



**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT CHARGES –
LINDHURST HIGH SCHOOL AND SOUTH LINDHURST HIGH SCHOOL
AGREEMENT**

Marysville Joint Unified School District (MJUSD) has recently made substantial increases in demand on the Water Treatment Plants of Olivehurst Public Utility District (OPUD). Since 2006, there have been some connections performed at the high school to which OPUD was not apprised. Late last year, OPUD installed two 6" water meters and one 10" water meter at the school to meter water usage. It's important to understand that the two 6" and one 10" connections serve both domestic (including irrigation) and fire flow. OPUD does not charge capacity fees for fire services due to the nature of the use. However; these three services are mixed use as stated above. In order to assess appropriate capacity fees and subsequent service back fees, we devised a fair and equitable method. We identified all new domestic service connections installed in the school since 2006 and applied the OPUD capacity fees to those connections which captures only the domestic (including irrigation) use. OPUD has established Water System Capacity Fees to pay the costs of existing and future improvements to those systems required to serve new demands. MJUSD wishes to pay OPUD's established capacity fees for such additional demand it has placed on OPUD's utility system.

Pursuant to Government Code Section 54999.3(b), MJUSD agrees to pay the following Capacity Charge for additional demand to the system. Charges are calculated based on the letter from MJUSD dated April 28, 2016. MJUSD understands that this is a one-time charge assessed as of May 2016. OPUD acknowledges that no further back charges will be assessed for the facilities addressed in this agreement after execution of this agreement and payment by MJUSD of the amounts delineated in this agreement.

MJUSD also agrees to pay backdated service fees per the letter from MJUSD dated April 27, 2016 attached, exhibit B.

MJUSD understands that, at Lindhurst High School and South Lindhurst High School, they will be billed on a monthly basis for water based on their metered use.

As of the date of this agreement, the current connections to OPUD water at Lindhurst are identified in exhibit A of this agreement. Should MJUSD wish to add any additional connections to their water system (any connections which would increase the demand on the OPUD water system) other than those identified in exhibit A, MJUSD shall inform OPUD and pursue an agreement to pay the appropriate capacity fees.

OPUD agrees that upon execution hereof, service will be authorized and OPUD will continue to provide water and sewer service to Lindhurst and South Lindhurst Schools. MJUSD agrees that it will deliver a check to OPUD in the amount of \$175,868.00 within 45 days following execution of this Agreement. Each party represents that it has full authority to enter into this Agreement.

207

OLIVEHURST PUBLIC UTILITY DISTRICT

By Timothy R. Shaw Date: 5-23-2016
Timothy R. Shaw, General Manager

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By _____ Date: _____
Ryan DiGiulio, Assistant Superintendent

208

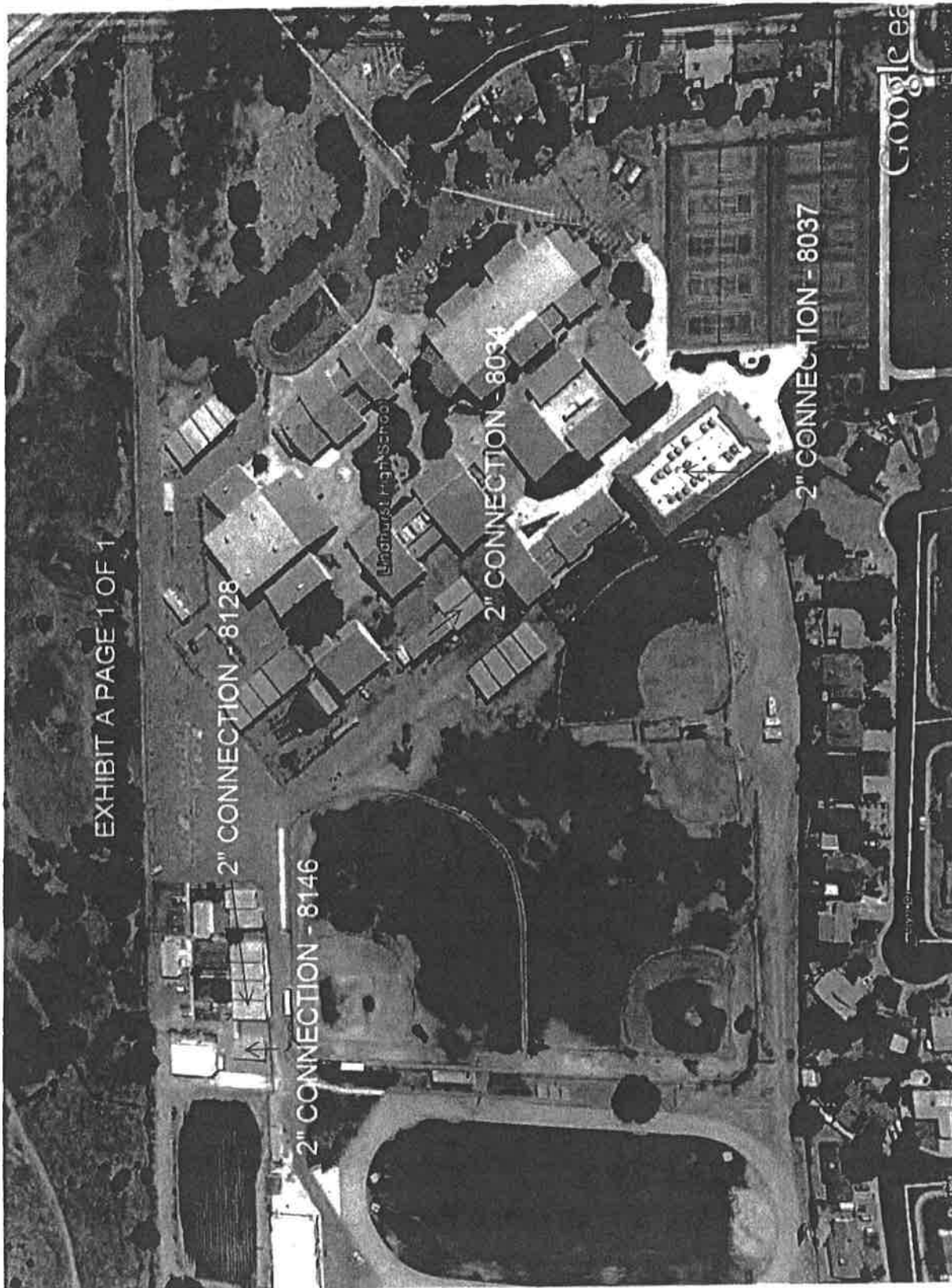


Exhibit B



Marysville Joint Unified School District

1919 B Street, Facilities Department ~ Marysville, CA 95901

PH: 530 749-6151
FX: 530 741-3718

April 27, 2016

Olivehurst Public Utility District (OPUD)
Attn: John C. Tillotson, P.E.
Director of Public Works/District Engineer
1970 9th Avenue
Olivehurst, Ca., 95961

Re: Proposal for Past Water Connection Fees at Lindhurst High School, Marysville Unified School District

Dear Mr. Tollitson:

Per your request and based on our recent conversation regarding the water connections at Lindhurst High school here is a recap of what we have worked together on to propose:

The below are based on OPUD's 2016 fee schedule:

8037 - LHS Science 2008:	1@2inch = \$20,746.00
8034 - 4 port class/1 restroom 2007:	5@2inch = \$103,730.00
8128 - 4 port demo and 1 added 2013	1@2inch = \$20,746.00
8146 - 1 port added summer 2015	1@2inch = <u>\$20,746.00</u>
Sub Total:	\$165,968.00

Next, using an average fee of \$50.00 per month (\$59.00 is the most current monthly fee amount) times two services, I have the following estimate:

1. 2005 (11 years times 12 months = 132 months times \$50.00 average fee) = \$6,600.00
2. 2010 (5 years x 12 months times \$50.00 average fee) = \$3,000.00

Grand total estimate:

\$165,968.00
\$ 6,600.00
\$ 3,000.00
\$175,868.00

Thank you for partnering with MJUSD to resolve this matter and we look forward to a continuing our mutually beneficial working relationship.

Respectfully,

A handwritten signature in cursive script, appearing to read "RdG".

Ryan DiGiulio
Assistant Superintendent, Business Services

page 1 of 1

210



Marysville Joint Unified School District

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

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$45,000

THIS CONTRACT made and entered into on May 23, 2016 (Insert Board meeting date or ratification date), by and between National Analytical Laboratories, Inc. hereinafter called the CONTRACTOR and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the DISTRICT.

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

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

seven thousand one hundred twenty five and 00 /100 Dollars (\$ 7,125.00)

(MAY NOT EXCEED \$45,000) – to be paid in full within thirty (30) days after completion and acceptance.

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: n/a - not a contractor (lab and testing) (add applicable to trade).
3. (Check contractor license classification appropriateness at: <http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/> and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of bid award inc 2 project (insert date after Board approval date or ratification date) with work to be completed within 2 () consecutive days and/or by March 10, 2017.

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

- Refer to **ATTACHMENT J**, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$45,000)



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

☒ Noncollusion Affidavit

☒ ATTACHMENT A – Contractor Certification Form

☒ ATTACHMENT B – Terms and Conditions (5 pages)

☒ ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation

☒ ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate

☒ ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification

100000 ATTACHMENT F – Proof of Contractor Annual Registration with DIR

☒ on file ATTACHMENT G – Withholding Exemption Certificate – CA Form 590

on file ATTACHMENT H – W9 Form

☒ ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement

☒ ATTACHMENT J – Scope of Work

Purchase Order No. _____

TYPE OF BUSINESS ENTITY

____ Individual
____ Sole Proprietorship
____ Partnership
☒ Corporation
____ Other

TAX IDENTIFICATION

☒ 68-0283099
Employer Identification Number

License No: _____ Classification: n/a - not Expiration Date: _____

(District Use Only: License verified by CS Date: 5/23/2016
Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: National Analytical Laboratories, Inc. (NAL)

Contractor Address: 2201 Francisco Drive, Ste. 140-261

El Dorado Hills, Ca. 95762

Phone: (916) 361-0555

Email: paula@nal.com

☒ Print Name: Paula Lee

☒ Title: Executive Director

☒ Authorized Signature: Paula Lee

District Acceptance: Ryan DiGiulio, Assistant Superintendent of Business Services

Date: _____
Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

Michael J. Lee
Tony M. De Arcos

Name(s) of employee(s):

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

X Dated: May 23, 2016

NAL, Inc. (Company)

X Paula Lee (Authorized Signature)

X Paula Lee (Print Name)

X Executive Director (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

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

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

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

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

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

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



Marysville Joint Unified School District

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

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

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

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

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

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section Revised 05-17-2016

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED June 29, 2016 (Insert
date after Board approval date or ratification date) consisting of
Article 1 through Article 21



Marysville Joint Unified School District

ATTACHMENT C

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

Labor Code section 3700 in relevant part provides:

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

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

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

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

X Paula Lee

Signature, Contractor's Authorized Representative

X Paula Lee

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT D

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: 8171 - LHS GYM Monitoring, Sampling and Reporting between the Marysville Joint Unified School District ("District" or "Owner") and National Analytical Laboratories, Inc. ("Contractor" or "Bidder").

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

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

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

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

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

☒ Name: Paula Lee

☒ Title: Executive Director

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

X

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

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

X

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

Other, describe:

DISTRICT

Signature:

Title:

Date: 05/23/2016

Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: 8171 - LHS GYM Monitoring, Sampling and Reporting
between Marysville Joint Unified School District (the "District" or the "Owner") and
NAL, Inc. (the "Contractor" or the "Bidder").

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

Date:

05/23/2016

X Proper Name of Contractor: National Analytical Laboratories, Inc.

X Signature: Paula Lee

X Print Name: PanLa Lee

X Title: Executive Director

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT F

PROOF OF CONTRACTOR ANNUAL REGISTRATION WITH DIR

INSERT OR ATTACH HERE



Marysville Joint Unified School District

ATTACHMENT G onfile

WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

YEAR 20		Withholding Exemption Certificate		CALIFORNIA FORM 590	
(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18682. This form cannot be used for exemption from wage withholding.)					
File this form with your withholding agent. (Please type or print)			Withholding agent's name		
Vendor/Payee's name			Vendor/Payee's <input type="checkbox"/> Social security number <input type="checkbox"/> SSS no. <input type="checkbox"/> California corp. no. <input type="checkbox"/> FEIN		Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street)			APT. no.	Private Mailbox no.	
City			State	ZIP Code	Vendor/Payee's daytime telephone no. ()

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

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

CERTIFICATE: Please complete and sign below.

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

Vendor/Payee's name and title (type or print) _____

Vendor/Payee's signature ► _____

Date _____

224



Marysville Joint Unified School District

ATTACHMENT H

W-9 FORM

on file

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶				

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Codes to account transferred outside the U.S.)

5 Address (number, street, and apt. or suite no.) _____

6 City, state, and ZIP code _____

7 List account number(s) here (optional) _____

Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Marysville Joint Unified School District

ATTACHMENT I

CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

**Attach two (2) pages at minimum naming Marysville Joint Unified School District
as Additional Insured**

(Remainder of page left blank intentionally)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
5/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU INS SERV - BC ENV BROKERAGE 1037 Suncast Ln Ste 103 El Dorado Hills, CA 95762	CONTACT NAME: KELLY LAZARO	
	PHONE (A/C No. Ext): (916) 939-1080 FAX (A/C No.): (916) 939-1085	
INSURED NATIONAL ANALYTICAL LABORATORIES, INC. 10416 INVESTMENT CIRCLE RANCHO CORDOVA, CA 95670	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ADMIRAL INSURANCE COMPANY	24856
	INSURER B: UNITED FINANCIAL CAS. CO.	11770
	INSURER C: STATE COMPENSATION INS.FUND	35076
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			FEI-ECC-16188-02	06/26/15	06/26/16	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	<input checked="" type="checkbox"/> CONT. POLLUTION		MED EXP (Any one person) \$ 5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PERSONAL & ADV INJURY \$ 1,000,000				
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			05738154-9	05/29/16	05/29/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1972346-15	07/01/15	07/01/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	E.I. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E.I. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.I. DISEASE - POLICY LIMIT \$ 1,000,000				
A	PROFESSIONAL LIAB. CLAIMS MADE			FEI-ECC-16188-02 RETRO: 6/26/92	06/26/15	06/26/16	\$1,000,000 OCCURRENCE \$2,000,000 AGGREGATE

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

RE: ALL OPERATIONS

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT IS INCLUDED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER	CANCELLATION
MARYSVILLE JOINT USD 1919 B STREET MARYSVILLE, CA 95901 ATTN: CYNTHIA JENSEN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
227	AUTHORIZED REPRESENTATIVE <i>Matthew C Walker</i>

© 1988-2014 ACORD CORPORATION. All rights reserved.



National Analytical Laboratories, Inc.
Endorsement Number: 5

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 6/26/2015 attaches to and forms a part of Policy Number FEI-ECC-16188-02. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.

228



Automatic Waiver of Subrogation Endorsement

This endorsement, effective 6/26/2015 attaches to and forms a part of Policy Number FEI-ECC-16188-02. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.



Automatic Primary and Non-Contributory Insurance Endorsement Designated Work Or Project(s)

This endorsement, effective 6/26/2015 attaches to and forms a part of Policy Number FEI-ECC-16188-02. This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.



Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 6/26/2015 attaches to and forms a part of Policy Number FEI-ECC-16188-02. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

231

**N.A.L.**

Attachment "J"

Estimate

2201 Francisco Dr., Ste. 140-261
El Dorado Hills, CA 95762

Phone: (916) 361-0555
Fax: (916) 361-0540

Date	Estimate #
5/20/2016	3515

Name / Address
MJUSD Facilities Department 1919 B Street Marysville, CA 95901 ATTN: Cynthia Jensen

Project Location
Lindhurst High School Gym 4446 Olive Avenue Olivehurst, CA 95961

			Terms	
			15 days	
	Description	Qty	Rate	Estimated Cost
	On Site Asbestos & Lead Air Monitoring, Daily Samples, Daily Logs and Reports - Daily Rate (8 hours)	10	675.00	6,750.00
	Asbestos & Lead Visual and Air Clearance, includes Samples, and Report -	1	375.00	375.00
DIR #: 1000003964				
Thank you for your business.			Estimated Cost	\$7,125.00

This estimate is our evaluation of information provided and does not include any unforeseen sampling/testing that may be required. Estimate is valid for 30 days from the above date. Upon signing this estimate you are accepting all terms and conditions here within. Sign and fax/email back to N.A.L., Inc. to schedule your service. We appreciate your business.

Authorized Signature: _____

Date: _____

233

Includes Purchase Orders dated 05/01/2016 - 05/31/2016

Board Meeting Date June 28, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P16-03446	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	M.I.S. Supplies	01-4300-1100	400.00
P16-03447	PIAZZ PARTY RENTAL	Grad supplies for I.S.	01-4300-1100	800.00
Total Location				1,200.00
Location Accounting/Payroll (103)				
P16-03640	Christy White Associates	AUDIT MEASURE P 2015-2016	01-5840-0000	3,000.00
P16-03641	Christy White Associates	2015-2016 AUDIT PROGRESS BILL	01-5840-0000	37,375.00
Total Location				40,375.00
Location Arboga Elementary (01)				
P16-03456	AMAZON.COM	Kinder Garden Set/KINDER	01-4300-0003	85.89
P16-03463	AMAZON.COM	Supplies/PRESTON	01-4300-0003	88.58
P16-03464	AMAZON.COM	Supplies/1st Grade/PRESTON	01-4300-0003	34.38
P16-03468	PEAP-ACA Orders	6th Grade AWARDS	01-4300-1100	305.25
P16-03479	ADVANCED DOCUMENT CONCEPTS	ARB Copier Rental/Maint 15-16 SY	01-5621-1100	1,000.00
			01-5630-0003	322.50
P16-03480	ADVANCED DOCUMENT CONCEPTS	ARB Copier Rental/Maint 15-16 SY	01-5621-1100	400.00
			01-5630-0003	182.75
P16-03513	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Supplies/HARLOW	01-4300-0003	320.89
P16-03647	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Supplies/Hileman-Preston	01-4300-0003	641.78
P16-03648	STEMfinity, LLC	PRESTON	01-4300-3010	4,895.05
P16-03649	STEMfinity, LLC	PRESTON	01-4300-0003	5,580.08
P16-03686	AMAZON.COM	Classroom Supplies/RAMIREZ	01-4300-0003	44.94
P16-03687	REALLY GOOD STUFF	Classroom Supplies/PHA	01-4300-0003	437.03
P16-03689	AMAZON.COM	Supplies/OFFICE	01-4300-1100	22.58
P16-03698	AMAZON.COM	Chrombook Screens	01-4300-0003	274.02
P16-03753	TROXELL COMMUNICATIONS INC	Arboga Chrombook Box	01-4300-0003	1,599.60
P16-03776	AMAZON.COM	Classroom Supplies/PRESTON	01-4300-0003	1,756.77
P16-03778	AMAZON.COM	Classroom Supplies/XIONG	01-4300-0003	42.94
Total Location				18,035.03
Location Browns Valley Elementary (03)				
P16-03583	AMAZON.COM	Sweeney	01-4300-1100	39.11

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), May 31 2016

5:03PM

ESCAPE

ONLINE

Page 1 of 20

234

Includes Purchase Orders dated 05/01/2016 - 05/31/2016

Board Meeting Date June 28, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Browns Valley Elementary (03) (continued)				
P16-03621	PELTON'S PARTY	Peltons	01-4300-1100	100.00
P16-03634	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Domingo	01-4300-3010	471.65
P16-03637	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Norby	01-4300-3010	316.02
P16-03638	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	kistler	01-4300-3010	220.35
Total Location				1,147.13

Location Categorical (203)

P16-03715	PORTABLE FACILITIES LEASING	Wall Panels	01-4300-6387	3,500.00
-----------	-----------------------------	-------------	--------------	----------

Location Cedar Lane Elementary (05)

P16-03462	JEST IN TIME EDUCATIONAL PROG	Monica	01-5801-1100	620.00
-----------	-------------------------------	--------	--------------	--------

Location Charter Academy For Fine Arts (42)

P16-03539	MYERS-STEVENSON & CO INC	Insurance Coverage	09-5890-0000	35.00
P16-03549	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	57.75
P16-03550	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	126.00
P16-03646	JOSTENS INC AWARDS DIVISION	Yearbook	09-4300-9010	1,273.51
P16-03656	DALE R. FOX	Piano Tuning	09-5801-0000	300.00
P16-03657	WAL-MART COMMUNITY BRC	Supplies - Office	09-4300-0000	800.00
P16-03707	KING CLOTHING	Supplies - Choir	09-4300-9010	558.87
P16-03719	Classroom Library Company c/o Sarah Gross	Supplies - AP Reading	09-4300-1100	488.16
P16-03758	Vanda King's Piano Showcase	Supplies - Auditorium	09-4410-0000	638.63
P16-03775	Houghton Mifflin Harcourt	Supplies - Math	09-4100-0004	859.68
P16-03795	TWIN CITY TROPHIES	Supplies - Awards Night	09-4300-0000	290.25
P16-03799	Herff Jones of Northern CA	Supplies - Graduation	09-4300-0000	864.30
P16-03800	Herff Jones of Northern CA	Supplies - Graduation	09-4300-0000	152.75
P16-03801	Herff Jones of Northern CA	Graduation Supplies	01-5630-0000	1,184.65
Total Location				7,609.55

Location Child Development (51)

P16-03515	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Preschool Rm A Griselda Madrid	12-4300-6105	64.49
P16-03516	KAPLAN SCHOOL SUPPLY	Covillaud Pre Supplies Rm A Griselda	12-4300-6105	46.49
P16-03520	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Linda Preschool Supplies Linda Duenas Room302	12-4300-6105	676.04

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), May 31 2016

5:03PM

ESCAPE

ONLINE

Page 2 of 20

235

ReqPay11h

Board Report with Fund-Object-Resource by
Location

Includes Purchase Orders dated 05/01/2016 - 05/31/2016

Board Meeting Date June 28, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51) (continued)				
P16-03536	HASTIE'S CAPITOL SAND & GRAVEL	Kathy Woods	12-4300-6105	367.66
P16-03537	DISCOUNT SCHOOL SUPPLY	Covillaud Pre Supplies Griselda Madrid	12-4300-6105	46.30
P16-03540	AMAZON.COM	Olivehurst Preschool Supplies- Rm B Maria J	12-4300-6105	106.33
P16-03548	APPLE COMPUTER INC	Child Dev. iPad Minis	12-4410-6105	13,759.35
P16-03553	UNION LUMBER COMPANY	Kathy woods Conex Boxes	12-4300-6105	74.83
P16-03558	YOUTH DEVELOPMENT NETWORK	YDN Sessions	12-5801-6105	1,250.00
P16-03592	AMAZON.COM	District Child Dev. Office Preschool Supplies	12-4300-6105	1,797.62
P16-03610	CDW-G COMPUTER CENTER	Child Dev Aruba Access Points	12-4410-6105	6,884.30
P16-03622	TEC-COM	ARB Preschool New AV System	12-4300-6105	285.00
		12-5801-6105	12-5801-6105	4,150.00
P16-03639	ABRAMS & COMPANY PUBLISHERS,	Chi.DevSupplies	12-4300-6105	3,851.65
P16-03676	ULINE.COM	KW shrink wrap for warehouse	12-4300-6105	93.18
P16-03709	DISCOUNT SCHOOL SUPPLY	Ella Preschool Supplies	12-4300-6105	797.73
P16-03710	HATCH COMPANY	Covillaud Pre Supplies Griselda M Rm A	12-4300-6105	229.08
P16-03711	KAPLAN SCHOOL SUPPLY	Arboga Preschool Supplies- Rm A Autumn Ferguson	12-4300-6105	403.64
P16-03712	KAPLAN SCHOOL SUPPLY	Arboga Preschool Supplies- Rm B Jeanette	12-4300-6105	403.82
P16-03720	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Pre Supplies Griselda Rm A	12-4300-6105	915.17
P16-03721	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Arboga Preschool Supplies- Rm B Jeanette	12-4300-6105	632.92
P16-03722	KAPLAN SCHOOL SUPPLY	Covillaud Pre Supplies Griselda Rm A	12-4300-6105	384.04
P16-03726	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Linda Preschool Supplies- Rm 302 Isabel Martinez	12-4300-6105	1,572.31
P16-03727	KAPLAN SCHOOL SUPPLY	Linda Preschool Supplies- Rm 302 Isabel Martinez	12-4300-6105	697.70
P16-03728	AMAZON.COM	Books for Covillaud	12-4300-6105	316.13
P16-03729	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Arboga Preschool Supplies Rm. A Autumn Ferguson	12-4300-6105	730.28
P16-03730	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Arboga Preschool Supplies- Rm B Jeanette	12-4300-6105	945.61
P16-03771	MOBILE MODULAR	Kathy Woods	12-4410-6105	18,050.00
P16-03777	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kynoch Pre supplies Carmen Mota	12-4300-6105	1,797.59
P16-03779	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Linda Pre Supplies Linda Duenas	12-4300-6105	476.20
P16-03780	KAPLAN SCHOOL SUPPLY	Cedar Lane Pre Supplies Dao Scott	12-4300-6105	183.69
P16-03781	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Cedar Lane Pre Supplies Dao Scott	12-4300-6105	778.12

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), May 31 2016

5:03PM

ESCAPE

ONLINE

Page 3 of 20

236

Includes Purchase Orders dated 05/01/2016 - 05/31/2016

Board Meeting Date June 28, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51) (continued)				
P16-03784	CM SCHOOL SUPPLY COMPANY	Olivehurst Pre Supplies Heidi Oliver Rm C	12-4300-6105	183.69
P16-03785	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kynoch Preschool Supplies- Mary Sarringer	12-4300-6105	840.40
P16-03786	KAPLAN SCHOOL SUPPLY	Linda PreK Supplies- Belle and Bernie Room 303	12-4300-6105	1,077.82
P16-03787	CONSTRUCTIVE PLAYTHINGS/ U.S. TOY COMPANY	Linda Preschool Supplies- Belle and Bernie Rm 303	12-4300-6105	699.23
P16-03789	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	EMCC Supplies Carmen Garcia	12-4300-9010	940.32
P16-03790	AMAZON.COM	EMCC Supplies Carmen Garcia	12-4300-9010	131.11
P16-03791	SCHOOL SPECIALTY	EMCC Supplies Carmen Garcia	12-4300-9010	821.92
P16-03792	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Olivehurst Preschool Supplies Rm C Heidi Oliver	12-4300-6105	1,206.39
P16-03793	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Olivehurst Pre Supplies Rm C Heidi Oliver	12-4410-6105	1,115.85
P16-03796	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Yuba Feather Preschool Supplies-Rhonda	12-4300-6105	464.91
P16-03804	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Preschool Supplies- Rm C Jackie Midthun	12-4300-6105	331.05
Total Location				70,579.96
Location Community Day School (54)				
P16-03441	OLIVER WORLDCLASS LABS	Smartboard	01-4410-3010	1,775.43
P16-03442	CDW-G COMPUTER CENTER	Laptops	01-4410-3010	3,769.08
P16-03443	CDW-G COMPUTER CENTER	Classroom Computer, 2 Monitors	01-4410-0003	999.07
P16-03444	HP Inc. Attn: Public Sector Sales	Computer	01-4410-0003	1,037.38
P16-03506	CDW-G COMPUTER CENTER	Laptops	01-4410-0003	942.27
Total Location				8,523.23
Location Cordua Elementary (07)				
P16-03545	REALLY GOOD STUFF	CORDUA TITLE 1	01-4300-3010	415.77
P16-03547	Scholastic Reading Club	Classroom Books	01-4300-3010	164.27
P16-03556	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	CORDUA - TITLE 1	01-4300-3010	1,218.93
P16-03585	CLASSROOM DIRECT COM ORDER ENTRY	CORDUA - TITLE 1	01-4300-3010	230.63
P16-03586	LAKESHORE LEARNING MATERIALS	CORDUA TITLE 1	01-4300-3010	1,381.11
P16-03588	DICK BLICK COMPANY	CORDUA TITLE 1	01-4300-3010	11.56
P16-03591	NATIONAL GEOGRAPHIC YOUNG EXPLORER	CORDUA TITLE 1	01-4300-3010	106.43
P16-03616	NASCO	CORDUA - TITLE 1	01-4300-3010	277.90
P16-03623	DISNEY EDUCATIONAL PRODUCTIONS	Bill Nye Videos	01-4300-3010	197.15
P16-03626	DISCOUNT SCHOOL SUPPLY	CORDUA -DONATION	01-4300-9010	171.95

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), May 31 2016

5:03PM

ESCAPE

ONLINE

Page 4 of 20

Includes Purchase Orders dated 05/01/2016 - 05/31/2016

Board Meeting Date June 28, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Cordua Elementary (07) (continued)				
P16-03627	STUDIES WEEKLY, INC	CORDUA - TITLE 1	01-4300-3010	866.92
P16-03628	SCHOOL SPECIALTY ORDER ENTRY	CORDUA - LOTTERY	01-4300-1100	19.54
P16-03629	ACE EDUCATIONAL SUPPLIES	CORDUA - TITLE 1	01-4300-3010	271.00
P16-03630	LAKESHORE LEARNING MATERIALS	CORDUA TITLE 1	01-4300-3010	891.01
P16-03631	Trophy Depot	CORDUA SCHOOL	01-4300-0004	317.66
P16-03633	Jones School Supply Co., Inc.	CORDUA	01-4300-0004	863.50
Total Location				7,405.33

Location Covillaud Elementary (09)				
P16-03467	OFFICE DEPOT B S D	COV Admin supplies	01-4300-1100	47.86
P16-03557	TRIARCO ARTS & CRAFTS, LLC	COV - Mini-grant purchase	01-4300-9010	494.46
P16-03570	GOPHER SPORT	COV - Mini-Grant purchase	01-4300-9010	765.06
Total Location				1,307.38

Location Custodial Supervisor (206)				
P16-03268	Niifisk, Inc.	Auto Floor Scrubber (Ella)	01-4410-0000	3,540.19
P16-03664	HILLYARD - SACRAMENTO	Lindhurst High Gym	01-4320-0000	2,246.55
P16-03665	HILLYARD - SACRAMENTO	Marysville High Gym	01-4320-0000	2,478.47
P16-03666	HILLYARD - SACRAMENTO	McKenney Gym	01-4320-0000	1,623.83
P16-03667	HILLYARD - SACRAMENTO	Yuba Gardens Gym	01-4320-0000	1,623.83
P16-03668	HILLYARD - SACRAMENTO	Edgewater Gym	01-4320-0000	1,294.39
P16-03714	J.C. NELSON SUPPLY COMPANY	Custodial	01-4410-0000	2,094.10
Total Location				14,901.36

Location Dobbins Elementary (11)				
P16-03576	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0003	500.00

Location Edgewater Elementary (12)				
P16-03507	GOVCONNECTION, INC.	Additional Memory for Laptops	01-4300-1100	372.11
P16-03509	WAL-MART COMMUNITY BRC	SPED supplies	01-4300-6500	90.00
P16-03519	OFFICE DEPOT B S D	EDG	01-4300-3010	334.94
P16-03521	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	EDG Marshall/Soto/Dueñas	01-4300-0003	1,583.20
P16-03531	DEMCO	EDG Library	01-4300-1100	82.13

