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy.
Location:

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

- A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:
  - 2. **Exclusions**  
 This insurance does not apply to "bodily injury" or "property damage" occurring after:
    - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
    - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. The words "you" and "your" refer to the Named Insured shown in the Declarations.
- D. "Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

#### Primary Wording

If required by written contract or agreement: Such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the named insured and shall not contribute to it.

#### Waiver of Subrogation

If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.

# Attachment J

**Kiz Construction**

**PROPOSAL**

5520 Tashi Bell Lane  
 Carmichael, CA 95608  
 License# 775681 DIR# 1000029219  
 Phone# 916-715-7771 Fax 916-487-6698

Date:	Proposal#
05/03/2016	201611

Name/Address:  
Lindhurst High School  
4446 Olive Ave  
Olivehurst, CA 95961

Project	Terms	Salesperson
Culinary room upgrades		Paul Kiz

Qty	DESCRIPTION	PRICE	TOTAL
	Furnish all labor, material and equipment to open up a wall to: Demo all cabinets and counter tops. Raise exhausts for microwaves. Install owner provided exhaust fan, install electrical circuit for the fan Move, cap and modify existing plumbing to accommodate new sinks, install owner provided sinks, garbage disposals and facets. Move all surface mount electrical in to the wall, install new outlets, move outlet for double oven. Remove existing storage room door and install new solid core door with a transfer grill above. Install white subway tile above counter tops to ceiling on all walls. Paint the ceiling and grills.	\$ 32,000.00	\$ 32,000.00

**TOTAL: \$32,000.00**

**Acceptance of Proposal:**

**75**

## Project Information

**FORM**

Form Type: PWC-100 Project Award Date: 5/24/2016

**AWARDING BODY INFORMATION**

Name: Marysville Joint Unified School District/Maint Dept Primary Contact: Julie Brown  
 Address: 1919 B Street Primary Email: jbrown@mjusd.com  
 Maintenance Department Work Phone: 5307496183  
 Marysville, CA 95901

**PROJECT INFORMATION**

Project Name: LHS CULINARY Project #: R16-03755  
 Brief Description: CULINARY REVAMP Contract #: R16-03755  
 Contract Amount: \$35500.00 Number of Prime Contractors: 1  
 Total Project Cost: \$35500.00  
 Alternative Model: None Apply  
 Physical Address: 4446 Olive Drive Olivehurst, CA 95691 YUBA Billing Address: 1919 B Street Marysville, CA 95901

## Project Information 2

**PWC-100**

Project Name: LHS CULINARY Project #: R16-03755 Contract #: R16-03755 Status: New Submission

**PROJECT INFORMATION**

**Project Dates**

First Advertised Bid: 5/1/2016 Estimated or Actual Start: 6/6/2016  
 Estimated or Actual Completion: 8/9/2016

**Propositions**

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)? No  
 Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)? No

**Compliance and Agreements:**

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code? No  
 Will you operate a DIR-Approved Labor Compliance Program(LCP) for this project? Yes  
 Is there a Project Labor Agreement (PLA) associated with this project? No

## Contractor Information

**Project Manager**

Email Address	Name	Title	Work Phone
lbarnett@mjusd.com	Travis Barnett	Lead Supervisor	530-749-6184

**General Contractor1**

CSLB/Certificate Number	NAME	Address	Email	Classification
775681	KIZ CONSTRUCTION	5520 TASHI BELL LANE CARMICHAEL, CA 95608	paulkiz@comcast.net	CARPENTERS

Attached update  
 to PD 6/27/16

76

## Project Information

**FORM**

Form Type: PWC-100 Project Award Date: 5/24/2016

**AWARDING BODY INFORMATION**

Name: Marysville Joint Unified School District/Maint Dept Primary Contact: Julie Brown  
 Address: 1919 B Street Primary Email: jbrown@mjud.com  
 Maintenance Department Work Phone: 5307496183  
 Marysville, CA 95901

