

2018-19 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca18asstoc.asp>.

CDE Program Contact:

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

Consolidated Application Certification Statement

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

Authorized Representative's Full Name	Gay Todd
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative Signature Date	06/27/2018

*****Warning*****

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

2018-19 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

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

Protected Prayer Certification Statement

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

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

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Gay Todd
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/27/2018
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

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2018-19 LCAP Federal Addendum Certification**CDE Program Contact:**Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233

Pursuant to Section 1112 (Title 20, United States Code, Section 6312) of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (ESSA), a local educational agency (LEA) may receive a subgrant from the State only if the LEA has on file with the State a plan approved by the State educational agency.

Within California, LEAs that apply for ESSA funds are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve as the ESSA LEA Plan.

In order to apply for funds, the LEA must certify that the completed Addendum will be approved by the local governing board or governing body of the LEA and submitted to the California Department of Education (CDE), and that the LEA will work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

County Offices of Education and School Districts Enter the original approval date of the county office of education or school district 2017-18 – 2019-20 LCAP	09/01/2017
Charter Schools Enter the adoption date of the charter school LCAP	
Authorized Representative's Full Name	Gay Todd
Authorized Representative's Title	Superintendent

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2018-19 Application for Funding**CDE Program Contact:**Education Data Office, ConApp@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

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

Date of approval by local governing board	06/26/2018
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District English Learner Advisory Committee (DELAC) Review

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

DELAC representative's full name	Graciela Zambrano
DELAC review date	02/22/2018
Meeting minutes web address	http://www.mjUSD.com/District/Departments/Educational-Services/English-Learner/index.html
Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment	
If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

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

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes

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2018-19 Application for Funding

CDE Program Contact:

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

<p>Title IV, Part A (Student Support)</p> <p>ESSA Sec. 1112(b)</p> <p>SACS 4127</p>	<p>Yes</p>
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Marysville Joint Unified School District

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

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

THIS CONTRACT made and entered into on June 26, 2018 (Insert Board meeting date or ratification date), by and between Dave Boberg Wood Floors 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:

Nineteen thousand Eight hundred Eighteen and No /100 Dollars (\$ 19,818.00)

(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: C15 (add applicable to trade).
3. (Check contractor license classification appropriateness at: http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/ and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of June 27 2018. (Insert date after Board approval date or ratification date) with work to be completed within () consecutive days and/or by August 31 2018.
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to ATTACHMENT J, attached hereto (Insert or attached proposal must state at prevailing wage for all services \$1,000 or above but not to exceed \$45,000)



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

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

TYPE OF BUSINESS ENTITY

☐ Individual
☒ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ Other

TAX IDENTIFICATION

29-2920785
 Employer Identification Number

License No: 830023 Classification: C15 Expiration Date: 12/31/2019

(District Use Only: License verified by Julie Brown Date: 5/15/2018
 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: Dave Bobera Wood Floors

Contractor Address: _____
 PO Box 2127
 Rocklin, CA 95677

Phone: (916) 435-9292

Email: boberadave@gmail.com

Print Name: Dave Bobera

Title: Owner

Authorized Signature: [Signature]

District Acceptance: _____
 Michael Hodson, 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):

Dave Boberg
Craig Burford
Hunter Boberg

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: 5/22/18

Dave Boberg Wood Floors (Company)

Dave Boberg (Authorized Signature)

Dave Boberg (Print Name)

Owner (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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

Revised 02-28-2017

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 it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

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

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

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

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

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect



Marysville Joint Unified School District

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



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED June 27, 2018
(Insert date after Board approval date or ratification date)
consisting of Article 1 through Article 21



Marysville Joint Unified School District

ATTACHMENT C

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

Labor Code section 3700 in relevant part provides:

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

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

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

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


Signature, Contractor's Authorized Representative

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT D

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: Recoat Gym Floors, MHS,LHS, Edge., McKenney, Y6 between the Marysville Joint Unified School District ("District" or "Owner") and Dave Boberg Wood Floors ("Contractor" or "Bidder").

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

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

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

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

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

Name: Dave Boberg

Title: Owner

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS


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

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

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

Other, describe:

DISTRICT

Signature:  Title: Director Buildings & Grounds Date: 5-22-18
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Recoat Gym Floors, MHS, LHS, Edge., McKenney, YG
between Marysville Joint Unified School District (the "District" or the "Owner") and
Dave Boberg Wood Floors (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:

5/22/18

Proper Name of Contractor:

David M Boberg

Signature:

[Handwritten Signature]

Print Name:

Dave Boberg

Title:

Owner

(Remainder of page left blank intentionally)

Attachment F

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
DAVE BOBERG	1000021762	PLACER	ROCKLIN	CSLB:830023	Active	07/04/2017	06/30/2018

Attachment J

DAVE BOBERG WOOD FLOORS

ED LAWLER

5/11/18

New Floors Installed • Old Floors Made New

3rd Generation Hardwood Floor Craftsman

Residential and Commercial

License #830023

P.O. Box 2127

Rocklin, CA 95677-2127

Cell: (916) 390-2795

Phone: (916) 435-9292

bobergdave@gmail.com

"ALL WORKMANSHIP GUARANTEED"

INVOICE NO.

NAME: MARYSVILLE UNIFIED SCHOOL

DATE: 5/10/18

ADDRESS: 1919 B ST

TELEPHONE:

CITY: MARYSVILLE CA

EMAIL:

CONTRACTOR NAME: BID

CONTRACTOR #: BID

DESCRIPTION	COST
Cost of materials & labor to refinish existing floor. RECOAT GYM FLOORS MARYSVILLE HIGH 10,000.SQ --- DAVE BOBERG WOOD FLOORS WILL WARRANTEE 110% WOOD FLOORS FROM ANY ISSUES THAT MAY ARISE DUE TO BONA SUPERSPORTS FINISH---	5,000.00
Cost of materials & labor to install new floor.	
Description of materials to be used: SCREEN CLEAN AND RECOAT WITH 2 COATS WATERBASE GLOSS FINISH DRY SCREEN WITH 150 THEN AUTO SCRUB WITH SPP PADS THEN CLEAN FLOORS THEN LAY DOWN 2 COATS FINISH BONA SUPER SPORT GLOSS FINISH ---PRICE INCLUDES LABOR AND MATERIAL TO COAT GYM	0
Cost of materials & labor to repair existing floor.	0
Cost of removing waste from job site.	0

ALL INVOICES DUE & PAYABLE UPON COMPLETION OF JOB.

Terms and conditions of this contract have been accepted by:

X _____ 5/10/18

Signature

Date

Dave Boberg wood Floor will be paying prevailing wage as this project

169

PAYMENT SCHEDULE

TOTAL

5,000.00

DEPOSIT ON
MATERIALS
DELIVERED

85% OF JOB
COMPLETION

BALANCE

5,000.00

Attachment J

DAVE BOBERG WOOD FLOORS

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3rd Generation Hardwood Floor Craftsman

Residential and Commercial

License #830023

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Phone: (916) 435-9292

bobergdave@gmail.com

ED LAWRENCE
5-11-18

"ALL WORKMANSHIP GUARANTEED"

INVOICE NO.

NAME: MARYSVILLE UNIFIED SCHOOL

DATE: 5/10/18

ADDRESS: 1919 B ST

TELEPHONE:

CITY: MARYSVILLE CA

EMAIL:

CONTRACTOR NAME: BID

CONTRACTOR #: BID

DESCRIPTION	COST
Cost of materials & labor to refinish existing floor. RECOAT GYM FLOORS LINDHURST HIGH 9400 SQ DAVE BOBERG WOOD FLOORS WILL WARRANTEE 110% WOOD FLOORS FROM ANY ISSUES THAT MAY ARISE DUE TO BONA SUPERSPORTS FINISH—	4,700.00
Cost of materials & labor to install new floor. Dave Boberg will be paying prevailing wage on this project	
Description of materials to be used: SCREEN CLEAN AND RECOAT WITH 2 COATS WATERBASE GLOSS FINISH DRY SCREEN WITH 150 THEN AUTO SCRUB WITH SPP PADS THEN CLEAN FLOORS THEN LAY DOWN 2 COATS FINISH BONA SUPER SPORT GLOSS FINISH —PRICE INCLUDES LABOR AND MATERIAL TO COAT GYM	0
Cost of materials & labor to repair existing floor.	0
Cost of removing waste from job site.	0

ALL INVOICES DUE & PAYABLE UPON COMPLETION OF JOB.

Terms and conditions of this contract have been accepted by:

X

5/10/18

Signature

Date

PAYMENT
SCHEDULE

TOTAL

DEPOSIT ON
MATERIALS
DELIVERED

85% OF JOB
COMPLETION

BALANCE

4,700.00

ED LAUTNER
5-11-18

DAVE BOBERG WOOD FLOORS

New Floors Installed • Old Floors Made New
3rd Generation Hardwood Floor Craftsman
Residential and Commercial

License #830023
P.O. Box 2127
Rocklin, CA 95677-2127

Cell: (916) 390-2795
Phone: (916) 435-9292
bobergdave@gmail.com

"ALL WORKMANSHIP GUARANTEED"

INVOICE NO.

NAME: MARYSVILLE UNIFIED SCHOOL DATE: 5/10/18
ADDRESS: 1919 B ST TELEPHONE: _____
CITY: MARYSVILLE CA EMAIL: _____
CONTRACTOR NAME: BID CONTRACTOR #: BID

DESCRIPTION	COST
Cost of materials & labor to refinish existing floor. RECOAT GYM FLOORS EDG WATER ELEM 5836 SQ --- DAVE BOBERG WOOD FLOORS WILL WARRANTEE 110% WOOD FLOORS FROM ANY ISSUES THAT MAY ARISE DUE TO BONA SUPERSPORTS FINISH---	2918,00
Cost of materials & labor to install new floor. Dave & Boberg wood floors will be paying prevailing wages on this project	
Description of materials to be used: SCREEN CLEAN AND RECOAT WITH 2 COATS WATERBASE GLOSS FINISH DRY SCREEN WITH 150 THEN AUTO SCRUB WITH SPP PADS THEN CLEAN FLOORS THEN LAY DOWN 2 COATS FINISH BONA SUPER SPORT GLOSS FINISH ---PRICE INCLUDES LABOR AND MATERIAL TO COAT GYM	0
Cost of materials & labor to repair existing floor.	0
Cost of removing waste from job site.	0

ALL INVOICES DUE & PAYABLE UPON COMPLETION OF JOB.

Terms and conditions of this contract have been accepted by:

X _____ 5/10/18
Signature Date

P A Y M E N T S C H E D U L E	TOTAL	2,918.00
	DEPOSIT ON MATERIALS DELIVERED	
	85% OF JOB COMPLETION	
	BALANCE	2.918.00

AWARD ED LAUTHER
5-11-18

DAVE BOBERG WOOD FLOORS

New Floors Installed • Old Floors Made New

License #830023
P.O. Box 2127
Rocklin, CA 95677-2127

3rd Generation Hardwood Floor Craftsman
Residential and Commercial

Cell: (916) 390-2795
Phone: (916) 435-9292
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"ALL WORKMANSHIP GUARANTEED"

INVOICE NO.

NAME: MARYSVILLE UNIFIED SCHOOL

DATE: 5/10/18

ADDRESS: 1919 B ST

TELEPHONE: _____

CITY: MARYSVILLE CA

EMAIL: _____

CONTRACTOR NAME: BID

CONTRACTOR #: BID

DESCRIPTION	COST
Cost of materials & labor to refinish existing floor. RECOAT GYM FLOORS <u>YUBA GARDENS</u> 7200 SQ FEET — DAVE BOBERG WOOD FLOORS WILL WARRANTEE 110% WOOD FLOORS FROM ANY ISSUES THAT MAY ARISE DUE TO BONA SUPERSPORTS FINISH—	3,600.00
Cost of materials & labor to install new floor. <i>Dave Boberg wood floor will be paying prevailing wage on this project</i>	
Description of materials to be used: SCREEN CLEAN AND RECOAT WITH 2 COATS WATERBASE GLOSS FINISH DRY SCREEN WITH 150 THEN AUTO SCRUB WITH SPP PADS THEN CLEAN FLOORS THEN LAY DOWN 2 COATS FINISH BONA SUPER SPORT GLOSS FINISH —PRICE INCLUDES LABOR AND MATERIAL TO COAT GYM	0
Cost of materials & labor to repair existing floor.	0
Cost of removing waste from job site.	0

ALL INVOICES DUE & PAYABLE UPON COMPLETION OF JOB.

