

Browns Valley Elementary School & Cordua Elementary School
Presentation to the Board of Trustees
10/14/14

At both Browns Valley and Cordua Schools, we strongly believe that student success is a result of shared responsibility and commitment from our staff, students, parents, and the community. The educational community understands the importance of providing a rigorous learning environment with high expectations that is engaging and interactive, focused on problem-solving through the use of megacognitive skills, relevant to real-life experiences, filled with opportunities for collaboration, and appropriately challenging.

Both schools pride themselves in rigorous standards-based instruction and ongoing assessments to drive instructional practices. To continue to provide learning opportunities that result in increased academic achievement and ensure quality classroom instruction for all students, teachers participate in a multitude of professional development opportunities at the site and district level which directly impact instructional practices and student achievement. These trainings include: Go Math, Illuminate data management and assessment system, Strength-Finder training to support individual strengths and develop stronger teams, technology training, and monthly collaboration and articulation focused on effective strategies for engaging students in the Common Core State Standards, providing an appropriately challenging and rigorous learning environment, data analysis of formal and informal assessment results, strategies for differentiating instruction to support the needs of all learners, and encouraging teachers to contribute to the learning and growth of each other.

To continue to help students access technology skills, which is believed to be critical in order for students to be college and career ready, all students have daily access to technology through keyboarding practice, diagnostic tools, adaptive independent practice for ELA/Reading and Math, Accelerated Reader to develop reading comprehension skills, development of research skills and the writing process, instructional practices for direct instruction of the core curriculum, and SMART Board interactive technology. At Browns Valley School, a computer lab has been created using an existing 6th grade classroom and at Cordua School, mobile Chromebooks and net books for two entire classes are utilized on a daily basis.

As mentioned above, all teachers are trained in Illuminate, our district adopted data management and assessment system, and use this tool to administer ongoing district benchmark assessments, create additional formative assessments to monitor student growth over time, analyze assessment results to create intervention plans, and access prior assessments and student information to better understand the background of each student in order to create individual learning plans. As a result of this, all students are provided appropriately challenging instruction, intervention, and/or acceleration through classroom differentiated instruction of content, product, process, and/or learning environment. Para-educators and parent volunteers provide instructional support as a form of Response to Intervention as well. Technology based programs are also utilized to provide adaptive instruction, which are

monitored by the classroom teacher. In order to give all students equal access to appropriate curriculum, general education teachers are open to providing instruction to students who are not assigned to their home room class based on individual student need. In addition to this, the after-school STARS program at Cordua serves half of our student population and provides homework support, as well as P.E., art, technology, and other enrichment activities. At Browns Valley School, Indian Education tutoring and the cultural club provides support for our Native American students. We feel very fortunate to have these amazing resources in our community.

To enhance the current learning environment to ensure that our schools provide a physically and emotionally safe environment that is responsive to all students, both sites utilize schoolwide strategies that are aligned with Positive Behavioral Interventions and Supports (PBIS) to continue to promote a positive and safe learning environment. While it is believed that both Cordua and Browns Valley Schools already incorporate many of the components found in PBIS, we continue to improve our current practices and incorporate new strategies through ongoing collaboration with a staff member who has previous experience with PBIS and the new district PBIS coordinator. At Browns Valley, our 4th and 5th grade students volunteer, as members of the Safety Patrol, to model, acknowledge, and support positive student behaviors on the playground on a daily basis. These students take this responsibility very seriously and wear their orange safety vests proudly.

To encourage high academic achievement and school attendance, we recognize our students' efforts and achievements through classroom incentives and awards assemblies where students receive pins to put on their medals, certificates, and other rewards to recognize good citizenship, academic performance and improvement, positive attitude, and attendance. These assemblies have transformed into pep rallies and truly motivate and support students through an inclusive team approach. After the first trimester, conferences between students and the principal are held to discuss each student's aspiring goals, how he/she plans to achieve these goals, review current assessment data and report cards, and determine how the school can help support each individual goal. It is hoped that these conferences will allow students to focus on the importance of education, their role in the educational process, make correlations between academic achievement and future success, and therefore be motivated to achieve at high academic levels.

Parent communication is critical in the role of shared student success. Teachers and parents conduct parent conferences formally after the first trimester, but have many face-to-face contacts throughout the year. These contacts provide the opportunity for collaboration and developing and monitoring individual student goals. Consistent communication between the school and home is maintained throughout the school year in the form of recorded messages through *SchoolMessenger*, notes home, phone calls, progress reports, emails, technology-based reporting, SST and IEP meetings, informal meetings, monthly PTA/PTO meetings, Site Council meetings, and schoolwide activities. All of these combine to develop ongoing opportunities for student success and are used to showcase the school, keep parents informed,

provide opportunities to be actively involved in shared decision making processes, and participate in opportunities that extend their capacity to support their children.

Our parent teacher organizations (PTA for Browns Valley, PTO for Cordua and the Site Councils) are critical components of our school community. They are a group of dedicated individuals who work endless hours to enhance our schools and provide a voice for all parents. It is through their work of fundraising for educational resources and sponsoring community events/assemblies that our community comes together to support our schools. Both schools have created outdoor gardens for students to use as an outdoor classroom. Our intent is to include the community in all aspects of these gardens to enrich our children's life science experiences and nurture a love of nature, as well as give back to the community. To support the goal of engaging the local community, we also strive to develop other activities which promote community involvement such as Grandparents' Day, Family Day, our Winter Programs, Browns Valley School's Harvest Festival, and Cordua School's annual Spaghetti Dinner.

Even though funds are limited at both sites due to the number of students enrolled, the dedication and commitment of our staffs, parents, and the community enables us to strive to sustain the programs and resources that our students deserve. Together with shared support, we truly believe that all students can and **will** become successful at high academic levels.



Exhibit A

DEDICATED TO TEACHERS™

361 Hanover Street
Portsmouth, NH 03801-3912

Phone (603) 431-7894
Fax (603) 431-7840
(603) 431-4971

www.pd.heinemann.com

Speaker: Carol Jago*
PD Offering: Topics TBD
Workshop, 8:00:00 AM - 3:00:00 PM
Date(s): 6/8/2015 - 6/9/2015
Location: Marysville, CA
Total Fee: \$6400.00
12.5% Deposit (*see Terms 2, a): \$800.00
Contact: Lennie Tate
Organization: Marysville Joint Unified School District

Speaker Expenses: You shall reimburse Heinemann for all reasonable expenses incurred by the Speaker in connection with this Letter Agreement and the Presentation, including, but not limited to, reasonable travel (mileage to be paid at current IRS Tax rate within the event year) flights, hotel, meals and incidental expenses. For this event there will be a \$1500 cap on expenses. You shall make such reimbursement within thirty (30) business days after the submission of bills or receipts by Heinemann for such expenses. In the event that any payments are not made by you as herein required, Heinemann and the Speaker shall, at their option, have the right to refuse to perform their respective obligations under this Letter Agreement, and you shall remain liable to both Heinemann and the Speaker for the Fee and for such additional expenses as set forth herein.

You agree to provide the Speaker with the equipment listed on the attached A/V Needs Specification Sheet attached.

Contract is due: 9/26/2014. If Heinemann does not receive both the signed contract and purchase order at least 15 days before the event, Heinemann will be forced to cancel your scheduled event.

ACCEPTED AND AGREED

Signed: _____ Date: _____

Name (print): Ryan DiGiulio Title: Assistant Superintendent of Business Services

COUNTERSIGNED

Cherie Bartlett, Manager of Professional Development, On-Site

AGREEMENT TERMS

This agreement by and between Heinemann Professional Development and the Client sets forth the agreement between the parties. When used herein, "Agreement" shall be understood to include this agreement, and any attached exhibits or any other documents made a part hereof or incorporated by reference, including any written amendments hereto.

Upon receipt of this Letter Agreement, you shall return by U.S. mail, to Heinemann Professional Development, two (2) copies of this Letter Agreement fully initialed and signed within fifteen (15) business days from the date of issue.

1. SERVICES

Heinemann will provide to Client professional services related to professional development, as set forth more fully in Exhibit A (the "Services") on page one of this Agreement. In performance of the Services at the scheduled event (the "Engagement"), Heinemann will employ a third-party Consultant/Consulting Author, as described in Exhibit A (first page of Agreement).

2. FEES

The Fee, as set forth in Exhibit A, shall be payable as follows:

(a) Upon execution of this Agreement, Client shall pay a deposit to Heinemann in bank check, credit card, money order or wire transfer payable to Heinemann of 12.5% of the Fee and provide a purchase order for the balance. *The Deposit may be waived when the contract is issued less than 60 days from the date of the Engagement, as long as Heinemann has received a purchase order for the full amount listed on Exhibit A and a signed contract. Fed ID#06-1154537.

(b) The signed contract, deposit (if applicable) and purchase order shall be mailed to Heinemann Professional Development, 361 Hanover Street, Portsmouth, New Hampshire 03801-2912.

(c) Client shall pay the invoiced Fee balance to Heinemann within thirty (30) business days following Client's Engagement.

(d) Client acknowledges and agrees that in certain instances, should the number of participants increase, Client could be charged additional fees, as set forth in Exhibit A.

(e) All payments required by the Client under this Agreement are exclusive of all federal, state, local and foreign taxes, levies, and assessments. The Client agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed by any taxing authority.

3. RIGHT TO CANCEL; REFUNDS

If, before the date of the Engagement, Heinemann finds that either the Client has failed, neglected or refused to perform any other contract with Heinemann or the Client's financial credit has been materially impaired, then Heinemann shall have the right to cancel this Agreement upon notice to Client.

(a) In the event that the Client cancels this Agreement within sixty (60) days of the scheduled Engagement, for any reason other than as set forth below, Client shall be fully liable for the Fee. The parties acknowledge and agree that payment of the Fee upon improper cancellation shall serve as liquidated damages and not as a penalty, to compensate Heinemann for lost income due to the time reserved in good faith by Heinemann to undertake their obligations with respect to the Engagement.

4. FORCE MAJEURE

No party shall have any liability to another in the event of the cancellation of the Engagement if such cancellation is caused by or due to the physical disability of the Consultant/Consulting Author, or acts or regulations of public authorities, labor difficulties, civil tumult, terrorist attack or threats, government warnings, strike, epidemic, interruption or delay of transportation service or any other cause beyond the reasonable control of a party. In the event of a cancellation for "force majeure" the parties will attempt to reschedule the Engagement, or if rescheduling is not feasible or desirable, Heinemann will refund any Fee paid with respect to the cancelled presentation, but Client shall remain liable for any out of pocket expenses reasonably and necessarily incurred by Heinemann or the Consultant/Consulting Author in accordance with this Agreement. In the event of Force Majeure, please contact Marie Calvi as soon as possible at marie.calvi@heinemann.com.

Initial Here

5. **NO RECORDATION**

No audio, visual, radio, television, recording or transmitting devices may be used during the Engagement in any manner or form without the prior written consent of Heinemann.

6. **INSURANCE**

Client shall procure and maintain for the site of the presentation, with respect to the Engagement described herein, comprehensive liability insurance with a limit of coverage not less than One Million Dollars (\$1,000,000) per occurrence.

7. **NON-COMPETITION AND NO OTHER BROKER**

It is understood among all parties that any additional consulting work stemming from the Services provided will be contracted through Heinemann. Client will not use any broker, bureau or agent to book the Consultant or Consulting Author for any future Services or Engagements, other than Heinemann.

8. **OWNERSHIP OF INTELLECTUAL PROPERTY**

Heinemann and/or the Consultant/Consulting Author own all right, title and interest in and to their respective programs and products (the "Materials") including, but not limited to, worldwide copyright in all languages and in all forms and media now or hereafter known. Client and the participants are strictly prohibited from reproduction or distribution of the Materials without prior written permission from Heinemann. Client and the participants may not make use of the Materials in any manner other than the use intended by Heinemann through its provision of the Services. For the avoidance of doubt, no right, title, or license in the Materials is granted to the Client, except for the limited, personal, non-transferable right and license for the Client to use the Materials for the Client's own internal use and benefit without reproducing them in any medium.

9. **INDEPENDENT CONTRACTOR**

Heinemann, the Consultant/Consulting Author, and the Client are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between Heinemann, the Consultant/Consulting Author, and Client. The Consultant/Consulting Author is responsible for all statements made by the Consultant/Consulting Author in connection with the Engagement.

10. **LIMITED WARRANTY AND DISCLAIMER**

Heinemann warrants that the Services will be performed in a professional and diligent manner. Except for the express warranty stated in this section, to the maximum extent permitted by applicable law, Heinemann makes no additional warranty, express or implied, statutory or otherwise, as to any matter whatsoever and all warranties of marching ability, fitness for a particular purpose and non-infringement of third party rights are expressly disclaimed and excluded.

11. **GOVERNING LAW AND FORUM SECTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without giving effect to principles of conflicts of laws and Client hereby submits to the exclusive jurisdiction of the federal and state courts situated in the State of New Hampshire and the applicable service of process.

12. **LIMITATION OF LIABILITY**

In no event shall Heinemann or the Consultant/Consulting Author be liable for any consequential, special, indirect, multiple or punitive damages of any kind. Heinemann and Consultant/Consulting Author's liability shall be limited to the aggregate fee for services set forth on Exhibit A.

13. **ENTIRE AGREEMENT**

This agreement, including any attachments or exhibits, constitutes the entire agreement between the parties concerning the Services, and can only be supplemented, amended or revised in writing by agreement of the parties.

14. **INDEMNIFICATION**

Both parties agree to indemnify and hold harmless each other, their agents, officials, officers and employees from and against any and all actions, claims, damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature, including legal costs and attorneys' fees, whether or not suit is actually filed, and any judgments rendered against the other party and/or its agents, officials, officers, or employees that may be asserted or claimed by any person, firm or entity arising out of or in connection with the party's performance or the performance of its agents, officials, officers, or employees, including any acts, errors, or omissions of the party's its agents, officials, officers or employees.

Initial Here



Schedule 1: Audio Visual Needs

The hiring party shall provide the following equipment specified. In the event that the hiring party refuses or neglects to provide the necessary equipment to execute the presentation, the Agent shall have the right to refuse for itself and on behalf of the Speaker to perform this Agreement and the Presentation, and the Hiring Party shall be liable to the Agent for any and all damages on account thereof suffered by either the Speaker or the Agent.

A/V needs for Carol Jago*:

- remote clip on mic,
- screen (appropriate to size of audience)
- LCD projector
- Sound connection
- Internet connection
- table for materials

Accepted and Agreed:

By: _____

("Hiring Party") Marysville Joint Unified School District

Organization: _____

Would you like a Heinemann book representative to contact you about purchasing books related to this Presentation? YES _____ NO _____




LICENSING AGREEMENT

This Agreement effective **October 15, 2014**, is made and entered into by **Marysville Joint Unified School District** as Licensee and Document Tracking Services (DTS) as Licenser each a "Party" and collectively the "Parties".

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

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit A of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit A of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.
- I. License Fee. Licensee shall pay a fee of **\$4,680**.

Business Services Department

Approval: 

Date: 8/20/14



- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



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

Document Tracking Services, LLC

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

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

Date: August 14, 2014

Licensee

By: _____
Date: 10/03/14

Marysville Joint Unified School District

Ryan DiGiulio
Assistant Superintendent Business Services
Marysville Joint Unified School District
signed: 9/9/14

Ryan DiGiulio 10/14/14

Approved the amended Licensing Agreement to include the translation fees of \$2,600 at the 10/14/14 board meeting.

TOTAL Licensing Agreement = \$7,280.00



August 14, 2014

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

Re: Document Tracking Services

INVOICE #9590104

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

Document Tracking Services

| | |
|--|---------|
| Document Tracking Services [10/15/14 to 10/15/15]: | \$4,680 |
| 23 schools and District = 24 sites | |
| License Agreement includes up to 5 documents | |
| \$250 per site, discounted to \$195 per site | |

Translation Services

| | |
|--|---------|
| 2014 Spanish School Accountability Report Card | \$2,100 |
| \$150 x 14 School Accountability Report Cards | |

| | |
|--|-------|
| 2014 Hmong School Accountability Report Card | \$500 |
| \$500 x 1 School Accountability Report Cards | |

Total Balance Due: \$7,280

Please Make Checks Payable To: Document Tracking Services

Send to:

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

Thank you!