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), May 31 2016

5:03PM

ESCAPE

ONLINE

Page 5 of 20

Includes Purchase Orders dated 05/01/2016 - 05/31/2016

Board Meeting Date June 28, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Edgewater Elementary (12) (continued)				
P16-03538	AMAZON.COM	EDG	01-4300-1100	90.18
P16-03542	AMAZON.COM	EDG Wellman/Marshall	01-4300-0003	827.06
P16-03543	SCHOLASTIC LIBRARY PUBLISHING	EDG - 4TH GRADE	01-4200-0003	1,765.91
P16-03559	REALLY GOOD STUFF	EDG - FOURTH GRADE	01-4300-0003	345.55
P16-03577	OFFICE DEPOT B S D	EDG - McCall	01-4300-0003	194.89
P16-03579	KAPLAN SCHOOL SUPPLY	EDG - SOTO	01-4300-0003	257.19
P16-03643	STUDIES WEEKLY, INC	EDG - FOURTH GRADE	01-4300-0003	503.37
P16-03644	AMAZON.COM	EDG - McCall	01-4300-0003	108.44
P16-03645	THE BOOKSOURCE, INC.	EDG - HANKENSON	01-4200-0003	312.23
P16-03704	OFFICE DEPOT B S D	EDG - Conference Room	01-4300-1100	299.93
P16-03748	AMAZON.COM	EDG - First Grade	01-4300-0003	236.54
P16-03749	AMAZON.COM	EDG	01-4200-0003	638.55
P16-03782	NWN CORPORATION	Samsung Toner for ML4020 printer	01-4300-0003	730.95
P16-03783	APPLE COMPUTER INC	Edgewater Volume Credits	01-4300-0003	500.00
P16-03805	MYERS-STEVENSON & CO INC	EDG - Shady Creek	01-5890-9010	428.75
P16-03806	SUTTER COUNTY SCHOOLS	EDG 6th Grade	01-5890-9010	350.00
Total Location				10,051.92
Location Ella Elementary (13)				
P16-03422	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	supplies	01-4300-0003	93.48
P16-03499	CDW-G COMPUTER CENTER	Laptops	01-4410-0003	9,115.84
			01-4410-0004	5,960.49
P16-03510	Teacher Synergy, Inc. Purchase Order Dept.	supplies	01-4300-0003	45.14
P16-03518	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	supplies	01-4300-0003	896.03
P16-03578	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	supplies	01-4300-0003	241.81
P16-03580	SEAT SACK, INC.	supplies	01-4300-0003	210.33
P16-03581	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	supplies	01-4300-0003	53.73
P16-03680	OFFICE DEPOT B S D	laptop riser & headset	01-4300-1100	943.77
P16-03693	WORTHINGTON DIRECT, INC	chairs	01-4300-1100	521.42
Total Location				18,082.04
Location Facilities (66)				

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), May 31 2016

5:03PM

ESCAPE

ONLINE

Page 6 of 20

239

Includes Purchase Orders dated 05/01/2016 - 05/31/2016

Board Meeting Date June 28, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Facilities (66)				
P16-02184	RAINFORTH, GRAU ARCHITECTS	8151/8171: LHS HVAC Replacement	14-5890-0000	4,775.00
			14-6220-0000	29,500.00
P16-03469	OFFICE DEPOT B S D	Facilities Department	01-4300-0000	2,500.00
P16-03523	DEPARTMENT OF EDUCATION ACCOUNTING OFFICE	8084: East Linda Middle School- plan and spec fee	23-6223-9010	5,390.00
P16-03593	Utility Management Services	Energy Management Services	01-5801-0004	11,260.00
P16-03706	CDW-G COMPUTER CENTER	Printer	01-4410-0000	1,644.75
P16-03733	COPY CITY/BLUEPRINTS & MORE	8129- Arboga	01-5890-0010	4.30
P16-03765	APPEAL DEMOCRAT	Public Notice-Developer fees	01-5890-0000	528.36
P16-03794	Kirk S. Brainerd - Architect	DSA Legacy Close-out Project	01-5801-0000	6,000.00
Total Location				61,602.41
Location Foothill Intermediate (35)				
P16-03448	PERMA BOUND	Library	01-4200-0003	5,002.36
P16-03620	AMAZON.COM	Library	01-4300-1100	95.61
P16-03635	Engineering is Elementary Museum of Science	FHS	01-4300-6500	80.77
P16-03636	AMAZON.COM	fhs	01-4300-6500	90.09
P16-03688	Engineering is Elementary Museum of Science	Streng	01-4300-0004	.77
			01-4300-6500	80.00
P16-03690	AMAZON.COM	Streng	01-4300-0004	16.10
P16-03705	GOVCONNECTION, INC.	ELPLP60 Lamp	01-4300-0003	125.54
P16-03744	GOPHER SPORT	VanDyke	01-4300-0000	352.11
			01-4300-0004	2,400.41
Total Location				8,243.76
Location Grounds (65)				
P16-03482	Big T's Trees	GROUNDS	01-5801-0000	985.00
Location Indian Education (108)				
P16-03402	PELTON'S PARTY	Native Peoples History Day	01-5630-9010	441.68
P16-03524	Marysville Farmers Marketplace	Native Peoples History Day	01-4300-4510	565.00
P16-03560	FRANCIS L. DEAN & ASSOCIATES	Yuba-Sutter Pow Wow, JUNE 4-5 2016	01-5890-4510	766.00

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

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), May 31 2016

5:03PM

ESCAPE

ONLINE

Page 7 of 20

240

Includes Purchase Orders dated 05/01/2016 - 05/31/2016

Board Meeting Date June 28, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Indian Education (108) (continued)				
P16-03561	BEN TOILET RENTALS	event port-a-potties	01-5630-4510	538.00
			01-5630-9010	508.48
P16-03678	EUGENE NEWMAN	35th Yuba-Sutter Pow Wow Arena Director	01-5801-4510	756.00
P16-03679	VAL SHADOWHAWK	35th Yuba-Sutter Pow Wow	01-5801-4510	800.00
P16-03683	Shonnie Bear	35th Yuba-Sutter Pow Wow	01-5801-4510	490.00
P16-03684	Carlisle F Phillips	35th Yuba-Sutter Pow Wow	01-5801-4510	1,420.00
P16-03685	Daniel Perry	35th Annual Yuba-Sutter Pow Wow	01-5801-4510	300.00
P16-03746	Yuba Sutter Pow Wow	native consultants	01-5801-4510	150.00
P16-03768	Karen Borja	35th Yuba-Sutter Pow Wow	01-5801-4510	500.00
P16-03769	Miyo One Arrow	35th Yuba-Sutter Pow Wow	01-5801-4510	500.00
P16-03770	Brianna Reyes	35th Yuba-Sutter Pow Wow	01-5801-4510	300.00
Total Location				8,035.16
Location Instruction (IMC) (110)				
P16-03389	EDUCATIONAL TESTING SERVICE STAR TECHNICAL ASSISTANCE	Testing Materials CAASP	01-5801-0000	2,156.00
P16-03440	MCGRW-HILL SCHOOL EDUCATION	K-6 Wonders 8-Year Adoption ARB	01-4100-6300	105,206.22
P16-03449	MCGRW-HILL SCHOOL EDUCATION	K-6 Wonders 8-Year Adoption CLE	01-4100-0004	106,589.50
P16-03450	MCGRW-HILL SCHOOL EDUCATION	K-6 Wonders 8-Year Adoption EDG	01-4100-0004	100,112.27
P16-03451	MCGRW-HILL SCHOOL EDUCATION	K-6 Wonders 8-Year Adoption OLV	01-4100-6300	110,739.23
P16-03452	MCGRW-HILL SCHOOL EDUCATION	K-6 Wonders 8-Year Adoption ELA	01-4100-0004	116,355.76
P16-03453	MCGRW-HILL SCHOOL EDUCATION	K-6 Wonders 8-Year Adoption LIN	01-4100-0004	137,166.47
P16-03454	MCGRW-HILL SCHOOL EDUCATION	K-6 Wonders 8-Year Adoption COV	01-4100-0004	104,588.69
P16-03455	MCGRW-HILL SCHOOL EDUCATION	K-6 Wonders 8-Year Adoption KYN	01-4100-0004	132,608.31
P16-03494	LOS ANGELES CO OFFICE OF ED ATTN: SCHOOL EMPLOYERS AT VPSS Wood, Rodriguez Tier I		01-5801-4035	800.00
P16-03546	Illuminate Education, Inc.	Illuminate PD June 2016	01-5801-4035	3,000.00
P16-03562	MCGRW-HILL SCHOOL EDUCATION	K-6 RSP WonderWorks DO	01-4100-0004	1,000.00
			01-4100-6300	240,754.74
P16-03601	WAL-MART COMMUNITY BRC	Migrant Ed PAC Walmart Open PO	01-4300-0000	74.00
P16-03651	MCGRW-HILL SCHOOL EDUCATION	McGraw-Hill Technology Integration	01-5801-6300	8,062.50
P16-03653	Teacher Synergy, Inc. Purchase Order Dept.	C. Xiong	01-4300-0000	22.50
P16-03654	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	Lakeshore Learning Alex Johnson	01-4300-0000	155.90

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), May 31 2016
5:03PM

ESCAPE

ONLINE

Page 8 of 20

241

Includes Purchase Orders dated 05/01/2016 - 05/31/2016

Board Meeting Date June 28, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Instruction (IMC) (110) (continued)				
P16-03674	MCGRAW-HILL SCHOOL EDUCATION	SDC FLEX for All Schools	01-4100-6300	91,189.46
P16-03694	AMAZON.COM	Migrant Ed Summer School Supplies	01-4300-0000	185.85
P16-03695	Social Studies School Service	Interact Robert Brown	01-4300-0000	190.97
Total Location				1,260,958.37
Location Johnson Park Elementary (15)				
P16-03340	AMAZON.COM	Kindle Fire Kids Edition	01-4300-0003	5,667.53
P16-03496	CDW-G COMPUTER CENTER	JPE Chromebooks and Laptops	01-4300-3010	10,680.30
			01-4410-3010	1,884.84
P16-03497	CDW-G COMPUTER CENTER	JPE Laptop and Projector	01-4300-0003	494.50
			01-4410-0003	942.27
P16-03498	TROXELL COMMUNICATIONS INC	JPE Elmo	01-4410-0003	1,208.30
P16-03502	ABC SCHOOL EQUIPMENT	JPE Stage Curtains	01-4410-1100	3,259.58
P16-03675	THE TREE HOUSE	Johnson Park Ink	01-4300-3010	602.00
Total Location				24,739.32
Location Kynoch Elementary (17)				
P16-03240	CROWN AWARDS	Awards	01-4300-0004	198.11
P16-03459	AMAZON.COM	Classroom supplies	01-4300-9010	142.74
P16-03460	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-9010	23.63
P16-03461	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom supplies	01-4300-0003	16.11
P16-03511	CDW-G COMPUTER CENTER	Student Computers	01-4410-0003	5,204.77
P16-03525	AMAZON.COM	Teaching Resource Books	01-4300-3010	694.28
P16-03526	AMAZON.COM	Teaching resource books	01-4300-0003	957.83
P16-03527	Jones School Supply Co., Inc.	Awards for Science	01-4300-9010	62.56
P16-03572	SCHOLASTIC LIBRARY PUBLISHING	Classroom supplies	01-4300-1100	5,730.83
P16-03574	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom supply	01-4300-0004	428.93
P16-03575	NWN CORPORATION	Samsung Toner for ML3712nd printer	01-4300-1100	268.75
P16-03608	Jones School Supply Co., Inc.	Medals for Graduation	01-4300-9010	32.04
P16-03670	EMPIRE MINE STATE HISTORIC PARK	FIELD TRIP TO EMPIRE MINE 3/8/16	01-5890-9010	256.00
P16-03723	MYERS-STEVENS & CO INC	Walking fieldtrip	01-5890-9010	43.75
P16-03731	KING CLOTHING	T-shirts for the end of the year.	01-4300-9010	116.10

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), May 31 2016

5:03PM

ESCAPE

ONLINE

Page 9 of 20

242

ReqPay11h

Board Report with Fund-Object-Resource by
Location

Includes Purchase Orders dated 05/01/2016 - 05/31/2016

Board Meeting Date June 28, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Kynoch Elementary (17) (continued)				
P16-03732	KING CLOTHING	CLASSROOM INCENTIVES	01-4300-9010	214.51
Total Location				14,390.94
Location Linda Elementary (19)				
P16-03458	MYERS-STEVENSON & CO INC	short term insurance 3rd grade 5-6-16	01-5890-9010	148.75
P16-03512	AssetGenie, Inc., dba AG iRepair	iPad Screen Repair	01-5641-0004	89.00
P16-03682	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	classroom materials	01-4300-0003	153.66
Total Location				391.41
Location Lindhurst High (43)				
P16-03500	ABC SCHOOL EQUIPMENT	LHS Gym Curtains	01-4410-0004	3,266.25
P16-03587	BIG TRAY	LHS Culinary Classroom machines	01-4410-6387	15,111.54
P16-03589	AMAZON.COM	Classroom Supplies	01-4300-0003	537.06
P16-03607	OFFICE DEPOT B S D	LHS Projector Install Items	01-4300-0003	239.83
P16-03609	TROXELL COMMUNICATIONS INC	LHS Projector Install Items	01-4300-0003	1,889.33
P16-03611	AMAZON.COM	Ice Maker	01-4410-0003	1,684.53
P16-03614	TROXELL COMMUNICATIONS INC	Supplies/Lens Adapter	01-4300-0003	59.13
P16-03615	FOLLETT SOFTWARE CO	Library Barcodes	01-4300-9010	163.10
P16-03619	SYSCO FS OF SACRAMENTO INC.	LHS CULINARY ARTS	01-4300-6387	14,001.74
			01-4410-6387	9,843.97
P16-03632	CAROLINA BIOLOGICAL SUPPLY CO	Classroom Supplies/Hutchinson	01-4300-3010	35.96
P16-03650	TUTTO BELLA / MANUFACTURER OF GRADUATE STOLLES, HOOD'S TOLE		01-4300-9010	27.52
P16-03708	MJB WELDING SUPPLY	Classroom Supplies/Rogers	01-4300-0004	8.48
P16-03750	B & H PHOTO	Classroom Supplies/Spangler	01-4410-0003	1,956.50
P16-03756	GERLINGER STEEL	Classroom Supplies	01-4300-0004	231.34
P16-03757	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0004	340.72
P16-03797	MARYSVILLE PLUMBING	LHS MEDIA	01-4300-6387	86.12
P16-03798	MARYSVILLE PLUMBING	LHS MEDIA ROOM	01-4300-6387	38.66
P16-03802	CONSOLIDATED ELECTRICAL	LHS MEDIA	01-4300-6387	402.44
P16-03803	CONSOLIDATED ELECTRICAL	LHS MEDIA ROOM	01-4300-6387	651.02
P16-03813	CAPITAL SHEET METAL	LHS Culinary Room	01-6500-6387	87,733.00
Total Location				138,308.24