Terms and conditions of this contract have been accepted by:

5/10/18

Date

PAYMENT SCHEDULE	TOTAL	3,600.00
	DEPOSIT ON MATERIALS DELIVERED	
	85% OF JOB COMPLETION	
	BALANCE	3,600.00

ED LAWRENZ
[Signature]
5-11-18

DAVE BOBERG WOOD FLOORS

New Floors Installed • Old Floors Made New
3rd Generation Hardwood Floor Craftsman
Residential and Commercial

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"ALL WORKMANSHIP GUARANTEED"

INVOICE NO.

NAME: MARYSVILLE UNIFIED SCHOOL
ADDRESS: 1919 B ST
CITY: MARYSVILLE CA
CONTRACTOR NAME: BID

DATE: 5/10/18
TELEPHONE: _____
EMAIL: _____
CONTRACTOR #: BID

DESCRIPTION	COST
Cost of materials & labor to refinish existing floor. RECOAT GYM FLOORS. MCKENNY 7200 SQ FEET DAVE BOBERG WOOD FLOORS WILL WARRANTEE 110% WOOD FLOORS FROM ANY ISSUES THAT MAY ARISE DUE TO BONA SUPERSPORTS FINISH—	3,600.00
Cost of materials & labor to install new floor. <i>Dave Bobery wood floors</i> <i>will be paying prevailing wage on this project</i>	
Description of materials to be used: SCREEN CLEAN AND RECOAT WITH 2 COATS WATERBASE GLOSS FINISH DRY SCREEN WITH 150 THEN AUTO SCRUB WITH SPP PADS THEN CLEAN FLOORS THEN LAY DOWN 2 COATS FINISH BONA SUPER SPORT GLOSS FINISH —PRICE INCLUDES LABOR AND MATERIAL TO COAT GYM	0
Cost of materials & labor to repair existing floor.	0
Cost of removing waste from job site.	0

ALL INVOICES DUE & PAYABLE UPON COMPLETION OF JOB.

Terms and conditions of this contract have been accepted by:

X _____ 5/10/18
Signature Date

PAYMENT SCHEDULE	TOTAL	3,600.00
	DEPOSIT ON MATERIALS DELIVERED	
	85% OF JOB COMPLETION	
	BALANCE	3,600.00



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 830023

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 5/15/2018 12:37:38 PM

Business Information

DAVE BOBERG WOOD FLOORS
P O BOX 2127
ROCKLIN, CA 95677
Business Phone Number:(916) 390-2795

Entity Sole Ownership
Issue Date 12/30/2003
Expire Date 12/31/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C15 - FLOORING AND FLOOR COVERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with ACCREDITED SURETY AND CASUALTY COMPANY INC.
Bond Number: 10089704
Bond Amount: \$15,000
Effective Date: 03/08/2018
Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the TRANSPORTATION INSURANCE COMPANY
Policy Number:FLA006146
Effective Date: 06/15/2017
Expire Date: 06/15/2018
Workers' Compensation History



Marysville Joint Unified School District

1919 B Street, Marysville, California 95901
Purchasing Department

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

THIS CONTRACT made and entered into on June 26, 2018 (Insert Board meeting date or ratification date), by and between Jeff Huber 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:

Nine thousand Four hundred Ninety and No/100 Dollars (\$ 9,490.00)

(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: C8 (add applicable to trade).
3. (Check contractor license classification appropriateness at: http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/ and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of June, 27, 2018. (insert date after Board approval date or ratification date) with work to be completed within () consecutive days and/or by August, 31, 2018.
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to **ATTACHMENT J**, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but not to exceed \$45,000)



Marysville Joint Unified School District

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):

Blaine Huber
Alce Amata

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: 5-16-18

Jeff Huber Construction (Company)

Jeff Huber (Authorized Signature)

Jeff Huber (Print Name)

Owner (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit

contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

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

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

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

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

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

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

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect



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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such

provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

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

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

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

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

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$45,000 or the project will become subject to California Uniform Public Construction Cost Accounting Act (CUPCAA) bid regulations. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED June 27 **2018**
(Insert date after Board approval date or ratification date)
consisting of Article 1 through Article 21



Marysville Joint Unified School District

ATTACHMENT C

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION


Labor Code section 3700 in relevant part provides:

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

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

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

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



Signature, Contractor's Authorized Representative

Jeff Huber

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT D

CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: Covillaud School Play Area Concrete between the Marysville Joint Unified School District ("District" or "Owner") and Jeff Huber 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

gjh 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: Jeff Huber *gjh*

Title: Owner

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

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

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

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

_____ Other, describe:

DISTRICT

Signature: _____ Title: Director Buildings & Grounds Date: 5-18-19
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT NAME OR CONTRACT NO.: Covillaud School Play Area Concrete
between Marysville Joint Unified School District (the "District" or the "Owner") and
Jeff Huber 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:

5-16-18

Proper Name of Contractor:

Jeff Huber Construction Jeffrey Carl Huber

Signature:

[Signature]

Print Name:

Jeff Huber

Title:

Owner

(Remainder of page left blank intentionally)

Attachment F

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
JEFFREY CARL HUBER	1000023191	YUBA	MARYSVILLE	CSLB:955541	Active	03/27/2018	06/30/2018



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

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

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ Other

TAX IDENTIFICATION

Employer Identification Number _____

License No: 955541 Classification: C8 Expiration Date: 12/31/2018

(District Use Only: License verified by Julie Brown Date: 5/14/2018)

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: Jeff Huber Construction

Contractor Address: _____
414 Covillaud Place
Marysville, CA 95901

Phone: (530) 844-3334

Email: jhconstruct@hotmail.com

Print Name: Jeff Huber

Title: Owner

Authorized Signature: [Signature]

District Acceptance: _____
 Michael Hodson, Assistant Superintendent of Business Services

Date: _____
 Board Approval Date

Attachment J

5.14.18

Estimate
Number E423
Date 5/12/2018

Bill To
M.J.U.S.D.
C/O Doug Trower

Project
Covillaud School Play Area Concrete

Description	Amount
Dig 6 inch footing	\$800.00
Form and tie steel labor	\$1,600.00
Materials	\$1,450.00
Concrete with fiber and cure	\$1,300.00
Concrete Pumper	\$700.00
Pour and strip labor	\$1,800.00
Clean up and dump fees	\$600.00
15% profit and overhead(fuel, insurance,comp....	\$1,240.00
All non contracted employees to be paid prevailing wage	
Jobsite to kept clean and safe at all times	

Sub Total	\$9,490.00
Total	\$9,490.00

2018/19
gk.



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 955541

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 5/14/2018 10:25:32 AM

Business Information

JEFF HUBER CONSTRUCTION
414 COVILLAND PLACE
MARYSVILLE, CA 95901
Business Phone Number: (530) 844-3334

Entity Sole Ownership
Issue Date 12/13/2010
Expire Date **12/31/2018**

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 WESTERN NATIONAL MUTUAL INSURANCE COMPANY.
Bond Number: W51204071284
Bond Amount: \$15,000
Effective Date: 01/01/2016
Cancellation Date: 06/10/2018
Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number: 9152319
Effective Date: 02/06/2016
Expire Date: 02/06/2019
Workers' Compensation History



MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INSPECTION SERVICES

PROJECT: **MCAA: Portable Addition Project**

This agreement is made and entered into on this **26th day of June, 2018**, by and between the **Marysville Joint Unified School District** hereinafter referred to as "DISTRICT", and **Jack E. Campbell** referred to as "INSPECTOR".

WITNESSETH:

WHEREAS, DISTRICT is causing general construction, repairs and/or replacement to be constructed on DISTRICT property in Yuba County, State of California; and

WHEREAS, INSPECTOR is fully licensed and authorized by the State of California to provide inspections on school buildings, portable school buildings, and other structures.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, IT is AGREED by and between the parties hereto as follows:

1.0. Scope of Work

DISTRICT hereby hires INSPECTOR as an independent contractor to perform inspection services on DISTRICT project(s). Such services shall include, but shall not be limited to:

1.1. Specifications

Inspection of the work during construction to assure that all work is done in accordance with the approved plans and specifications and applicable federal, state, and local building codes.

1.2. Log

The maintenance of a detailed daily inspection log.

1.3. Certification

The certification of work completed and in progress, by the contractor, including material and equipment on or off site for pay request verification purposes.

1.4. Other

Such other services as may be designated by the DISTRICT.

2.0. Term

The term of this agreement shall commence on the date the District determines inspection services are necessary, and shall continue until the District determines inspection services are no longer required.

3.1. Rate

DISTRICT shall compensate INSPECTOR at the rate of:

\$80.00 per hour for DSA Class I;

\$75.00 per hour for DSA Class II;

\$70.00 per hour for DSA Class III & IV

for all time worked during normal working hours, Monday through Friday up to eight (8) hours per day. Hours worked in excess of eight (8) hours per day, forty (40) hours per week, and on Saturdays shall be compensated at the rate of 1.5 times the hourly rate stated above. All hours worked on Sundays and holidays shall be compensated at the rate of 2.0 times the hourly rate stated above. All overtime work shall be authorized in advance by the DISTRICT Assistant Superintendent, Business Services or designee.

The total fees (including reimbursable expenses) not-to-exceed: \$ **5,500.00**

3.2. Reimbursable Expenses

DISTRICT shall reimburse INSPECTOR for necessary out of pocket expenses, i.e., plan reproductions, long distance telephone calls, and/or film and development costs used for provided services.

3.3. Time Sheets and Payment

INSPECTOR shall submit monthly invoices at the end of each month identifying regular time, overtime, mileage log and receipts for out of pocket expenses. Payment shall be made in full by DISTRICT to INSPECTOR within thirty (30) working days after approval by the District Business Office.

4.0. Records

INSPECTOR shall maintain at all times complete detailed records and an inspection log with regard to the services performed under this agreement. The records shall be the property of the DISTRICT.

5.0. Non-assignability

This agreement and the rights and duties hereunder shall not be assigned in whole or in part without written consent of the DISTRICT.

6.0. Insurance

INSPECTOR shall provide any required insurance at his/her own expense.

7.0. Fingerprint Certification

INSPECTOR will maintain compliance at all times with Education Code Section 45125.2.

This agreement may be canceled by the DISTRICT or the INSPECTOR upon the giving of thirty (30) calendar days advance written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation, the INSPECTOR shall be paid for all services performed up to the date of the cancellation.

IN WITNESS WHEREOF, this agreement has been executed on the day, month, and year first above written.

For "DISTRICT":

Michael Hodson, Assistant Superintendent, Business Services

Date

"INSPECTOR"

Digitally signed by: Jack E. Campbell
DN: CN = Jack E. Campbell email = jcampbell@directcon.net C = US O = Jack E. Campbell
Inspection Services OU = Inspector
Date: 2018.06.05 17:23:14 -08'00'

Jack E. Campbell Class III & IV DSA Inspector

June 6, 2018

Date



MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INSPECTION SERVICES

PROJECT: 8192 LHS: Culinary Arts Phase 2

This agreement is made and entered into on this **26th day of June, 2018**, by and between the **Marysville Joint Unified School District** hereinafter referred to as "DISTRICT", and **Jack E. Campbell** referred to as "INSPECTOR".