Approved Per Payment (Signature)

Name/Role (Printed)

MJUSD
Personnel Dept.

SEP 15 2014

RECEIVED

September 15, 2014

Please accept this letter as my official resignation from the Marysville Joint Unified School District effective September 17, 2014.

Sincerely,

Kris Paulucci



Mary Hicks

From: Kayla Carpenter
Sent: Tuesday, September 16, 2014 9:31 AM
To: Mary Hicks

MJUSD
Personnel Dept.
SEP 16 2014
RECEIVED



Mary,

As you know I have been taken off work by my doctor due to health reasons with my pregnancy. This email is to inform you I will not be returning this school year. Please consider this my resignation.

Kayla Carpenter

September 12, 2014

MJUSD
Personnel Dept.

SEP 12 2014

RECEIVED

Ramiro Carreón
Assistant Superintendent of Personnel Services

Dear Mr. Carreón:

I am resigning from my position as Maintenance Worker III for the Marysville Joint Unified School District. Thank you for the opportunity to work for the district for the past 8½ years. My last day of employment will be on September 26, 2014.

Sincerely,



John Mejia

c: Terry Biladeau

September 19, 2014

Mary Hicks
Administrative Assistant II
Classified Personnel Services
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

MJUSD
Personnel Dept.
SEP 19 2014
RECEIVED

Dear Ms. Hicks,

I am requesting that my retirement from MJUSD be effective as of September 17, 2014. I have fully enjoyed serving as a school bus driver for MJUSD since 2002 but the time has come for my retirement for personal reasons. Thank you and the district for all the support that I have received during my tenure.

Warm regards,
Mary E. Petlock-Murphy
Mary Ellen Petlock-Murphy

Suzanne Walters
1621 Christifer Lane
Yuba City, California 95993
September 22, 2014

MJUSD
Personnel Dept.
SEP 22 2014
RECEIVED

Ramiro Carreon
Director of Personnel
Marysville Joint Unified School District
1919 B Street
Marysville, California 95901

Dear Ramiro Carreon:

I began working at MJUSD in January 1997 as a substitute clerk at Mary Covillaud School. Not long after I was hired as a part time attendance clerk and then eventually as their school secretary. At Covillaud I loved not just being the "lady in the office" but playing the role of nurse, counselor, friend, and advocate for the children. In 2006 I transferred to the district office in a position in the Payroll and Benefits department as a Financial Bookkeeper. Through the years it has been exciting to see many former Covillaud students coming in to work somewhere in the school district.

My 18 years with the school district have flown by and I am looking forward to the next chapter in my life as I spend time with our three daughters, son-in-laws and grandchildren, as well as reading, gardening, exercise classes, helping with my husbands' business and of course, traveling.

I will miss meeting and greeting all new part time and full time employees, and signing them up for their benefits. I will miss the rush and craziness of Open Enrollment, and entering time sheets up to the last minute of the 10th payroll. I will cherish forever the friendships that have grown over the years.

My last day at Marysville Joint Unified School District will be November 21, 2014. Thank you for years of memories, experiences and friendships that will be in the scrapbook of my life.

Sincerely,

Suzanne Walters

Suzanne Walters

Grant Award Notification

GRANTEE NAME AND ADDRESS

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

Attention

District Superintendent or School Administrator

Program Office

Nutrition Services

Telephone

530-749-6178

Name of Grant Program

Fresh Fruit and Vegetable Program

| GRANT DETAILS | Original/Prior Amendments | Amendment Amount | Total | Amend. No. | Award Starting Date | Award Ending Date |
|------------------|------------------------------|-----------------------------------|--------------|---------------|---------------------------|-------------------------|
| | \$108,243.76 | | \$108,243.76 | 0 | 10-1-14 | 6-30-15 |
| CFDA Number | Federal Grant Number | Federal Grant Name | | | Federal Agency | |
| 10.582 | 7CA310CA1 | Fresh Fruit and Vegetable Program | | | USDA | |

Dear Superintendent Todd:

I am pleased to inform you that you have been funded for the Fresh Fruit and Vegetable Program.

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, this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) within 10 days to:

Saucerae Gans, Analyst
Nutrition Services Division
California Department of Education
1430 N Street, Suite 4503
Sacramento, CA 95814-5901

California Department of Education Contact

Saucerae Gans

Job Title

Analyst

E-mail Address

SGans@cde.ca.gov

Telephone

916-323-6775

Signature of the State Superintendent of Public Instruction or Designee

Tom Torlakson

Date

September 10, 2014

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

Gay Todd

Title

Superintendent 10/14/14
bd. mtg.

E-mail Address

GTodd@mjUSD.com

Telephone

530-749-6102

Signature

Gay Todd

17

Date

9/19/14

Primecare Health Solutions Inc.
AND
Marysville Joint Unified School District
AGREEMENT FOR THERAPY SERVICES

This AGREEMENT FOR THERAPY SERVICES together with ADDENDUM – A (collectively, the “Agreement”) is made and entered into this 28th day of August, 2014 (“Effective Date”), by and between **Primecare Health Solutions Inc.** (“*hereinafter referred to as Consultant*”), a Delaware Inc., having its principal place of business at *830 Hillview Ct #140, Milpitas, CA 95035* and **Marysville Joint Unified School District** (“*hereinafter referred to as MJUSD*”), having its principal place of business at *1919 B Street, Marysville, CA 95901*.

WHEREAS Consultant is in the business of providing personnel, including professionals and assistants (collectively referred to herein as “Therapist”) to perform physical, occupational, and speech language pathology (“Therapy Services”); and

WHEREAS MJUSD is in need of Therapy Services;

WHEREAS MJUSD desires to engage Consultant to provide Therapy Services under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. DUTIES OF CONSULTANT The Consultant shall provide the following Professional services, studies and/or reports.

Provide direct therapy service; recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents. Continuous service per District authorization unless contractor gives 30 day notice or superintendent gives 30 day notice to terminate or amend this agreement.

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on **Date as specified in Addendum A**

C. COMPENSATION For the full performance of this agreement, the MJUSD shall pay the Consultant as follows: Consultant's Fee:

a. **For Consultant : Name of the Consultant and Rate as Specified in Addendum A**

Business Services Department
Approval: 
Date: 8/29/14

- b. Consultant(s) will work 40 hours/week or as directed by District (1.0 FTE) as per school year calendar

Consultant will send monthly invoices to MJUSD based on time cards completed by Therapists.

D. GENERAL TERMS AND CONDITIONS

1. *INDEMNIFICATION:*

- a.) Except with regard to professional negligence, as provided in paragraph (b) below, the Consultant shall indemnify, hold harmless and defend the (MJUSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by MJUSD , the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the MJUSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the MJUSD .
- b.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the MJUSD , its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the MJUSD , the Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by MJUSD , the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.
- c.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the MJUSD, its officers,

officials, employees and agents in accordance with the terms of the preceding paragraphs.

2. **NON-DISCRIMINATION** *No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.*
3. **CONFLICT OF INTEREST** *Before executing this agreement, the Consultant shall disclose to the MJUSD the identities of any board member, officer, or employee of the MJUSD, or relatives thereof, who the Consultant knows or should know will have any financial interest resulting from this agreement.*
4. **LICENSE AND AUTHORITY** *The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.*
5. **EQUIPMENT AND FACILITIES MJUSD** *The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.*
6. **ASSIGNMENT** *Without the written consent of the MJUSD, this agreement is not assignable by the Consultant.*
7. **NON-SOLICITATION OF EMPLOYEES:** *MJUSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) Year following the last date of that employee's services to MJUSD. After completion of 1 full billable year, MJUSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between MJUSD and the contractor.*
8. **SUCCESSORS AND ASSIGNS:** *This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.*
9. **TIME.** *Time is the essence of this agreement.*
10. **GOVERNING LAW.** *The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.*
11. **WITHHOLDING.** *The MJUSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.*
12. **CHANGES OR ALTERATIONS.** *No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the MJUSD.*
13. **HEADINGS.** *All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.*
14. **TERMINATION.** *The MJUSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform*

under this agreement. Either party may also terminate this agreement upon 30 days written notice to other party with or without cause. In the event of elective termination (without cause), MJUSD agrees to pay Consultant for work completed to date of termination.

15. AMBIGUITY. *The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.*

16. COPYRIGHT. *Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the MJUSD.*

E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the MJUSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the MJUSD, or to utilize the MJUSD's letterhead or logo without the prior consent of the MJUSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant's status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and MJUSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

- A. **INSTRUCTION:** *The MJUSD shall provide job specifications and instructions.*
- B. **TRAINING:** *The MJUSD shall provide training for workers.*
- C. **RIGHT TO HIRE OTHERS:** *The Consultant has the right to hire others to do the actual work with approval of MJUSD.*
- D. **WORK NOT ESSENTIAL TO MJUSD:** *The MJUSD's success or continuation does not depend on the services of the Consultant.*
- E. **TIME TO PURSUE OTHER WORK:** *The Consultant may pursue other work during term of agreement.*
- F. **JOB LOCATION:** *MJUSD controls the job location.*
- G. **BASIS OF PAYMENT:** *Payment shall be by the time expended.*
- H. **WORK FOR MULTIPLE FIRMS:** *The Consultant may work for multiple firms simultaneously.*
- I. **TOOLS & EQUIPMENT:** *Tools and equipment for the job shall be provided by MJUSD.*
- J. **SERVICES AVAILABLE TO PUBLIC:** *The Consultant's services are available to the general public.*
- K. **RIGHT TO TERMINATE:** *The Consultant may not be terminated except as allowed for under the agreement.*
- L. **PROGRESS REPORTS:** *The Consultant will require making progress report.*

ADDENDUM – A

This Rate Schedule is issued pursuant to an Agreement for Therapy Services between Primecare Health Solutions Inc. ("Consultant") and Marysville Joint Unified School District ("MJUSD") effective August 28th, 2014 (the "Agreement") and is governed by the terms of the Agreement.

| | | | |
|-------------------------------------|--|--|--|
| Name of the Therapist: | Tory D. Vigil | | |
| Designation: | Speech Language Pathologist | | |
| Bill Rate: | \$80/hr | | |
| Days per week: | 5 | | |
| Hours per day: | 8 | | |
| Contract Term: | School Year 2014-15 (Extendable by Mutual Agreement) | | |
| Assignment Start Date: | TBD | | |
| Notes: | | | |
| Billing Information: | | | |
| Name of contact person for billing: | | | |
| Phone #: | | | |
| Email Address: | | | |

CONTRACT INITIATOR (MJUSD Representative)CONSULTANT

Signature: 

Date Signed: 8/29/14

Branch / Dept.: Business Office

Address (or Mail Code): 1919 B Street
Marysville, CA 95901

Phone / Fax:Ph: 530-749-6115

E-Mail Address: ~~rdigitalio@mjusd~~ rdigitalio@mjusd.com

Signature: _____

Date Signed: _____

Title: Director

Company Name & Address: Primecare
Health Solutions Inc
830 Hillview Ct #140, Milpitas, CA 95035

Phone: 925-951-8200

E-Mail Address: hr@iprimecare.com

(10/14/14 agendized)



Marysville Joint Unified School District

CONTRACT SERVICES AGREEMENT

Together Behavior Solutions

Behavior Intervention Support for Students with Special Needs

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 14th day of October 2014 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Together Behavior Solutions. For the purposes of this Agreement DISTRICT and Together Behavior Solutions 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:

ENGAGEMENT TERMS

SCOPE OF WORK: Together Behavior Solutions agrees to provide services according to requests made by Individual Education Planning Teams (IEP teams) and referrals to the Director of Special Education. All referrals from IEP teams must be made to the Director prior to work commencing from Together Behavior Services. The general scope of work consists of classroom and teacher consultative services, behavior evaluation services, consultation with school psychologists and parents, and assistance with designing and implementing behavior intervention plans. See Attachment A.

TERM: This Agreement shall have a term of the 2014-2015 school year, concluding June 30, 2015. Nothing in this Section shall operate to prohibit or otherwise restrict the DISTRICT's ability to terminate this Agreement at any time for convenience or for cause.

COMPENSATION:

Together Behavior Solutions shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is prescribed within student IEPs as approved by the Director of Student Services. See Attachment A.

Together Behavior Services will invoice business services on a monthly schedule. Invoice requests will be compared to actual IEP documentation prior to clearing for payment.

Together Behavior Solutions compensation rate is \$112.50 per hour of work. The Not to Exceed Amount for this agreement shall be TWENTY-TWO THOUSAND FIVE HUNDRED AND 00/00 (\$22,500.00).

- 1.1 **PAYMENT OF COMPENSATION:** Payment for services shall be paid to CONTRACTOR in monthly increments as the work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month.
- 1.2 Within 15 calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within 30 calendar days 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.

II. PERFORMANCE OF AGREEMENT

- 2.1 **DISTRICT'S REPRESENTATIVES:** The DISTRICT hereby designates the Assistant Superintendent of Business Services and the Director of Student Services (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Assistant 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 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. For example, written reports and recommendations to IEP teams.

2.3 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 understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- D. 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
- E. All of CONTRACTOR's employees and agents 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.

2.4 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.

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 One Million Dollars (\$1,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. 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.

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.

- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 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 Indemnities") 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 Indemnities 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 Indemnities 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 DISTRICT.
- 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.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: DISTRICT or CONTRACTOR may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR/DISTRICT a minimum of 30 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.

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, 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.
- 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:
Together Behavior Solutions
Attn: Eve and Daniel Dineen
8449 Vista Avenue

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

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 work currently completed by the 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, CA, 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.
- 6.13 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.
- 6.14 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.
- 6.15 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.
- 6.16 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: RL 9/23/14
Ryan DiGiulio, Assistant Superintendent of
Business Services

(10/14/14 agendized)

Together Behavior Solutions:

By: _____

Name: _____

Title: _____

Together Behavior Solutions

Behavior Intervention Support Services

For students with Special Needs

Scope of Services

Environment Observation of Student Behavior

Compilation of data for Functional Analysis Assessment and other necessary evaluation of student behavior

Behavior Analysis

Evaluation Reports

Presentation and communication of observation, data, and evaluative reports to parents and IEP team members

Consultative services for IEP team members regarding student behavior

Ongoing support to IEP teams and students as prescribed by the IEP team


Certificate of Insurance (Proof of Coverage) Date Issued: 9/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

| Insured Name and Mailing Address* | Program Administrator |
|---|---|
| <p>Together Behavior Solutions Eve Dineen 8449 Vista Ave Lincoln, CA 95648</p> <p><i>*Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.</i></p> | <p>Administered By: CPH and Associates 711 S. Dearborn, Suite 205 Chicago, IL 60605 P. 312-987-9823 F. 312-987-0902 info@cphins.com Underwritten By: Philadelphia Indemnity Insurance Company</p> |

| Coverage | | |
|---|---|--|
| Policy #: PHCPE173191 | Effective Date: 03/17/2014 | Expiration Date: 03/17/2015 |
| THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | |
| Limits of Liability | | Coverage Part |
| EACH OCCURRENCE (Per individual claim) | AGGREGATE (Total amount per policy year) | |
| \$1 million | \$3 million | Professional Liability |
| N/A | N/A | Commercial General Liability Includes: General Liability, Fire & Water Legal Liability, and Personal Liability |
| N/A | N/A | Property Coverage |
| \$1 million | \$3 million | Supplemental Liability |
| Unlimited | Unlimited | Defense Expense Coverage |
| \$35,000 | \$35,000 | State Licensing Board Investigation Defense Coverage |
| \$15,000 | \$15,000 | Assault Coverage |
| \$10,000 | \$35,000 | Deposition Expense Benefit |
| \$5,000/person | \$50,000 | Medical Expense Coverage |
| \$15,000 | \$15,000 | First Aid Coverage |

Description/Special Provisions:

| Certificate Holder | |
|--|---|
| <p>Roseville Joint Union High School District 1750 Cirby Way Roseville, CA 95661</p> <p>Holder has also been added to the policy as an additional insured:** <u> X </u> Yes/ <u> </u> No **If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p> | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>Authorized Representative</p> <p> C. Philip Hodson</p> |

DISCLAIMER: The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Behavior Analyst Certification Board, Inc.[®]



This Certificate Verifies That

Eve Dineen

Certificant # 1-04-1945
BACB[®] Certification Number



Has met the educational, experiential, and examination requirements of the Behavior Analyst Certification Board, Inc.[®] for certification in the United States as a

Board Certified Behavior Analyst[®]

BCBA[®]

Date First BACB Certified:

12/31/2004

Date of Issue:

12/31/2011

Recertification Date:

12/31/2014*

Janet E. Farrell
President, Board of Directors

John E. L...
Chief Executive Officer

*This Certificate must be renewed on an annual basis prior to the anniversary of the Date of Issue.