**PROJECT INFORMATION**

Project Name: LHS CULINARY Project #: R16-03755  
 Brief Description: CULINARY REVAMP Contract #: R16-03755  
 Contract Amount: \$32000.00 Number of Prime Contractors: 1  
 Total Project Cost: \$32000.00  
 Alternative Model: None Apply  
 Physical Address: 4446 Olive Drive Billing Address: 1919 B Street  
 Olivehurst, CA 95691 YUBA Marysville, CA 95901

## Project Information 2

**PWC-100**

Project Name: LHS CULINARY Project #: R16-03755 Contract #: R16-03755 Status: New Submission

**PROJECT INFORMATION**

**Project Dates**

First Advertised Bid: 5/1/2016 Estimated or Actual Start: 6/6/2016  
 Estimated or Actual Completion: 8/9/2016

**Propositions**

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)? No  
 Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)? No

**Compliance and Agreements:**

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code? No  
 Will you operate a DIR-Approved Labor Compliance Program(LCP) for this project? Yes  
 Is there a Project Labor Agreement (PLA) associated with this project? No

## Contractor Information

**Project Manager**

Email Address	Name	Title	Work Phone
tbarnett@mjud.com	Travis Barnett	Lead Supervisor	530-749-6184

**General Contractor1**

CSLB/Certificate Number	NAME	Address	Email	Classification
775681	KIZ CONSTRUCTION	5520 TASHI BELL LANE CARMICHAEL, CA 95608	paulkiz@comcast.net	CARPENTERS



Marysville Joint Unified School District

1919 B Street, Marysville, California 95901
Purchasing Department

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$45,000

THIS CONTRACT made and entered into on September 13, 2016 (Insert Board meeting date or ratification date), by and between Kiz Construction 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 Three thousand One hundred 00 and No/100 Dollars (\$43,100.00)

(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: C13 (add applicable to trade).

- 3. (Check contractor license classification appropriateness at: http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/ and contractor license status at: https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx).

- 4. This contract shall commence upon Board approval as of September 14 (insert date after Board approval date or ratification date) with work to be completed within Twenty Two (22) consecutive days and/or by September 14, 2016.

- 5. SCOPE OF WORK: By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS: (Describe in detail the scope of the proposed project and materials to be furnished)

- Refer to ATTACHMENT J, attached hereto (Insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000)

Business Services Department
Approval: [Signature]
Date: 8/29/16

78



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
x ATTACHMENT A - Contractor Certification Form
x ATTACHMENT B - Terms and Conditions (5 pages)
x ATTACHMENT C - Contractor's Certificate Regarding Workers' Compensation
x ATTACHMENT D - Criminal Background Investigation/Fingerprinting Certificate
x ATTACHMENT E - Prevailing Wage and Related Labor Requirements Certification
x ATTACHMENT F - Proof of Contractor Annual Registration with DIR
on file ATTACHMENT G - Withholding Exemption Certificate - CA Form 590
on file ATTACHMENT H - W9 Form
on file ATTACHMENT I - Certificate of Insurance and Additional Insured Endorsement
x ATTACHMENT J - Scope of Work

TYPE OF BUSINESS ENTITY

- Individual
x Sole Proprietorship
Partnership
Corporation
Other

TAX IDENTIFICATION

26-3990054
Employer Identification Number

License No: 775681 Classification: C13 Expiration Date: 3/31/2018

(District Use Only: License verified by \_\_\_\_\_ Date: \_\_\_\_\_)
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
Contractor Address: 5520 Tashi Bell Lane
Carmichael, CA 95608
Phone: 916-715-7771
Email: paulkiz@comcast.net
Print Name:
Title: Assistant Superintendent Business Svc
Authorized Signature: [Signature]
District Acceptance: Ryan DiGiulio, Assistant Superintendent of Business Services
Date: Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

Edward Kiz
Roman Kiz
Tim Kolesnik

Name(s) of employee(s):

[Empty signature lines]

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

Dated: 08-25-16

Kiz Construction (Company)