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), May 31 2016

5:03PM

ESCAPE

ONLINE

Page 10 of 20

243

Includes Purchase Orders dated 05/01/2016 - 05/31/2016

Board Meeting Date June 28, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Loma Rica Elementary (21)				
P16-03465	AMAZON.COM	AR Books	01-4200-0003	273.59
P16-03466	AMAZON.COM	Library Books	01-4200-9010	43.91
P16-03544	AMAZON.COM	Custodial Supplies	01-4320-0000	148.73
P16-03606	LOOKOUT BOOKS	Library Books	01-4200-9010	924.39
P16-03617	MYERS-STEVENSON & CO INC	Field trip ins Walking with the Wood Ducks	01-5890-9010	101.50
P16-03663	SCHOOL SPECIALTY	Benches	01-4300-0000	785.69
			01-4300-1100	392.85
P16-03699	MYERS-STEVENSON & CO INC	Field trip ins Marysville Stampede Rodeo	01-5890-9010	145.25
Total Location				2,815.91
Location Maintenance (63)				
P16-03476	Decker Equipment/School Fix	MAINTENANCE/COVILLAUD/DT	01-4300-8150	62.24
P16-03477	KELCO FASTENERS & TOOL REPAIR	MAINTENANCE/STOCK	01-4300-8150	365.23
P16-03478	LENNOX INDUSTRIES, INC.	MAINTENANCE/YUBA GARDENS	01-4300-8150	1,359.21
P16-03481	GRAINGER	MAINTENANCE/BROWNS VALLEY	01-4300-8150	306.31
P16-03483	NSP3	MAINTENANCE/CORDUA DT	01-4300-8150	135.73
P16-03484	TWIN CITIES EQUIPMENT RENTAL	MAINTENANCE/MHS POOL	01-4300-8150	131.13
P16-03485	REFRIGERATION SOLUTIONS, INC.	MAINTENANCE/STOCK	01-4300-8150	216.72
P16-03598	KELCO FASTENERS & TOOL REPAIR	MAINTENANCE	01-4300-8150	25.92
P16-03599	VOLTAGE SPECIALISTS	MAINTENANCE/LHS	01-5801-8150	340.00
P16-03713	ALPHA CERAMIC SUPPLIES, INC.	MAINTENANCE/LHS KILN	01-4300-8150	962.03
P16-03759	Nelson Mfg. Co., Inc.	MAINTENANCE/DO GATES	01-4300-8150	645.00
P16-03760	THE HOSE SHOP	MAINTENANCE/PUMP HOUSE	01-4300-8150	31.69
P16-03761	L & H AIRCO	MAINTENANCE	01-4300-8150	338.79
P16-03762	J.W. WOOD COMPANY, INC	MAINTENANCE	01-4300-8150	75.25
P16-03763	YUBA CITY SCRAP & STEEL	MAINTENANCE	01-4300-8150	355.88
P16-03764	KELCO FASTENERS & TOOL REPAIR	MAINTENANCE	01-4300-8150	329.61
P16-03766	VERIZON WIRELESS	Samsung Convo 3 (New Line) Thomas Hinojosa	01-4300-8150	11.25
P16-03774	AMAZON.COM	Car Chargers	01-4300-8150	85.56
Total Location				5,777.55
Location Marysville High (45)				

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), May 31 2016

5:03PM

ESCAPE

ONLINE

Page 11 of 20

Includes Purchase Orders dated 05/01/2016 - 05/31/2016

Board Meeting Date June 28, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45)				
P16-02777	SUTTER ORCHARD SUPPLY	Ag Supplies	01-4300-7010	75.14
P16-03438	MASTER MIX LIGHT AND SOUND PRODUCTION	Sound system for Graduation	01-5801-1100	1,290.00
P16-03439	CITY OF MARYSVILLE/POLICE DEPT - ATTN: SHANNON JACOBSE MHS Graduation		01-5801-1100	245.00
P16-03495	NASCO	ROP Medical Supplies	01-4300-0004	2,909.38
P16-03501	FORCE 4 DIGITAL	Every15 Minutes Video	01-4410-0004	908.03
P16-03505	ROGERS ATHLETIC CO	Football Practice Sleds	01-5801-0004	4,500.00
P16-03508	ROGERS ATHLETIC CO	Football Practice Sleds	01-4450-1100	6,349.00
P16-03517	RISO PRODUCTS OF SACRAMENTO	RISO Supplies	01-4410-1100	2,816.25
P16-03534	YUBA COUNTY OFFICE OF ED	Every 15 Minutes Retreat Materials	01-4300-0003	711.11
P16-03535	Amy Gladys Molina-Jones	Every 15 Minutes Reimbursement	01-4300-0004	144.80
P16-03541	AMAZON.COM	3D Animation Supplies	01-4300-0004	32.41
P16-03566	AMAZON.COM	iPad Covers	01-4300-0004	215.87
P16-03590	AMAZON.COM	Apple Watch PBIS Prize	01-4300-1100	1,160.36
P16-03595	SIERRA SCHOOL EQUIPMENT CO	MHS Lockers	01-4300-9010	336.42
P16-03612	CDW-G COMPUTER CENTER	Printer, Room G102	01-6500-0010	3,670.00
P16-03613	NWN CORPORATION	Printers G102	01-6500-1100	13,825.00
P16-03655	FLINN SCIENTIFIC INC	Science Classroom Supplies	01-4300-0004	296.17
P16-03660	Brittany VanDoorn	Every 15 Minutes Living Dead Make-Up	01-4300-0003	253.27
P16-03669	Live Oak Canvas Shop	MHS Ag Department	01-4300-0004	287.91
P16-03671	BI-COUNTY IRRIGATION, INC	ROP Natural Resources Supplies	01-4300-0004	50.00
P16-03672	MEEKS BUILDING CENTER	ROP Natural Resources Supplies	01-5642-7010	240.75
P16-03673	FLINN SCIENTIFIC INC	ROP Natural Resources Supplies	01-4300-0004	160.70
P16-03696	UNION LUMBER COMPANY	ROP Natural Resources Supplies	01-4300-0004	171.09
P16-03703	MEDCO SUPPLY COMPANY	ROP Sports Medicine	01-4300-0004	187.37
P16-03716	NATIONAL FFA ORGANIZATION	FFA Jackets	01-4300-0004	285.00
P16-03717	GALL'S INC	Tool Kit	01-4300-1100	987.40
			01-4300-1100	72.50
			01-4300-9010	750.00
			01-4300-6690	85.26

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), May 31 2016

5:03PM

ESCAPE

ONLINE

Page 12 of 20

Includes Purchase Orders dated 05/01/2016 - 05/31/2016

Board Meeting Date June 28, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P16-03718	AMAZON.COM	Locks for Chromebook Carts	01-4300-1100	106.64
P16-03735	AMAZON.COM	SPED Textbooks	01-4200-0003	1,277.67
P16-03739	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	TROP Landscaping Supplies	01-4300-0004	1,155.63
Total Location				45,556.13
Location McKenney Intermediate (37)				
P16-03528	WARDS NATURAL SCIENCE	BEYMER	01-4300-3010	1,056.51
P16-03529	AMAZON.COM	BEYMER	01-4300-3010	231.13
P16-03533	GALAXY MOBILE DJ'S	PROMOTION	01-5801-1100	600.00
P16-03602	CDW-G COMPUTER CENTER	MCK HP Chromebooks	01-4300-3010	15,397.50
P16-03603	CDW-G COMPUTER CENTER	Student Computers	01-4410-3010	4,011.90
P16-03604	HP Inc. Attn: Public Sector Sales	Admin Computer	01-4410-1100	1,037.38
P16-03605	CDW-G COMPUTER CENTER	MCK Surge Protectors	01-4300-0003	211.62
P16-03642	Rebecca Mendez	SHADY CREEK REFUND	01-5890-9010	300.00
P16-03652	TROXELL COMMUNICATIONS INC	Chromebook Cart	01-4410-3010	2,848.75
P16-03658	BACH COMPANY	Calculators	01-4300-0003	471.50
P16-03677	Mehrun Wahab	SHADY CREEK REFUND	01-5890-9010	300.00
P16-03691	AMAZON.COM	OFFICE	01-4300-1100	198.34
P16-03724	Allen Wong	BHAG BRAR SCHOLARSHIP	73-8660-9020	50.00
P16-03725	Lauren Allen	ELIZABETH YANK AWARD	73-8660-9020	50.00
P16-03751	Jones School Supply Co., Inc.	8TH GRADE AWARDS	01-4300-1100	93.95
Total Location				26,858.58
Location Nutrition Services (73)				
P16-03470	LA TAPATIA TORTILLERIA, INC	Food Order for Warehouse	13-9325-5310	198.80
P16-03471	Simona Usvat	Student Refund	13-5892-5310	297.30
P16-03486	LAND O'LAKES, INC	Food order for Warehouse	13-9325-5310	4,512.95
P16-03487	Shirts Unlimited	Nutrition Services Hats & Aprons	13-4300-5310	325.96
P16-03488	ISITE SOFTWARE	Nutrition Services Banner & Tablecloth	13-4300-5310	472.63
P16-03489	RB SPENCER	Service call for Foothill Intermediate	13-5641-5310	244.00
P16-03490	The Fruitguys	Edamame for Nutrition Faire A to Z Salad Bar	13-4716-5310	59.00
P16-03493	GOLD STAR FOODS	Ling's Order for Warehouse	13-9325-5310	2,105.80

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), May 31 2016

5:03PM

ESCAPE

ONLINE

Page 13 of 20

246

Includes Purchase Orders dated 05/01/2016 - 05/31/2016

Board Meeting Date June 28, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P16-03659	GOVCONNECTION, INC.	Toner	13-4300-5310	114.19
P16-03661	Lilia Camano	Student Refund	13-5892-5310	28.50
P16-03662	PRO PACIFIC FRESH	Glove & Craisins delivery to Warehouse	13-9325-5310	742.50
			13-9326-5310	64.01
P16-03734	SYSCO FS OF SACRAMENTO INC.	Supplies, Distribution to follow	13-4300-5380	4,029.24
P16-03807	Bonnie Sidhu	Student Refund	13-5892-5310	25.00
P16-03808	Christina Cox	Student Refund	13-5892-5310	25.75
P16-03809	Nichol Youra	Student Refund	13-5892-5310	48.00
P16-03810	Mirian Cisneros	Student Refund	13-5892-5310	27.00
P16-03811	Erika Mahon	Student Refund	13-5892-5310	30.00
P16-03812	Neida Delgado	Student Refund	13-5892-5310	31.50
		Total Location		13,382.13
Location Olivehurst Elementary (25)				
P16-03563	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	KINDERGARTEN	01-4300-0003	433.94
P16-03564	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	PERI	01-4410-0003	514.92
P16-03565	MOUNTAIN MATH/LANGUAGE	KINDER	01-4300-0003	1,249.07
P16-03567	AMAZON.COM	AMAZON	01-4300-0003	206.29
P16-03568	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	KINDER LAKESHORE	01-4300-0003	303.04
P16-03736	CLASSROOM PRODUCTS	SUPPLIES	01-4300-0003	790.02
P16-03737	CLASSROOM DIRECT COM ORDER ENTRY	SUPPLIES	01-4300-0003	163.68
P16-03738	TROXELL COMMUNICATIONS INC	REPAIR SUPPLIES	01-4300-1100	143.41
P16-03741	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	CLASSROOM SUPPLIES	01-4300-0003	508.69
P16-03742	ACCURATE LABEL DESIGNS	CLASSROOM SUPPLIES	01-4410-0003	906.69
P16-03743	ID VILLE	SUPPLIES	01-4300-0004	514.93
		Total Location	01-4300-3010	490.58
				606.42
				6,831.68
Location Personnel (113)				
P16-03747	NOR CAL TROPHIES	M. OAKES RETIREMENT PLAQUE	01-4300-0000	42.99
P16-03755	ASSOC OF CALIF SCHOOL ADMIN	Admin - Elem Principal	01-5890-0000	246.00

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

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), May 31 2016

5:03PM

ESCAPE

ONLINE

Page 14 of 20

247

Includes Purchase Orders dated 05/01/2016 - 05/31/2016

Board Meeting Date June 28, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Print Shop (67)				
P16-03788	AMERICAN BLINDS & DRAPERY	Mini Blinds	01-4300-0000	271.99
Location Pupil Services (202)				
P16-03504	CDW-G COMPUTER CENTER	Monitors	01-4300-0000	511.23
P16-03530	PLAK SMACKER, INC.	dental van	01-4300-9014	560.06
P16-03582	APPLE COMPUTER INC	Pupil Services Volume Credits	01-4300-6500	1,000.00
P16-03772	GOVCONNECTION, INC.	Toni phone earpiece	01-4300-0000	121.80
Total Location				2,193.09
Location Purchasing (104)				
P16-00349	OFFICE DEPOT B S D	Purch/Acctg/Bus Svcs	01-4300-0000	6,500.00
Location South Lindhurst (47)				
P16-03551	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNTFFA		01-4300-7010	865.00
P16-03552	TRACTOR SUPPLY COMPANY	FFA	01-4300-7010	200.00
P16-03569	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT Ag Dept		01-4410-7010	1,083.60
P16-03571	WALKER'S OFFICE SUPPLIES	SLHS Conference Table	01-4300-6690	333.75
			01-4410-6690	819.20
P16-03573	Growing Leaders, Inc.	Brown	01-4300-3010	702.65
Total Location				4,004.20
Location Student Discipline/Attendance (109)				
P16-03681	WALKER'S OFFICE SUPPLIES	Files	01-4410-0000	3,730.17
P16-03692	PAPER DIRECT	Certificate paper & seals	01-4300-0000	383.38
Total Location				4,113.55
Location Superintendent (101)				
P16-03596	STACY ANTHONY	Retirement Celebration	01-4300-0000	150.00
Location Technology (102)				
P16-03503	HP Inc. Attn: Public Sector Sales	Computer	01-4410-0000	16,598.00
P16-03740	VERIZON WIRELESS	530-682-4618 iPhone 6s Plus 64 Gb Upgrade	01-4410-0000	479.85
P17-00003	RELIANCE COMMUNICATIONS, INC. SCHOOL MESSENGER	TECHNOLOGY	01-5801-0004	10,082.00

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

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), May 31 2016

5:03PM

ESCAPE

ONLINE

Page 15 of 20

ReqPay11h

Board Report with Fund-Object-Resource by
Location

Includes Purchase Orders dated 05/01/2016 - 05/31/2016

Board Meeting Date June 28, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Transportation (69)				Total Location 27,159.85
P16-03600	BUSWEST	TRANSPORTATION/Special Needs Equipment	01-4300-0240	5,000.00
P16-03624	Forklift Sales of Sacramento	TRANSPORTATION/FORKLIFT	01-4450-0230	14,835.00
P16-03700	DENNIS SCHMALL TOOLS	TRANSPORTATION/Tools	01-4410-0230	725.63
P16-03701	FASTRAK VIOLATION PROCESSING DEPARTMENT	TRANSPORTATION	01-5890-0230	20.00
P16-03767	VERIZON WIRELESS	(2) Air 2 64 GB iPads (#'s not assigned yet)	01-4410-0240	854.48
Location Warehouse (71)				Total Location 21,435.11
P16-03491	SHADD JANITORIAL SUPPLY	Warehouse Stock 15-16 S.Y.	01-9320-0000	4,097.79
P16-03492	CARE LAB C/O TOM FERGUSON	Warehouse Stock 2015-16 S.Y.	01-9320-0000	2,732.99
P16-03522	HILLYARD - SACRAMENTO	Warehouse Stock 2015-16 S.Y.	01-9320-0000	2,198.08
P16-03554	SAC VAL JANITORIAL SALES & SERVICES, INC.	Whs Stock	01-9320-0000	307.32
P16-03594	J.C. PAPER	Warehouse Stock 15-16 S.Y.	01-9320-0000	192.46
P16-03702	RAYVERN LIGHTING SUPPLY	Warehouse Stock 15-16 S.Y.	01-9320-0000	2,002.73
Location Yuba Feather K-6 (29)				Total Location 11,531.37
P16-03752	SUTTER BUTTES COMMUNICATIONS	YFS Radios	01-4300-0004	195.25
Location Yuba Gardens Intermediate (39)				Total Location 641.25
P16-03532	AMAZON.COM	DETRICK/GATES	01-4300-0003	103.77
P16-03584	AMAZON.COM	REILEY/GATES	01-4300-0003	386.99
P16-03697	Kodiak Bones & Bugs Taxidermy	OLIVER/GATES	01-4300-0003	134.38
Total Number of POs 372				Total Location 625.14
				Total 1,901,629.06

Fund Recap

Fund	Description	PO Count	Amount
------	-------------	----------	--------

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), May 31 2016

5:03PM

ESCAPE

ONLINE

Page 16 of 20

249

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	294	1,761,395.07
09	Chrttr Schs	13	6,424.90
12	Child Dev	42	70,579.96
13	Cafeteria	18	13,382.13
14	Def Maint	1	34,275.00
23	MJ G BND9P	1	5,390.00
73	Fndn Priv	2	100.00
Total Fiscal Year 2016			1,891,547.06
01	Gen Fund	1	10,082.00
Total Fiscal Year 2017			10,082.00
Total			1,901,629.06