©2011 Behavior Analyst Certification Board, Inc.[®] (BACB[®]). All Rights Reserved. This Certificate and the marks "BCBA[®]", "BCaBA[®]", "Board Certified Behavior Analyst[®]" and "Board Certified Assistant Behavior Analyst[®]" may only be used in accordance with the rules and standards of the BACB. This Certificate is a limited license to use the BACB certification mark listed above, subject to continued compliance with the BACB standards. This Certificate may be revoked or limited in accordance with the BACB rules. This Certificate must be returned immediately upon request by the BACB. To verify current certification status, contact the BACB National Office.

Includes Purchase Orders dated 09/01/2014 - 09/30/2014

Board Meeting Date October 14, 2014

| PO Number | Vendor Name | Description | Fund-Obj- Resource | Account Amount |
|-------------------------------------|-------------------------------|---|-----------------------|-------------------|
| Location Abe Lincoln (50) | | | | |
| P15-01166 | LEARNING A-Z | MOA Subscription | 01-4300-0004 | 219.80 |
| Location Accounting/Payroll (103) | | | | |
| P15-00906 | ESCAPE TECHNOLOGY | ANNUAL LICENSE FEE 14-15 S.Y. | 01-5621-0000 | 79,700.00 |
| P15-00910 | Sharp Electronics Corp. | Payroll Dept. Copier Service 14-15 SY | 01-5621-0000 | 250.00 |
| P15-01012 | HEWLETT-PACKARD COMPANY | Accounting Dual Monitors | 01-4300-0000 | 1,459.85 |
| P15-01191 | GOVCONNECTION, INC. | Accounting/Caryn | 01-4300-0000 | 198.76 |
| Total Location | | | | 81,608.61 |
| Location After School Program (107) | | | | |
| P15-00923 | ADVANCED DOCUMENT CONCEPTS | STARS Copier | 01-4450-6010 | 7,310.00 |
| P15-00991 | S & S WORLDWIDE | CLE STARS | 01-4300-6010 | 28.28 |
| P15-01020 | SCHOLASTIC PROFESSIONAL BOOKS | Reading books for After School Program | 01-4300-6010 | 395.60 |
| P15-01121 | AMAZON.COM | JPE STARS | 01-4300-6010 | 21.49 |
| P15-01143 | S & S WORLDWIDE | McK ASEs | 01-4300-6010 | 148.88 |
| P15-01155 | ADVANCED DOCUMENT CONCEPTS | STARS Office Copier Maint. 14/15 SY | 01-5621-6010 | 250.00 |
| P15-01167 | IDVILLE | STARS | 01-4300-6010 | 605.22 |
| Total Location | | | | 8,759.47 |
| Location Arboga Elementary (01) | | | | |
| P15-00934 | RENAISSANCE LEARNING, INC | Accelerated Math Scanner | 01-4300-3010 | 912.98 |
| P15-00947 | PARENT INSTITUTE | Parent Institute | 01-5801-3010 | 546.00 |
| P15-00981 | TIME FOR KIDS | TIME FOR KIDS /6TH GRADE | 01-4300-3010 | 303.28 |
| P15-00983 | MATH OLYMPIADS (MOEMS) | MATHEMATICAL OLYMPIADS /4TH GRADE/ BECKY LONG | 01-5310-0003 | 109.00 |
| P15-00995 | EDUPRESS | Edupress | 01-4300-0003 | 167.13 |
| P15-00998 | AMAZON.COM | Stapler | 01-4300-1100 | 41.70 |
| P15-01011 | PEOPLES EDUCATION | COMMON CORE ELA WORKTEXTS/PRESTON | 01-4300-3010 | 1,148.11 |
| P15-01048 | Adventure To Fitness | ADVENTURETOFITNESS.COM /PRESTON | 01-4300-0003 | 399.99 |
| P15-01050 | MATH OLYMPIADS (MOEMS) | Moems.org/BUIST | 01-4300-0003 | 117.50 |
| P15-01051 | ZINGY LEARNING | Zingy Learning/PRESTON | 01-5801-3010 | 453.00 |
| P15-01052 | LEARNING A-Z | ReadingA-Z.com/PRESTON | 01-5801-3010 | 849.50 |
| P15-01080 | AMAZON.COM | Supplies for History Night/PRESTON | 01-4300-1100 | 7.82 |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|---|-------------------------------------|-------------------|------------------|
| Location Arboga Elementary (01) (continued) | | | | |
| P15-01144 | B STREET THEATER | Assembly x2 | 01-5801-1100 | 800.00 |
| P15-01197 | SCHOLASTIC ATTN: ORDER PROCESSING DEPT | 3rd Grade | 01-4300-3010 | 157.19 |
| P15-01198 | ART DOCENT PROGRAM ATTN: BARBARA HERBERHOLZ | Art Docent Program | 01-5801-1100 | 299.00 |
| P15-01199 | EVAN-MOOR CORP. | Paragraph Editing/4th grade | 01-4300-1100 | 51.19 |
| P15-01200 | EVAN-MOOR CORP. | Paragraph Editing /5th GRADE | 01-4300-1100 | 176.19 |
| P15-01216 | AMAZON.COM | Podium/PRESTON | 01-4300-1100 | 422.23 |
| Total Location | | | | 6,961.81 |
| Location Browns Valley Elementary (03) | | | | |
| P15-00928 | SAMS CLUB DIRECT | Educational Supplies | 01-4300-1100 | 300.00 |
| P15-01228 | Jones School Supply Co., Inc. | Educational Supplies | 01-4300-1100 | 280.22 |
| Total Location | | | | 580.22 |
| Location Business Services (106) | | | | |
| P15-00894 | INTERWEST INSURANCE SER., INC. | Builders Risk 8083-Extended | 23-5450-9010 | 1,322.00 |
| P15-00905 | SCHOOLS INSURANCE GROUP-WC | SIG Annual Final Adjustment Invoice | 77-9506- | 15,783.01 |
| P15-01054 | THE BANK OF NEW YORK TRUST COMPANY, N.A. | Paying Agent Fee 2006GO Bonds | 25-5801-0000 | 750.00 |
| P15-01055 | THE BANK OF NEW YORK TRUST COMPANY, N.A. | Paying Agent Fee 2008GO Bonds | 25-5801-0000 | 795.00 |
| P15-01123 | THE BANK OF NEW YORK TRUST COMPANY, N.A. | Trusting Fee 2006 COPS | 25-5801-0000 | 1,250.00 |
| P15-01124 | THE BANK OF NEW YORK TRUST COMPANY, N.A. | Paying Agent Fee 2009 GO Bonds | 25-5801-0000 | 795.00 |
| P15-01187 | TRANSCEND | Translation of LCAP and Budget | 01-5801-0000 | 936.55 |
| Total Location | | | | 21,631.56 |
| Location Categorical (203) | | | | |
| P15-00924 | ADVANCED DOCUMENT CONCEPTS | Copier | 01-4450-0003 | 4,891.25 |
| P15-00937 | WALKER'S OFFICE SUPPLIES | materials for program | 01-4450-3010 | 2,096.25 |
| | | | 01-4410-0003 | 329.46 |
| | | | 01-4410-3010 | 329.46 |
| P15-00959 | AMAZON.COM | materials for program | 01-4300-0003 | 21.48 |
| P15-00996 | American Bar Association | materials for program | 01-4300-5630 | 23.02 |
| P15-00999 | OFFICE DEPOT B S D | Pedestal Files | 01-4300-0003 | 162.70 |
| | | | 01-4300-3010 | 162.70 |
| | | | 01-4300-5630 | 162.70 |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount | |
| Location Categorical (203) (continued) | | | | | |
| P15-01154 | ADVANCED DOCUMENT CONCEPTS | Categorical Copier Maint. 14/15 SY | 01-5621-0003 | 150.00 | |
| | | | 01-5621-3010 | 150.00 | |
| P15-01169 | LINDHURST HIGH SCHOOL/STUDENT STORE | CLOTHING FOR HOMELESS STUDENTS | 01-4300-5630 | 40.00 | |
| P15-01173 | DOCUMENT TRACKING SERVICES | CATEGORICAL/PROGRAM INFORMATION | 01-5801-0003 | 7,280.00 | |
| Total Location | | | | 15,799.02 | |
| Location Cedar Lane Elementary (05) | | | | | |
| P15-01171 | WAL-MART COMMUNITY BRC | Veronica | 01-4300-1100 | 500.00 | |
| P15-01184 | TROXELL COMMUNICATIONS INC | CLE Chromebooks & Accessories | 01-4300-3010 | 33,068.25 | |
| | | | 01-4410-3010 | 4,273.13 | |
| Total Location | | | | 37,841.38 | |
| Location Charter Academy For Fine Arts (42) | | | | | |
| P15-00931 | J.W. PEPPER & SON, INC | Supplies - Brown | 09-4300-1100 | 500.00 | |
| P15-00941 | ROBERT L VANDER PLOEG | Marital Arts Instruction | 09-5801-0000 | 5,500.00 | |
| P15-00942 | REBEKAH HOOD | Music Instruction | 09-5801-0000 | 8,500.00 | |
| P15-00943 | JOHN PIMENTEL | Technology Support/School Website | 09-5801-0000 | 5,000.00 | |
| P15-00948 | Mac To School | Supplies - McDowell | 09-4410-0000 | 6,966.00 | |
| P15-00949 | UNION LUMBER COMPANY | Supplies - MCAA | 09-4300-0000 | 500.00 | |
| P15-00957 | J.W. PEPPER & SON, INC | Supplies - Plummer | 09-4300-0000 | 500.00 | |
| P15-00958 | HOUGHTON MIFFLIN/MCDUGAL | Website Subscription | 09-4300-0000 | 98.63 | |
| P15-00997 | Radu Sava | Services | 09-5801-0000 | 6,000.00 | |
| P15-01003 | Yuko McWhorter | McWhorter - Services | 09-5801-0000 | 1,500.00 | |
| P15-01004 | DANIEL TEJADA | Tejada - Services | 09-5801-0000 | 3,070.00 | |
| P15-01016 | DICK BLICK COMPANY | Supplies - Buckley | 09-4300-0000 | 31.28 | |
| P15-01017 | NASCO | Supplies - Buckley | 09-4300-0000 | 95.20 | |
| P15-01018 | AMAZON.COM | Supplies - Buckley | 09-4300-0000 | 278.79 | |
| P15-01019 | SARGENT-WELCH SCIENTIFIC | Supplies - Fourcroy | 09-4300-0000 | 33.00 | |
| P15-01059 | PTM DOCUMENT SYSTEMS P.O. BOX 7789 | Supplies - Brenda Brown | 09-4300-0000 | 399.50 | |
| P15-01061 | AMAZON.COM | Supplies - Marks | 09-4300-0000 | 49.41 | |
| P15-01063 | AMAZON.COM | Supplies - Marks | 09-4300-1100 | 261.95 | |
| P15-01065 | SAMS CLUB DIRECT | Supplies for productions | 09-4300-0000 | 500.00 | |

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|---|---|---|-------------------|----------------|
| Location Charter Academy For Fine Arts (42) (continued) | | | | |
| P15-01067 | AMAZON.COM | Supplies - Atkins | 09-4300-0000 | 26.52 |
| P15-01068 | SCHOLASTIC LIBRARY PUBLISHING | Subscription 2014-15 | 09-4300-1100 | 289.93 |
| P15-01074 | MYERS-STEVENSON & CO INC | Short Term Insurance | 09-5890-0000 | 217.00 |
| P15-01076 | MYERS-STEVENSON & CO INC | Short Term Insurance | 09-5890-0000 | 40.25 |
| P15-01118 | VISTA HIGHER LEARNER | Supplies - Ducksels | 09-4100-0000 | 924.50 |
| P15-01122 | Houghton Mifflin Harcourt | MCAA Go Math Teacher Resources | 09-4100-7405 | 1,291.83 |
| P15-01140 | AMAZON.COM | Supplies - Fourcroy (Physics) | 09-4300-1100 | 21.60 |
| P15-01141 | Sargent Welch Scientific | Supplies - Fourcroy | 09-4300-1100 | 67.85 |
| P15-01170 | AVID CENTER SI REGISTRATION | Marks | 09-4300-0000 | 525.00 |
| P15-01175 | PRENTICE HALL | Supplies - Office | 09-4100-0000 | 230.54 |
| P15-01213 | Richard Valentini | Tutoring Services | 09-5801-0000 | 3,000.00 |
| Total Location | | | | 46,418.78 |
| Location Child Development (51) | | | | |
| P15-00922 | DISCOUNT SCHOOL SUPPLY | Covillaud Preschool Rm A Madrid | 12-4300-6105 | 109.89 |
| P15-00933 | AMAZON.COM | EMCC Supplies Carmen Garcia | 12-4300-9010 | 230.34 |
| P15-00935 | StarSmilez | Child Development Office RM 105 | 12-4300-9010 | 2,027.99 |
| P15-00969 | WAL-MART COMMUNITY BRC | LINDA SCHOOL READINESS | 01-4300-9041 | 500.00 |
| P15-00970 | WAL-MART COMMUNITY BRC | CEDAR LANE SCHOOL READINESS | 01-4300-9041 | 500.00 |
| P15-00971 | WAL-MART COMMUNITY BRC | ELLA SCHOOL READINESS | 01-4300-9041 | 500.00 |
| P15-00972 | WAL-MART COMMUNITY BRC | School Readiness Health Clerk Supplies | 01-4300-9041 | 950.00 |
| P15-00973 | LAKESHORE LEARNING MATERIALS ATTN: JON BELL | Cedar Lane School Readiness Veronica Lepe | 01-4300-9041 | 499.39 |
| P15-00974 | LAKESHORE LEARNING MATERIALS ATTN: JON BELL | Ella School Readiness Maria Cabrera | 01-4300-9041 | 756.23 |
| P15-00977 | OFFICE DEPOT B S D | School Readiness Open PO | 01-4300-9041 | 800.00 |
| P15-01014 | AMAZON.COM | Child Development Office RM 105 | 12-4300-6105 | 23.12 |
| P15-01015 | LAKESHORE LEARNING MATERIALS ATTN: JON BELL | Arboga Preschool RM 105 | 12-4300-6105 | 893.00 |
| P15-01062 | UNION LUMBER COMPANY | Playground Grant at Covillaud Preschool | 01-4300-9010 | 1,274.86 |
| P15-01071 | LAKESHORE LEARNING MATERIALS ATTN: JON BELL | Arboga Preschool Jeanette | 12-4300-6105 | 873.78 |
| P15-01079 | UNION LUMBER COMPANY | Preschool Playground Grant Covillaud | 01-4300-9010 | 313.75 |
| P15-01086 | LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT | Playground Grant at Covillaud Preschool | 01-4300-9010 | 321.97 |
| P15-01095 | LAKESHORE LEARNING MATERIALS ATTN: JON BELL | Linda Preschool RM-303 | 12-4300-6105 | 186.99 |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount | |
| Location Child Development (51) (continued) | | | | | |
| P15-01096 | LAKESHORE LEARNING MATERIALS ATTN: JON BELL | Dobbins Preschool Supplies Judy Sadlo | 12-4300-6105 | 32.23 | |
| P15-01113 | SCHOLASTIC LIBRARY PUBLISHING | Preschool Classroom Supplies | 12-4300-6105 | 279.60 | |
| P15-01114 | LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT | PRESCHOOL SUPPLIES | 12-4300-6105 | 3,000.00 | |
| Total Location | | | | 14,073.14 | |
| Location Cordua Elementary (07) | | | | | |
| P15-01030 | NICKY'S COMMUNICATOR | CORDUA | 01-4300-0003 | 123.63 | |
| P15-01087 | LAKESHORE LEARNING MATERIALS ATTN: JON BELL | CORDUA - TITLE I | 01-4300-3010 | 310.14 | |
| P15-01168 | COUSIN'S VIDEO | COR Headphones | 01-4300-3010 | 187.37 | |
| Total Location | | | | 621.14 | |
| Location Covillaud Elementary (09) | | | | | |
| P15-00915 | LIGHTSPEED TECHNOLOGIES, INC. | COV Tech supplies | 01-4300-0003 | 30.10 | |
| P15-00982 | CDW-GOVERNMENT, INC. | COV Tech | 01-4300-0003 | 1,058.93 | |
| P15-01049 | GOVCONNECTION, INC. | Replacement bulbs/COV | 01-4300-0003 | 747.68 | |
| Total Location | | | | 1,836.71 | |
| Location Custodial Supervisor (206) | | | | | |
| P15-00946 | OFFICE DEPOT B S D | Hand Truck/LHS | 01-4320-0000 | 139.74 | |
| P15-01009 | HILLYARD - SACRAMENTO | Custodial supplies | 01-4320-0000 | 309.76 | |
| P15-01034 | KING CLOTHING | JACKET FOR CUSTODIAN | 01-4320-0000 | 53.75 | |
| Total Location | | | | 503.25 | |
| Location Dobbins Elementary (11) | | | | | |
| P15-00967 | OFFICE DEPOT B S D | Classroom Open PO | 01-4300-0003 | 300.00 | |
| P15-00985 | GOVCONNECTION, INC. | DOB Bulb | 01-4300-0004 | 124.61 | |
| P15-01047 | YOUTH DEVELOPMENT NETWORK | Professional Development Training | 01-5801-0003 | 339.50 | |
| Total Location | | | | 1,223.00 | |
| Location Edgewater Elementary (12) | | | | | |
| P15-00927 | APPLE COMPUTER INC | EDG iPads & Covers | 01-4300-3010 | 4,523.50 | |
| P15-01010 | OFFICE DEPOT B S D | EDG | 01-4300-1100 | 204.29 | |
| P15-01032 | REALLY GOOD STUFF | EDG | 01-4300-0003 | 169.62 | |
| P15-01041 | OFFICE DEPOT B S D | EDG | 01-4300-1100 | 114.58 | |