WITNESSETH:

WHEREAS, DISTRICT is causing general construction, repairs and/or replacement to be constructed on DISTRICT property in Yuba County, State of California; and

WHEREAS, INSPECTOR is fully licensed and authorized by the State of California to provide inspections on school buildings, portable school buildings, and other structures.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, IT is AGREED by and between the parties hereto as follows:

1.0. Scope of Work

DISTRICT hereby hires INSPECTOR as an independent contractor to perform inspection services on DISTRICT project(s). Such services shall include, but shall not be limited to:

1.1. Specifications

Inspection of the work during construction to assure that all work is done in accordance with the approved plans and specifications and applicable federal, state, and local building codes.

1.2. Log

The maintenance of a detailed daily inspection log.

1.3. Certification

The certification of work completed and in progress, by the contractor, including material and equipment on or off site for pay request verification purposes.

1.4. Other

Such other services as may be designated by the DISTRICT.

2.0. Term

The term of this agreement shall commence on the date the District determines inspection services are necessary, and shall continue until the District determines inspection services are no longer required.

3.1. Rate

DISTRICT shall compensate INSPECTOR at the rate of:

\$80.00 per hour for DSA Class I;

\$75.00 per hour for DSA Class II;

\$70.00 per hour for DSA Class III & IV

for all time worked during normal working hours, Monday through Friday up to eight (8) hours per day. Hours worked in excess of eight (8) hours per day, forty (40) hours per week, and on Saturdays shall be compensated at the rate of 1.5 times the hourly rate stated above. All hours worked on Sundays and holidays shall be compensated at the rate of 2.0 times the hourly rate stated above. All overtime work shall be authorized in advance by the DISTRICT Assistant Superintendent, Business Services or designee.

The total fees (including reimbursable expenses) not-to-exceed: **\$ 16,875.00**

3.2. Reimbursable Expenses

DISTRICT shall reimburse INSPECTOR for necessary out of pocket expenses, i.e., plan reproductions, long distance telephone calls, and/or film and development costs used for provided services.

3.3. Time Sheets and Payment

INSPECTOR shall submit monthly invoices at the end of each month identifying regular time, overtime, mileage log and receipts for out of pocket expenses. Payment shall be made in full by DISTRICT to INSPECTOR within thirty (30) working days after approval by the District Business Office.

4.0. Records

INSPECTOR shall maintain at all times complete detailed records and an inspection log with regard to the services performed under this agreement. The records shall be the property of the DISTRICT.

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This agreement and the rights and duties hereunder shall not be assigned in whole or in part without written consent of the DISTRICT.

6.0. Insurance

INSPECTOR shall provide any required insurance at his/her own expense.

7.0. Fingerprint Certification

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This agreement may be canceled by the DISTRICT or the INSPECTOR upon the giving of thirty (30) calendar days advance written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation, the INSPECTOR shall be paid for all services performed up to the date of the cancellation.

IN WITNESS WHEREOF, this agreement has been executed on the day, month, and year first above written.

For "DISTRICT":

Michael Hodson, Assistant Superintendent, Business Services

Date

"INSPECTOR"

Jack E.
Campb
ell

Digitally signed by: Jack E. Campbell
DN: CN = Jack E. Campbell email = jcampbell@directcon.net
C= US O = Jack E. Campbell Inspection Services OU =
Inspector
Date: 2018.06.08 16:53:25 -06'00'

Jack E. Campbell Class III & IV DSA Inspector

June 26, 2018

Date

Amber
MJUSD
Supt Office

JUN 04 2018

Received by Im

Grant Award Notification

GRANTEE NAME AND ADDRESS

Gay Todd, Ed.D, Superintendent
Marysville Joint Unified SD
1919 B Street Rm 209
Marysville, CA 95901

Attention

District Superintendent or School Administrator

Program Office

Nutrition Services Division

Telephone

530-749-6178

Name of Grant Program

School Breakfast Program and Summer Food Service Program Start-up and Expansion Grant

CDE GRANT NUMBER				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY
FY	PCA	Vendor Number	Suffix	Resource Code	Revenue Object Code	
17	25345	7273	00	5380	8520	58
INDEX						
0190						
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$25,225.00		\$25,225.00		6-1-18	2-1-19
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	

I am pleased to inform you that you have been funded for the School Breakfast Program or Summer Food Service Program Start-up and/or Expansion Grant.

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) within 20 days of receipt to:

FMU—Breakfast Grant
Nutrition Services Division
California Department of Education
1430 N Street, Suite 4503
Sacramento, CA 95814-5901

California Department of Education Contact

Tara Masse

Job Title

School Nutrition Programs Specialist

E-mail Address

breakfastgrant@cde.ca.gov

Signature of the State Superintendent of Public Instruction or Designee

Tom Torlakson

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

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.

Printed Name of Authorized Agent

Michael R Hodson

Title

ASSISTANT SPT, BUSINESS SVCS

E-mail Address

M.Hodson@MJUSD.com

Signature

[Signature]

Telephone

530-749-6115

Date

6/6/18

June 4th, 2018

Ramiro Carreon
Assistant Superintendent of Personnel Services
Marysville Joint Unified School District
1919 B St
Marysville, CA 95901

MJUSD
Personnel Dept
JUN 4 2018
RECEIVED

Lucas A. Browning
23254 Pleasant Valley Rd.
North San Juan, CA 95960

Assistant Superintendent Carreon,

The purpose of this letter is to inform you that I will be resigning from my current position as Assistant Principal at Marysville High School on June 30, 2018.

Sincerely,



Lucas A. Browning

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
22 April 2018

MJUSD
Personnel Dept
APR 22 2018

RECEIVED

Dear Ramiro Carreón,

It has brought me great joy to be employed at Marysville High School for the past year. In the time spent working as the art teacher, I have gained a broader understanding of teaching, and it has been so rewarding. I much appreciate the time and effort that went into training and preparing me for my future years of teaching.

An opportunity has come up to teach full time art for my hometown high school in Corning. After much consideration, I have come to the decision to move towards this change in my life. Friday, March 20th, I spoke with Shevaun Mathews about my decision to relocate to Corning. Please consider this letter to be my official resignation from Marysville High School effective June 8th, the last day of the 2017-2018 school year.

Thank you once again for the opportunity to teach students at Marysville High School and serve alongside such wonderful faculty and administration.

Sincerely,

Tara Calderón

Tara Calderon

Ramiro Carreon
Assistant Superintendent of Personnel Services
1919 B St.,
Marysville, Ca. 95901

MJUSD
Personnel Dept
MAY 29 2018
RECEIVED

May 29, 2018

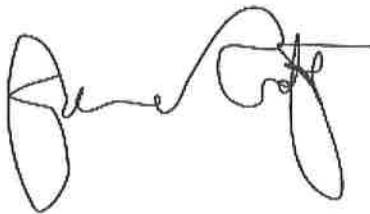
Dear Mr. Carreon,

Please accept this letter as my official resignation from my position as 4th grade teacher with Ella Elementary School. My final day of employment will be the last day of my contract for the 2017/18 school year.

I have thoroughly enjoyed my time here and am honored to have had the chance to touch the lives of so many children. It has been as much a pleasure to learn from them as it has been to teach them. Thank you so very much for the opportunity.

I will work hard in my final days of employment to complete all of the required paperwork and duties assigned to me. I am happy to assist in making the transition as seamless as I can. Please let me know if you need any additional information and do not hesitate to reach out with questions by phone at (530) 218-3733 or email at sdcraft@sbcglobal.net

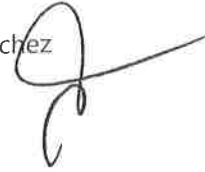
Sincerely,



Shawna Craft
4th Grade Teacher
Ella Elementary School

Ramiro Carreon

From: Genae Belding <gbelding@mjustd.k12.ca.us>
Sent: Thursday, May 31, 2018 3:53 PM
To: Angela Huerta; Ramiro Carreon; Yvonne Sanchez
Subject: Letter of Resignation



Dear Mr. Ramiro Carreon,

I am writing this letter to inform you that I will be leaving my current position as a 1st grade teacher at Kynoch Elementary School. My last day of work will be June 8th, 2018. I have made the difficult decision to accept a teaching position closer to where I reside.

During the past 11 years I have developed many cherished connections with the staff, students, and parents at Kynoch. I thank you for giving me the opportunity to work for such a dynamic school district. It has been a positive experience and I will cherish my time spent working within the Marysville Joint Unified School District.

Sincere Regards,

Genae DuChateau-Belding

Mrs. Belding
1st grade Teacher-Kynoch Elementary
(530)741-6141 ext. 5606-work

MJUSD
Personnel Dept.

MAY 14 2018

May 11, 2018

RE: Letter of Resignation

RECEIVED

TO: MJUSD Personnel Office

I will not be renewing my contract as a science teacher at Marysville Charter Academy for the Arts for the 2018-2019 school year. I have found employment in another district closer to my home and family. Thank you for the opportunity to teach in the district for the past 9 years. I appreciate all of the wonderful people I have worked with and the amazing students I have met.

Sincerely,



Emily Ellsmore
(530) 913-7747

MAY 21 2018



RECEIVED

Dear Mr. Carreon,

Please accept this letter as my formal notice of resignation. I would like to thank you for the opportunity you provided me to work in this district as it has enrich my professional practice and personal life for the relationships this job has afforded. I have received a job offer from a Charter School in the Chico area and I am taking the opportunity to work close to home. I have greatly enjoyed serving the families in the MJUSD area and working alongside the fine people who comprise this school district. Again, thank you for this opportunity and I wish everyone in MJUSD all the best in the years to come as they faithfully serve the families in this area.



Nicholaus S. Ryan, M.A., P.P.S.

School Psychologist

Marysville Joint Unified School District

Melissa Schohr
765 Berry Patch Court
Gridley, CA 95948
(707) 481-5654

MJUSD
Personnel Dept
JUN 1 2018
RECEIVED

May 30, 2018

Marysville Joint Unified School District
Ramiro Carreón
Doug Escherman

Dear Mr. Carreon and Mr. Escherman,

I would like to inform you that I am resigning from my position as P.E.
Instructor for MJUSD / Mary Covillaud Elementary School.

Thank you very much for the opportunities for professional and personal
development that you have provided me during the last two years. I have
enjoyed working for MJUSD and appreciate the support provided me during my
employment with the district.

If I can be of any help during this transition, please let me know.

Sincerely,



Melissa Schohr

Abby Chavez

MJUSD
Personnel Dept

JUN 14 2018

RECEIVED

June 08, 2018

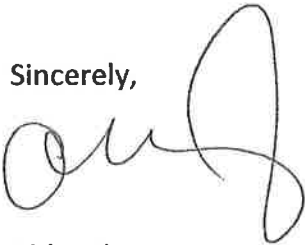
Dear Tracy Pomeroy,

Please accept this letter as my formal resignation from my position as after school support specialist at Dobbins STARS, effective June 08, 2018.

I appreciate the opportunities for growth and development during my time with the STARS program.

If you have any questions regarding this letter, you can contact me at 530-713-8611.

Sincerely,



Abby Chavez

May 25, 2018

MJUSD
Personnel Dept

MAY 25 2018

RECEIVED

Kaycee Banuelos

Personnel Department

Attn: Ramiro Carreon

MJUSD

1919 B Street

Marysville, Ca 95901

Dear. Mr. Carreon,

I have been employed with the school district since 2011. I have been a Para Educator at Olivehurst Elementary school for my entire employment. I was also a parent volunteer for 3 years prior to being hired. I worked with kindergarten, then eventually went on to work with the SDC class, mainly first – third grade.

I have greatly enjoyed my time at Olivehurst, I learned a lot about education, and helped a lot of kids along the way figure out what their learning style was. I learned that I have a real passion helping kids with disabilities.

It is with great sadness that I am putting in my resignation and parting ways with school district as of June 8, 2018. I greatly appreciate the opportunity to work with a great staff and community of kids.