[Signature] (Authorized Signature)

Paul Kiz (Print Name)

Assistant Superintendent Business Svc (Title)

(Complete only if pertinent)

80



## 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](http://www.dir.ca.gov)).

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

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

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

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

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

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

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

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

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

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

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

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

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



## Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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



## Marysville Joint Unified School District

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

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

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

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

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

**ARTICLE 5. ASSIGNMENT:** Contractor shall not assign or transfer by operation 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



## Marysville Joint Unified School District

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

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

**ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT**

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

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

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

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

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

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

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

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

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



## Marysville Joint Unified School District

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

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

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

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

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

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing 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 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.  
Revised 05-17-2016

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

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

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

**THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED September 14, 2016 (insert date after Board approval date or ratification date) consisting of Article 1 through Article 21**

85



Marysville Joint Unified School District

ATTACHMENT C

CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION

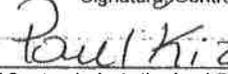
Labor Code section 3700 in relevant part provides:

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)

86



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.: Lindhurst High School Fencing Project between the Marysville Joint Unified School District ("District" or "Owner") and Kiz Construction ("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):

[X] 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

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: Assistant Superintendent Business Svc Date: 8/29/16

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)

88



Marysville Joint Unified School District

ATTACHMENT E

PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT NAME OR CONTRACT NO.: Lindhurst High School Fencing Project  
between Marysville Joint Unified School District (the "District" or the "Owner") and  
Kiz Construction (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: 08-25-16  
Proper Name of Contractor: Paul Kiz Kiz Construction  
Signature: [Handwritten Signature]  
Print Name: Paul Kiz  
Title: Assistant Superintendent Business Svc

(Remainder of page left blank intentionally)



Public Works

### Public Works Contractor (PWC) Registration Search

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

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

Registration Year:

PWC Reg:

Contractor

License N

County:

Contractor Information	Legal Entity Information	Workers' Compensation
<b>Legal Name</b> PAUL KIZ	<b>Legal Entity Type</b> SOLE PROPRIETOR	
<b>Trade Name</b> KIZ CONSTRUCTION		
<b>License Number(s)</b> CSLB :775681		
<b>Mailing Address</b> 5520 TASHI BELL LANE CARMICHAEL, CA 95608		
<b>Physical Address</b> 5520 TASHI BELL LANE CARMICHAEL, CA 95608		
<b>Email Address</b> PAULKIZ@COMCAST.NET		

Search Results  
One registered

Details Legal Information

View PAUL

About

Who

DIR

Contact

# Attachment J

## Kiz Construction

## PROPOSAL

5520 Tashi Bell Lane  
 Carmichael, CA 95608  
 License# 775681 DIR# 1000029219  
 Phone# 916-715-7771 Fax 916-487-6698

Date:	Proposal#
08/23/2016	201630

<u>Name/Address:</u> <u>Lindhurst High School</u> <u>4446 Olive Ave</u> <u>Olivehurst, CA 95961</u>
--

Project	Terms	Salesperson
Fence		Paul Kiz

Qty	DESCRIPTION	PRICE	TOTAL
1	Furnish all labor, material and equipment to locate underground utilities, demo and dispose existing chain link fence and install 320lf of black rod iron fence in front of the school at Lindhurst High.	\$ 43,100.00	
			\$ 43,100.00

**Acceptance of Proposal:**

91



# Marysville Joint Unified School District



## Amendment to Contract for Cedar Lane

Both parties agree that the not-to-exceed amount for the contract dated 6/05/2015 shall be increased from \$6,800 to \$ 7,600. Lois Gardner Mendoza provided 2 additional days, May 19 & 24 at Cedar Lane Elementary beyond what was Board approved on July 28, 2015. Both Parties agree that the not-to-exceed amount shall be increased from \$6,800 to \$7,600. The added scope was an overview and familiarization with the new ELA curriculum Wonders.