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| Location Edgewater Elementary (12) (continued) | | | | |
| P15-01172 | OFFICE DEPOT B S D | EDG | 01-4300-1100 | 2,000.00 |
| P15-01181 | WAL-MART COMMUNITY BRC | EDG Classroom | 01-4300-1100 | 500.00 |
| P15-01220 | LAKESHORE LEARNING MATERIALS ATTN: JON BELL | Dueñas P14 | 01-4300-0003 | 307.32 |
| | | | 01-4300-6500 | 141.93 |
| | | | Total Location | 7,961.24 |
| Location Ella Elementary (13) | | | | |
| P15-00936 | PEARSON CUSTOMER SERVICE | Spec. Ed Supplies | 01-4300-6500 | 295.10 |
| P15-01190 | PROJECT WISDOM | Project Wisdom | 01-4300-0003 | 499.00 |
| | | | Total Location | 794.10 |
| Location Facilities (66) | | | | |
| P15-00917 | BARROW'S LANDSCAPING | 8038: Yuba Feather Classroom Bldg | 23-6171-9010 | 3,990.00 |
| P15-01008 | NORTH VALLEY LABOR COMPLIANCE | 8083: Ella Elementary - CP Requests | 23-6216-9010 | 60.00 |
| P15-01129 | KD Specialty Contractors, Inc. | ELLA 10 ADDITIONAL MARKERBOARDS | 23-6229-9010 | 2,655.13 |
| P15-01219 | RINCON CONSULTANTS, INC | 8084 & 8086 - HULL PROPERTY | 23-6171-9010 | 276.75 |
| | | | Total Location | 6,981.88 |
| Location Foothill Intermediate (35) | | | | |
| P15-00914 | MobyMax | Spec. Ed | 01-5801-6500 | 79.00 |
| P15-00925 | SUTTER COUNTY SCHOOLS | Shady Creek | 01-5890-9010 | 5,040.00 |
| P15-01091 | AMAZON.COM | FHS Cart | 01-4320-0000 | 406.55 |
| P15-01110 | MYERS-STEVENSON & CO INC | Shady Creek | 01-5890-9010 | 568.75 |
| | | | Total Location | 6,094.30 |
| Location Grounds (65) | | | | |
| P15-00963 | KISCO SALES INC. | GROUPS / SUPPLIES | 01-4300-0000 | 300.00 |
| P15-01164 | LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT | GROUPS / SUPPLIES | 01-4300-0000 | 200.00 |
| | | | Total Location | 500.00 |
| Location Indian Education (108) | | | | |
| P15-00980 | YUBA CO COMMUNITY DEVEL DEPT CDSA | summer school sycamore ranch | 01-5890-4510 | 90.00 |
| P15-01134 | FIRE MOUNTAIN GEMS & BEADS, IN | Cultural Projects Supplies | 01-4300-4511 | 500.00 |
| P15-01135 | ARNE'S PAINT STORE INC. | Cultural Projects Supplies | 01-4300-4511 | 500.00 |
| P15-01136 | CRAZY CROW | Cultural Projects Supplies | 01-4300-4511 | 500.00 |

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| Location Indian Education (108) (continued) | | | | |
| P15-01137 | LANCASTER ARCHERY SUPPLY | General Archery supplies. | 01-4300-4510 | 500.00 |
| | | | 01-4300-4511 | 500.00 |
| | | | Total Location | 2,590.00 |
| Location Instruction (IMC) (110) | | | | |
| P15-00900 | PEARSON EDUCATION | Medieval and Early Modern Times Grade 7 | 01-4100-6300 | 1,061.79 |
| P15-01031 | OFFICE DEPOT B S D | office supplies | 01-4300-0000 | 144.10 |
| P15-01056 | LOS ANGELES CO OFFICE OF ED | VPSS Online NCLB HQ Math Tier I Classes | 01-5801-4035 | 400.00 |
| P15-01119 | Houghton Mifflin Harcourt | Go Math! Grade 4 #3 | 01-4100-6300 | 3,612.00 |
| P15-01128 | MCRAW-HILL EDUCATION | Imagine It for Pre-K-Nikki Westcamp | 01-4100-6300 | 2,460.38 |
| P15-01206 | Houghton Mifflin Harcourt | Grade 2 Go Math! #3 | 01-4100-6300 | 3,612.00 |
| P15-01211 | Houghton Mifflin Harcourt | Go Math! Grade 3 | 01-4100-7405 | 3,612.00 |
| | | | Total Location | 14,902.27 |
| Location Johnson Park Elementary (15) | | | | |
| P15-01013 | Today's Classroom | Headphones | 01-4300-0003 | 361.40 |
| P15-01069 | AMAZON.COM | PBIS | 01-4300-0003 | 127.93 |
| P15-01138 | AMAZON.COM | PBIS | 01-4300-0003 | 80.61 |
| | | | Total Location | 569.94 |
| Location Kynoch Elementary (17) | | | | |
| P15-00940 | MYERS-STEVENSON & CO INC | Field Trip to Oroville Fish Hatchery | 01-5890-9010 | 236.25 |
| P15-00988 | MYERS-STEVENSON & CO INC | Walking Fieldtrip to Prestige Assisted Living | 01-5890-9010 | 43.75 |
| P15-01025 | RISO PRODUCTS OF SACRAMENTO | Supplies | 01-4300-0004 | 118.52 |
| P15-01081 | RISO PRODUCTS OF SACRAMENTO | supplies | 01-4300-0004 | 711.11 |
| P15-01084 | MYERS-STEVENSON & CO INC | Field trip Ins to Bishops Pumpkin Farm | 01-5890-9010 | 182.00 |
| P15-01093 | MYERS-STEVENSON & CO INC | Field Trip insurance | 01-5890-9010 | 239.75 |
| | | | Total Location | 1,531.38 |
| Location Linda Elementary (19) | | | | |
| P15-01060 | BALLARD-TIGHE | IPT 1 Spanish Oral Test Booklets | 01-4300-0003 | 126.90 |
| P15-01130 | SACRAMENTO ZOOLOGICAL SOCIETY ZOOBIBLE PROGRAM | Entrance Fee for Sac. zoo | 01-5890-9010 | 535.50 |
| | | | Total Location | 662.40 |
| Location Lindhurst High (43) | | | | |