Sincerely,

Kaycee Banuelos

JUN 14 2018

6/6/18

RECEIVED

Dear Tracy,

I'm sorry to say that I'm resigning...
for now! Have a great summer & a great
next year, and thank you for giving
me this opportunity.

- Mr. Branch

Mr. Branch

June 5, 2018

MJUSD
Personnel Dept

JUN 14 2018

RECEIVED

Dear Tracy Pomeroy at Marysville Joint Unified School District,

It is with great sadness that I am submitting this letter of resignation from my position as an after school provider for the Marysville Joint Unified School District STARS Program. My last day of work will be June 8, 2018. I am very thankful for the opportunity that was given to me four years ago to be part of this wonderful program. I have really enjoyed working for the District and have learned and grown so much from the program. I have made amazing memories and wonderful friendships. Through working for the program I also realized how passionate I am about working with kids and therefore plan to move to Chico and continue my education at Chico State to become an elementary school teacher. I will definitely miss you all and hope that I can one day use you as a reference. Again thank you!

Sincerely,


Julissa Ruiz

MAY 31 2018

RECEIVED

Keyla Saucedo

5/21/18

Tracey Pomeroy
STARS Director
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901

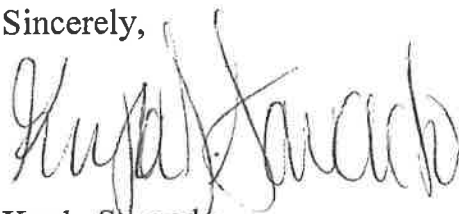
Dear Tracey,

I regret to inform you that I am giving you my resignation as a STARS Provider at Cedar Lane Elementary School for the Marysville Joint Unified School District effective as of June 8, 2018.

I had to make this decision because of school. I recently got accepted to Chico State University and therefore I will be moving to Chico in July. I love working here with all of the staff and especially the students but unfortunately school is a priority to me. I am sorry for any inconveniences.

Thank you for all of the great opportunities that were given to me. They were greatly appreciated.

Sincerely,



Keyla Saucedo

MJUSD
Personnel Dept

JUN 12 2018

RECEIVED

Laura Solorio

June 6, 2018

Cedar Lane Elementary School
Marysville Joint Unified School District
1919 B St
Marysville, CA 95901

To whom it may concern:

I am writing this letter to announce my resignation from my position as a para educator at Cedar Lane Elementary, effective on the last day of the school year, 2017-2018.

This job has been an amazing opportunity for experience for my future career as an educator. Working with children and other educators has greatly improved my teaching, cooperative, and social skills. I am beyond thankful to have had such a great opportunity for the past semester.

However, I will be moving to Chico, CA to continue my education at Chico State University, and will need to leave my position due to distance and focus on my educational goals and teaching career.

I will always look back at this para-educator position as great experience. I thank all of the Cedar Lane Administration and MJUSD for opportunity and growth that they have provided me. If I can be of any help during the transition, please don't hesitate to ask.

Sincerely,

Laura Solorio
Para Educator
Cedar Lane Elementary School

MAY 25 2018

RECEIVED

Kathy Thao

5/25/2018

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

Dear Jessica Guth,

Please accept this letter as my formal resignation from my position as a Speech-Language Pathology Assistant at Marysville Join Unified School District, effective from two weeks from today's date, 5/25/2018.

I want to take this time to thank you, my supervisors and Marysville Joint Unified School District for giving me the opportunity to learn and grow as a professional individual. Although I'm grateful for the experience, I've decided it's time for me to continue my education at Sacramento State University's Communication Sciences and Disorders master's program. This was not an easy decision; however, I have to do what is best for my future career growth.

Please let me know how I can be of help during the transition period. I wish you and MJUSD the very best going forward.

Kind Regards,


Kathy Thao, SLPA

5-21-18

RECEIVED MAY 23 2018



I will be resigning from my current position as a Nutrition Asst. I will miss my job dearly but its what is best for my family right now. My last day of work will be June 8th 2018.

Thanks

Michelle Zimmer





CONTRACT SERVICES AGREEMENT
Rick Wise- At Risk Consultant

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on June 26, 2018 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Rick Wise (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 the **2018-2019 school year** commencing from **August 15, 2018-June 30, 2019**.

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 **FORTY ONE THOUSAND DOLLARS AND NO CENTS (\$41,000.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of **THREE THOUSAND SEVEN HUNDRED AND TWENTY SEVEN DOLLARS AND TWENTY SEVEN CENTS (\$3,727.27)** as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within **THIRTY (30)** calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **FORTY-FIVE (45)** calendar day of receipt of each invoice, DISTRICT

shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Representative, Kari Ylst, of YGS (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, Rick Wise 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 sub consultants. 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 it 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 5.2.B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

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

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

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

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 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:

Rick Wise
1628 Cattail Court
Marysville, CA 95901

Phone: 530-455-5419

Fax:

Email:

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: _____
Michael Hodson, Assistant. Superintendent
of Business Services

Contractor

By: _____

Name: _____

Title: _____

Richard A. Wise

AT-RISK STUDENTS SER.

Rick Wise Yuba Gardens

Exhibit A

Scope of Work

Beginning on: August 15, 2018

Concluding on: June 30, 2019

Payment: \$41,000.00

Service: Through academic, social and behavioral counseling, Rock Wise will assist the site to increase student academic achievement, positive attendance and work directly with our most at risk student population. Consultant for 185 days of service to be rendered in order to receive compensation equal to but not exceed annual total as reflected in the agreement. An amount equal to a daily average shall be deducted from monthly total of \$3,727.27 for non-service days each month.



CONTRACT SERVICES AGREEMENT
Tom Samson- At Risk Consultant

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on June 26, 2018 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Tom Samson (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 2018-19 school year commencing from August 15, 2018- June 30, 2019

1.2 **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 **THIRTY NINE THOUSAND THREE HUNDRED AND SEVENTY FIVE DOLLARS AND NO CENTS (\$39,375.00)** (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.

1.3 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments **THREE THOUSAND FIVE HUNDRED SEVENTY NINE DOLLARS AND FIFTY FOUR CENTS (\$3,579.54)** as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within **THIRTY (30)** calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice.

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

- 1.4 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.
- 1.5 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 Shevaun Matthews of MHS (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, Tom Samson 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 sub consultants. 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 it 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:
Name: Tom Samson

DISTRICT:
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Phone: 530-749-6114

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.

- 6.17 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: _____
Michael R. Hodson, Assistant Superintendent of
Business Services

Contractor

By: _____

Name: Tom Sanson

Title: AT RISK STUDENT CONSULTANT

Tom Samson-MHS

Exhibit A

Scope of Work

Beginning on: August 15, 2018

Concluding on: June 30, 2019

Payment: \$39,375.00

Service: Through academic, social and behavioral counseling, Tom Samson will assist the site to increase student academic achievement, positive attendance and work directly with our most at risk student population. Consultant for 185 days of service to be rendered in order to receive compensation equal to but not exceed annual total as reflected in the agreement. An amount equal to a daily average shall be deducted from monthly total of \$3,579.54 for non-service days each month.



Watertown Office Park
1099 Jay Street
Bldg. F. 2nd Floor
Rochester, NY 14611

Services Agreement Reinstatement

Name of Employer: **Marysville Joint Unified School District**

The Services Agreement for the fiscal year Jul 1, 2017 – Jun 30, 2018 entered into by your organization and The Omni Group ("OMNI"), is hereby reinstated and amended for the fiscal year Jul 1, 2018 - Jun 30, 2019 with the following fee schedule below:

FEE SCHEDULE FOR 2018-2019 YEAR

<u>Description</u>	<u>No of Accounts</u>	<u>Rate</u>	<u>Annual Amount</u>
<u>403(b) Accounts*</u>	220	37.00	\$8,140
<u>457(b) Accounts</u>	4	37.00	\$148
<u>Total 2018-2019</u>			<u>\$ 8,288</u>

*Includes 403(b) ROTH Accounts

EMPLOYER:

OMNI FINANCIAL GROUP, INC.

By: _____

Michael Hansen

Name: _____

Robert F. McLean

Title: _____

Asst. Supt. of Business Services

By: _____

Robert F. McLean, President

Date: _____

Date: _____

May 24, 2018

PLEASE RETURN A SIGNED COPY BY JULY 1, 2018

CA-5638

Business Services Department

Approval: _____

Date: 5-28-18



PBIS Rewards Service Proposal For:

Yuba Gardens Intermediate School

Proposal Number: v14117

Date: 6/4/2018

Executive Summary

PBIS Rewards (PR) will provide its PBIS Rewards Service to Yuba Gardens Intermediate School, Marysville Joint Unified School District, at 1964 11th Ave, Olivehurst, CA 95961, United States for the school year 2018-2019.

School Requirements

Student Requirements

Students are not required to have ID cards, but the PBIS Rewards smartphone App is most effective when students have ID cards. The ID cards should have a QR code or Barcode that represents a numeric student ID number unique to each student. PR can provide Student ID Cards at an additional cost. See <https://www.pbisrewards.com/order/> for pricing and ordering details.

Smartphone Apps Requirements

Any user who will use one of the PBIS Rewards Smartphone Apps must have a smartphone or device capable of running the applicable PBIS Rewards Smartphone App (Staff App, Student App, Parent App). Devices supported include:

- iOS devices (latest version)
- Android devices (latest version)
- Amazon Fire devices (latest version)

We will attempt, but not guarantee, to support previous versions of the operating systems of these devices. Devices must be capable of communicating with the website <https://app.pbisrewards.com> over a Wi-Fi network or over a mobile data network.

ID Card Limitation

If your school is using ID Cards provided outside of the PBIS Rewards service, you confirm that your school has adequately tested your ID Cards with the PBIS Rewards Smartphone apps for those platforms that you will be using in your school. PR does not warrant that the Smartphone Apps will work with ID Cards that are not provided by PR or are not produced from the PBIS Rewards service. Although the Smartphone Apps generally work with other ID Card systems that use a barcode or QR Code, it is important that the school test compatibility to ensure that the Apps work satisfactorily.

Desktop Web Portal Requirements

A computer capable of running a modern browser with current software updates applied such as:

- Chrome (latest version)
- Microsoft Edge (latest version)
- Firefox (latest version)

- Safari (latest version)

The computer must have Internet access and be capable of communicating with the website <https://app.pbisrewards.com>. The PBIS Rewards service including the Smartphone Apps and the Desktop Web Portal are provided as a cloud-hosted solution.

Pricing

Pricing is based on the number of students estimated at the beginning of the school year, plus a base fee. The school may add or remove students throughout the school year at no additional cost. There are no additional costs for teachers or staff. All pricing is in US Dollars (USD).

Description	Qty	Price	Ext Price	
PBIS Rewards Service Base Fee	1	\$500.00	\$500.00	USD
PBIS Rewards Per Student License	875	\$1.75	\$1,531.25	USD
Total Annual Price			\$2,031.25	USD

***** ID Badges and Lanyards are not included. *****

The school will be invoiced immediately upon execution of this agreement or upon PR receiving a purchase order. Incorporated into this Agreement are the Payment and Billing Policies of PR which are at <https://www.pbisrewards.com/bpp/>. The School acknowledges and agrees to the terms of the PR Billing and Payment Policy and acknowledges and agrees that same may be modified and/or amended by PR from time to time.

Support

Helpdesk support is available during standard business hours to any Staff or Admin user in the PBIS Rewards System for the School. The preferred method for initiating a helpdesk request is to send an email to:

support@pbisrewards.com

Please list your school name and PBIS Rewards School Code. Describe the problem and contact information for follow-up. A ticket will be opened and an email response confirming receipt of the helpdesk request will be sent back to the email address that made the request. You can also call in to request support by calling toll-free 1-844-458-7247. This number is answered Monday-Friday 8am to 5pm (Central Time Zone) with exceptions for the standard recognized US holidays.