250

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P15-03553	18,500.00	01-5801	Gen Fund/Contracts	-16,300.00-
P15-03603	57,570.00	01-5890	Gen Fund/Other Serv	1,270.00
P16-00033	10,000.00	01-5565	Gen Fund/Clock&Alar	2,000.00
P16-00056	2,789.91	01-5621	Gen Fund/Maint Cont	100.00
P16-00062	4,876.00	01-5621	Gen Fund/Maint Cont	2,000.00-
		01-5630	Gen Fund/Rents/Leas	300.00-
			Total for P16-00062	2,300.00-
P16-00063	2,232.60	01-5621	Gen Fund/Maint Cont	632.60
P16-00069	10,809.43	01-5621	Gen Fund/Maint Cont	1,200.00
P16-00072	1,660.00	01-5621	Gen Fund/Maint Cont	600.00
P16-00079	600.00	01-5621	Gen Fund/Maint Cont	200.00
P16-00080	8,000.00	01-5621	Gen Fund/Maint Cont	2,300.00
P16-00103	624.00	12-5621	Child Dev/Maint Cont	99.00
P16-00138	5,700.00	01-4300	Gen Fund/Mat&Suppli	2,200.00
P16-00142	14,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P16-00144	1,822.00	01-4300	Gen Fund/Mat&Suppli	172.00
P16-00150	1,280.09	01-4300	Gen Fund/Mat&Suppli	180.09
P16-00156	1,450.00	01-5801	Gen Fund/Contracts	450.00
P16-00170	38,000.00	01-4300	Gen Fund/Mat&Suppli	300.00
P16-00178	27,000.00	01-4300	Gen Fund/Mat&Suppli	1,500.00
P16-00180	2,500.00	01-5630	Gen Fund/Rents/Leas	500.00
P16-00183	4,800.00	01-5630	Gen Fund/Rents/Leas	2,000.00
P16-00212	26,000.00	01-4364	Gen Fund/Tools/Part	4,000.00-
P16-00213	5,500.00	01-5641	Gen Fund/Equip Repa	2,000.00-
P16-00219	7,000.00	01-5641	Gen Fund/Equip Repa	3,000.00-
P16-00222	8,000.00	01-5801	Gen Fund/Contracts	1,000.00-
P16-00230	4,500.00	01-5801	Gen Fund/Contracts	1,000.00-
P16-00240	9,000.00	01-5641	Gen Fund/Equip Repa	1,000.00-
P16-00241	9,000.00	01-4364	Gen Fund/Tools/Part	1,000.00-

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

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), May 31 2016
5:03PM

ESCAPE

ONLINE

Page 18 of 20

251

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P16-00245	4,500.00	01-5801	Gen Fund/Contracts	1,000.00
P16-00248	17,000.00	01-5641	Gen Fund/Equip Repa	2,000.00
P16-00251	10,000.00	01-5641	Gen Fund/Equip Repa	2,000.00-
P16-00253	30,700.00	01-4364	Gen Fund/Tools/Part	700.00
P16-00254	5,500.00	01-4364	Gen Fund/Tools/Part	500.00
P16-00261	1,100.00	01-4364	Gen Fund/Tools/Part	100.00
P16-00265	1,500.00	01-5641	Gen Fund/Equip Repa	1,000.00-
P16-00325	57,001.00	01-5910	Gen Fund/Postage	5,001.00
P16-00374	1,300.00	12-4300	Child Dev/Mat&Suppli	300.00
P16-00378	2,134.70	01-4300	Gen Fund/Mat&Suppli	36.51
P16-00451	1,075.00	01-5621	Gen Fund/Maint Cont	450.00
P16-00464	2,921.28	01-4300	Gen Fund/Mat&Suppli	721.28
P16-00525	27,500.00	01-5641	Gen Fund/Equip Repa	1,500.00
P16-00578	14,937.04	01-4300	Gen Fund/Mat&Suppli	500.00
P16-00614	29,000.00	13-4313	Cafeteria/N-Food NTR	4,000.00-
		13-4717	Cafeteria/FoodPurcSch	12,000.00-
			Total for P16-00614	16,000.00-
P16-00678	4,500.00	01-4364	Gen Fund/Tools/Part	500.00
P16-00681	2,100.00	01-4300	Gen Fund/Mat&Suppli	100.00
P16-00755	5,500.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P16-00791	17,200.00	09-5801	Chtr Schs/Contracts	1,500.00
P16-00818	2,250.00	01-4300	Gen Fund/Mat&Suppli	250.00
P16-00901	600.00	01-4364	Gen Fund/Tools/Part	400.00-
P16-00906	4,117.00	01-4300	Gen Fund/Mat&Suppli	12.00
P16-00933	3,182.47	01-4300	Gen Fund/Mat&Suppli	382.47
P16-00935	3,330.95	01-4300	Gen Fund/Mat&Suppli	108.53
P16-00986	16,000.00	09-5801	Chtr Schs/Contracts	2,000.00
P16-01151	104.17	01-4300	Gen Fund/Mat&Suppli	145.83-
P16-01156	745.83	01-4300	Gen Fund/Mat&Suppli	145.83

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), May 31 2016

5:03PM

ESCAPE

ONLINE

Page 19 of 20

52

Includes Purchase Orders dated 05/01/2016 - 05/31/2016

Board Meeting Date June 28, 2016

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P16-01157	1,385.50	01-4300	Gen Fund/Mat&Suppli	114.50-
P16-01240	680.00	01-4300	Gen Fund/Mat&Suppli	180.00
P16-01450	5,700.00	09-5801	Chtr Schs/Contracts	1,200.00
P16-01795	476.00	01-4300	Gen Fund/Mat&Suppli	76.00
P16-01816	414,704.26	01-5100	Gen Fund/SERVICES	54,999.84
P16-02018	5,168.56	13-5641	Cafeteria/Equip Repa	170.56
P16-02158	256,250.00	01-5890	Gen Fund/Other Serv	6,250.00
P16-02176	1,000.00	01-5641	Gen Fund/Equip Repa	1,000.00-
P16-02293	42,760.35	01-5801	Gen Fund/Contracts	7,601.84
P16-02315	3,800.92	01-5801	Gen Fund/Contracts	950.23
P16-02364	6,645.72	01-5801	Gen Fund/Contracts	1,894.57
P16-02406	11,280.00	01-5801	Gen Fund/Contracts	1,777.70
P16-02448	49,000.00	01-5530	Gen Fund/Water & Se	13,000.00
P16-02669	1,570.10	01-4200	Gen Fund/Oth Ref Bk	116.90
P16-02685	350.00	09-5801	Chtr Schs/Contracts	100.00
P16-02786	1,051.24	01-5801	Gen Fund/Contracts	1,051.24
P16-02934	15,289.73	01-4300	Gen Fund/Mat&Suppli	434.30-
P16-03067	1,823.85	01-4300	Gen Fund/Mat&Suppli	38.17
P16-03175	11,624.83	01-4450	Gen Fund/Equip NonC	952.38
P16-03264	278.38	01-4300	Gen Fund/Mat&Suppli	10.69-
P16-03297	1,313.97	01-4300	Gen Fund/Mat&Suppli	154.58
P16-03322	918.00	01-4410	Gen Fund/Equip NonC	63.75-
P16-03338	1,650.00	01-5801	Gen Fund/Contracts	250.00
P16-03390	6,000.00	01-5801	Gen Fund/Contracts	3,500.00
P16-03393	2,677.82	01-4100	Gen Fund/Textbooks	566.17
P16-03395	16,000.00	01-5641	Gen Fund/Equip Repa	10,000.00
P16-03434	213.34	01-4300	Gen Fund/Mat&Suppli	34.62
P16-03825	245.95	01-4300	Gen Fund/Mat&Suppli	30.04
Total PO Changes				87,637.08

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), May 31 2016

5:03PM

ESCAPE

ONLINE

Page 20 of 20

APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of California.

PROPOSED SCOPE OF WORK:

This standard attachment A documents the move from the current KONE service agreements to US COMMUNITIES master agreement for contracts: #40104188 Lindhurst HS, #40105583 Marysville HS, and #41046754 Ella Elementary. All terms and conditions and scope of work will remain unchanged as we will refer to the scope of work currently executed.

Should Marysville Joint Unified School District choose to freeze the maintenance escalation, it would require a term extension in accordance with the US Communities agreement.

This Agreement will commence on the effective date and continue for an initial period of FIVE (5) years. This Agreement will thereafter automatically renew for successive terms of FIVE (5) years. Either party may terminate this Agreement at the end of the initial FIVE (5) year term or at the end of any subsequent FIVE (5) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.

Initial here for term extension and acceptance _____

Business Services Department

Approval: [Signature]

Date: 6/15/16

NSA-00-0036

4/2014

254

ACCEPTANCE

Service Agreement Effective Date: July 1, 2016

Service Agreement Number: KONE #40104188, 40105583, 41046754

The parties to this service agreement agree to the conditions contained herein:

Sign for on behalf of Participating Public Agency

(Signature)

Ryan DiGiulio

(Print Name)

Assistant Superintendent Business Services

(Print Title)

Date: __/__/__

Respectfully submitted,
KONE Inc.

Med Lynch
(Submitted By)

(Approved By) Authorized Representative

David Johnson

(Title) Branch Manager

Date: 6/3/16



Attachment A

**KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Services,
repair or modernization under the U.S. Communities Program utilizing the Terms
and Conditions of the City and County of Denver Master Contract
(Reference GENRL-201414653-00 dated April 1st, 2014)**

PROPOSED UNITS & EQUIPMENT PRICING:

Location Address	Elevators	Pricing
Lindhurst High School 4446 Olive Drive Marysville, CA 95901	2	Annual \$4109.88
Marysville High School 12 East 18 th Street Marysville, CA 95901	1	Annual \$ 2,112.96
Ella Elementary School 4850 Olivehurst Avenue Olivehurst, CA 95961	1	Annual \$3,240.00

US COMMUNITIES 2016 BILLING RATES

IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	Premium Portion (.7)	SUNDAYS/ HOLIDAYS
8	San Francisco, CA	\$ 241.48	\$ 410.51	\$ 169.03	\$ 482.96

***Note: the billing rates listed here are subject to escalation year over year.

**ANNUAL FUEL AND OIL FOR TRANSPORTATION SERVICES
CONTRACT FOR RFP #17-1015**

This Agreement is made this 28th day of June, 2016 by and between **Marysville Joint Unified School District and Lakeview Energy Services, Contractor**, with respect to the following recitals:

1. District is a public school district organized and existing under the laws of the State of California.
2. Contractor has received notice of an award pursuant to RFP No. 17-1015 for the delivery of certain products, equipment, services, or other articles "Service".

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, including RFP #17-1015 General Conditions and Instructions to Vendors, Specifications, and Pricing Form the parties agree as follows:

1. Description of Service. Contractor agrees to deliver to school District's receiving stations indicated on Purchase Order No.(to come) **effective July 1, 2016 to June 30, 2017, with ability to extend 2 more 1 year periods, for the following service:**

Annual Fuel and Engine Oil for Transportation Services

2. Time of Commencement and Completion. The Service shall be delivered to the District within 12 hours after receipt of order. Prices shall remain firm for 24 hours after award.
3. Contracts. District agrees to pay Contractor based on the unit price indicated within the RFP, following timely receipt of the Product, Equipment, or Services and submission of an invoice to District.
4. Liquidated Damages. Contractor agrees to deliver the Service to District pursuant to the terms of this Contract by the Completion Date unless Contractor receives a written extension of time for delivery from District. Contractor's failure to deliver the Product, Equipment, or Services on time shall subject Contractor to liquidated damages. The actual occurrences of damages and the actual amount of damages which District will suffer if the Product, Equipment, or Service is not delivered by the Completion Date is dependent upon many circumstances and conditions and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages occasioned by delay. Damages which District would suffer in the event of delay include loss of use of the Equipment, disruption of school activities, cost of administration and the loss suffered by the public by reason of delay. Accordingly, the parties agree that the amount herein set forth as liquidated damages shall be presumed to be the amount of damages actually sustained by Contractor's failure to deliver the Product, Equipment, or Services by the required Date.

The amount of liquidated damages to be paid by Contractor to District for failure to deliver the Product, Equipment, or Services on or before the required date will be Two Hundred Dollars and 00/100 (\$200.00) for each calendar day by which delivery is delayed beyond the Required Date, such amount being the actual cash value agreed upon as the loss to the District resulting from the Contractor's default.

257
1

Business Services Department
Approval: RL
Date: 6/28/16

If Seller becomes liable for liquidated damages, District, in addition to all other remedies provided by law, shall have the right to deduct the amount owed as liquidated damages from the contract sum due Seller. In all events, Seller and its sureties, if any, shall remain liable to the District until all such liabilities are satisfied in full.

5. Conformance to Contract Documents. Contractor agrees that the Product, Equipment, or Services to be furnished pursuant to this Contract shall conform to all of the requirements set forth in the RFP documents, specifications and any other writings which formed a part of the materials upon which the Contractor was awarded this Contract.

6. Indemnity. Contractor shall indemnify, hold harmless and defend District, and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from Contractor's work under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of Product or Equipment supplied pursuant to this Contract.

7. Transportation Charges. Contractor agrees to deliver all Product and Equipment prepaid unless otherwise specified. All costs for delivery and packaging of Product and Equipment are the responsibility of Contractor unless otherwise stated.

8. Inspection. All Products and Equipment furnished must be in conformity with the specifications and Contract documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Contractor any portion of the Product or Equipment which may be defective or which fails to comply with the specifications in Contract documents.

9. Assignment of Contract. Contractor agrees not to assign, transfer or convey any rights accruing under this Contract without the prior written consent of District.

10. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

11. Miscellaneous Provisions.

11.1 Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Yuba County, California.

11.2 Notices. Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

11.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the District and Contractor and their respective successors and assigns.

11.4 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.

11.5 Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.


11.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Agreement. Contractor, by the execution of this Agreement, acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first herein above written.

Marysville Joint Unified School District

BY _____
Ryan DiGiulio
Assistant Superintendent of Business Services

Lakeview Energy Services
Contractor

BY 
Mike Howard
V.P. Operations / Partner

259

Services Agreement Reinstatement

Name of Employer: Marysville Joint Unified School District

The Services Agreement for the fiscal year Jul 1, 2015 – Jun 30, 2016 entered into by your organization and The Omni Group ("OMNI"), is hereby reinstated for the fiscal year Jul 1, 2016 - Jun 30, 2017 with the following fee schedule below:

FEE SCHEDULE FOR 2016-2017 YEAR

<u>Description</u>	<u>No of Accounts</u>	<u>Rate</u>	<u>Annual Amount</u>
<u>403(b) Accounts*</u>	227	37.00	\$ 8,399.00
<u>457(b) Accounts</u>	6	37.00	222.00
<u>Total 2016-2017</u>			\$ 8,621.00

**Includes 403(b) ROTH Accounts*

EMPLOYER:

By: _____

Title: _____

Date: _____

OMNI FINANCIAL GROUP, INC.