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| Location Lindhurst High (43) | | | | |
| P15-00895 | AMAZON.COM | LHS Test Prep Books | 01-4200-0003 | 82.03 |
| P15-00898 | DEMCO | Library | 01-4300-0003 | 45.84 |
| P15-00901 | GERLINGER STEEL | LHS/WELDING | 01-4300-9013 | 3,000.00 |
| P15-00903 | HOME DEPOT | Rogers/Burden | 01-4300-9013 | 700.00 |
| P15-00916 | J.W. PEPPER & SON, INC | Sleigh | 01-4300-0003 | 502.62 |
| P15-00926 | Radio Programming and Mgmt | Spangler | 01-5801-9013 | 604.45 |
| P15-00939 | JORGENSEN SPORTS SERVICE | Jensen | 01-5801-0000 | 9,187.00 |
| P15-00951 | SUTTER ORCHARD SUPPLY | LHS/AG DEPT | 01-4300-9013 | 2,000.00 |
| P15-00952 | TRACTOR SUPPLY COMPANY | LHS AG | 01-4300-9013 | 500.00 |
| P15-00955 | FLORA FRESH, INC. | LHS/BURDEN | 01-4300-9013 | 1,500.00 |
| P15-00956 | FIRST STEP GREENHOUSES | LHS/BURDEN | 01-4300-9013 | 500.00 |
| P15-00984 | WOODWIND AND BRASSWIND | Sleigh | 01-4300-0003 | 42.99 |
| P15-00986 | HARBOR FREIGHT TOOLS | LHS/WELDING SUPPLIES | 01-4410-0003 | 1,074.98 |
| P15-00994 | AMAZON.COM | Classroom Technology Supplies | 01-4300-9013 | 800.00 |
| P15-01038 | GREAT LAKES SPORTS | Ehrke | 01-4300-0003 | 203.10 |
| P15-01039 | WOODCRAFT | McCullough | 01-4300-1100 | 399.66 |
| P15-01040 | CASCADE ATHLETIC SUPPLY CO. | Ehrke | 01-4300-1100 | 306.69 |
| P15-01053 | AMAZON.COM | Classroom Technology Supplies | 01-4300-1100 | 350.45 |
| P15-01075 | OFFICE DEPOT B S D | Sp Ed | 01-4300-0003 | 46.19 |
| P15-01078 | ASTRONOMY | LHS/MAGAZINE SUB. 2014-15 | 01-4300-1100 | 27.57 |
| P15-01082 | Uniform & Accessories Whs | Security | 01-4300-1100 | 40.80 |
| P15-01083 | ADA BADMINTON & TENNIS | P.E. | 01-4300-6690 | 299.41 |
| P15-01088 | MJB WELDING SUPPLY | Rogers | 01-4300-1100 | 667.53 |
| P15-01089 | J.W. PEPPER & SON, INC | Sleigh | 01-4300-9013 | 745.95 |
| P15-01105 | APPLE COMPUTER INC | Ehrke/Taylor | 01-4300-0003 | 99.98 |
| P15-01112 | Excel Fitness Solutions | Weight Room | 01-4300-0003 | 100.00 |
| P15-01125 | AMAZON.COM | Spangler | 01-5641-1100 | 188.53 |
| P15-01176 | AMAZON.COM | Spangler | 01-4300-9013 | 383.51 |
| | | | 01-4300-9013 | 142.17 |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|---------------------------|--|-------------------|------------------|
| Location Lindhurst High (43) (continued) | | | | |
| P15-01177 | APPLE COMPUTER INC | Spangler iTunes Cards | 01-4300-9013 | 250.00 |
| P15-01182 | AMAZON.COM | ASB | 01-4300-1100 | 17.73 |
| P15-01201 | AMAZON.COM | Math | 01-4300-0003 | 33.30 |
| P15-01204 | MTB WELDING SUPPLY | Rogers | 01-4300-9013 | 212.25 |
| P15-01205 | FedEx Kinko's | WASC | 01-5801-0000 | 2,881.89 |
| P15-01214 | Monoprice | Spangler | 01-4300-9013 | 110.33 |
| P15-01215 | POSITIVE PROMOTIONS | Beckett | 01-4300-6690 | 98.87 |
| P15-01218 | APPLE COMPUTER INC | LHS iPod | 01-4300-0000 | 160.18 |
| Total Location | | | | 28,306.00 |
| Location Loma Rica Elementary (21) | | | | |
| P15-01188 | RENAISSANCE LEARNING, INC | AR renewal | 01-5801-3010 | 1,467.75 |
| P15-01192 | MYERS-STEVENSON & CO INC | FARM DAY | 01-5890-9010 | 35.00 |
| P15-01195 | AMAZON.COM | Special Ed | 01-4300-6500 | 63.64 |
| Total Location | | | | 1,566.39 |
| Location Maintenance (63) | | | | |
| P15-00829 | LENNOX INDUSTRIES, INC. | MAINTENANCE/DISTRICT OFFICE RM #12 | 01-4410-8150 | 1,346.89 |
| P15-00908 | Sharp Electronics Corp. | Maint. Dept. Copier Service 14-15 SY | 01-5621-8150 | 230.00 |
| P15-00960 | GLINES CARPET ONE INC | MAINTENANCE/EDGEWATER | 01-5801-8150 | 3,000.00 |
| P15-00961 | L & H AIRCO | MAINTENANCE | 01-5801-8150 | 375.00 |
| P15-00962 | HYDROTEC SOLUTIONS, INC. | MAINTENANCE/LOMA RICA | 01-5801-8150 | 300.00 |
| P15-00964 | TOWNSEND FENCING | MAINTENANCE/SLHS | 01-5801-8150 | 575.00 |
| P15-00968 | TOWNSEND FENCING | MAINTENANCE/ELLA/INDIAN ED | 01-5801-8150 | 995.00 |
| P15-00975 | THE DOOR COMPANY | MAINTENANCE/LINDHURST | 01-4410-8150 | 3,925.00 |
| P15-00978 | MESCHER DOOR COMPANY | MAINTENANCE SHOP | 01-5642-8150 | 250.00 |
| P15-01037 | RUSSELL SIGLER, INC. | MAINTENANCE/Covillaud Rm 107 | 01-4450-8150 | 5,624.40 |
| P15-01058 | AMAZON.COM | MAINTENANCE/MHS/STOCK | 01-4300-8150 | 222.53 |
| P15-01120 | AMAZON.COM | Chargers for Samsung Galaxy S5 - Terry Bladeau | 01-4300-8150 | 28.98 |
| P15-01147 | KEITH BROWN DRYWALL INC. | MAINTENANCE/CLE | 01-5642-8150 | 400.00 |
| P15-01148 | TWIN CITIES TREE SERVICE | MAINTENANCE/KYNOCH SCHOOL | 01-5801-8150 | 150.00 |
| P15-01149 | L & H AIRCO | MAINTENANCE | 01-5801-8150 | 220.00 |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|---|--|-------------------|------------------|
| Location Maintenance (63) (continued) | | | | |
| P15-01150 | SIMPLEXGRINNELL LP | MAINTENANCE/ERIC/MHS/LHS | 01-4300-8150 | 1,751.45 |
| P15-01157 | FLETCHERS PLUMBING & CONTRACTING INC. | MAINTENANCE/MHS | 01-5642-8150 | 971.00 |
| P15-01158 | RICK BROWN'S PROPANE | MAINTENANCE/STOCK | 01-4300-8150 | 26.34 |
| P15-01159 | RUSSELL SIGLER, INC. | MAINTENANCE/OLIVEHURST RM#9 | 01-4410-8150 | 4,411.81 |
| P15-01160 | SIEMENS BUILDING TECHNOLOGIES | MAINTENANCE/LHS RM206 | 01-4300-8150 | 111.32 |
| P15-01161 | LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT | MAINTENANCE/MHS POOL | 01-4300-8150 | 400.00 |
| P15-01162 | AMERICAN CHILLER SERVICE INC | MAINTENANCE/LHS COOLING TOWERS | 01-5801-8150 | 600.00 |
| P15-01163 | YUBA COUNTY ENVIRONMENTAL HEALTH DIVISION | MAINTENANCE/MHS POOL | 01-5890-8150 | 545.37 |
| P15-01165 | SUN GRO HORTICULTURE | MAINTENANCE/COVILLAUD, CORDUA, BROWNS VALLEY | 01-4300-8150 | 14,721.78 |
| P15-01221 | LARRY BOGLE DBA: BOGLE CUSTOM CABINETS | MAINTENANCE/MCAA | 01-5801-8150 | 3,615.00 |
| P15-01222 | SUN GRO HORTICULTURE | MAINTENANCE/JOHNSON PARK | 01-4300-8150 | 5,397.00 |
| P15-01223 | VOLTAGE SPECIALISTS | MAINTENANCE | 01-4300-8150 | 392.58 |
| P15-01224 | RB SPENCER | MAINTENANCE/JOHNSON PARK | 01-5642-8150 | 78.00 |
| P15-01225 | H. MILLER TRUCKING | MAINTENANCE/MHS SOFTBALL FIELD | 01-5801-8150 | 135.00 |
| P15-01226 | KELCO FASTENERS & TOOL REPAIR | MAINTENANCE/STOCK | 01-4300-8150 | 269.79 |
| P15-01227 | TOWNSEND FENCING | MAINTENANCE/DOBBINS | 01-5801-8150 | 995.00 |
| Total Location | | | | 52,064.24 |
| Location Marysville High (45) | | | | |
| P15-00718 | CENGAGE LEARNING | Natural Resources Books | 01-4100-1100 | 5,718.38 |
| P15-00899 | GOVCONNECTION, INC. | ROP Classroom Supplies | 01-4300-9013 | 522.54 |
| P15-00938 | Justin Ngai | Ina Wells/Camille Freel Scholarships | 73-7299-9020 | 419.00 |
| P15-00950 | Adela Feceu | Woodrow/Dorothy Jang Scholarship | 73-7299-9020 | 2,000.00 |
| P15-00965 | KELCO FASTENERS & TOOL REPAIR | Open Purchase Order | 01-4300-9013 | 150.00 |
| P15-00966 | LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT | Open Purchase order for supplies | 01-4300-9013 | 500.00 |
| P15-00987 | BRIDGES TRANSITIONS | Bridges | 01-5801-0003 | 1,263.13 |
| P15-00989 | CAPITOL PLYWOOD INC. | Woodshop | 01-4300-9010 | 2,493.51 |
| P15-00990 | MYERS-STEVENSON & CO INC | Field Trip Kynoch/9/19/14 | 01-5890-9013 | 38.50 |
| P15-01066 | MYERS-STEVENSON & CO INC | Trip insurance to Chico 9/30/14 | 01-5890-9010 | 35.00 |
| P15-01073 | Brenda Hernandez-Heredia | Lesta Joubert Scholarship | 73-7299-9020 | 105.00 |
| P15-01090 | GOVCONNECTION, INC. | MHS printer drum | 01-4300-1100 | 122.01 |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|---|-------------------------------------|-------------------|------------------|
| Location Marysville High (45) (continued) | | | | |
| P15-01097 | Taylor Muniz | Francis Duncan Scholarship | 73-7299-9020 | 840.12 |
| P15-01127 | NWN CORPORATION | MHS Projectors | 01-4300-0003 | 1,499.63 |
| P15-01131 | ELITE UNIVERSAL SECURITY | Security at 2014-15 Sporting Events | 01-5801-1100 | 1,200.00 |
| P15-01142 | FISHER SCIENTIFIC | classroom supplies | 01-4300-1100 | 14.23 |
| P15-01145 | Mikki Hudson | Camille Freel Scholarship | 73-7299-9020 | 192.00 |
| P15-01208 | WAL-MART | classroom supplies | 01-4300-1100 | 75.00 |
| P15-01209 | Michelle Xiong | Camille Freel Scholarship | 73-7299-9020 | 192.00 |
| P15-01217 | SAMS CLUB DIRECT | PBIS supplies | 01-4300-9010 | 200.00 |
| Total Location | | | | 17,580.05 |
| Location McKenney Intermediate (37) | | | | |
| P15-00929 | PETER HALL'S INSTRUMENT REPAIR | INSTRUMENT REPAIR | 01-5641-0003 | 115.00 |
| P15-00930 | JERRY'S AUTO STEREO | PE SOUND SYSTEM | 01-5641-0003 | 110.00 |
| P15-01002 | MYERS-STEVENSON & CO INC | SHORT TERM INSURANCE FOR FIELD TRIP | 01-5890-9010 | 73.50 |
| P15-01057 | SCHOLASTIC LIBRARY PUBLISHING | CAMPBELL | 01-4300-0003 | 289.93 |
| P15-01085 | JERRY'S AUTO STEREO | REPAIR OF PE EQUIPMENT | 01-5641-0003 | 65.00 |
| P15-01186 | ANDERSON'S MIDDLE ZONE | OFFICE | 01-4300-6690 | 110.40 |
| P15-01207 | PTM DOCUMENT SYSTEMS P.O. BOX 7789 | MCK/PRINT TO MAIL | 01-4300-1100 | 575.19 |
| Total Location | | | | 1,339.02 |
| Location Nutrition Services (73) | | | | |
| P15-00890 | Sunny Yang | STUDENT ACCOUNT REFUND | 13-5892-5310 | 49.10 |
| P15-00891 | SYSCO FS OF SACRAMENTO INC. | DELIVER TO WAREHOUSE | 13-9326-5310 | 131.15 |
| P15-01005 | GOODMAN FOODS DBA: DON LEE FR AMS | FOOD ORDER | 13-9325-5310 | 12,321.30 |
| P15-01006 | GOLD STAR FOODS | FOOD ORDER | 13-9325-5310 | 14,265.55 |
| P15-01022 | LAND O'LAKES, INC | FOOD ORDER | 13-9325-5310 | 6,887.80 |
| P15-01023 | Jason A. Lugo | STUDENT REFUND | 13-5892-5310 | 19.50 |
| P15-01024 | INTEGRATED FOOD SERVICES | FOOD ORDER | 13-9325-5310 | 12,469.20 |
| P15-01026 | STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION | FOOD ORDER | 13-4717-5310 | 455.00 |
| | | | | 1,401.40 |
| P15-01027 | SYSCO FS OF SACRAMENTO INC. | INVENTORY STOCK | 13-9325-5310 | 1,153.00 |
| | | | | 2,209.25 |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|---|---|---------------------------------|-------------------|------------------|
| Location Nutrition Services (73) (continued) | | | | |
| P15-01028 | SYSCO FS OF SACRAMENTO INC. | INVENTORY STOCK | 13-9326-5310 | 611.16 |
| P15-01029 | DANIELSEN COMPANY | DELIVER TO WAREHOUSE | 13-9325-5310 | 123.60 |
| P15-01042 | SYSCO FS OF SACRAMENTO INC. | Direct Order | 13-9325-5310 | 3,726.00 |
| P15-01098 | Ramirez Farming | FOOD ORDER | 13-4716-5310 | 4,400.00 |
| P15-01099 | TYSON FOODS | FOOD ORDER | 13-9325-5310 | 10,976.35 |
| P15-01100 | WILD RIVER MARKETING | FOOD ORDER | 13-4716-5310 | 8,000.00 |
| P15-01101 | LA TAPATIA TORTILLERIA, INC | CHIP ORDER | 13-9325-5310 | 592.80 |
| P15-01103 | WAWONA FROZEN FOODS | FOOD ORDER | 13-9325-5310 | 2,455.08 |
| P15-01146 | SYSCO FS OF SACRAMENTO INC. | SUPPLY ORDER | 13-9325-5310 | 22.73 |
| | | | 13-9326-5310 | 155.08 |
| P15-01156 | Rebecca Beadle | STUDENT REFUND | 13-5892-5310 | 12.00 |
| P15-01179 | TWENTIETH CENTURY FOOD PRODUCT | FOOD ORDER | 13-9325-5310 | 6,356.35 |
| P15-01180 | S.A. PIAZZA & ASSOCIATES, LLC | FOOD ORDER | 13-9325-5310 | 7,063.20 |
| P15-01183 | Farrow Distributing | KID LIVE ICE CREAM | 13-4717-5310 | 408.40 |
| Total Location | | | | 96,265.00 |
| Location Olivehurst Elementary (25) | | | | |
| P15-00835 | LAKESHORE LEARNING MATERIALS ATTN: JON BELL | CLASSROOM SUPPLIES | 01-4300-0003 | 479.40 |
| | | | 01-4410-0003 | 514.92 |
| P15-00913 | ANSMAR PUBLISHERS, INC | CLASSROOM SUPPLIES EXCEL | 01-4300-0003 | 1,974.00 |
| P15-00920 | Today's Classroom | CLASSROOM SUPPLIES | 01-4300-0003 | 683.44 |
| P15-00976 | HANDWRITING WITHOUT TEARS | HANDWRITING WITHOUT TEARS | 01-4300-0003 | 310.20 |
| P15-00992 | MobyMax | CLASSROOM CURRICULUM | 01-4300-0003 | 99.00 |
| P15-00993 | Today's Classroom | CLASSROOM SUPPLIES | 01-4300-0003 | 420.06 |
| P15-01033 | OFFICE DEPOT B S D | OPEN PO CLASSROOM SUPPLIES 5297 | 01-4300-0004 | 2,000.00 |
| P15-01064 | CURRICULUM ASSOCIATES | 1 ST GRADE | 01-4300-0003 | 151.47 |
| P15-01189 | Oliver & Andy's Book Co. | CLASSROOM | 01-4300-0003 | 963.79 |
| P15-01193 | APPLE COMPUTER INC | OLV Volume Credits | 01-4300-0003 | 2,000.00 |
| P15-01196 | SCHOLASTIC | CLASSROOM MATERIALS | 01-4300-0003 | 661.49 |
| Total Location | | | | 10,257.77 |
| Location Pupil Services (202) | | | | |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--------------------------------------|--------------------------------------|---|-------------------|------------------|
| Location Pupil Services (202) | | | | |
| P15-00918 | SCHOOL SPECIALTY | Bean Bags for Katie | 01-4300-6500 | 88.15 |
| P15-00919 | FLAGHOUSE | Kacy's order | 01-4300-6500 | 62.19 |
| P15-00921 | PEARSON ASSESSMENTS ORDER DEPARTMENT | APE assessment | 01-4410-6500 | 618.75 |
| P15-01109 | AMAZON.COM | ot supplies for students | 01-4300-6500 | 81.45 |
| P15-01203 | PEARSON CUSTOMER SERVICE | testing materials | 01-4300-6500 | 21,018.46 |
| Total Location | | | | 21,869.00 |
| Location Purchasing (104) | | | | |
| P15-00945 | THE TREE HOUSE | Toner for printer | 01-4300-0000 | 248.64 |
| P15-01106 | APPEAL DEMOCRAT ATTN LEGAL DEPT. | Purch Legal Ads 14-15 SY | 01-5890-0000 | 2,500.00 |
| P15-01178 | AMAZON.COM | Purchasing Camera | 01-4300-0000 | 192.43 |
| Total Location | | | | 2,941.07 |
| Location South Lindhurst (47) | | | | |
| P15-01117 | BARNES & NOBLE BOOKSTORE | SLHS | 01-4200-3010 | 2,000.00 |
| P15-01139 | ACCREDITING COMMISSION FOR SCHOOLS | WASC | 01-5310-0000 | 610.00 |
| Total Location | | | | 2,610.00 |
| Location Technology (102) | | | | |
| P15-00897 | GOVCONNECTION, INC. | 11001263 - Replacement Hard Drive & Fan | 01-4300-1100 | 71.76 |
| P15-00953 | AMAZON.COM | Tech Supplies | 01-4300-0000 | 29.01 |
| P15-00954 | GOVCONNECTION, INC. | Tech Supplies | 01-4300-0000 | 217.19 |
| P15-01000 | NWN CORPORATION | Tech Blade Svr | 01-4450-0000 | 10,372.01 |
| P15-01001 | AMAZON.COM | Tech Supplies | 01-4300-0000 | 424.50 |
| P15-01077 | VERIZON WIRELESS | IPhone 6 Upgrade - Bryan Williams | 01-4410-0000 | 650.22 |
| P15-01107 | SharpSchool | Technology / Student email | 01-5801-0000 | 17,300.00 |
| P15-01108 | SharpSchool | Technology / Web Hosting | 01-5801-0000 | 20,124.00 |
| P15-01126 | AMAZON.COM | Tech Wagon | 01-4300-0000 | 127.24 |
| Total Location | | | | 49,315.93 |
| Location Transportation (69) | | | | |
| P15-00892 | ALL SEASON'S R.V. | TRANSPORTATION | 01-4364-0230 | 500.00 |
| P15-00909 | Sharp Electronics Corp. | Transp. Dept. Copier Service 14-15 SY | 01-5621-0230 | 700.00 |
| P15-01007 | CALIFORNIA INDUSTRIAL RUBBER COMPANY | TRANSPORTATION | 01-4364-0230 | 200.00 |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|---|----------------------------------|--|-------------------|------------------|
| Location Transportation (69) (continued) | | | | |
| P15-01035 | DOWNTOWN FORD SALES | TRANSPORTATION/SUPPLIES | 01-4364-0230 | 1,000.00 |
| P15-01070 | AMAZON.COM | TRANSPORTATION | 01-4300-0230 | 38.68 |
| P15-01133 | AMAZON.COM | Transportation Camera | 01-4300-0230 | 138.68 |
| P15-01151 | CUMMINS WEST INC | TRANSPORTATION/SUPPLIES | 01-4364-0230 | 1,000.00 |
| P15-01152 | TK SERVICES (THERMO KING) | TRANSPORTATION/REPAIRS | 01-5641-0230 | 1,000.00 |
| P15-01153 | THE HOSE SHOP | TRANSPORTATION | 01-4364-0230 | 1,000.00 |
| Total Location | | | | 5,577.36 |
| Location Warehouse (71) | | | | |
| P15-00907 | SOUTHWEST SCHOOL & OFFICE SUPPLY | Warehouse Stock 14-15 S.Y. | 01-9320-0000 | 449.44 |
| P15-00912 | SCHOOL SPECIALTY | Warehouse Stock 14-15 S.Y. | 01-9320-0000 | 159.32 |
| P15-01036 | RISO PRODUCTS OF SACRAMENTO | Warehouse Stock 2014-15 S.Y. | 01-9320-0000 | 607.38 |
| P15-01102 | HOME DEPOT | Warehouse Stock 2014-15 S.Y. | 01-9320-0000 | 240.56 |
| P15-01111 | STANDARD STATIONERY SUPPLY CO | Warehouse Stock 14-15 S.Y. | 01-9320-0000 | 5,359.95 |
| P15-01115 | J.C. PAPER | Warehouse Stock 14-15 S.Y. | 01-9320-0000 | 387.00 |
| P15-01132 | GENERAL BINDING CORP | Warehouse Stock 14-15 S.Y. | 01-9320-0000 | 2,305.35 |
| P15-01229 | US GAMES | Warehouse Stock 14-15 S.Y. | 01-9320-0000 | 1,818.90 |
| Total Location | | | | 11,327.90 |
| Location Yuba Feather K-6 (29) | | | | |
| P15-00932 | SUTTER COUNTY SCHOOLS | Yuba Feather School | 01-5890-9010 | 2,912.00 |
| Location Yuba Gardens Intermediate (39) | | | | |
| P15-00896 | AMAZON.COM | JOHNSON/GATES | 01-4300-0003 | 263.92 |
| P15-00904 | WAL-MART COMMUNITY BRC | DRESS CODE APPARELL | 01-4300-1100 | 400.00 |
| P15-00911 | Sharp Electronics Corp. | Yuba Gardens Admin Copier Service 14-15 SY | 01-5621-0003 | 600.00 |
| P15-01021 | ADVANCED DOCUMENT CONCEPTS | YGS Staff Copier Maint. 14/15 SY | 01-5621-0003 | 1,625.00 |
| P15-01044 | MCGRAW-HILL SCHOOL EDUCATION | BARON/GATES | 01-4100-0003 | 3,301.01 |
| P15-01046 | PEARSON EDUCATION | BARON/GATES | 01-4100-0003 | 1,582.05 |
| P15-01092 | NATIONAL SCHOOL PRODUCTS | ANTROBUS/GATES | 01-4300-0003 | 39.95 |
| P15-01094 | RISO PRODUCTS OF SACRAMENTO | GATES/YLST | 01-4300-0003 | 500.00 |
| P15-01174 | AMAZON.COM | WATERS/GATES | 01-4300-0003 | 77.37 |