Services

PR will permit the School to access its PBIS Rewards Services and the related software applications (the 'Services') for use in the Positive Behavior Interventions and Support program implemented by the School.

Use of Service

The School agrees to use the Services and any related equipment only for lawful purposes in the United States. Any Prohibited Use as described below shall subject the School to termination pursuant to the Section below labeled 'Termination by PBIS Rewards'. The School agrees not to use the Services for transmitting, receiving, accessing or storing any communication, virus or material of any kind which, in PR's sole judgment, would: (i) constitute, or encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, federal or international law, rule or regulation; (ii) constitute any illegal or prohibited mass marketing ; (iii) promote unlawful violence or facilitate illegal activity; or (iv) cause damage or injury to any person or property (collectively a 'Prohibited Use'). The School is responsible for the following: (i) any and all liability that may arise out of the content transmitted by the School or by such other users using the Services; (ii) ensuring that the

School's use of the Services and all content transmitted thereby will at all times comply with all applicable laws, regulations and written and electronic instructions for the use of the Services, including, but not limited to, PR's Acceptable Use Policy for PBIS Rewards located at <https://www.pbisrewards.com/aup/>, incorporated herein by this reference, (iii) ensuring that its network and systems comply with the relevant specifications provided by PR from time to time, (iv) all data entry and loading, (v) establishing and maintaining adequate operational back-up and disaster recovery provisions for School data in the event of a defect or malfunction that renders the Services non-operational, and (vi) determining whether the Services will achieve the results the School desires. PR's actions or inactions under this Section shall not constitute review or approval of any use of the Services by School or content transmitted thereby. The School will indemnify and hold harmless PR, its officers, members, managers and employees against any and all liability (including without limitation, court costs and attorneys' fees) arising out of or in connection with the School's use of the Services.

Privacy Policy and FERPA Policy Statement

You acknowledge that you have reviewed PR's Privacy Policy at <https://www.pbisrewards.com/privacy-policy> and PR's FERPA Policy Statement at <https://www.pbisrewards.com/ferpa>.

Termination by PBIS Rewards

Notwithstanding anything to the contrary contained in this Agreement, PR may suspend or discontinue part or all of the Services or terminate this Agreement immediately upon notice to School for any of the following reasons: (i) School fails to pay any invoice within thirty (30) days from the date of invoice, provided PR gives School notice and an opportunity to cure its payment default within seven business days of such notice; (ii) Regulatory or other governmental actions which adversely affect the cost of providing the Services, determined in PR's sole discretion; (iii) School furnishes false or misleading customer information; (iv) School fails, in PR's sole discretion, to maintain satisfactory credit qualifications; (v) School fails to provide timely information or data necessary for activating the Services; (vi) School does not comply with any applicable software licensing agreements, if any; (vii) School becomes subject to voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceedings; makes an assignment for the benefit of creditors; or admits in writing its inability to pay its debts; or (viii) a Prohibited Use has occurred. In such cases, PR may terminate this Agreement or any portion of the Service.

Agreement

This Agreement, including the PR Billing and Payment Policy and the PBIS Rewards Acceptable Use Policy which are incorporated herein, supersedes all proposals, oral or written, and all communications between the parties relating to the subject matter of this Agreement. This Agreement may not be altered, amended, modified or discharged in any way whatsoever except by subsequent instrument in writing signed by a duly authorized agent of PR and the School.

COPYRIGHT. All title, including, but not limited to, copyrights in and to the Services, other related materials, and any copies thereof are owned by PR. All rights not expressly granted are reserved by PR.

NO WARRANTIES. PR DOES NOT MAKE OR PROVIDE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO SCHOOL OR ANY OTHER PERSON WITH RESPECT TO THE SERVICES. PR EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SERVICES AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES AND ANY RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. The entire risk arising out of use or performance of the Services remains with School.

LIMITATION OF LIABILITY. In no event shall PR be liable for any damages whatsoever (including, without limitation, incidental or consequential damages that the School alleges to have suffered as a result of the Services or the failure of the Services, damages for loss of profits, or any costs or expenses for labor, transportation, or other expenses incurred by reason of the use of any defective goods, access interruption, loss of information, or any other pecuniary loss) arising out of the use of or inability to use the Services, even if PR has been advised of the possibility of such damages. Any action for PR's breach of this Agreement must be commenced by School within 90 days after the cause of action shall accrue, and no such action may be maintained which is not commenced within such period.

DAMAGES UPON TERMINATION. In the event that PR at any time terminates the Service for any default by SCHOOL, in addition to any other remedies PR may have at law or in equity, PR may recover from SCHOOL all damages PR may incur by reason of such default, including reasonable attorney's fees. No failure of PR to exercise any power given PR hereunder, or to insist upon strict compliance by SCHOOL of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of PR's right to demand exact compliance with the terms hereof.

NOTICE. All notices that are required or permitted to be given under Agreement shall be in writing, duly signed by the party giving such notice, and transmitted either by personal delivery or by registered or certified mail with return receipt and postage prepaid. All such notices shall be effective immediately upon personal delivery or mailing to the addressee. The address of either party may be changed by notice to the other party given pursuant to this paragraph. For purposes of all notices or communications required or permitted to be given hereunder, the addresses of the parties hereto shall be as indicated below:

PR: PBIS Rewards
223 NW 2nd St, Suite 300
Evansville IN 47708
United States

SCHOOL: Yuba Gardens Intermediate School
1964 11th Ave
Olivehurst, CA 95961
United States

WAIVER. No waiver by either party of any default in the performance of any part of this Agreement by the other party shall be deemed to be continuing waiver of any future default or a waiver of any other default hereunder. This Agreement and all referenced parts constitute the complete and entire agreement between PR and the School.

VENUE. Any suit relating to this agreement must be brought in a court of competent jurisdiction in Vanderburgh County, IN. This agreement shall be interpreted and governed by the laws of the State of Indiana. If any provision, part, or term of this agreement is in conflict with any law in the State of Indiana, the remaining provisions, parts, or terms shall be unaffected and shall remain valid and in force. In the event of any litigation between the School and PR relating to this agreement, the prevailing party shall be entitled to its reasonable attorneys' fees, including attorneys' fees for services rendered in appellate proceedings.

SEVERABILITY. If any provision, clause or part of this Agreement or application thereof to any person or circumstance is held invalid or unconscionable, such invalidity or unconscionability shall not affect other provisions or applications of this Agreement which can be given effect without the invalid or unconscionable provision or application, and to this end the provisions of this Agreement are declared to be severable.

AUTHORITY. The individuals executing this Agreement on behalf of the undersigned represent and warrant that such person is duly authorized to execute and deliver this Agreement on behalf of the undersigned and that this Agreement is binding upon the undersigned in accordance with its terms.

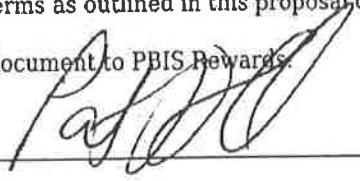
EXECUTION OF AGREEMENT. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. Signatures on this Agreement transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

The pricing in this proposal is valid for 60 days.

In accepting this agreement, the School agrees to the work and terms as outlined in this proposal dated 6/4/2018.

To accept the terms of this proposal please sign and deliver this document to PBIS Rewards.

SIGN: _____

SIGN:  _____

PRINT: Michael Hoodson

PRINT: Pat Heck

TITLE: Asst. Supt. of Business Services

TITLE: President

FOR: Yuba Gardens Intermediate School

FOR: PBIS Rewards



Proposal for Motivational Speaking Engagement for: LINDHURST HIGH SCHOOL

Today's Date: Tuesday, May 29, 2018

Prepared for: Christine Vahldick	Prepared by: Joshua Olatunde
Lindhurst High School 4446 Olive Avenue Olivehurst, CA 95961 (530) 741-6150, ext. 2505	5355 San Vicente Blvd, Suite 64 Los Angeles, CA 90019 Joshua777@hotmail.com
Proposed Event Date: Aug. 8, 2018 Event Location: Lindhurst High School Facility Contact: Christine Vahldick E-mail: cvahldick@mjUSD.k12.ca.us	Pricing on this Proposal is effective for 30 days from today's date. Please call for an update if more time has elapsed.

Lindhurst High School (Christine Vahldick, contracting agent) agrees to host Dain Blanton's *Getting To Gold* Motivational Assembly on August 8, 2018. Dain will be facilitating the following:

Presentations to *Get Focused*, *Stay Focused* & Student-Athletes of Lindhurst High School:

Date(s)

- ☐ Mr. Blanton Arrival Time: 9:00 AM
- ☐ Assembly(ies) start time: 10:00 AM & 12:00 PM
- ☐ Break Time/Lunch for Mr. Blanton: 11:00 AM -11:45 AM
- ☐ Q & A With Students: 1:15 PM – 3:00 PM
- ☐ End of Day Time: 3:00 PM

Responsibilities

***Getting to Gold* provides:**

- ☐ Motivational presentation by Olympic Gold Medalist Dain Blanton
- ☐ Laptop computer (Macbook Air)
- ☐ VGA Adapter

- ☐ 3.5mm headphone jack (sound) for laptop audio
- ☐ "Clicker" for keynote presentation slide(s)

Lindhurst High School (Christine Vahldick, contracting agent) provides:

- ☐ Facilities for presentations
- ☐ Projection screen and LCD projector with VGA connection
- ☐ Sound system to accommodate a 3.5mm jack on Dain's laptop
- ☐ Identified staff member *at each site* to assist with set-up or technical issues

Cancellation/Rescheduling Policy

If Lindhurst High School (Christine Vahldick, contracting agent) wishes to cancel:

- ☐ 2 weeks or less before event, no refund
- ☐ 3 weeks to 2 weeks before event, full refund, *minus travel expenses*
- ☐ more than 3 weeks before event, full refund
- ☐ rescheduling fee is \$50

If *Getting to Gold* must cancel or reschedule:

- ☐ minimum one-week notice will be given (more if possible)
- ☐ exceptions include illness/injury, death in the family, inclement weather
- ☐ Full refund or rescheduled presentation

(Contract on next page)



Contract for Services

Lindhurst High School (Christine Vahldick, contracting agent) agrees to contract with Getting to Gold/Dain Blanton for the services listed here on August 8, 2018:

Presentations to *Get Focused, Stay Focused* & Student-Athletes of Lindhurst High School:

Date(s)

- ☐ Mr. Blanton Arrival Time: 9:00 AM
- ☐ Assembly(ies) start time: 10:00 AM & 12:00 PM
- ☐ Break Time/Lunch for Mr. Blanton: 11:00 AM -11:45 AM
- ☐ Q & A With Students: 1:15 PM – 3:00 PM
- ☐ End of Day Time: 3:00 PM

Pricing:

\$4000 for assembly presentation(s). Pricing includes travel, food per diem/stipend and lodging where applicable.

Total compensation = \$4,000.00

Balance due by **August 15, 2018**

Please mail payment(s) to:

Dain Blanton, Inc.
1615 Stoner Ave, Suite 3
Los Angeles, CA 90025

Dain Blanton, Inc. Tax ID # is 95-4861901. Payments may be in the form of a check or purchase order, made out to Dain Blanton, Inc. Purchase Orders can be emailed or faxed to:

Dain@GettingtoGold.org
Fax (800) 655-7187

The signatures below indicate agreement to all of the terms listed in this document.

Joshua Oltund, Manager
Name, Job Title

6/8/2018
Date

Michael R. Hodson
Assistant Superintendent of Business Services

Date

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

ARCHITECTURAL SERVICES AGREEMENT

(sample)

Master Agreement

Architect

Business Services Department

Approval: mtt

Date: 6-11-18

This ARCHITECTURAL SERVICES AGREEMENT, hereinafter referred to as "AGREEMENT", is made and entered into this ____ day of _____ in the year 20____ between **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "DISTRICT", and **(Architect Firm)**, a California Corporation, hereinafter referred to as "ARCHITECT."