Contractor Name: Lois Gardner Mendoza  
Authorized Signature: Lois Gardner Mendoza  
Date: 8/25/16

District Acceptance: RL  
Ryan DiGiulio, Assistant Superintendent of Business Services

93

Business Services Department  
Approval: RL  
Date: 8/25/16

# Cedar Lane Elementary

## Exhibit A

### Scope of Work

Scope of Work provided by: Lois Gardner Mendoza

Beginning on: September 1, 2015

Concluding on: June 20, 2016

Payment: \$400.00 per day x 19 = \$7,600.00

Service:

DAY	DATE	SITE	PURPOSE
1	August 30	CLE	Site Visit
2	September 15	CLE	Articulation Meetings
3	September 16	CLE	Articulation Meetings
4	September 17	CLE	Articulation Meetings
5	October 12	CLE	Buyback Day – ELD Standards
6	November	CLE	Articulation Meetings – ELD Strategies
7	November 10	CLE	Articulation Meetings – ELD Strategies
8	November 12	CLE	Articulation Meetings – ELD Strategies
9	December 7	CLE	Walkthrough with Principal
10	February 10	CLE	Articulation Meetings – Automaticity
11	February 16	CLE	Articulation Meetings – Automaticity
12	February 17	CLE	Articulation Meetings – Automaticity
13	March 7	CLE	Work with Second Grade
14	March 21	CLE	Work with Second Grade
15	March 22	CLE	Work with Second Grade
16	April 11	CLE	Work with Second Grade
17	May 18	CLE	Articulation Meetings
18	May 19	CLE	Articulation Meetings
19	May 24	CLE	Articulation Meetings

Additional  
Dates }>



CONTRACT SERVICES AGREEMENT  
School Site-Services

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this date, **June 5, 2015** (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and **Lois Gardner Mendoza** (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 **2015-2016** commencing from **September 1, 2015 – June 30, 2016**.

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 **\$6,800.00** (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 monthly increments of 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

Business Services Department

Approval: [Signature]  
Date: 7/15/15

95

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, principal of Schools (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, Contractor **Lois Gardner Mendoza** 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.

- 3.5 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 (vi) 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

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

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:**  
Lois Gardner Mendoza  
9317 Dovewood Court  
Orangevale, CA 95662

Phone: 916-987-9421  
Fax: \\  
Email: loisgm@pacbell.net

**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.
- 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: Gay Todd 7/28/15  
Gay Todd, Superintendent

Contractor

By: Lois Gardner Mendoza  
Name: Lois Gardner Mendoza  
Title: ELA Consultant

# Cedar Lane Elementary

## Exhibit A

### Scope of Work

Scope of Work provided by: Lois Gardner Mendoza

Beginning on: September 1, 2015

Concluding on: June 20, 2016

Payment: \$400.00 per day x 17 = \$6,800.00

Service:

DAY	DATE	SITE	PURPOSE
1	September 15	CLE	Articulation Meetings – Evaluating CCSS Unit with EQuIP Rubric
2	September 16	CLE	Articulation Meetings – Evaluating CCSS Unit with EQuIP Rubric
3	September 17	CLE	Articulation Meetings – Evaluating CCSS Unit with EQuIP Rubric
4	October 12	CLE	Buyback Day – ELD Standards
5	October 25		Walkthrough with Principal
6	November 3	CLE	Articulation Meetings – ELD Strategies
7	November 4	CLE	Articulation Meetings – ELD Strategies
8	November 5	CLE	Articulation Meetings – ELD Strategies
9	December 6		Walkthrough with Principal
10	February 16	CLE	Articulation Meetings – Close Reading
11	February 17	CLE	Articulation Meetings – Close Reading
12	February 18	CLE	Articulation Meetings – Close Reading
13	March 7	CLE	Walkthrough with Principal
14	April 12	CLE	Articulation Meetings – CCSS Writing
15	April 13	CLE	Articulation Meetings – CCSS Writing
16	April 14	CLE	Articulation Meetings – CCSS Writing
17	May 5	CLE	Walkthrough with Principal