Name: 

By: Robert F. McLean, President

Date: May 25, 2016

PLEASE RETURN A SIGNED COPY BY JULY 1, 2016

CA-5638

Business Services Department
Approval: 
Date: 6/1/16

260

SCHOOL RESOURCE OFFICER AGREEMENT
BY AND BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
YUBA COUNTY OFFICE OF EDUCATION
AND
CITY OF MARYSVILLE
FISCAL YEAR 2016-17

RECITALS

THIS SCHOOL RESOURCE OFFICER AGREEMENT is dated as of June 28, 2016 (the "Agreement") by and between the Marysville Joint Unified School District, a public school district of the State of California, hereafter referred to as "MJUSD", Yuba County Office of Education, a public school county office of education of the State of California, hereafter referred to as "YCOE", and the City of Marysville, a municipal corporation, hereafter referred to as the "City" (with all parties of this agreement hereafter referred to as "Parties"), and is entered into in light of the facts set forth in the following recitals who agrees as follows:

-- RECITALS --

- A. City has established a municipal police department as an instrumentality of the City (the "Department"), and the Department is recognized by the State of California as a municipal law enforcement agency.
- B. MJUSD is a public school district in the County of Yuba, State of California, and has administrative offices located at 1919 B Street, Marysville, CA 95901.
- C. YCOE is a public school county office of education in the County of Yuba, State of California, and has administrative offices located at 935 14th St., Marysville, CA 95901.
- D. MJUSD and YCOE desire to obtain special law enforcement services from the City, acting by and through the Department, to provide an additional level of law enforcement services for the benefit of the public school

students of MJUSD and YCOE as described in this Agreement on the public school campuses of located in the city of Marysville with the Police Officer working out of a central location on the campus of Marysville High School, and the City acting by and through the Department desires to provide such services on the terms and conditions set forth in this Agreement.

- E. MJUSD, YCOE, and the City may enter into arrangements for the City to provide an additional level of law enforcement services to public agencies such as MJUSD and YCOE as set forth in this Agreement.
- F. The Department possess the special experience, knowledge and expertise necessary for the performance of the "special service" law enforcement services required by this Agreement; and

WHEREAS, pursuant to Education Code Section 32261, it is the intent of the State legislature to encourage California public schools to develop comprehensive safety plans that are the result of a systematic planning process that includes strategies aimed at the prevention of incidents involving crime and violence on school campuses and that address the safety concerns of local law enforcement and other interests in the prevention of crime on public school campuses and/or which otherwise involve public school students; and

WHEREAS, pursuant to Education Code Section 32261, it is the intent of the State legislature to encourage school districts and law enforcement agencies to develop and implement interagency strategies, service training programs and activities that will improve school attendance and reduce the rates of school crime including vandalism, drug and alcohol abuse, gang membership and gang violence; and

WHEREAS, pursuant to Education Code Section 32262, the State legislature has established School/Law Enforcement Partnership comprising the Superintendent of Public Instruction and the Attorney General which has as its duties the development and administration of program policies, procedures and activities in the furtherance of campuses which are safe, secure and peaceful; and

WHEREAS, pursuant to Penal Code Section 832.3, it is the intent of the Legislature to ensure the safety of pupils, staff and members of the public on or near California public schools by providing peace officers with training that will enable them to deal with the increasing diverse and challenging law enforcement duties including public school campuses and students.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and understandings herein, the Parties agree as follows:

1. **Scope of Service.** The scope of the public safety and law enforcement services (collectively, the "Program") to be provided by the City, acting by and through the Department to MJUSD and YCOE, shall be those duties described in the Scope of Services document attached hereto as Exhibit "A" and incorporated by this reference.

2. **Term.** This Agreement shall commence on July 1, 2016 and shall continue through June 30, 2017, unless the Program and this Agreement is sooner terminated, as set forth in paragraph 6 of this Agreement.

3. **Payment.** MJUSD and YCOE shall pay the City, for the police services as set forth in the Scope of Services provided by School Resource Officers during the term of this Agreement, the sum of One Hundred Thousand Dollars and 00 Cents (\$100,000) with MJUSD being responsible for 70% of this amount, or \$70,000, and YCOE being responsible for 30% of this amount, or \$30,000. Such sum shall be payable by both MJUSD and YCOE to the City in four (4) equal installments with the first such installment due as of July 1, 2016 and the following equal installment payable due as of October 1, 2016, January 1, 2017 and April 1, 2017, respectively. Such police services as shall be provided by the City acting by and through the Department to MJUSD and YCOE under the Program shall include one (1) sworn peace officer of the Department assigned by the Department, in consultation with MJUSD and YCOE, for all MJUSD and YCOE campuses located within the city of Marysville and is to work out of a central location on the campus of Marysville High School for the term this Agreement as more particularly set forth in the Scope of Services. The Department shall submit quarterly invoices for the payment of such cost for the police services to MJUSD to the attention of the Superintendent, Marysville Joint Unified School District, 1919 B Street, Marysville, CA 95901. The Department shall submit quarterly invoices for the payment of such cost for the police services to YCOE to the attention of the Superintendent, Yuba County Office of Education, 935 14th St., Marysville, CA 95901. Payment shall be made to the Department by MJUSD and YCOE no later than 30 days from receipt of the invoice.

4. **Independent Contractor.** The relationship between the Parties under this Agreement shall be one of independent contractor. No School Resource Officer rendering services under this Agreement shall be an employee of MJUSD or YCOE for federal or state tax purposes, or any other purpose. The Department shall be responsible for tax withholding as required by applicable law for the School Resource Officer. MJUSD and/or YCOE shall have no responsibility for payment of any tax liability arising out of the compensation for services performed by any School Resource Officer under this Agreement.

The School Resource Officer who is assigned by the Department to provide services under this Agreement shall not be deemed to be an employee or agent of MJUSD or YCOE and shall not be deemed qualified or eligible to participate in any MJUSD or YCOE pension plan, retirement, health and welfare program, or any similar program or, benefit, as a result of this Agreement. The School Resource Officer shall report directly to the Marysville Chief of Police or designee through the Marysville Police

Department established "chain of command". The Department shall maintain direct supervisory control over the School Resource Officer; provided however, that MJUSD and YCOE shall have the right to approve the individual School Resource Officer assigned to it by the Department, and MJUSD and YCOE shall have the right to require that any assigned School Resource Officer be replaced upon the request of MJUSD and YCOE in the collective and reasonable discretion of both MJUSD and YCOE.

MJUSD and YCOE assume no liability for worker's compensation for the assigned School Resource Officer. The Department shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance for the School Resource Officer assigned under this Agreement. It shall be the sole responsibility of the Department to account for all of the above, and the Department agrees to hold MJUSD and YCOE harmless from any liability for these taxes or employment costs.

At all times during the term of this Agreement, the School Resource Officer shall be a sworn police officer employee of the City subject to the supervision, control and direction of the City and subject to the personnel rules and procedures of the City.

5. **Indemnification.**

- a. The City shall defend, indemnify and hold harmless MJUSD and YCOE, its officers, agents and employees from any and all loss, including attorney's fees, sustained by MJUSD or YCOE by virtue of any damage(s) to any person(s), firm or corporation that may be injured by or to any property that may be damaged by the sole fault or sole active negligence of the City or any School Resource Officer, officer, agent or employee.
- b. MJUSD and YCOE shall defend, indemnify and hold harmless the City, its officers, agents and employees from any and all loss, including attorney's fees sustained by the City by virtue of any damage(s) to any person(s), firm, or corporation who may be injured by or to any property that may be damaged by the sole fault or sole active negligence of MJUSD and/or YCOE, its officers, agents or employees of MJUSD or YCOE under the Program.
- c. The indemnification provisions contained in this Agreement include any violation of applicable law, ordinance regulation or rule, including where the claim, loss, damage charge or expense was caused by deliberate, willful, or criminal acts of any party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.
- d. It is the intent of the Parties that where negligence is determined to have been shared, principles of comparative negligence will be

followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

- e. Each party shall establish and implement procedures to notify the other party of any claims or legal actions with respect to any of the matters described in this indemnification section.

6. **Termination.** This Agreement may be terminated by any Party at any time prior to the end of the Term, with or without cause for the sole convenience of the Party who may elect to terminate this Agreement, upon delivery of a written Notice of Intent to Terminate to the other Party. Such notice shall be served by personal delivery or by first-class mail, registered or certified; postage prepared, and shall be deemed received upon personal delivery or five (5) days after the mailing date whichever is sooner. The date of termination shall be the date that is ninety (90) calendar days after the date on which the Notice of Intent to Terminate is received or deemed received by the other two Parties, as the case may be. In the event of termination, MJUSD and YCOE will compensate the City for all services rendered to the effective date of such termination. The Marysville Chief of Police is designated as authorized to accept such notice for the Department and the City, the MJUSD Superintendent is designated to accept such notice for MJUSD, and the YCOE Superintendent is designated to accept such notice for YCOE.

7. **Assignment.** This Agreement is for personnel services to be performed by the City acting by and through the Department. Neither this Agreement nor any duties or obligations to be performed by the Department under this Agreement shall be assigned without the prior written consent of both MJUSD and YCOE. In the event of an assignment by the City to which both MJUSD and YCOE have consented, the assignee or its legal representative shall agree in writing with MJUSD and YCOE to assume, perform and be bound by all covenants, obligations and agreements contained in this Agreement.

8. **Notices.** Any notice, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the fifth day of mailing to the party to whom the notice is to be given, by first-class mail registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

MJUSD:	Marysville Joint Unified School District 1919 B Street Marysville, CA 95901 Attn: Superintendent
--------	---

YCOE: Yuba County Office of Education
935 14th Street
Marysville, CA 95901
Attn: Superintendent

Department: Marysville Police Department
316 6th Street
Marysville, CA 95901
Attn: Chief of Police

9. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior understandings between them with respect to the Program which is the subject matter of this Agreement. There are no other promises, terms, conditions or obligations, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument signed by the Parties.

10. **Binding on Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties and their successors.

11. **Severability.** Should any term or provision of the Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

12. **California Law.** This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

13. **Ratification of Boards of Education.** This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing boards of the Marysville Joint Unified School District and Yuba County Office of Education, as evidenced by motions of said boards duly passed, and adopted in compliance with the provisions of Education Code Section 39656.

266

IN WITNESS WHEREOF, City, MJUSD, and YCOE have executed this Agreement as of the day and year first above written.

CITY:
City of Marysville

By: _____
Walter Munchheimer
City Manager

By: _____
Aaron Easton
Chief of Police

MJUSD:
Marysville Joint Unified School District

By: _____
Dr. Gay Todd, Superintendent

YCOE:
Yuba County Office of Education

By: _____
Leslie Cena, Interim Superintendent

267

Exhibit A
Scope of Services
FISCAL YEAR 2016-17

This Scope of Services is part of an agreement entitled "School Resources Officer Agreement (the "Agreement")" by and between MJUSD, YCOE, and the City for the Fiscal Year of 2016-17. Unless the context of the usage of a particular term may otherwise require, all defined term used in this Exhibit "A", denoted by an initial capital letter in each such word, shall have the same meaning as set forth in the Agreement.

PURPOSE

A prosperous future for the citizens of Marysville depends, in large measure, upon the MJUSD and YCOE's ability to properly educate its children. Effective schooling requires a safe and orderly environment in which learning can occur. Consequently, the City acting by and through the Department, in collaboration with MJUSD and YCOE, conducts the Program in order to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order and discipline in the school environment. The Program is intended to insure to the greatest extent reasonably feasible, that no student's right to receive an education is abridged by violence or disruption in the school or class room setting.

The Program by the City acting by and through the Department involves the assignment of a School Resource Officer to all campuses within the city of Marysville and is to work out of a central location on the campus of Marysville High School. In accordance with staffing ability and the demonstrated needs of the schools, the Department will assign a full-time School Resource Officer for the services designated in this Agreement.

With daily interaction among the administration of each school, MJUSD, YCOE, the School Resource Officer and the Department, the Parties acknowledge and agree to mutually consult with each other and establish, maintain, and update specific guidelines and procedures to be followed by the School Resource Officers and individual school administrators in the implementation of the Program. The Exhibit clarifies the role of the School Resource Officers and the school administrators, the scope of their authority, and the responsibilities of MJUSD, YCOE, and the Department in this collaboration. The success of the School Resource Officer program relies on effective communication between the School Resource Officer, the principals and other key staff members in each organization.

POLICE SERVICES

The City acting by and through the Department hereby agrees to provide MJUSD and YCOE with the special police services as follows: a fully uniformed police officer employee of the City shall be assigned by the Department to work as School Resource

Officer for all campuses within the city of Marysville and is to work out of a central location on the campus of Marysville High School. Such sworn police officer/School Resource Officer ("SRO") assigned by the Department to the school sites of MJUSD and YCOE shall be physically present at those sites at least 50% of each 40 hour work week, except when subpoenaed for court, attending official police training or business assigned by the Department or when such SRO is taking routine vacation and special time off as an employee of the City, or on days when public school students are not scheduled for regular attendance at such school site, school holidays and other periods of time when MJUSD and YCOE may designate. The School Resource Officer (SRO) may perform police officer services as directed by the Department at time outside the time periods set forth for duty as an SRO under this Agreement when deemed necessary by the Department.



GOOD GOVERNANCE AND PROGRAM ADVISORY SERVICES AGREEMENT

Between
SCHOOL INNOVATIONS & ACHIEVEMENT
And
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

THIS AGREEMENT, dated June 28, 2016, (the "Agreement") is made by and between Marysville Joint Unified School District ("District"), and School Innovations & Achievement, a California corporation ("SI&A"), each being a "Party" and collectively the "Parties."

RECITALS

WHEREAS, District is authorized to retain consulting services to assist District in the preparation and filing of reimbursement claims for the costs of the Mandate Reimbursement Process Program, legislatively mandated by the State of California ("State"), as well as an assessment of compliance practices in place as it relates to the Mandated Block Grant Program, and SI&A is qualified to perform such services; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing consulting services;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The Agreement period begins July 1, 2016 (the "Effective Date") and will automatically expire on June 30, 2017 (the "Expiration Date").
2. **Base Services.** SI&A agrees to provide District the following consulting services ("Services") during the Agreement Period:

(a) Prepare and file, with information provided by the District:

- (1) Any applicable prior year reimbursement claims that are outside of the Mandate Block Grant;
- (2) Late and amended reimbursement claims, that are outside of the Mandate Block Grant; and
- (3) Newly claimable programs approved by the Commission on State Mandates ("Commission") that are outside of the Mandate Block Grant if the filing deadline is within the Agreement Period.

Business Services Department

Approval: RL

Date: 6/2/16

- (b) Hold in person and/or web-based training sessions for District's staff during the Agreement Period, as necessary or appropriate (as reasonably determined by SI&A);
- (c) Provide access to interactive professional development training sessions for District and school site staff on a variety of essential programs via a web-based training platform offered on a recurring basis;
- (d) Conduct interviews with District staff and document processes regarding mandate programs via telephone or in person (as reasonably determined by SI&A);
- (e) Provide interim and annual reports on:
 - (1) Mandate Block Grant Compliance;
 - (2) Claim performance for all applicable claims;
 - (3) Analysis comparing Mandated Program options in preparation for the Districts yearly program election decision;
 - (4) Supplemental Documentation Report; and
 - (5) Professional Development Action Plan.
- (f) Monitor District's mandated cost tracking systems;
- (g) Research and assist District with data collection for test claims approved by the Commission during the Agreement Period;
- (h) Serve as a liaison with the State Controller's Office and Commission regarding
 - (i) statewide cost estimate request responses, and (ii) general questions from the State Controller's Office;
- (i) Provide representation of District with respect to any State audit of mandate reimbursement claims that were prepared and submitted with SI&A's assistance pursuant to this Agreement, unless prior to claim submission SI&A advised District that SI&A would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns; and
- (j) Free access to Cabinet Report. Cabinet Report is an online education-news publication that provides news coverage critical to education practices and administration, our reporting is aimed at an audience of educators, school administrators and policy-makers.

3. District's Obligations.

3.1 District Responsibilities and Obligations. District shall be responsible for the following:

- (a) ensuring District has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); and
- (b) maintaining original supporting documents for a period of four (4) years after the State's first payment of the claim; and (c) District shall provide SI&A all records and information relevant to any claim in a timely manner and contact information for District's personnel to

whom SI&A may direct inquiries. District understands and agrees that the results of SI&A's inquiries, the documentation obtained from District and other corroborating information may be used by SI&A for filing and/or supporting the reimbursement claims, or responding to audits or investigations.