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

DISTRICT will require various professional services related to:

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

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

Now, therefore, the DISTRICT and ARCHITECT agree as follows:

ARTICLE I. PROJECT DESCRIPTION/SCOPE OF WORK

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

ARTICLE II ARCHITECT'S SERVICES AND RESPONSIBILITIES

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

ARTICLE III SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

Facility Renovation/Modernization or New Construction Grant.

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

16. The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the Project with the DISTRICT's assistance. The DISTRICT shall reimburse the ARCHITECT or pay all fees required by such governmental authorities. Such governmental agencies include, but are not limited to: Office of Public School Construction; Division of the State Architect, Office of Regulation Services; State of California Department of Education, Local Fire Department, School Facilities Planning; Yuba County Department of Environmental Health, and the city or county having jurisdiction for the off-site approvals. The DISTRICT shall file the funding applications, if any, with the Office of Public School Construction, and ARCHITECT shall assist DISTRICT with the process, at no extra cost.
17. Any defective designs or specifications furnished by the ARCHITECT shall be promptly corrected by the ARCHITECT at no cost to the DISTRICT. The DISTRICT's approval, acceptance, use of or payment for all or any part of the ARCHITECT's services hereunder or the PROJECT itself shall in no way diminish or limit the ARCHITECT's obligations and liabilities or the DISTRICT's rights.
18. The ARCHITECT's responsibility to provide services for the construction administration of the Project commences with the awarding of any construction contract and terminates at the later of the issuance to the DISTRICT of the final certificate for payment to all Contractors, issuance of a certificate of occupancy, or sixty (60) days after the recording of a Notice of Completion with the County Recorder, unless extended under the terms of Paragraph E.6. of Article X.
19. The ARCHITECT shall provide administration of the construction contract as set forth below. The ARCHITECT shall assist the DISTRICT in coordination of construction performed by separate contractors or by the DISTRICT's own employees.
20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.
21. The ARCHITECT shall advise and consult with the DISTRICT during construction. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this Agreement and the Project General and Supplemental Conditions, unless otherwise modified in writing.
22. The ARCHITECT shall, at request of DISTRICT, conduct a pre-construction meeting with all interested parties, at no additional cost to the DISTRICT.
23. The ARCHITECT shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The ARCHITECT shall attend all construction progress meetings in conjunction with or in addition to visiting the site in satisfaction of other responsibilities. The ARCHITECT shall use reasonable care to guard the DISTRICT against defects and deficiencies in the work and the Contractor's failure to carry out the work in accordance with the Construction Documents and the construction schedule. However, the ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quality of the Work. On the basis of the site visits, the ARCHITECT shall keep the DISTRICT reasonably informed, in writing, about the progress and quality of the portion of the Work completed, and shall promptly report to the DISTRICT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
24. The ARCHITECT shall also advise the DISTRICT of any apparent deficiencies in construction following the acceptance of the work by the DISTRICT and prior to the expiration of the guarantee period of the PROJECT.
25. The ARCHITECT shall have access to the work at all times.

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

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

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

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

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

ARTICLE IV ADDITIONAL ARCHITECT'S SERVICES

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

such as deterioration or construction which does not comply with the applicable laws, codes and/or regulations, is discovered in the DISTRICT's building(s) at which the Project shall be undertaken, and which is not covered by the Construction Documents, except for services required under Article VI, Paragraph 11, and except where the ARCHITECT's fee for ARCHITECT's services is based on a percentage of the construction cost and such changes will result in a significant increase in the Construction Cost. The ARCHITECT shall prepare and submit to the Division of the State Architect a change order, or a separate set of drawings and specifications, detailing and specifying the required work. The work covered by such change order or drawings and specifications shall not proceed until preliminary written approval is obtained by the Division of the State Architect.

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

ARTICLE V DISTRICT RESPONSIBILITIES

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

ARTICLE VI COST OF CONSTRUCTION

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

ARTICLE VII ESTIMATE OF PROJECT CONSTRUCTION COSTS

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

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

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

ARTICLE VIII ARCHITECT'S DRAWINGS AND SPECIFICATIONS

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

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

ARTICLE IX TERMINATION

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

termination by the DISTRICT.

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

ARTICLE X COMPENSATION TO THE ARCHITECT

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

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

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

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

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

E. Payment to the ARCHITECT will be as follows:

- 1.

A.	Schematic Design Phase: Twenty Five Percent	(25%)
B.	Design Development Phase: Fifteen Percent	(15%)
C.	Construction Documents Phase: Twenty Five Percent	(25%)
D.	DSA Submittal: Five Percent	(5%)
E.	Bidding: Five Percent	(5%)
F.	Construction Phase: Twenty Percent	(20%)
G.	Completion of Construction and Project Acceptance by District Board: Five Percent	(5%)
H.	Total Compensation: One Hundred Percent	(100%)
- 2. This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this Agreement, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.
- 3. Payments for ARCHITECT services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Paragraph 1 of this Article. Invoices will be sent by ARCHITECT in electronic format.
- 4. Payments are due and payable upon receipt of the ARCHITECT's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of one percent (1.0%) per month or at the legal rate prevailing at the time at the site of the Project, whichever is less. Notwithstanding the above, if DISTRICT, in good faith, disputes an invoice submitted by ARCHITECT, DISTRICT shall be entitled to withhold the disputed amount, without incurring interest on the disputed amount. However, DISTRICT shall be obligated to release the undisputed amount pending resolution of the dispute with ARCHITECT.
- 5. When ARCHITECT's compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those

portions of the Project shall be payable to the extent actual services are performed on those portions, in accordance with the schedule set forth in Paragraph 1 based on the lowest bona fide bid or ARCHITECT's latest estimate when bids are not received.

6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be computed as follows: negotiated and subject to prior approval by the DISTRICT.

ARTICLE XI REIMBURSABLE EXPENSES

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

ARTICLE XII ACCOUNTING RECORDS OF THE ARCHITECT

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

ARTICLE XIII MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT and Contractor upon request.
2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify, hold DISTRICT, its trustees, officers and employees entirely harmless from all liability arising out of:

- A. Any and all claims under workers' compensation acts and other employee benefit acts with respect to ARCHITECT's employees or his/her subcontractor's employees arising out of ARCHITECT's work under this Agreement; and
 - B. Any and all suits, actions, legal or administrative proceedings, claims, demands, liability, judgments, awards, fines, losses, damages, charges or costs, which arise out of or are in any way connected to ARCHITECT's performance of the obligations covered by this Agreement to the extent caused from any intentional or negligent act, error or omission of ARCHITECT, ARCHITECT's consultants, servants, employees, agents or licensees. Said indemnity is intended to apply during the period of this Agreement of ARCHITECT's performance and shall survive the expiration or termination of this Agreement until such time as action against ARCHITECT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.
 - C. The ARCHITECT's obligation to indemnify as set forth above shall include, without limitation, any and all such claims, damages, costs for injury to persons and property and death of any person.
3. To the fullest extent permitted by law, DISTRICT agrees to indemnify, hold ARCHITECT, its trustees, officers, employees entirely harmless from all liability arising out of:
- A. Any and all claims under workers' compensation acts and other employee benefit acts with respect to DISTRICT's employees or his/her subcontractor's employees arising out of DISTRICT's work under this Agreement; and
 - B. Any and all suits, actions, legal or administrative proceedings, claims, demands, liability, judgments, awards, fines, losses, damages, charges or costs, which arise out of or are in any way connected to DISTRICT's performance of the obligations covered by this Agreement to the extent caused from any intentional or negligent act, error or omission of DISTRICT's, DISTRICT's consultants, servants, employees, agents or licensees. Said indemnity is intended to apply during the period of this Agreement of DISTRICT's performance and shall survive the expiration or termination of this Agreement until such time as action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.
 - C. The DISTRICT's obligation to indemnify as set forth above shall include, without limitation, any and all such claims, damages, costs for injury to persons and property and death of any person.
4. ARCHITECT shall purchase and maintain insurance, as long as this Agreement is in effect, with an insurer or insurers, qualified to do business in the State of California as California admitted carriers and that are acceptable to DISTRICT, policies of insurance, which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- A. Statutory workers' compensation and employers' liability.
 - B. Commercial general and automobile liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, and TWO MILLION DOLLARS (\$2,000,000.00) aggregate, including:

- a. owned, if any, non-owned and hired vehicles;
 - b. blanket contractual;
 - c. broad form property damage;
 - d. products/completed operations; and
 - e. personal injury.
- C. Professional liability insurance, including contractual liability, with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per claim / TWO MILLION DOLLARS (\$2,000,000.00) aggregate. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least one (1) year thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that ARCHITECT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.
- D. Each policy of insurance required in (B) above shall name DISTRICT and its trustees, officers, employees and agents as additional insured's; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation, non-renewal or reduction in required limits of liability or amount of insurance; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.
- E. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Paragraphs 3 (A) (B) (C) (D) of this Article, in the amounts which are appropriate with respect to that subcontractor's part of work, and which shall in no event be less than those stated above.
- F. The ARCHITECT shall carry insurance to protect himself from claims of professional errors and omissions in an amount of, identified in 4.C. above, during periods of construction and for three years after filing of the Notice of Completion as long as reasonably available at that time, upon which time, ARCHITECT's liability shall cease, unless caused by the ARCHITECT's negligence.
- G. The DISTRICT reserves the right to modify the limits and coverage's described herein, with appropriate credits or changes to be negotiated for such changes.
- H. Any deductibles or self-insured retention exceeding \$50,000 must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the DISTRICT, its officers, officials, employees and volunteers, or the ARCHITECT shall procure a bond guaranteeing payment of losses and related investigations,

claims administration and legal defense expenses.

- I. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Additional Insured's.
 - J. The ARCHITECT's Insurances shall apply separately to each insured against who claim is made or suit is brought except with respect to the limits of the insurer's liability.
 - K. In accordance with California Education Code Section 17076.11, the DISTRICT has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent per year of funds expended each year by the DISTRICT on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (Act). This project may use funds allocated under the Act.
 - L. The DISTRICT has determined, pursuant to California Education Code Section 45125.2, based on the scope of the project which is the subject of this Agreement, that ARCHITECT, its subcontractors, and their employees will have only limited contact with pupils at most. ARCHITECT shall promptly notify DISTRICT in writing of any facts or circumstances which might reasonably lead DISTRICT to determine that contact will be more limited as defined by Education Code Section 45125.1 (d).
5. ARCHITECT, in the performance of this Agreement, shall be and act as an independent contractor. ARCHITECT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this Agreement. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.
6. Disputes arising from this Agreement or from the services rendered hereunder shall be submitted to non-binding mediation as a condition precedent to litigation. The mediation process shall provide that both parties select a disinterested third person mediator mutually agreed to by the parties. The mediation shall be commenced within thirty (30) days of the selection of the mediator. If the parties fail to select a mediator within fifteen (15) days of a party submitting a written request for mediation, any party may petition a court of competent jurisdiction in Yuba County to appoint the mediator. The costs of mediation shall be borne equally by the parties.
7. If a lawsuit is filed by a party to this Agreement (after the mediation process is concluded) to enforce or interpret the terms thereof, the prevailing party shall be entitled to recover their costs and reasonable attorney's fees.
8. Unless otherwise provided in this Agreement, the ARCHITECT and ARCHITECT's consultants shall have no responsibility for identifying the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
9. ARCHITECT shall certify pursuant to 40 CFR Section 763.99 (a)(7) that no asbestos containing material was specified as a building material in any construction document for the Project, and will ensure that Contractors provide the DISTRICT with certification that all materials used in the

construction of any school building are free from any Asbestos Containing Building Materials ("ACBMs"). This certification shall be part of the final Project submittal.