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|---|------------------------|----------------|-------------------|----------------|
| Location Yuba Gardens Intermediate (39) (continued) | | | | |
| P15-01185 | AMAZON.COM | MURRY/GATES | 01-4300-0003 | 233.63 |
| P15-01194 | WAL-MART COMMUNITY BRC | STAFF MEETINGS | 01-4300-1100 | 1,500.00 |
| P15-01202 | DICK BLICK COMPANY | S BOLE/GATES | 01-4300-0003 | 186.32 |
| P15-01210 | SCHOLASTIC | YLST | 01-4300-0003 | 4,562.29 |
| P15-01212 | AMAZON.COM | WATERS/GATES | 01-4300-0003 | 108.80 |
| Total Number of POs | | | Total Location | 14,980.34 |
| | | | Total | 600,341.58 |

Fund Recap

| Fund | Description | PO Count | Amount |
|-------|-------------|----------|------------|
| 01 | Gen Fund | 256 | 418,575.85 |
| 09 | Chtr Schs | 30 | 46,418.78 |
| 12 | Child Dev | 10 | 7,656.94 |
| 13 | Cafeteria | 22 | 96,265.00 |
| 23 | MJ G BND9P | 5 | 8,303.88 |
| 25 | Cap Fac | 4 | 3,590.00 |
| 73 | Fndn Priv | 6 | 3,748.12 |
| 77 | PAYROLL CR | 1 | 15,783.01 |
| Total | | | 600,341.58 |

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

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Sep 30 2014

4:46PM

ESCAPE

ONLINE

Page 15 of 16

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PO Changes

| | New PO Amount | Fund/ Object | Description | Change Amount |
|-----------|---------------|-----------------|-----------------------|---------------|
| P15-00204 | 8,600.00 | 01-4364 | Gen Fund/Tools/Part | 4,000.00 |
| P15-00212 | 1,500.00 | 01-5641 | Gen Fund/Equip Repa | 1,000.00 |
| P15-00215 | 10,000.00 | 01-4330 | Gen Fund/Supp Vehic | 2,000.00 |
| P15-00291 | 5,000.00 | 09-4300 | Chtr Schs/Mat&Suppli | 2,465.28 |
| P15-00346 | 33,500.00 | 13-4313 | Cafeteria/N-Food NTR | 3,500.00 |
| | | 13-4717 | Cafeteria/FoodPurcSch | 25,000.00 |
| | | | Total for P15-00346 | 28,500.00 |
| P15-00381 | 36,384.93 | 01-5100 | Gen Fund/SERVICES | 1,022.07- |
| P15-00389 | 20,000.00 | 01-5641 | Gen Fund/Equip Repa | 10,000.00 |
| P15-00476 | 49.60 | 09-4300 | Chtr Schs/Mat&Suppli | 8.26 |
| P15-00512 | 1,000.00 | 01-4300 | Gen Fund/Mat&Suppli | 500.00 |
| P15-00558 | 350.00 | 01-4300 | Gen Fund/Mat&Suppli | 100.00 |
| P15-00576 | 664.00 | 13-5801 | Cafeteria/Contracts | 226.00- |
| P15-00617 | 1,500.00 | 01-4300 | Gen Fund/Mat&Suppli | 1,000.00 |
| P15-00660 | 135.82 | 01-4300 | Gen Fund/Mat&Suppli | 16.12 |
| P15-00682 | 3,000.00 | 01-5641 | Gen Fund/Equip Repa | 2,000.00 |
| P15-00850 | 204.25 | 01-4300 | Gen Fund/Mat&Suppli | 90.68 |
| | | | Total PO Changes | 50,432.27 |

Secure Content Solutions, Inc.
Purchasing Contract, 2014
Variable Invoicing v.1.4

The terms and conditions listed below on this contract are for Secure Content Solutions, Inc. variable invoicing options between Secure Content Solutions, Inc (here after referred to as "SCS") and the client MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, CA (here after referred to as "End User") who is purchasing the service and/or hardware from SCS.

SCS offers variable invoicing for End Users that wish to purchase the Sophos Anti-Virus product line under the following guidelines:

PRODUCT/SERVICES PURCHASED ON THIS CONTRACT:

| <u>Product</u> - 4 th Year Free | <u>Number of Users</u> | <u>Term</u> | <u>Price</u> |
|---|------------------------|--------------------|--------------|
| Sophos Anti-Virus Renewal (existing product) | 4,000 | 3 Years(48 months) | \$ 77,752.05 |
| Includes Email Protection (existing product) | 1,000 | 3 Years(48 months) | INCLUDED |
| Sophos Remote Consulting 4 hours | 1 | | INCLUDED |
| Total - paid in 3 payments (see item 5 below for details) | | | \$ 77,752.05 |

- Each deal must be approved by SCS and the End User and this document signed by both parties before variable invoicing will be extended. The approval decision may be based upon financial standing, D&B credit score, and other factors.
- End User is bound by contract to pay SCS for future payments and may not cancel or withhold future monies.
- Please make all payments payable to: Secure Content Solutions
Attention: Accounts Receivable
P.O. Box 6113
Orange, California 92863-6113
- Payment plan for the End User will be dictated as follows based upon the length of the services contract purchased and must include a valid sales quotation:
 - Three payments on a four year contract (the first payment of \$25,917.35 is due Net 30, the second payment of \$25,917.35 is due August 15th, 2015, and the third payment of \$25,917.35 is due August 15th, 2016). Total contract amount is \$77,752.05.
- SCS does not guarantee the Sophos product and is not legally liable for any assertions, performance, or other items relating to the Sophos product line.
- The Sophos EULA (End User License Agreement) must be agreed to by the End User for this contract to be valid.
- For questions regarding this contract:

Michael LaBarge
Finance
Phn # 714.744.2032 x101

Authorized by End User:

Accepted by Secure Content Solutions, Inc.:

Signature: [Signature] Date: 9/30/14

Signature: _____ Date: _____

Print Name: Ryan D. Givins

Print Name: _____

Title: ASST. SUPERINTENDENT

Title: _____

(10/14/14 agendized)



September 3, 2014

Ryan DiGiulio
Assistant Superintendent of Business Services
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Re: Bond Counsel Legal Services Agreement

Dear Mr. DiGiulio:

Our office has served the District previously as bond counsel on certain District general obligation bond issues and certificates of participation. Recently, Jonathan Edwards of Government Financial Strategies, Inc. advised me that the District is prepared to refund certain prior District general obligation bonds. In response to this information, I prepared a proposed agreement for legal services and have enclosed a copy for your review.

Please note that under the proposed agreement, payment for our services would be contingent upon the successful sale of the refunding bonds. Our proposed fee is set forth at paragraph 7. Paragraph 11 makes reference to an hourly rate schedule. This rate schedule however would only apply in the event of certain forms of termination prior to the date bonds are issued.

Once you have had an opportunity to review the proposed agreement, please feel free to contact me with any comments, questions or suggestions.

We appreciate our opportunity to provide legal services to the District and I look forward to meeting you.

Very truly yours,



P. ADDISON COVERT

Enclosure

cc: Jonathan Edwards
1140438.1

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR BOND COUNSEL SERVICES

(2014 General Obligation Refunding Bonds)

THIS AGREEMENT is between Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation ("KMTG"), and the Marysville Joint Unified School District (the "District"). The subject matter of the representation governed by this Agreement is described in Paragraph 1.

1. **Scope of Services.** The District retains KMTG under this Agreement to provide such legal services as necessary to complete each stage of the proceedings for the issuance, sale, and delivery of general obligation refunding bonds (the "bonds"). In particular, KMTG shall:

- (a) Consult with the District and its financial advisor and assist in the implementation of the financing.
- (b) Prepare any resolutions required for approval of the issuance, sale, and delivery of the bonds.
- (c) Prepare a paying agent agreement (or similar issuance document) and all other legal documents necessary for the issuance and sale of the bonds.
- (d) Prepare typewritten bonds.
- (e) Prepare a closing memorandum and prepare and arrange the execution and delivery of all necessary closing certificates/documents.
- (f) Prepare and deliver to each participant in the financing a complete transcript of the proceedings for the authorization, issuance, and sale of the bonds.
- (g) Upon due and proper completion of the proceedings to satisfaction of KMTG, deliver a final approving opinion confirming the validity of the bonds and opinions that interest on the bonds is excludable from gross income for federal income tax purposes and is exempt from State of California personal income taxes, under existing statutes, regulations, rulings, and court decisions.

2. **Services Outside the Scope of this Agreement.** KMTG's duties in this engagement are limited to those set forth in Paragraph 1. Among other things, KMTG has not undertaken to do any of the following under this Agreement:

- (a) Perform an independent investigation to determine the accuracy, completeness, or sufficiency of the official statement or other disclosure document.
- (b) Conduct any investigation regarding the qualification for sale of bonds in any jurisdiction; however, KMTG will coordinate with the underwriter(s) regarding any statements requested to be added to the official statements so that the bonds may be sold in particular jurisdictions.
- (c) Render services in connection with compliance by the District after the closing with the covenants contained in the bond documents, including without

limitation, the calculation of any arbitrage rebate liability the District may have and preparation of any annual reports or material events notices required pursuant to the District's continuing disclosure undertaking.

(d) Render services with respect to any litigation concerning the financing.

If the District requests KMTG to provide any such services, compensation therefor shall be made and calculated at KMTG's hourly rate schedule for the type of services requested (i.e., general counsel, public finance, or litigation) in effect at the time such services are rendered.

3. **Commencement of Services.** KMTG's obligation to provide legal services under this Agreement shall commence upon KMTG's receipt of a copy of this Agreement signed and dated by the District.

4. **Completion of Services.** KMTG's representation of the District under this Agreement will be concluded upon the issuance of the bonds. Nevertheless, subsequent to issuance of the bonds, KMTG will file the Internal Revenue Service Form 8038-G and will prepare and distribute to the participants in the transaction a transcript of the proceedings.

5. **Duties of KMTG and District.**

(a) **Duties of KMTG.** KMTG shall provide those legal services reasonably required to represent the District in the matters described in Paragraph 1 of this Agreement. KMTG shall also take reasonable steps to keep the District informed of significant developments and to respond to the District's inquiries.

(b) **Duties of District.** The District shall be truthful with KMTG, cooperate with KMTG, keep KMTG informed of developments, perform the obligations the District has agreed to perform under this Agreement, and pay statements from KMTG in a timely manner.

6. **Disclaimer of Guarantee.** By signing this Agreement, the District acknowledges that KMTG has made no promises or guarantees to the District about the outcome of the District's matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

7. **Fees and Expenses.** KMTG's compensation, both fees and expenses, for the bond counsel services described above shall be in the amount of \$25,000. Except as provided in Paragraph 11, the compensation provided for herein shall be paid solely from the proceeds of bonds issued and will be payable at the time of issuance of the bonds.

8. **Arbitration of Fee Dispute.** If a dispute arises between KMTG and the District regarding KMTG's fees or costs under this Agreement and KMTG files suit in any court, or begins an arbitration proceeding other than through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206, the District will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206, in which event KMTG must submit the matter to that arbitrator.

9. **District Files.** At the District's request, upon the termination of services under this Agreement, KMTG will promptly release all of the District's papers and property to the District (subject to any applicable protective orders or non-disclosure agreements).

10. **Destruction of District File.** If the District does not request the return of its papers and property, KMTG will retain the District's file for seven years from the date of issuance of the bonds, after which time KMTG may have the District's file destroyed. The District acknowledges that it will not be notified prior to destruction of its papers and property and consents to the same. The District must make separate arrangements with KMTG in order to have its file maintained beyond seven years after the District's matter is concluded.

11. **Termination.** This Agreement may be terminated by the District or KMTG at any time. KMTG and the District each agree to sign any documents reasonably necessary to complete KMTG's discharge or withdrawal.

If the District terminates this Agreement other than for reasonable cause, in the event the bonds are ultimately issued by the District, the District shall pay KMTG a fee determined by the extent of the services rendered by KMTG to the date of termination at the hourly rate of \$230 per hour, plus KMTG's out-of-pocket expenses, but not in excess of the amount set forth in Paragraph 7 above.

12. **Modification by Subsequent Agreement.** This Agreement may be modified only by a written instrument signed by both parties.

KMTG:

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD,
A Professional Corporation

Dated: 9/3/14

By: P. Addison Covert
P. Addison Covert

DISTRICT:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Dated: 10/14/14

By: _____
Ryan DiGiulio
Asst. Supt. of Business Services

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Amendment #1 to Financial Advisory Services Contract Dated July 2, 2014

October 14, 2014

**Scope of Work to Provide Financial Advisory Services in Connection
With Refinancing of Measure H General Obligation Bonds**

Services Provided

- Develop and manage schedule of events
- Assist with identifying and selecting the financing team (e.g. bond counsel, paying agent, etc.)
- Assist with obtaining credit rating(s)
- Assist with qualifying bonds for bond insurance (if appropriate)
- Prepare preliminary and final official statements
- Review all legal documents
- Conduct a competitive bidding process to select underwriter(s) for the bonds in order to obtain the lowest interest costs possible
- Manage closing of bond issue
- Provide post-sale memorandum and/or presentation summarizing bond sale process, results of sale and projected tax levies
- Coordinate with County Auditor-Controller to ensure that future bond tax levies reflect refinancing debt service
- In connection with above, provide Board presentation(s), attend meetings, coordinate with District staff, other members of the team (e.g. bond counsel) and outside entities (e.g. Yuba County, paying agent, rating agency, bond insurers, etc.) as needed

Fee & Expenses

Government Financial Strategies' fixed fee and expenses include preparation of the official statement. Fees are \$60,750 for services and \$3,500 for expenses (mainly associated with printing and distributing the preliminary and final official statements). The fee and expenses are payable from bond proceeds and will not be charged unless and until the refinancing is successfully completed.

Agreed to by:

Government Financial Strategies inc.

By:

A handwritten signature in cursive script, appearing to read "Lori Raineri", written over a horizontal line.

Lori Raineri
President

Marysville Joint Unified School District

By:

A handwritten signature in cursive script, appearing to read "Dr. Gay Todd", written over a horizontal line.