3.2 **Claim Approval.** Upon presentation of a claim for District's approval, District agrees to review the claim and respond to SI&A by either: (a) certifying to SI&A, under penalties of perjury, that the time, costs and other data collected by District and furnished to SI&A in support of the claim are true and correct; or (b) provide SI&A with notice specifying why the foregoing certification may not be true. All notices and certifications must comply with the requirements of Section 4 of the Standard Terms and Conditions.

3.3 **For Districts that Elect the Mandate Block Grant.** The District acknowledges and agrees that the Good Governance and Program Advisory Services, provided by SI&A, in connection with potential audit matters, consists of providing recommendations and support with forms and back-up documentation collected. It is the District's responsibility to ensure the District's compliance with all mandate block grant requirements.

4. **California False Claims Act.** District acknowledges that reimbursement claims filed under this Agreement constitute "claims" under the California False Claims Act (California Government Code Section 12650, et seq.) ("False Claims Act") and consequently, District, its employees, contractors and other persons acting on its behalf, may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties and costs of civil recovery actions upon persons who "knowingly" present or cause to be presented false claims, or who "knowingly" make or cause to be made false records or statements in support of a claim. Under the False Claims Act, "knowingly" means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.

5. **Payment of Fees.**

5.1 **Fees.** For Services provided pursuant to the terms of this Agreement, as outlined in Section 2, District agrees to pay SI&A **\$24,000** for the fiscal year 2016/17 (the "Fee").

5.2 **Payment Plan.** The Fee is payable in annual or semi-annual installments as indicated below. District must clearly mark one payment plan below. If a plan is not clearly identifiable by SI&A, then District agrees to pay the Fee on an annual basis.

☐ 1 annual payment due July 1, 2016.

☒ 2 semi-annual payments due July 1, 2016, and January 1, 2017.

5.3 **Travel; Lodging Expenses.** If SI&A reasonably determines that travel to District's site is necessary, SI&A and District shall schedule mutually convenient dates and times for such meetings. All travel and lodging expenses incurred by SI&A in connection with the Initial Scope of Services are included in the Fee.

6. **Entire Agreement.** This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as **Exhibit A** is the final expression of, and contains the entire

agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

7. **Exhibits**. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.
8. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

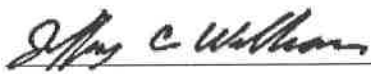
IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

DISTRICT:

**SCHOOL INNOVATIONS
& ACHIEVEMENT**

**MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT**

Signature: 
Date Signed: 5/31/2016
Print Name: Jeffrey C. Williams
Title: Chief Executive Officer
Company: School Innovations & Achievement
Address: 5200 Golden Foothill Parkway
El Dorado Hills, CA 95762
Phone: (800) 487-9234
Fax: (888) 487-6441

Signature: _____
Date Signed: _____
Print Name: _____
Title: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

273

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The Parties agree that School Innovations & Achievement is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Termination.** Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other Party not later than thirty (30) days prior to expiration of the current Agreement Year within the Agreement Period. The effective date of termination shall be the expiration of such current year of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 2, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 2.
3. **Termination Due to Changes in State Law.** If Legislation is enacted that eliminates or suspends K-12 education mandates, thereby making the filing of mandate reimbursement claims impossible or futile, District may immediately terminate this Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. All other terminations shall be subject to the terms and conditions set forth in Section 2, above.
4. **Notice.** All Agreement notices must be in writing, directed to the Party's address set forth below such Party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A Party may change the address stated in the Agreement by giving notice to the other Party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade-level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assistances.** Upon request of the other Party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.
9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Period, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each Party agrees to defend, hold harmless, and indemnify the other Party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying Party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a Party by reason of any claim or demand discussed in this Section 10, upon notice from the Party, the indemnifying Party shall defend the action or proceeding at the indemnifying Party's expense, through counsel reasonably satisfactory to the other Party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying Party's obligations under this Section 10 shall apply regardless of whether the other Party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other Party.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a Party's rights or obligations under this Agreement, then the prevailing Party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the Party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the Parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the Parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The Parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. **BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.** All general reference proceedings hereunder shall, unless all Parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both Parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

Force Majeure. A Party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other Party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the Party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.



Capitol | PFG

Crafting Optimal Financial Solutions

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement"), dated June 28, 2016, is hereby made between the Marysville Joint Unified School District ("CLIENT") and Capitol Public Finance Group, LLC ("CAPITOL PFG"). CAPITOL PFG agrees to provide the "Services," as more fully defined below, to CLIENT and CLIENT agrees to pay to CAPITOL PFG based on the terms of the Consultant Services Order, as more fully defined below.

1. **Definitions.** The following definitions shall apply to this Agreement.
 - a. The "Commencement Date" shall be July 1, 2016.
 - b. The "Termination Date" shall be June 30, 2017 or upon receipt of a Termination Notice.
 - c. The "Agreement Term" shall begin with the Commencement Date and shall end with the Termination Date.
 - d. The "Consulting Services Order" shall include the Services and the Consultant Services Fee.
2. **SERVICES.** The duties and tasks to be performed by CAPITOL PFG (the "Services") shall be outlined in the attached Consulting Services Order(s) – SEE EXHIBIT A. During the performance of such Services by CAPITOL PFG, the CLIENT will retain and exercise decision-making authority over the Services performed by CAPITOL PFG. The Services may include a development schedule and milestones. Under the terms of this Agreement, Capitol PFG and CLIENT may add additional Services as agreed upon. These additional Services shall be put in writing in a Consulting Services Order (Exhibits) and attached to this Agreement.
3. **PAYMENT.** CLIENT shall pay CAPITOL PFG based on the terms of the attached Consulting Services Order(s). The attached Consulting Services Order(s) includes a "Payment Schedule" that shall include invoicing terms of the Consulting Services.
4. **TERMINATION.** Either party may without cause terminate this Agreement by delivering to the other party written notice via U.S. Mail, facsimile, or personal delivery (but not by electronic mail transmission) expressing a desire to terminate this Agreement (a "Termination Notice"). Termination shall be effective thirty (30) days after receipt of a Termination Notice.
5. **ASSIGNMENT.** CAPITOL PFG shall not assign its rights and obligations under this Agreement.
6. **INDEMINITY.** The Parties agree that CLIENT and CLIENT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CLIENT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement.

275

Business Services Department
Approval: PR
Date: 6/3/16

Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CLIENT Indemnitees with the fullest protection possible under the law. CAPITOL PFG acknowledges that CLIENT would not enter into this Agreement in the absence of CAPITOL PFG's commitment to indemnify, defend and protect CLIENT as set forth herein.

To the fullest extent permitted by law, CAPITOL PFG shall indemnify, hold harmless and defend the CLIENT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CAPITOL PFG's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

CLIENT shall have the right to offset against the amount of any compensation due CAPITOL PFG under this Agreement any amount due CLIENT from CAPITOL PFG as a result of CAPITOL PFG's failure to pay CLIENT promptly any indemnification arising under this Article and related to CAPITOL PFG's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation

The obligations of CAPITOL PFG under this Article will not be limited by the provisions of any workers' compensation act or similar act. CAPITOL PFG expressly waives its statutory immunity under such statutes or laws as to CLIENT and CLIENT's elected and appointed officials, officers, employees, agents and volunteers.

CAPITOL PFG agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CAPITOL PFG in the performance of this Agreement. In the event CAPITOL PFG fails to obtain such indemnity obligations from others as required herein, CAPITOL PFG agrees to be fully responsible and indemnify, hold harmless and defend CLIENT and CLIENT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CAPITOL PFG's subcontractors or any other person or entity involved by, for, with or on behalf of CAPITOL PFG in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CLIENT's choice.

CLIENT does not, and shall not, waive any rights that it may possess against CAPITOL PFG because of the acceptance by CLIENT, or the deposit with CLIENT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CLIENT may have at law or in equity.

7. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CAPITOL PFG and all persons retained or employed by CAPITOL PFG are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CLIENT. CAPITOL PFG shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CAPITOL PFG and all persons retained or employed by CAPITOL PFG shall have no authority, express or implied, to bind CLIENT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CLIENT, whether by contract or otherwise, unless such authority is expressly conferred to CAPITOL PFG under this Agreement or is otherwise expressly conferred by CLIENT in writing.
8. GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
9. 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 CLIENT and CAPITOL PFG 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.
10. DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CLIENT without restriction or limitation upon their use or dissemination by CLIENT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CAPITOL PFG in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CLIENT, a perpetual license for CLIENT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CAPITOL PFG shall require all subcontractors and subconsultants working on behalf of CAPITOL PFG in the performance of this Agreement to agree in writing that

CLIENT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CAPITOL PFG in the performance of this Agreement.

11. CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CAPITOL PFG or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CAPITOL PFG without prior written consent by CLIENT. CLIENT shall grant such consent if disclosure is legally required. Upon request, all CLIENT data shall be returned to CLIENT upon the termination or expiration of this Agreement. CAPITOL PFG shall not use CLIENT'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 CLIENT.
12. SUBCONTRACTING: CAPITOL PFG shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CLIENT. 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.
18. 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:

CAPITOL PFG:

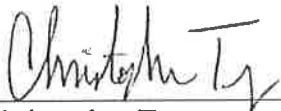
Capitol Public Finance Group, LLC
2436 Professional Drive, Suite 300
Roseville, CA 95661
Attn: Managing Partner, Operations
Phone: (916) 641-2734
Fax: (916) 921-2734

CLIENT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Assistant Superintendent of
Business Services
Phone: (530) 749-6115
Fax: (530) 742-0573

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

19. SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.



Christopher Terry
Capitol Public Finance Group, LLC

Date: 6/3/2016

Ryan DiGiulio
Assistant Superintendent, Business Services
Marysville Joint Unified School District

Date: _____

**EXHIBIT A –
CONSULTING SERVICES ORDER**

This Consulting Services Order ("CSO") is an attachment to the Consulting Services Agreement made between the Marysville Joint Unified School District ("Client") and Capitol Public Finance Group, LLC ("Capitol PFG").

Facility Planning Services:

Capitol PFG shall assist Client with the update of the facility master plan including the coordination with Client staff and facilities experts, review and update of identified capital projects, incorporation of updated project cost and scope information into project funding formula and the facility master plan, incorporation of asset management plan into facility funding plan, facilitation of school site and/or community meetings/focus groups, identification of funding options, update of master plan report and Board/community education efforts. Capitol PFG shall carry out as directed by Client any changes to the Facility Master Plan and the implementation of new studies, analysis or reports that may be desired.

Development Mitigation Services

Capitol PFG shall review existing mitigation agreements, make recommendations on mitigation opportunities, coordinate with local land use agencies, assist in discussions and negotiations with developers, analyze mitigation amounts required and assist Client in other development mitigation efforts as needed and at the direction of Client staff.

Consulting Service Fee:

An hourly rate of \$195 plus reimbursement pre-approved of out-of-pocket expenses. The budget for Facility Planning Services shall not exceed \$24,725 and the budget for Development Mitigation Services shall not exceed \$25,000. The combined budget for this CSO shall not exceed \$49,725.

Payment Schedule:

Cumulative fees and expenses for CSO No. 2016-1 will be invoiced on a monthly basis.

AGREEMENT WITH THE CSU, CHICO RESEARCH FOUNDATION

Agreement is hereby made between The CSU, Chico Research Foundation, for work to be provided by Education for the Future Initiative, (FOUNDATION) and Marysville Charter Academy for the Arts (CLIENT) according to the following terms, conditions, and provisions:

IDENTITY OF CLIENT: Marysville Charter Academy for the Arts
1917 B Street
Marysville, CA 95901

Contact: Tim Malone
Phone: 530 749-6157
e-mail: tmalone@mjusd.com

FOUNDATION: The CSU, Chico Research Foundation
c/o Patsy Schutz
Education for the Future Initiative
Mailing Address: 400 West First Street
Chico, CA 95929-0230
Phone: (530) 898-4482
Fax: (530) 898-4484
Shipping Address: 35 Main St., Ste 204
Chico, CA 95928-5432

WORKSCOPE: CLIENT desires that FOUNDATION perform, and FOUNDATION agrees to perform, the following work:
One and 1/2 days of training to be facilitated by Bradley Geise on August 11-12, 2016, on the topics of data analysis to inform a shared vision and aggregating implications for planning.

SERVICE: Date work is to begin 11 August 2016
and be completed 12 August 2016

SPECIFICATIONS: Place work is to be performed: Marysville, CA
FOUNDATION will furnish all equipment, tools, materials and supplies, except as follows:

Handout copies are to be provided by CLIENT. FOUNDATION will provide a computer version MASTER file for client to print.

If books are to be purchased, they may be purchased separately through a Purchase Order to publisher, Taylor & Francis Group, generated by CLIENT.

TERMS OF PAYMENT: Payment will be a fixed fee of \$4,000.00. CLIENT shall pay FOUNDATION according to the following terms and schedule:

The payment amount shall not exceed \$4,000.00. Prior to payment, FOUNDATION shall submit an invoice containing name, address, amount of payment. Payment will be made upon completion of the workshops and receipt of invoice.

INDEPENDENCE: FOUNDATION understands FOUNDATION is not the CLIENT's employee and is not entitled to any benefits provided by CLIENT to its employees. FOUNDATION will perform all services in an independent capacity, subject to the CLIENT's direction and control only as to the result and not the manner or means of accomplishing that result. Except as specified above, FOUNDATION shall, at FOUNDATION's sole expense, provide all instrumentalities or supplies, any required licenses or permits, additional helpers or subcontractors, and any other expense incurred by FOUNDATION except as otherwise specified herein.

INSURANCE: FOUNDATION assumes all risks as an independent contractor, and agrees to obtain all insurance necessary for FOUNDATION's protection in connection with work under this agreement.

INDEMNITY: Each party agrees to indemnify, defend and hold harmless the other from any injuries, property damage, or other claims and losses resulting from the activities of each party or the party's agents in performance of this agreement.

OWNERSHIP: FOUNDATION retains ownership of all materials used. CLIENT may use FOUNDATION materials only as agreed to in writing by FOUNDATION.

TERMINATION WITHOUT CAUSE: Either party may terminate this agreement without cause after giving 30 days written notice to the other.

Should CLIENT elect to terminate this agreement without cause less than 30 days prior to the date specified above for work to begin, CLIENT agrees to pay all costs and noncancellable obligations incurred by FOUNDATION prior to notice of termination, including materials costs if applicable and nonrefundable travel costs or travel change fees.

TERMINATION WITH CAUSE: With reasonable cause, either party may terminate this agreement effective immediately upon giving written notice of termination for cause. Reasonable cause shall include material violation of this agreement and any act exposing the other party to liability to others for personal injury or property damage. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

FORCE MAJEURE: Neither CLIENT nor FOUNDATION shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by any cause beyond the reasonable control of CLIENT or FOUNDATION. Notwithstanding the foregoing, CLIENT hereby assumes the risk of cancellation of its event and/or the risk of FOUNDATION's inability to travel due to weather, and agrees to pay all costs and noncancellable obligations incurred by FOUNDATION, including materials costs if applicable and nonrefundable travel costs or travel change fees.

TERMS OF THIS AGREEMENT: This is the entire agreement of the parties and cannot be modified orally. If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in force. This agreement may be supplemented or amended only in writing by agreement of authorized representatives of the parties.

FOUNDATION:

CSU, Chico Research Foundation, Research and Sponsored Programs

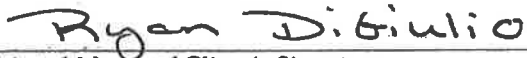
BY:


John Miner, Contracts Officer

Date:

5/26/16

CLIENT:


Printed Name of Client's Signatory

BY:

Signature

Date:

6/28/16

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

The CSU, Chico Research Foundation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☒ Other (see instructions) ▶ **Non-Profit Corporation**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

25 Main Street, Suite 103

6 City, state, and ZIP code

Chico, CA 95929-0870

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

6 8 - 0 3 8 6 5 1 8

Part II Certification


Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶



Date ▶

7/16/2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

284

2016 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent

Name

Payee

Name

THE CSU, CHICO RESEARCH FOUNDATION

☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no.