10. DISTRICT acknowledges that the requirements of the Americans with Disabilities Act ("ADA") will be subject to various and possibly contradictory interpretations. ARCHITECT will use its best professional efforts to interpret applicable ADA requirements.
11. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.
12. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Neither DISTRICT nor ARCHITECT shall assign this Agreement without the written consent of the other.
13. This Agreement shall be governed by the laws of the State of California and venue shall be in the DISTRICT where the Project is located.
14. In the performance of the terms of this Agreement, ARCHITECT agrees that it will not engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
15. This Agreement represents the entire Agreement between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.
16. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Agreement.
17. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing.
18. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

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

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

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

DISTRICT:	ARCHITECT FIRM:
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT	
(Signature)	(Signature)
(Print Name)	(Print Name)
Assistant Superintendent of Business Services	
(Title)	(Title)
(Date)	(Date)

Appendix A

Sample Document

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

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

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

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize (**Architect Firm**) (hereinafter referred to as the 'ARCHITECT') to provide professional services on the following project:

1. PROJECT DESCRIPTION

1.1 Name:

1.2 Location(s):

2. SCOPE OF WORK / BUDGET / SCHEDULE

2.1 Work Statement:

2.2 Initial Construction Budget: Approximately \$ _____

2.3 Preliminary Schedule Milestones: (if known)

Preliminary Drawings: (insert date) _____

District review and Comments on Preliminary Drawings: _____

Final Drawings and Specifications to DSA/County: _____

DSA/County Approval Date: _____

Mandatory Pre Bid Meeting (insert date and time and Location) _____

Bid Date (insert date and time) _____ and (insert location) _____

Publish legal notices: (insert date) _____ and _____

RFP Authorization with Board of Trustees; (insert date) _____

Board Approval date contract documents: _____

Construction Start date: _____

Completion Date: _____

Punch Walk: _____

Notes: _____

3. ARCHITECT'S SERVICES & CONSULTANTS

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

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

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

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

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

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

4. ARCHITECT'S COMPENSATION

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

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

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

**4.2.1 For ARCHITECT's Services, compensation shall be computed as follows:
Compensation shall be computed as follows for the scope identified in the work statement in section 2.1 above and per the terms and conditions contained in the Master Agreement dated _____ (insert MA approval date) per Article IV and Article X all based on the approved construction costs and as a percentage as outlined**

therein.

To be billed on a time expended basis in an amount not to exceed \$ _____ (insert cost estimate).

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

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

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

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

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

5.1 The ARCHITECT shall be paid additional fee for the following services: None OR **(edit)**

5.2 Special provisions for this project include:

None O R **(edit)**

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

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

Michael Hodson, Assistant Superintendent of Business Services

Date: _____

(Architect Firm)
Address

Architects Name
Title

Date: _____

Marysville Joint USD

Board Policy

Selection And Evaluation Of Instructional Materials

BP 6161.1

Instruction

The Governing Board desires that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, reflect society's diversity, and enhance the use of multiple teaching strategies and technologies. The Board shall adopt instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law. Textbooks, technology-based materials, and other educational materials shall be aligned with academic content standards and the district's curriculum to ensure that they effectively support the district's adopted courses of study.

(cf. 0440 - District Technology Plan)

(cf. 6000 - Concepts and Roles)

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6162.5 - Student Assessment)

(cf. 6163.1 - Library Media Centers)

If the district uses materials not adopted by the SBE, the majority of participants in the review process must be teachers assigned to the subject area or grade level for which the materials will be used.

The Board shall select instructional materials for use in grades K-8 that have been approved by the State Board of Education (SBE) or have otherwise been determined to be aligned with the state academic content standards adopted pursuant to Education Code 60605 or the Common Core State Standards adopted pursuant to Education Code 60605.8. (Education Code 60200, 60210)

The Board shall adopt instructional materials for grades 9-12 upon determining that the materials meet the criteria specified in law and administrative regulation. (Education Code 60400)

Review Process

The Superintendent or designee shall establish a process by which instructional materials shall be reviewed for recommendation to the Board. Toward that end, he/she may establish an instructional materials review committee to evaluate and recommend instructional materials.

(cf. 1220 - Citizen Advisory Committees)

The review process shall involve teachers in a substantial manner and shall encourage the participation of parents/guardians and community members. (Education Code 60002)

(cf. 6020 - Parent Involvement)

In addition, the instructional materials review committee may include administrators, other staff who have subject-matter expertise, and students as appropriate.

Individuals who participate in the selection or review of instructional materials shall not have a conflict of interest, as defined in administrative regulation, in the materials being reviewed. (cf. 9270 - Conflict of Interest)

The committee shall review instructional materials using criteria provided in law and administrative regulation, and shall provide the Board with documentation supporting its recommendations.

All recommended instructional materials shall be available for public inspection at the district office. (cf. 5020 - Parent Rights and Responsibilities)

The district may pilot instructional materials, using a representative sample of classrooms for a specified period of time during a school year, in order to determine how well the materials support the district's curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

Public Hearing on Sufficiency of Instructional Materials

The Board shall annually conduct one or more public hearings on the sufficiency of the district's textbooks and other instructional materials. (Education Code 60119)

The hearing shall be held on or before the end of the eighth week from the first day students attend school for that year. (Education Code 60119)

The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. Ten days prior to the hearing, the Superintendent or designee shall post a notice in three public places within the district containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. (Education Code 60119)
(cf. 9322 - Agenda/Meeting Materials)

At the hearing(s), the Board shall determine, through a resolution, whether each student in each school, including each English learner, has sufficient textbooks or instructional materials which are aligned to the state content standards adopted pursuant to Education Code 60605 or the Common Core State Standards adopted pursuant to Education Code 60605.8 and which are consistent with the content and cycles of the state's curriculum frameworks. Sufficiency of instructional materials shall be determined in each of the following subjects: (Education Code 60119)

1. Mathematics
(cf. 6142.92 - Mathematics Instruction)

2. Science
(cf. 6142.93 - Science Instruction)

3. History-social science
(cf. 6142.94 - History-Social Science Instruction)
4. English language arts, including the English language development component of an adopted program
(cf. 6142.91 - English/Language Arts Instruction)
(cf. 6174 - Education for English Learners)
5. World/foreign language
(cf. 6142.2 - World/Foreign Language Instruction)
6. Health
(cf. 6142.8 - Comprehensive Health Education)

The Board shall also determine the availability of science laboratory equipment, as applicable to science laboratory courses offered in grades 9-12. (Education Code 60119)

In making these determinations, the Board shall consider whether each student has sufficient textbooks and/or instructional materials to use in class and to take home. However, this does not require that each student have two sets of materials. The materials may be in a digital format as long as each student, at a minimum, has and can access the same materials in the class and to take home as all other students in the same class or course in the district and has the ability to use and access them at home. However, the materials shall not be considered sufficient if they are photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage. (Education Code 60119)

If the Board determines that there are insufficient textbooks or instructional materials, it shall provide information to classroom teachers and to the public setting forth, for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject area and the reasons that each student does not have sufficient textbooks or instructional materials. The Board shall take any action, except an action that would require reimbursement by the Commission of State Mandates, to ensure that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (Education Code 60119)

The degree to which every student has sufficient access to standards-aligned instructional materials shall be included in the district's local control and accountability plan. (Education Code 52060)
(cf. 0460 - Local Control and Accountability Plan)

Complaints

Complaints concerning instructional materials shall be handled in accordance with law, Board policy, and administrative regulation.
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

220 Prohibition against discrimination
1240 County superintendent, general duties
33050-33053 General waiver authority
33126 School accountability report card
35272 Education and athletic materials
44805 Enforcement of course of studies; use of textbooks, rules and regulations
49415 Maximum textbook weight
51501 Nondiscriminatory subject matter
52060-52077 Local control and accountability plan
60000-60005 Instructional materials, legislative intent
60010 Definitions
60040-60052 Instructional requirements and materials
60060-60063.5 Requirements for publishers and manufacturers
60070-60076 Prohibited acts (re instructional materials)
60110-60115 Instructional materials on alcohol and drug education
60119 Public hearing on sufficiency of materials
60200-60210 Elementary school materials
60226 Requirements for publishers and manufacturers
60350-60352 Core reading program instructional materials
60400-60411 High school textbooks
60510-60511 Donation for sale of obsolete instructional materials
60605 State content standards
60605.8 Common Core State Standards
60605.86-60605.88 Supplemental instructional materials aligned with CCSS
CODE OF REGULATIONS, TITLE 5
9505-9530 Instructional materials

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Instructional Materials FAQ

01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015

Standards for Evaluating Instructional Materials for Social Content, 2013

WEB SITES

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

Association of American Publishers: <http://www.publishers.org>

California Academic Content Standards Commission, Common Core State Standards:
<http://www.scoe.net/castandards>

California Department of Education: <http://www.cde.ca.gov>

Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: June 26, 2018

Marysville Joint USD

Board Policy

Selection And Evaluation Of Instructional Materials

BP 6161.1 **Instruction**

The Board of Education desires that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, reflect the diversity of our society, and enhance the use of multiple teaching strategies and technologies. The Board shall adopt instructional materials based on a determination that such materials are aligned with the state content standards, meet other criteria specified in law, and are an effective learning resource to help students achieve grade-level competency.

(cf. 6000 - Concepts and Roles)
(cf. 9000 - Role of the Board)

To ensure that instructional materials effectively support the district's adopted courses of study, the selection of textbooks, technology-based materials, other educational materials, and tests shall be aligned with the development and evaluation of the district's curriculum and standards.

(cf. 0440 - District Technology Plan)
(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6161 - Equipment, Books and Materials)
(cf. 6161.11 - Supplementary Instructional Materials)
(cf. 6162.5 - Student Assessment)
(cf. 6163.1 - Library Media Centers)

The Superintendent or designee shall establish a process by which instructional materials shall be reviewed for recommendation to the Board. This process shall involve teachers in a substantial manner and shall also encourage the participation of parents/guardians and community members.

All recommended instructional materials shall be available for public inspection at the district office.

(cf. 5020 - Parent Rights and Responsibilities)

Individuals who participate in selecting and evaluating instructional materials shall not have a conflict of interest in the materials being reviewed, as defined in administrative regulation.

(cf. 9270 - Conflict of Interest)

Complaints concerning instructional materials shall be handled in accordance with law, Board policy, and administrative regulation.

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

In accordance with the Instructional Materials Funding Realignment Program, the Board's priority in the selection of instructional materials is to ensure that all students in grades K-12 are provided with instructional materials that are aligned to state content standards in the core curriculum areas of reading/language arts, mathematics, science, and history/social science. Students in grades K-8 shall be provided with instructional materials adopted by the State Board of Education.

When the Board determines that standards-aligned textbooks and instructional materials have been provided to all students in accordance with Education Code 60422, it shall so certify. A copy of the certification shall be kept on file in the district office.

The Superintendent or designee shall ensure that the district satisfies the criteria necessary to access funds under the state's Pupil Textbook and Instructional Materials Incentive Account pursuant to Education Code 60252.