Dr. Gay Todd
Superintendent

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Amendment #2 to Financial Advisory Services Contract Dated July 2, 2014

October 14, 2014

FINANCIAL ADVISORY SERVICES AGREEMENT REQUIRED DISCLOSURES

Pursuant to the regulation of municipal advisors by the Securities and Exchange Commission effective July 1, 2014, Government Financial Strategies is required to provide the following disclosures to its financial advisory clients:

Government Financial Strategies is a municipal advisor registered with the Securities and Exchange Commission (temporary registration number 866-00402-00) and the Municipal Securities Rulemaking Board (registration number KO127).

Government Financial Strategies may subcontract a portion of the financial advisory services to be provided to its wholly-owned subsidiary, GFS Australia Pty. Ltd, and its sole employee, Jonathan Edwards.

Except as expressly described below, Government Financial Strategies has no material conflicts of interest that might impair its fiduciary duty to the Client.

Exhibit A sets forth the potential conflicts of interest associated with various forms of compensation contemplated under the scope(s) of work covering the financial advisory services to be provided.

Additional material conflicts of interest: None.

Marysville Joint Unified School District acknowledges the receipt of these disclosures and has been given the opportunity to discuss such matters with Government Financial Strategies.

Agreed to by:

Government Financial Strategies inc.

By:

A handwritten signature in black ink, appearing to read "Lori Raineri", written over a horizontal line.

Lori Raineri
President

Marysville Joint Unified School District

By:

Dr. Gay Todd
Superintendent

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EXHIBIT A

DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION

Government Financial Strategies is required to provide written disclosure to all financial advisory clients about the actual or potential conflicts of interest presented by the form of compensation contemplated under this Agreement. Set forth below are the potential conflicts of interest associated with various forms of compensation as provided by the Municipal Securities Rulemaking Board (MSRB). For more information, please refer to www.msrb.org.

Forms of compensation; potential conflicts. The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest.



One Keystone Plaza Suite 300
North Front & Market Streets
Harrisburg, PA 17101-2044

800.937.2736
717.232.2723
717.233.6073 fax

Two Logan Square Suite 1600
18th & Arch Streets
Philadelphia, PA 19103-2270

800.937.4736
215.567.6100
215.567.4180 fax

www.pfin.com

ARBITRAGE REBATE COMPLIANCE SERVICES AUTHORIZATION LETTER

September 18, 2014

Mr. Ryan DiGiulio
Assistant Superintendent of Business Services
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Re: Arbitrage Rebate Compliance Services

Dear Mr. DiGiulio:

This letter confirms the engagement of PFM Asset Management LLC ("PFMAM") by the Marysville Joint Unified School District (the "Issuer") for the purpose of performing calculations relating to the rebate requirements contained in Section 148(f) of the Internal Revenue Code of 1986 (the "Code"). The calculations are to be performed with respect to the debt obligations listed on Exhibit A hereto (the "Bonds"), applying applicable federal tax rules. The Issuer acknowledges that it is engaging PFMAM hereunder in connection with the performance by PFMAM of only those services specifically set forth below.

PFMAM will calculate the amount of rebate liability with respect to the Bonds as of the end of each bond year (or other appropriate period) and as of the final maturity or redemption of the Bonds (each such date herein referred to as a "Calculation Date") applying regulations of the United States Department of the Treasury in effect on such Calculation Date. PFMAM will provide the following services: (i) calculation of the amount of rebate liability with respect to the Bonds as of each Calculation Date, and (ii) delivery of schedules reflecting such rebate liability calculation and the assumptions involved.

The Issuer undertakes to provide or cause to be provided to PFMAM all relevant data, as requested from time to time, with respect to each Calculation Date within 15 days after such date and the Issuer agrees to cooperate with all reasonable requests in connection herewith. This information will be necessary to identify the amount of "gross proceeds" (as that term is used in the Code) of the Bonds subject to the rebate requirement, investment income thereon and applicable yields on the Bonds and on such investments in order to calculate the rebate liability of the Issuer with respect to the Bonds as of the Calculation Date. PFMAM is not being engaged to duplicate work performed by the prior Rebate Calculation Agent, if any, to independently determine whether there were "prohibited payments" or "imputed receipts" within the meaning of Treasury Regulations or to perform an audit or review of the investments acquired with gross proceeds or the payment of debt service on the Bonds, and PFMAM will be entitled to rely entirely on information provided by the Issuer without independent verification. PFMAM is also not being engaged to audit or review the tax exempt status of interest on the Bonds or any other aspect of the Bond program except for the rebate liability to the extent set forth in this engagement letter, and PFMAM shall be under no obligation to consider any information obtained by PFMAM pursuant to this engagement for any purpose other than determining such rebate liability. PFMAM shall not have any obligation to update any report delivered hereunder because of events occurring, changes in regulations, or data or information received, subsequent to the date of delivery of such report.

The Issuer shall pay PFMAM as follows to prepare arbitrage rebate calculations with respect to the Bonds:

| Description | Calculation Fee | Calculation Date |
|---|-----------------|------------------|
| General Obligation Bonds, Election of 2008, Series 2009 | \$3,000 | 8/1/2014 |

Calculation Date fees are due upon delivery of each calculation.

This engagement is terminable in its entirety by either party hereto upon thirty (30) days' written notice to the other party. If PFMAM terminates the engagement prior to the initial Calculation thereunder, the initial set-up fee (if previously paid) shall be refunded to the Issuer.

PFMAM is being retained hereunder only to perform the services specified above. However, the Issuer may request PFMAM to advise the Issuer on matters not covered by such services. Should PFMAM undertake to provide such advice, PFMAM will only do so only if specifically requested in writing by the Issuer for a separate fee based on a separate agreement.

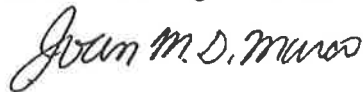
PFMAM may rely upon the advice of counsel, who may be counsel to the Issuer, and upon statements of accountants, brokers and other persons believed by it in good faith to be experts in the matters upon which they are consulted. The Issuer agrees to indemnify, defend, and hold harmless PFMAM and its officers, directors, employees, agents, successors, and assigns from any and all losses, liabilities, damages and claims, and all related costs and expenses, including attorneys' fees and costs of investigation, litigation, settlement, judgment, interest and penalties arising from or in connection with any claim made against PFMAM in connection with its performance of the services to be provided by it pursuant hereto, unless arising primarily from PFMAM's negligence or willful misconduct.

Additional Issues may be added, from time to time, to Exhibit A hereto by written notice from the Issuer to PFMAM, and the fee schedule herein shall apply unless other fees are agreed to in writing.

If this engagement letter is satisfactory, please have an authorized official acknowledge below and return one copy to the undersigned.

Very truly yours,

PFM Asset Management LLC



Joan M. DiMarco
Managing Director

Accepted:

Marysville Joint Unified School District

By: _____

Name: Ryan DiGiulio

Title: Asst. Supt. of Business Services

Date: 10/14/14

EXHIBIT A

Description

1. General Obligation Bonds, Election of 2008, Series 2009

SEP 22 2014

Grant Award Notification

RECEIVED/lm

| | | | | | | | | | | |
|--|----------------------------------|---------------------------|--------------|--|----------------------------|--------------------------|----------------------|--------------|----------------------------|---------------|
| GRANTEE NAME AND ADDRESS Marysville Joint Unified School District Gary Todd, Superintendent 1919 B Street Marysville, CA 95901-3731 | | | | CDE GRANT NUMBER | | | | | | |
| | | | | | | | FY | PCA | Vendor Number | Suffix |
| | | | | | | | 14 | 23858 | 7273 | 00 |
| Attention James Carpenter | | | | STANDARDIZED ACCOUNT CODE STRUCTURE | | COUNTY | | | | |
| | | | | | | | Resource Code | | Revenue Object Code | |
| Program Office Yuba Feather Elementary | | | | 7210 | | 8590 | | INDEX | | |
| | | | | | | | | | | |
| Telephone 530-749-6196 | | | | | | | | 0656 | | |
| Name of Grant Program American Indian Early Childhood Education | | | | | | | | | | |
| GRANT DETAILS | Original/Prior Amendments | Amendment Amount | Total | Amend. No. | Award Starting Date | Award Ending Date | | | | |
| | \$80,000.00 | | \$80,000.00 | | 7/1/2014 | 6/30/15 | | | | |
| CFDA Number | Federal Grant Number | Federal Grant Name | | | | Federal Agency | | | | |
| | | | | | | | | | | |

I am pleased to inform you that you have been funded for the American Indian Early Childhood Education Program.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Maria A. Amor, Associate Governmental Program Analyst
Funding and Support Unit
California Department of Education
1430 N Street, Suite 3410
Sacramento, CA 95814-5901

| | | | |
|--|--|--|--|
| California Department of Education Contact Maria A. Amor | | Job Title Associate Governmental Program Analyst | |
| E-mail Address mamor@cde.ca.gov | | Telephone 916-319-0606 | |
| Signature of the State Superintendent of Public Instruction or Designee <i>Tom Torlakson</i> | | Date September 11, 2014 | |
| 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 Gay Todd | | Title Superintendent | |
| E-mail Address gtodd@mjUSD.com | | Telephone (530) 749.6102 | |
| Signature <i>59</i> | | Date 10/14/14 | |

Grant Award Notification (Continued)





Please note these important American Indian Early Childhood Education Program (AIECE) Grant guidelines:

1. Your grant award is based on your school serving at least 10 percent of the American Indian students in pre-kindergarten to grade four. The program is designed to develop and test educational models that increase competence in reading, language arts, mathematics, and self-esteem for American Indian children.
3. The release of funds for the initial award will be contingent upon having received the signed Grant Award Notification. Twenty-five percent of the funding will be disbursed as an initial award.
4. Grant Funding Period for this program runs in a three-year cycle from July 1, 2014, through June 30, 2017. The grant funding period shall be July 1 through June 30 for each year.
5. Successful grantees will be required to submit a Continuing Application annually.
6. At the end of the grant period, grantees will be responsible for completing a Final Fiscal Report, which will include all expenses incurred for the program from July 1, 2013 through June 30, 2014.
7. The final 10 percent of the grant award will be disbursed after the Early Education and Support Division receives a Final Fiscal Report, which is due on July 31, 2015.

Advisory Committee Form

FY 2014-15

American Indian Early Childhood Education Program

| | | | |
|--|---------------------------------------|--|--------------------------|
| Name of Site Yuba Feather Elementary School | City Challenge | | Zip Code 95925 |
| Address P. O. Box 11458, Challenge, CA 95925 | Phone Number (530) 749-6196 | County Yuba | |
| <p><i>Indicate below the names and addresses of both the Districtwide American Indian Advisory Committee and of the Site(s) Advisory Group members. If your district has only one elementary school, the Districtwide American Indian Advisory Committee will also function as the Site Parent Advisory Group. In this situation only one committee needs to be named.</i></p> | | | |
| Districtwide American Indian Advisory Committee | | Address | |
| Chairperson:  | | 14057 Frenchtown Rd. Oregon Hills, CA | |
| Member:  | | 1747 McCarthy Ave. Olivehurst, Ca 95961 | |
| Member: Melissa Bennett | | 716 E 19th St. Marysville CA 95901 | |
| Member:  | | 4488 Shay Ave Olivehurst CA 95961 | |
| Member:  | | 716 E 19th St., Marysville Ca. 95901 | |
| Site Parent Advisory Group Members | | Address | |
| Chairperson: Cathina Healy | | P.O. Box 553 Dobbins, CA 95935 | |
| Member: Belkora Fox | | 161 Hodgkins Lane Forbestown, Ca 95941 | |
| Member: Melissa Noel Kinnellon | | P.O. Box 41 Olivehurst, CA 95970 | |
| Member: | | | |
| Member: | | | |

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JOHNSON O'MALLEY PROGRAM

MINUTES OF THE INDIAN EDUCATION COMMITTEE

Dates: 8-14-13

Gwen Cochran
Signature of IEC Chairperson

M. Bennett
Signature of IEC Co-Chairperson

W. P. [Signature]
Signature of IEC Vice Chairperson

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| | | | |
|---|---------------------------------|---|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 <i>62</i> |
| 2. DOCUMENT/MODIFICATION NO. | 3. EFFECTIVE DATE 07/31/2014 | 4. REQUISITION/PURCHASE REQ. NO. 0020056104 | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY BIA PACIFIC 00013 2800 COTTAGE WAY ROOM W2800 Contracting Office Sacramento CA 95825 | CODE A13 | 7. ADMINISTERED BY (If other than Item 6) DOI, BIA PACIFIC Contracting Office 2800 COTTAGE WAY ROOM W2800 Sacramento CA 95825 | CODE A13 |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT Attn: James Graham, Coordinator 1919 B Street MARYSVILLE CA 95901-9505 | | 9A. AMENDMENT OF SOLICITATION NO. (x) | |
| | | 9B. DATED (SEE ITEM 11) | |
| | | 10A. MODIFICATION OF CONTRACT/ORDER NO. A12AV00312 x | |
| | | 10B. DATED (SEE ITEM 13) 09/30/2012 | |
| CODE 0071316888 | FACILITY CODE | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$16,817.99

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) X Public Law 93-638, As Amended |

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

CFDA Number: 15.130

DUNS Number: 100122274+0000

"These funds are made available pursuant to H.R. 2055, P.L. 112-74, Consolidated Appropriation Act, 2012."

Legacy Doc #: A12AV00312

Delivery Location Code: 0009061761

BIA PRO CCA

650 Capitol Mall

SACRAMENTO CA 95814-4701 US

Period of Performance: 01/01/2013 to 12/31/2014

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Ryan DiGiulio, Asst. Superintendent
Business Services

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Tina Fourkiller

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

8/13/14

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED

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**Subpart C – Initial Contract Proposal
Application Format
900.8**

900.9 – Definitions: **Indian Contract Proposal** – means a proposal for programs, functions, services, or activities that the Secretary is authorized to perform, but which the Indian tribe or tribal organization is now carrying out.

An initial contract proposal must contain the following information:

- A. The full name, address and telephone number of the Indian tribe or tribal organization proposing the contract. [25 CFR 900.8 (a)]

Name: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Address: 1919 B STREET, MARYSVILLE, CA 95901

City: MARYSVILLE State: CA Zip: 95901

Phone: (530) 749-6196 Fax: (530) 741-7840

- B. If the tribal organization is not an Indian tribe, the proposal must also include:
[25 CFR 900.8 (b)]

- (1) A copy of the tribal organization's organizational documents (e.g., charter, articles of incorporation, bylaws, etc.).

Check items attached:

☐ Charter
☐ Articles of Incorporation
☒ Bylaws
☐ Other (Explain)

SEE ATTACHMENT #1

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- (2) The full name(s) of the Indian tribe(s) with which the tribal organization is affiliated.

N/A

- C. The full name(s) of the Indian tribe(s) proposed to be served. [25 CFR 900.8 (c)]

There are no tribes or tribal organizations within the boundaries of Yuba and Sutter County. Our students, identified by the program, are either members of a tribe or are ¼ Indian Blood Degree. Their associated tribes are listed.

SEE ATTACHMENT #2

- D. A copy of the authorizing resolution from the Indian tribe(s) to be served.
[25 CFR 900.8 (d)]

- (1) If the Indian tribe or tribal organization proposes to serve a specified geographic area, it must provide authorizing resolution(s) from all Indian tribes located within the specific area it proposes to serve. However, no resolution is required from an Indian tribe located outside the area proposed to be served whose members reside within the proposed service area.)

Resolution No. N/A

- (2) If a currently effective authorizing resolution covering the scope of an initial contract proposal has already been provided to the agency receiving the proposal, provide a reference to that resolution.

Resolution No. N/A

- E. Name, title, and signature of the authorized representative of the Indian tribe or tribal organization submitting the contract proposal. [25 CFR 900.8 (e)]

Jolie Carreon
Name

Coordinator, Student Discipline and Attendance
Title

Signature

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- F. The date of submission to the BIA and the name of the office where the application was submitted. [25 CFR 900.8 (f)]

Date Submitted: October 15, 2014

Submitted to: Superintendent
Bureau of Indian Affairs
Central California Agency
650 Capitol Mall, Suite 8-500
Sacramento, CA 95814

- G. A brief statement of the programs, functions, services, or activities that the tribal organization proposes to perform, including: [25 CFR 900.8 (g)]

- (1) A description of the geographical service area, if applicable, to be served.