The district may pilot instructional materials, using a representative sample of classrooms for a specified period of time during a school year, in order to determine how well the materials support the district's curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

Public Hearing on Sufficiency of Instructional Materials

The Board shall annually conduct one or more public hearings on the sufficiency of the district's instructional materials. At the hearing(s), the Board shall determine, through a resolution, whether each student in each school has sufficient textbooks and/or instructional materials that are aligned to the state content standards adopted pursuant to Education Code 60605 in each of the following subjects: (Education Code 60119)

1. Mathematics
2. Science
3. History/social science
4. English language arts, including the English language development component of an adopted program

The Board shall also make a written determination as to whether each student enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are

consistent with the content and cycles of the state curriculum frameworks. The Board shall determine the availability of science laboratory equipment, as applicable to science laboratory courses offered in grades 9-12. (Education Code 60119)

The hearing shall take place on or before the end of the eighth week from the first day students attend school for that year. (Education Code 60119)

The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. The Superintendent or designee shall post, 10 days prior to the hearing and in three public places within the district, a notice containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. (Education Code 60119)

(cf. 9322 - Agenda/Meeting Materials)

If the Board determines that there are insufficient textbooks and/or instructional materials, the Board shall provide information to classroom teachers and to the public, setting forth for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject area, and the reasons that each student does not have sufficient textbooks and/or instructional materials. The Board shall take any action, except an action that would require reimbursement by the Commission of State Mandates, to ensure that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (Education Code 60119)

Legal Reference:

EDUCATION CODE

1240 County superintendent, general duties
33050-33054 General waiver authority
33126 School accountability report card
35272 Education and athletic materials
44805 Enforcement of course of studies; use of textbooks, rules and regulations
49415 Maximum textbook weight
51501 Subject matter reflecting on race, color, etc.
60000-60005 Instructional materials, legislative intent
60010 Definitions
60040-60048 Instructional requirements and materials
60060-60062 Requirements for publishers and manufacturers
60070-60076 Prohibited acts (re instructional materials)
60110-60115 Instructional materials on alcohol and drug education
60119 Public hearing on sufficiency of materials
60200-60206 Elementary school materials
60226 Requirements for publishers and manufacturers
60240-60252 State Instructional Materials Fund
60350-60352 Core reading program instructional materials
60400-60411 High school textbooks

60420-60424 Instructional Materials Funding Realignment Program
60510-60511 Donation of sale of obsolete instructional materials
60605 State content standards
CODE OF REGULATIONS, TITLE 5
9505-9535 Instructional materials, especially:
9531-9532 Instructional Materials Funding Realignment Program

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

1002.90 Selection of Instructional Materials, CIL: 90/91-02

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Standards for Evaluation of Instructional Materials with Respect to Social Content, 1986 edition,
revised 2000

STATE BOARD OF EDUCATION POLICY

01-05 Guidelines for Piloting Textbooks and Instructional Materials, September 2001

CSBA PUBLICATIONS

Maximizing School Board Leadership: Student Learning and Achievement, 1996

WEB SITES

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

Association of American Publishers: <http://www.publishers.org>

California Department of Education: <http://www.cde.ca.gov>

California State Board of Education: <http://www.cde.ca.gov/be>

Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

Marysville Joint USD

Administrative Regulation

Selection And Evaluation Of Instructional Materials

AR 6161.1

Instruction

Criteria for Selection and Adoption of Instructional Materials

In recommending textbooks or other instructional materials for adoption by the Governing Board, the Superintendent or designee shall ensure that such materials:

1. Are aligned to any applicable academic content standards adopted by the State Board of Education (SBE) pursuant to Education Code 60605 and/or Common Core Standards adopted pursuant to Education Code 60605.8

(cf. 6011 - Academic Standards)

For grades K-8, the Superintendent or designee shall select instructional materials from among the list of materials adopted by the SBE and/or other materials that have not been adopted by the SBE but are aligned with the state academic content standards and/or the Common Core Standards. (Education Code 60200, 60210)

(cf. 6161.11 - Supplementary Instructional Materials)

For grades 9-12, the Superintendent or designee shall review instructional materials in history-social science, mathematics, English/language arts, and science using a standards map in order to determine the extent to which the materials are aligned to state academic content standards.

2. For grades 9-12, are provided by publishers that comply with the requirements of Education Code 60040-60052, 60060-60062, and 60226 (Education Code 60400)

3. Do not reflect adversely upon persons because of their race or ethnicity, gender, religion, disability, nationality, sexual orientation, occupation, or other characteristic listed in Education Code 220, nor contain any sectarian or denominational doctrine or propaganda contrary to law (Education Code 51501, 60044)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

4. To the satisfaction of the Board, are accurate, objective, current, and suited to the needs and comprehension of district students at their respective grade levels (Education Code 60045)

5. With the exception of literature and trade books, use proper grammar and spelling (Education Code 60045)

6. Do not expose students to a commercial brand name, product, or corporate or company logo unless the Board makes a specific finding that the use is appropriate based on one of the following: (Education Code 60048, 60200)

- a. The commercial brand name, product, or corporate or company logo is used in text for an educational purpose as defined in guidelines or frameworks adopted by the SBE.
- b. The appearance of a commercial brand name, product, or corporate or company logo in an illustration is incidental to the general nature of the illustration.

(cf. 1325 - Advertising and Promotion)

7. If the materials are technology-based materials, are both available and comparable to other, equivalent instructional materials (Education Code 60052)

8. Meet the requirements of Education Code 60040-60043 for specific subject content

Education Code 60040-60043 require that specific subject matter be included in the district's instructional materials. Education Code 60040 requires that instructional materials include accurate portrayals of the cultural and racial diversity of society as specified. Education Code 60041 requires (1) accurate portrayal of humanity's place in ecological systems and the need to protect the environment and (2) the effects of tobacco, alcohol, and other drug use on the human system. Education Code 60042 requires the Board to adopt materials as it deems necessary to encourage thrift, fire prevention, and the humane treatment of animals and people. Education Code 60043 requires that the Board, when appropriate to the comprehension of students, adopt textbooks for social science, history, or civics classes that contain the Declaration of Independence and the Constitution of the United States.

9. Support the district's adopted courses of study and curricular goals

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6142.2 - World/Foreign Language Instruction)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.91 - English/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6142.94 - History-Social Science Instruction)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

10. Contribute to a comprehensive, balanced curriculum

11. Demonstrate reliable quality of scholarship as evidenced by:

- a. Accurate, up-to-date, and well-documented information
- b. Objective presentation of diverse viewpoints

- c. Clear, concise writing and appropriate vocabulary
 - d. Thorough treatment of subject matter
-
- 12. Provide for a wide range of materials at all levels of difficulty, with appeal to students of varied interests, abilities, and developmental levels
 - 13. Include materials that stimulate discussion of contemporary issues and improve students' thinking and decision-making skills
 - 14. Contribute to the proper articulation of instruction through grade levels
 - 15. As appropriate, have corresponding versions available in languages other than English
 - 16. Include high-quality teacher's guides
 - 17. Meet high standards in terms of the quality, durability, and appearance of paper, binding, text, and graphics
 - 18. When available, include options for lighter weight materials in order to help minimize any injury to students by the combined weight of instructional materials
-
- 1. Shall not accept any emolument, money, or other valuable thing or inducement to directly or indirectly introduce, recommend, vote for, or otherwise influence the adoption or purchase of any instructional material (Education Code 60072)

Sample copies of instructional materials are excepted from this prohibition. (Education Code 60075)

- 2. Is not employed by nor receives compensation from the publisher or supplier of the instructional materials or any person, firm, organization, subsidiary, or controlling entity representing it
- 3. Does not have and will not negotiate a contractual relationship with the publisher or supplier of the instructional materials or any person, firm, organization, subsidiary, or controlling entity representing it
- 4. Does not have an interest as a contributor, author, editor, or consultant in any textbook or other instructional material submitted to the district

(cf. 9270 - Conflict of Interest)

Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
adopted: March 11, 2008 Marysville, California
revised: June 26, 2018

Marysville Joint USD

Administrative Regulation

Selection And Evaluation Of Instructional Materials

AR 6161.1
Instruction

Instructional Materials Funding Realignment Program

The district shall use state funds received under the Instructional Materials Funding Realignment Program to ensure that each student is provided with standards-aligned textbooks or instructional materials, as adopted by the State Board of Education (SBE) for grades K-8, in the core curriculum areas of reading/language arts, mathematics, science, and history/social science. (Education Code 60422)

Instructional materials for grades K-8 shall be selected from the list of standards-aligned materials adopted by the SBE. Instructional materials for grades 9-12 shall be adopted by the Board of Education. Standards-aligned materials in each core curriculum area shall be provided to each student at the beginning of the first school term that commences no later than 24 months after those materials are adopted by the SBE or the Board, as applicable. (Education Code 60422)

(cf. 6011 - Academic Standards)

For grades 9-12, the Superintendent or designee shall review instructional materials in history/social science, mathematics, reading/language arts, and science using a standards map in order to determine the extent to which the materials are aligned to the content standards adopted by the SBE.

After the Board has certified that all students have been provided with standards-aligned instructional materials in the core curriculum areas, the district may use any remaining program funds for the purposes specified in Education Code 60242. (Education Code 60119, 60422)

Criteria for Selection and Adoption of Instructional Materials

Instructional materials adopted by the Board shall:

1. For basic instructional materials in grades K-8, be selected from among the list of materials approved by the SBE in accordance with law (Education Code 60200)

(cf. 1431 - Waivers)

2. For instructional materials in high schools, be provided by publishers who comply with the requirements of Education Code 60040-60048, 60060-60062, and 60226 (Education Code

60400)

3. Not reflect adversely upon persons because of their race, color, creed, national origin, ancestry, sex, disability, or occupation, or contain any sectarian or denominational doctrine or propaganda contrary to law (Education Code 60044)
4. To the satisfaction of the Board, be accurate, objective, current, and suited to the needs and comprehension of students at their respective grade levels (Education Code 60045)
5. With the exception of literature and trade books, use proper grammar and spelling (Education Code 60045)
6. Not provide any exposure to a commercial brand name, product, or corporate or company logo unless the Board makes a specific finding that the use is appropriate based on one of the following: (Education Code 60200, 60048)
 - a. The commercial brand name, product, or corporate or company logo is used in text for an educational purpose as defined in guidelines or frameworks adopted by the SBE.
 - b. The appearance of a commercial brand name, product, or corporate or company logo in an illustration is incidental to the general nature of the illustration.
7. Meet the requirements of Education Code 60040-60043 for specific subject content
8. Support the district's adopted courses of study and curricular goals
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6143 - Courses of Study)
9. Contribute to a comprehensive, balanced curriculum
10. Demonstrate reliable quality of scholarship as evidenced by:
 - a. Accurate, up-to-date, and well-documented information
 - b. Objective presentation of diverse viewpoints
 - c. Clear, concise writing and appropriate vocabulary
 - d. Thorough treatment of subject
11. Provide for a wide range of materials at all levels of difficulty, with appeal to students of varied interests, abilities, and developmental levels
12. Include materials that stimulate discussion of contemporary issues and improve students' thinking and decision-making skills

13. Contribute to the proper articulation of instruction through grade levels
14. As appropriate, have corresponding versions available in languages other than English
15. Include high-quality teacher's guides
16. Meet high standards in terms of the quality, durability, and appearance of paper, binding, text, and graphics
17. When available from the publishers, consider options for lighter weight materials in order to help minimize any injury to students by the combined weight of instructional materials

Instructional Materials Evaluation Committee

The Superintendent or designee may establish an instructional materials evaluation committee to evaluate and recommend instructional materials for Board approval. This committee shall consist of a majority of teachers and may also include administrators, other staff who have subject-matter expertise, parents/guardians, community members, and students as appropriate.

(cf. 1220 - Citizen Advisory Committees)

The committee shall review instructional materials using criteria provided above and in law, and shall provide the Board with documentation supporting its recommendations.

Conflict of Interest

To ensure integrity and impartiality in the evaluation and selection of instructional materials, any district employee participating in the evaluation of instructional materials shall not:

1. Accept any emolument, money, or other valuable thing or inducement, to directly or indirectly introduce, recommend, vote for, or otherwise influence the adoption or purchase of any instructional material (Education Code 60072)

Sample copies of instructional materials are excepted from this prohibition. (Education Code 60075)

(cf. 9270 - Conflict of Interest)

2. Be employed by or receive compensation from any person, firm, organization, or any of its subsidiaries or controlling entities submitting instructional materials to the district
3. Have or negotiate a contractual relationship with any person, firm, or organization or any of its subsidiaries or controlling entities submitting instructional materials to the district
4. Have an interest as a contributor, author, editor, or consultant in any textbook or other

instructional material submitted to the district

Regulation MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
approved: March 11, 2008 Marysville, California