Supplemental educational and cultural enrichment services will be provided to JOM students who reside in Yuba and Sutter Counties.

- (2) The estimated number of Indian people who will receive the benefits or services under the proposed contract.

145 American Indian students identified as being eligible to receive JOM services.

- (3) An identification of any local, Area, regional, or national level departmental programs, functions, services, or activities to be contracted, including administrative functions.

Currently the indirect costs rate charged to grant-funded Programs by Marysville Joint Unified School District is 6.82%.

- (4) A description of the proposed program standards.

All activities and services funded by the Johnson O'Malley Program are designed to assist eligible American Indian students in Kindergarten through grade twelve residing within the boundaries of Yuba and Sutter Counties. All activities of the JOM Program are aligned with the Common Core.

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- (5) An identification of the program reports, data and financial reports that the Indian tribe or tribal organization will provide, including their frequency. Mature Status Contracts are required to submit quarterly financial statement (Section 5 (2) of the Act).

An annual report shall be submitted on or before ninety (90) days after the end of the fiscal or calendar year in which the contract is performed.

- (6) A description of any proposed redesign of the programs, services, functions, or activities to be contracted.

The Program focuses on academic assistance, parental training and participation, and cultural enrichment with the intent to increase school attendance.

- (7) Minimum staff qualifications proposed by the Indian tribe or tribal organization, if any (job descriptions).

Minimum staffing qualifications are met by meeting the Requirements of Marysville Joint Unified School District.
SEE ATTACHMENT #3

- (8) A statement that the Indian tribe or tribal organization will meet the minimum procurement, property and financial management standards set forth in Subpart F, subject to any waiver that may be granted under Subpart F.*

Marysville Joint Unified School District's Johnson O'Malley Program will meet the minimum procurement, property and Financial management standards set forth in 25 CFR, Chapter V, Part 900, Subpart F.

Note: The Indian tribe or tribal organization may provide a certification from a licensed accountant that the procurement, property and financial management systems of the Indian tribe or tribal organization meet the standards set forth in 25 CFR, Chapter V, Part 900, Subpart F.

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H. The amount of funds requested, including: [25 CFR 900.8 (h)]

- (1) An identification of the funds requested by programs, functions, services, or activities, under section 106(a)(2) of the Act, including the Indian tribe services, or activities, if any, from Departmental local, Area, regional, or national level. [25 CFR 900.8 (h) (1)]

N/A

- (2) An identification of the amount of direct contract support costs, including one-time start-up or pre-award costs under section 106(a)(2) and related provisions of the Act, presented by major categories such as:
[25 CFR 900.8 (h) (2)]

- i. Personnel (differentiating between salary and fringe benefits;
- ii. Equipment;
- iii. Materials and supplies;
- iv. Travel;
- v. Subcontracts; and,
- vi. Other appropriate items of cost.

SEE ATTACHMENT #4

- (3) An identification of funds the Indian tribe or tribal organization requests to recover for indirect contract support costs. [25 CFR 900.8 (h) (3)]

This funding request must include either:

- i. A copy of the most recent negotiated indirect cost rate agreement; **SEE ATTACHMENT #5**
- or,
- ii. An estimated amount requested for indirect costs, pending timely establishment of a rate or negotiation of administrative overhead costs.

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- (4) To the extent not stated elsewhere in the budget or previously reported to the Approving Official, any pre-award costs, including the amount and time period covered or to be covered; and, [25 CFR 900.8 (h) (4)]

N/A

- (5) At the option of the Indian tribe or tribal organization, an identification of programs, functions, services, or activities specified in the contract proposal which will be funded from sources other than the Bureau. [25 CFR 900.8 (h) (5)]

N/A

- I. The proposed starting date and term of the contract. [25 CFR 900.8 (i)]

Proposed start date: January 1, 2015

Proposed ending date: December 31, 2017

Proposed term: 3 years

- J. In the case of a **cooperative agreement**, the nature and degree of Federal programmatic involvement anticipated during the term of the agreement. [25 CFR 900.8 (j)]

N/A

- K. The extent of any planned use of Federal personnel and Federal resources. [25 CFR 900.8 (k)]

N/A

Will Bureau staff be hired by the tribe under the contract?

Will elected officials be hired as staff under this contract?

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- L. Any proposed waiver(s) of the regulations in 25 CFR, Chapter V, Part 900, Subpart A-P. [25 CFR 900.8 (I)]

N/A

- M. A statement that the Indian tribe or tribal organization will implement procedures appropriate to the programs, functions, services, or activities proposed to be contracted, assuring the confidentiality of medical records and information relating to the financial affairs of individual Indians obtained under the proposed contract, or as otherwise required by law. [25 CFR 900.8 (m)]


Negotiable:

- N. Funding distribution is negotiable; identify how tribe/tribal organization would prefer to receive their P638 payments: lump sum, quarterly, monthly, or as needed.

Payments will be requested lump sum.

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The American Indian Education Program of Marysville, a program of Marysville Joint Unified School District will implement the following: procedures appropriate to the programs, functions, services, or activities proposed to be contracted, assuring the confidentiality of medical records and information relating to the financial affairs of individual Indians obtained under the proposed contract, or as otherwise required by law.


James Carpenter, Program Coordinator

Johnson-O'Malley
Application for Contract
PART 1

Contract Budget Summary

Contract Summary

Category

| | |
|---|---------------------------|
| (a) Personnel/Salaries (275 hours of tutoring @ \$9.85 per hour) | <u>\$ 2,725.00</u> |
| (b) Fringe Benefits | <u>\$ 275.00</u> |
| (c) Travel | <u>\$ 0.00</u> |
| (d) Equipment* | <u>\$ 0.00</u> |
| (e) Supplies** | <u>\$ 900.00</u> |
| (f) Consultants/Contractual Services | <u>\$ 1,000.00</u> |
| (g) Space Cost | <u>\$ 0.00</u> |
| (h) Indian Education Committee costs | <u>\$ 0.00</u> |
| (I) List other needs by category | <u>\$ 2,972.00</u> |
| Cultural Workshops for parents and students | |
| Registration, Lodging, Meals, Transportation | |
| Annual State Indian Conference (4 parents, 6 students) | |
| Registration, Lodging, Meals, Transportation | |
| Education Programs | |
| Spring Pow Wow | |
| SUB TOTAL | <u>\$7,872.00</u> |
| Indirect cost rate used to calculate contract support funds. (6.82%) | <u>\$ 537.00</u> |
| TOTAL | <u>\$8,409.00</u> |

Johnson-O'Malley
Application for Contract
PART 1

Contract Budget Summary

Contract Summary

Describe all categorical costs entered on Contract Budget Summary Part I.:

(a) PERSONNEL

| | | |
|-----|---|------------|
| 1.1 | Tutors - hired on temporary basis as needed to meet the individual needs of Indian students. Duties include: tutoring, counseling, outreach, liaison services. Pay rate established by the District pay range, \$9.00 per hour for high school tutors and \$9.85 per hour for classified adult tutors. | \$2,725.00 |
|-----|---|------------|

| | | |
|-----------|--|------------|
| TOTAL (a) | | \$2,725.00 |
|-----------|--|------------|

(b) FRINGE BENEFITS (AS DETERMINED BY LEA POLICIES)

PERS Teachers and Instructional Assistants
OASDI Teachers and Instructional Assistants
HEALTH Teachers and Instructional Assistants
DENTAL Teachers and Instructional Assistants
SUI Teachers and Instructional Assistants
COMP Teachers and Instructional Assistants
LIFE INSURANCE
ALTERNATIVE TO SOCIAL SECURITY

| | | |
|-----------|--|-----------|
| TOTAL (b) | | \$ 275.00 |
|-----------|--|-----------|

Johnson-O'Malley
Application for Contract
PART 1

Contract Budget Summary

Contract Summary

Describe all categorical costs entered on Contract Budget Summary Part I.:

| | | |
|-----|---|-------------|
| (c) | TRAVEL | \$ 0.00 |
| (d) | EQUIPMENT | \$ 0.00 |
| (e) | SUPPLIES Supplies necessary to support cultural events and activities | \$ 900.00 |
| (f) | CONSULTANTS / CONTRACTUAL Consultants hired as needed to provide instruction in cultural activities. | \$ 1,000.00 |
| (g) | COST OF SPACE | \$ 0.00 |
| (h) | INDIAN EDUCATION COMMITTEE COSTS | \$ 0.00 |
| (i) | OTHER NEEDS | |
| 1.1 | Cultural Workshops - open to parents and older students who are willing to teach traditional skill to the other students in the Program. Registration, Lodging, Meals, Transportation. | |
| 1.2 | Annual State Indian Conference - 2 parents and 2 students will attend and participate as presenters. Registration, Lodging, Meals and Transportation. | |
| 1.3 | Pow Wow - year-end culmination of Program functions. The Pow Wow is used to honor all American Indian students, but, especially those students who have excelled during the school year. Consultant fees, Supplies. | |
| 1.4 | JOM Summer School Program - Provides summer activities for American Indian students, e.g. American Indian Youth Leadership Camp and American Indian Summer Academic/Cultural Summer School. | |
| | TOTAL | \$ 2,972.00 |
| | TOTAL DIRECT CHARGES | \$ 7,872.00 |
| | TOTAL INDIRECT CHARGES (6.82%) | \$ 537.00 |
| | TOTAL BUDGET | \$ 8,409.00 |

JOHNSON O'MALLEY PROGRAM

MINUTES OF THE INDIAN EDUCATION COMMITTEE

Dates: 9-10-14

Wayne Owen

Signature of IEC Chairperson

Duke Chubb

Signature of IEC Vice-Chairperson

Sarah

Signature of IEC Parent Committee Member



Marysville Joint Unified School District

1919 B Street • Marysville, CA 95901
(530) 749-6114 • Fax (530) 742-0573

Board of Trustees

Jeff D. Boom
Frank J. Crawford
Anthony J. Dannible
Jim C. Flurry
Glen E. Harris
Philip R. Miller
Bernard P. Rechs

District Administration

Gay Todd
Superintendent

Ramiro Carreón
*Asst. Superintendent-
Personnel Services*

Ryan DiGiulio
*Asst. Superintendent-
Business Services*

September 10, 2014

To: Gay Todd, Superintendent

Dear Dr. Todd,

Please accept this letter as formal notification that I am resigning from my position as Assistant Superintendent of Business Services, effective October 17, 2014. I am resigning due to family reasons that require me to relocate back down to Southern California.

I cannot thank you enough for the tremendous opportunity provided to me to serve as the Assistant Superintendent of Business Services. I know I have only been here for a short time but the support provided by the Board, fellow administrators, staff and you has been extremely generous. The district and this community are both true treasures and I am deeply disappointed that I will not be able to serve here for the many years as per my original plans. The confidence you have personally shown in my abilities to serve this district and its students has been beyond any of my expectations. I just hope I was able to put into motion changes and initiatives that will benefit the district for years to come. I am eternally grateful to this district and all the wonderful people who value the amazing students of this community.

I intend to provide any and all assistance needed during this transition and again, cannot thank you enough for this opportunity.

Warmest regards,

Ryan DiGiulio

cc: Ramiro Carreón, Assistant Superintendent for Personnel Services

MJUSD
Personnel Dept.
SEP 10 2014

RECEIVED



Marysville Joint Unified School District

1919 B Street • Marysville, CA 95901
(530) 749-6114 • Fax (530) 742-0573

RECD BY
PERSONNEL DEPT.
10/7/2014

October 7, 2014

Board of Trustees

Jeff D. Boom
Frank J. Crawford
Anthony J. Dannible
Jim C. Flurry
Glen E. Harris
Philip R. Miller
Bernard P. Rechts

District Administration

Gay Todd
Superintendent

Ramiro Carreón
Asst. Superintendent-
Personnel Services

Ryan DiGiulio
Asst. Superintendent-
Business Services

To: Gay Todd, Superintendent

Dear Dr. Todd,

Please accept this letter as my formal request to rescind my letter of resignation dated September 10, 2014. I would like to remain with the district in my current position as Assistant Superintendent of Business Services.

I originally resigned due to family reasons that required me to relocate back down to Southern California. Those family reasons have since been resolved and no longer exist.

As you know I was deeply saddened to submit my letter of resignation as I came to this district with the intent of building a home here. I thoroughly enjoy working for this district. If given the opportunity to continue my tenure here, I will cherish every moment to serve the students, staff and community. With the issues that compelled me to resign resolved and behind me, I look to serving here for as long as I am able. Thank you for all your patience and support during this arduous process.

Warmest regards,

Ryan DiGiulio

cc: Ramiro Carreón, Assistant Superintendent for Personnel Services

Marysville Joint Unified School District

Resolution 2014-15/09

DISPOSAL OF OBSOLETE TEXTBOOKS/INSTRUCTIONAL MATERIAL

WHEREAS, the Marysville Joint Unified School District accumulates worn and obsolete textbooks and instructional material each year; and

WHEREAS, the Marysville Joint Unified School District desires to dispose of said worn and obsolete textbooks and instructional material; and

NOW, THEREFORE, BE IT RESOLVED that in accordance with provisions of the Education Code and district policy, the Superintendent or designee is hereby authorized to sell, donate, recycle, or dispose of obsolete textbooks and instructional material for the 2014-15 school year.

PASSED AND ADOPTED THIS 14th DAY OF OCTOBER 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Todd
Superintendent of Schools

Frank J. Crawford
President to Board of Trustees

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2014-15/11

**Emergency Resolution Pursuant to Public Contract Code Section 20113
for Award of Contract Without Bidding and Advertisement
to Install New Intercom System at MCAA**

WHEREAS, California Public Contract Code section 20113 provides the authority for declaration of an emergency when repairs, alternations, work, or improvement is necessary to any facility of public schools to permit the continuance of existing school classes or to avoid danger to life or property; and,

WHEREAS, California Public Contract Code section 20113 further authorizes the Board of Trustees, by unanimous vote, with the approval of the County Superintendent, to make a contract in writing or otherwise on behalf of the District for the performance of labor and furnishing of materials or supplies for the purpose of meeting the emergency without advertising for or inviting bids; and,

WHEREAS, the Marysville Joint Unified School District (District) has received approval from the County Superintendent; and

WHEREAS, the District owns real property commonly known as the Marysville Charter Academy for the Arts (MCAA); and,

WHEREAS, an emergency exists at MCAA wherein certain repairs, alterations, work, or improvements are necessary to avoid danger to life or property as described in detail below:

Time is of the essence since MCAA has no functioning intercom system. The lack of this system places students and staff at risk as MCAA has no ability to issue a site-wide "all-call" in the event of an emergency.

NOW, THEREFORE, BE IT RESOLVED AND AUTHORIZED THAT by unanimous vote, the Board of Trustees of the Marysville Joint Unified School District, with the approval of the County Superintendent, declares an emergency exists and authorizes the Superintendent of the District and/or designee to enter into contracts as needed for repairs and any other work local and state agencies may require to avoid danger to life and property and to permit the continuation of existing school classes.

BE IT FURTHER RESOLVED THAT the estimated cost is expected to exceed \$15,000. This resolution does not set aside any bonding or security otherwise required by law.

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES of the Marysville Joint Unified School District, Yuba County, California, at a regular meeting of said Board, held on the 14th day of October 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gay S. Todd, Superintendent
Secretary - Board of Trustees

Frank J. Crawford
President - Board of Trustees

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Statement of the Clerk of the Board

I, Anthony Dannible, Clerk of the Board of Trustees of the Marysville Joint Unified School District, a public entity, State of California, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the governing body of the aforesaid school district at a regular meeting held on the 14th day of October 2014.

Anthony Dannible
Clerk - Board of Trustees

Attest:

Dr. Scotia Holmes Sanchez, Superintendent
Yuba County Office of Education

00554-00005/667072.1

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