6 8 - 0 3 8 6 5 1 8

Address (apt./ste., room, PO box, or PMB no.)

25 MAIN STREET, SUITE 103

City (If you have a foreign address, see instructions.)

CHICO

State

CA

ZIP code

95965-0870

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☒ **Tax-Exempt Entities:**The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) 3 (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov and search for privacy notice. To request this notice by mail, call 800.852.5711.

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

Type or print payee's name and title JOHN MINER, CONTRACTS OFFICERTelephone (530) 898-5700

Payee's signature ▶

Date 5/26/16

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2015-16/30

RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY SETTING FORTH THE BOARD'S DESIRE TO APPROVE THE CHILD DEVELOPMENT CONTRACT THAT HAVE BEEN SUBMITTED BY THE CALIFORNIA DEPARTMENT OF EDUCATION AND TO APPROVE THE PROPOSED BUDGET FOR THE FISCAL YEAR 2016-17

WHEREAS, The California Department of Education, Child Development Services, has submitted the 2016-17 contract to the Marysville Joint Unified School District for approval to promote interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy Program.

NOW, THEREFORE, BE IT RESOLVED, that the District approves the following contracts and adopt the income and expenditure accounts budgeted for the 2016-17 school year.

INCOME:

CPKS-6116	12-6052-0- - -8590- -9218	\$ 5,000.00
TOTAL REVENUE		\$ 5,000.00

EXPENDITURES:

	12- -0- - -1000- -	
	12- -0- - -2000- -	
	12- -0- - -3000- -	
	12- -0- - -4000- -	
	12- -0- - -5000- -	
	12- -0- - -6000- -	
	12- -0- - -7000- -	
TOTAL EXPENDITURES		\$ 5,000.00

PASSED AND ADOPTED THIS 28th DAY OF JUNE 2016.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary - Board of Trustees

Bernard P. Rechs
President - Board of Trustees

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 16 - 17

DATE: July 01, 2016

CONTRACT NUMBER: CPKS-6116

PROGRAM TYPE: PREKINDERGARTEN AND
FAMILY LITERACY PROG

PROJECT NUMBER: 58-7273-00-6

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the GENERAL TERMS AND CONDITIONS (GTC-610)*; the PROGRAM REQUIREMENTS FOR THE PREKINDERGARTEN AND FAMILY LITERACY PROGRAM*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC-610 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2016 through June 30, 2017. The total amount payable pursuant to this Agreement shall not exceed \$5,000.00.

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://cde.ca.gov/fg/aa/cd/ftc2016.asp>

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Gay Todd, Superintendent	
TITLE Contracts, Purchasing and Conference Services		ADDRESS 1919 B Street, Marysville, CA 95901	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 5,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General	Department of General Services use only 287
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 24859-7273		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 5,000	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590		STATUTE 2016	
		FISCAL YEAR 2016-2017	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	

CCC-37

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Marysville Joint Unified School District		<i>Federal ID Number</i> 941-63-0816
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Gay Todd, Superintendent		
<i>Date Executed</i> 	<i>Executed in the County of</i> Yuba, CA	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set

forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive

payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all

contractors that are not another state agency or other governmental entity.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2015-16/31

RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY SETTING FORTH THE BOARD'S DESIRE TO APPROVE THE CHILD DEVELOPMENT CONTRACTS THAT HAVE BEEN SUBMITTED BY THE CALIFORNIA DEPARTMENT OF EDUCATION AND TO APPROVE THE PROPOSED BUDGET FOR THE FISCAL YEAR 2016-17

WHEREAS, The California Department of Education, Child Development Services, has submitted the 2016-17 contracts to the Marysville Joint Unified School District for approval to provide preschool and child care services.

NOW, THEREFORE, BE IT RESOLVED that the District approves the following contracts and adopt the income and expenditure accounts budgeted for the 2016-17 school year.

INCOME:

CSPP-6646	12-6105-0- - -8590- -9210	\$ 1,941,152.00
-----------	---------------------------	-----------------

CCTR-6313	12-5025-0- - -8290- -9201	\$ 54,925.00
	12-5025-0- - -8290- -9201	\$ 25,229.00
	12-6105-0- - -8530- -9212	\$ 103,596.00

TOTAL REVENUE	\$2,124,902.00
---------------	----------------

EXPENDITURES:

12- -0- - -1000- -
12- -0- - -2000- -
12- -0- - -3000- -
12- -0- - -4000- -
12- -0- - -5000- -
12- -0- - -6000- -
12- -0- - -7000- -

TOTAL EXPENDITURES	\$2,124,902.00
--------------------	----------------

PASSED AND ADOPTED THIS 28th DAY OF JUNE 2016.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary - Board of Trustees

Bernard P. Rechs
President - Board of Trustees

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 16 - 17**DATE:** July 01, 2016**CONTRACT NUMBER:** CSPP-6646**PROGRAM TYPE:** CALIFORNIA STATE
PRESCHOOL PROGRAM**PROJECT NUMBER:** 58-7273-00-6**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)*; the STATE PRESCHOOL PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC-610 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2016 through June 30, 2017. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$38.53 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,941,152.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	50,380.0
Minimum Days of Operation (MDO) Requirement	175

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2016.asp>.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Gay Todd, Superintendent	
TITLE Contracts, Purchasing and Conference Services		ADDRESS 1919 B Street, Marysville, CA 95901	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,941,152	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-7273	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,941,152	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2016
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590		FISCAL YEAR 2016-2017	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	

294

CCC-37

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Marysville Joint Unified School District		<i>Federal ID Number</i> 941-63-0816
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Gay Todd, Superintendent		
<i>Date Executed</i> 	<i>Executed in the County of</i> Yuba, CA	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

295

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set

forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive

payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all

contractors that are not another state agency or other governmental entity.

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 16 - 17

DATE: July 01, 2016

CONTRACT NUMBER: CCTR-6313

PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMS

PROJECT NUMBER: 58-7273-00-6

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC-610 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2016 through June 30, 2017. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$38.29 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$183,750.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	4,799.0
Minimum Days of Operation (MDO) Requirement	236

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2016.asp>

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Gay Todd, Superintendent	
TITLE Contracts, Purchasing and Conference Services		ADDRESS 1919 B Street, Marysville, CA 95901	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 183,750	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 183,750	ITEM See Attached	CHAPTER	STATUTE FISCAL YEAR
OBJECT OF EXPENDITURE (CODE AND TITLE) 702			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

300

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-6313

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 54,925	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.596 13609-7273	PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 54,925	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 25,229	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.575 15136-7273	PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 25,229	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 103,596	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7273			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 103,596	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

301

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Marysville Joint Unified School District		<i>Federal ID Number</i> 941-63-0816
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Gay Todd, Superintendent		
<i>Date Executed</i> 	<i>Executed in the County of</i> Yuba, CA	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments

under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov,

and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for

304

preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CO-8 (REV. 8/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction:

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

1919 B Street

Marysville, Yuba County

California, 95901

Check ☐ if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 78, Subpart F, for grantees, as defined at 45 CFR Part 78, Sections 78.605 and 78.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)

CONTRACT # CCTR - 6313

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Gay Todd, Superintendent

SIGNATURE

DATE

307

Marysville Joint USD

Board Policy

Supplemental Instruction

BP 6179

Instruction

~~Cautionary Notice 2010-13: AB 1610 (Ch. 724, Statutes of 2010) amended Education Code 37252.2 to relieve districts from the obligation, until July 1, 2013, to perform any activities that are deemed to be reimbursable state mandates under that section. As a result, certain provisions of the following policy or administrative regulation that reflect those requirements may be suspended.~~

The Board of Education recognizes that high-quality supplemental instructional programs can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. **The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.**

(cf. 0460 - Local Control and Accountability Plan)

(cf. 5113.1 - Chronic Absence and Truancy)

~~(cf. 5113.1 - Truancy)~~

(cf. 5147 - Dropout Prevention)

~~(cf. 5148.2 - Before/After School Programs)~~

~~(cf. 5149 - At Risk Students)~~

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

(cf. 6164.5 - Student Success Teams)

Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas or physical education.

(cf. 5148.2 - Before/After School Programs)

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6177 - Summer Learning Programs)

As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.

(cf. 1020 - Youth Services)

When determined to be necessary by the principal or designee, a student may be required to participate in supplemental instruction outside the regular school day. In such cases, written parent/guardian consent shall be obtained for the student's participation.

Supplemental instruction shall be offered to:

~~The district shall offer direct, systematic, and intensive supplemental instruction for:~~

1. ~~Students in grades 2-9 who have been retained or recommended for retention shall be eligible for supplemental instruction under the following circumstances:~~ **at their current grade level (Education Code 37252.2, 48070.5)**

(cf. 5123 - Promotion/Acceleration/Retention)

2. **Eligible students from low-income families whenever the district or a district school receiving federal Title I funds has been identified by the California Department of Education for program improvement for two or more consecutive years (20 USC 6316)**

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

In addition, supplemental instruction may be offered to:

1. **Students who are identified as being at risk for retention based on state assessment results, grades, or other indicators**

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.51 - State Academic Achievement Tests)

2. **Students who demonstrate academic deficiencies that may jeopardize their attainment of academic standards**

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6142.94 - History-Social Science Instruction)

3. High school students who need support to successfully complete courses required for graduation

~~2. — Students in grades 7–12 who do not demonstrate "sufficient progress" toward passing the state exit examination required for high school graduation, in order to help them pass the examination — (Education Code 37252, 60851)~~

~~(cf. 6162.52 — High School Exit Examination)~~

~~"Sufficient progress" shall be determined based on a student's results on the state Standardized Testing and Reporting assessments and the minimum levels of proficiency recommended by the State Board of Education and student achievement on district benchmark assessments.~~

~~(cf. 6162.51 — Standardized Testing and Reporting Program)~~

~~In addition, students who do not possess sufficient English language skills to be assessed shall be considered students who do not demonstrate sufficient progress towards passing the exit examination and shall receive supplemental instruction designed to help them succeed on the exit examination. — (Education Code 37252)~~

~~3. — Students who are required to pass the high school exit examination and who have failed one or both parts of the examination, when state funding for this purpose is provided — (Education Code 37254)~~

~~4. — Eligible students from low income families whenever the district or a district school receiving federal Title I funds has been identified by the California Department of Education for program improvement for two or more years — (20 USC 6316)~~

~~(cf. 0520.2 — Title I Program Improvement Schools)~~

~~(cf. 0520.3 — Title I Program Improvement Districts)~~

Optional Supplemental Programs

~~As funding, facilities, and staffing permit, supplemental instruction may be offered to:~~

~~1. — Students in grades 2–6 who have been identified as being "at risk" of retention pursuant to Education Code 48070.5 (Education Code 37252.8)~~

~~2. — Students in grades 2–6 who have been identified as having a deficiency in mathematics, reading, or written expression based on the results of the Standardized Testing and Reporting Program — (Education Code 37252.8)~~

~~3. — Students in grades K–12 who seek enrichment in mathematics, science, or other core academic areas designated by the Superintendent of Public Instruction — (Education Code 37253)~~

(cf. 6143—Courses of Study)

4. — Students in grades K-4 who need or desire intensive reading opportunities that meet standards for a research-based comprehensive reading program, including appropriate support to address the needs of English language learners (Education Code 41505-41508)

(cf. 6142.91—Reading/Language Arts Instruction)

(cf. 6174—Education for English Language Learners)

5. — Students in grades 7-8 who need or desire intensive opportunities to practice skills in algebra and/or pre-algebra (Education Code 41505-41508)

(cf. 6142.92—Mathematics Instruction)

Required Student Participation

The Superintendent or designee may require participation in a supplemental instructional program for: (Education Code 37252.2, 37254.1)

1. — Students in grades 7-12 who demonstrate insufficient progress toward the exit examination required for high school graduation pursuant to Education Code 37252

2. — Students in grades 2-9 who are retained or recommended for retention pursuant to Education Code 37252.2

3. — Students in grades 2-6 who are "at risk" of retention or are deficient in mathematics, reading, or written expression pursuant to Education Code 37252.8

4. — Students in grades K-12 participating in enrichment programs in core academic subjects pursuant to Education Code 37253

The Superintendent or designee shall obtain written parent/guardian consent for a student's participation in the supplemental instructional program.

Legal Reference:

EDUCATION CODE

37200-37202 School calendar

37223 Weekend classes

37252-37254 Supplemental instruction

41505-41508 Pupil Retention Block Grant

42239 Supplemental instruction, apportionments

44259 Comprehensive reading program

42238.01-42238.07 Local control funding formula

46100 Length of school day
 48070-48070.5 Promotion and retention
48985 Translation of notices
 48200 Compulsory education
 51210 Courses of study, elementary schools
 51220 Courses of study, secondary schools
52060-52077 Local control and accountability plan
 60603 Definitions, core curriculum areas
60640-60649 California Assessment of Student Performance and Progress
60850-60859 High school exit examination, especially:
60851.5 Suspension of high school exit examination
~~60640-60648—Standardized Testing and Reporting Program~~
~~60850-60859—High school exit examination~~
~~REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS~~
~~52012—Establishment of school site council~~
~~52014-52015—School plans~~
~~53025-53031—Intensive reading instruction~~
~~53091-53094—Intensive algebra instruction~~
 CODE OF REGULATIONS, TITLE 5
 11470-11472 Summer school
 UNITED STATES CODE, TITLE 20
 6316 Program improvement schools and districts

Management Resources:

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Supplemental Educational Services, ~~June 13, 2005~~ **January 14, 2009**

Innovations in Education: Creating Strong Supplemental Educational Services Programs, May 2004

WEB SITES

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

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

U.S. Department of Education: <http://www.ed.gov>

Policy

adopted: March 11, 2008

revised: *(agendized for Board approval on 6/28/16)*

MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

Marysville, California

Marysville Joint USD

Administrative Regulation

Supplemental Instruction

AR 6179-
Instruction

~~Cautionary Notice 2010-13: AB 1610 (Ch. 724, Statutes of 2010) amended Education Code 37252.2 to relieve districts from the obligation, until July 1, 2013, to perform any activities that are deemed to be reimbursable state mandates under that section. As a result, certain provisions of the following policy or administrative regulation that reflect those requirements may be suspended.~~

~~Supplemental instructional programs shall be offered outside the regular school day. Such programs may be offered during the summer, before school, after school, on Saturday, and/or during intersessions. (Education Code 37252, 37252.2, 37252.8, 37253)~~

~~(cf. 5148.2 – Before/After School Programs)
(cf. 6111 – School Calendar)
(cf. 6112 – School Day)
(cf. 6176 – Weekend/Saturday Classes)
(cf. 6177 – Summer School)~~

~~Priority for enrollment in supplemental instruction offered at a time other than Saturday shall be given to any student whose parent/guardian has informed the Superintendent or designee that the student is unable to attend a Saturday school program for religious reasons. (Education Code 37252, 37252.2, 37252.8, 37253)~~

Supplemental Instruction Based on Retention or Academic Deficiencies

~~Students in grades 2-9 who have been retained or recommended for retention shall be eligible for supplemental instruction under the following circumstances: (Education Code 37252.2)~~

- ~~1. — For the purposes of this program, a student shall be considered to be enrolled in a grade immediately upon completion of the preceding grade.~~
- ~~2. — Students who were enrolled in grade 6 or 9 during the prior school year shall be eligible for summer school instruction.~~

~~(cf. 5123 – Promotion/Acceleration/Retention)~~

~~To the extent that the district provides supplemental instruction to students in grades 2-6 who are identified as being at risk of retention or as having deficiencies in mathematics, reading, or written expression, those students also shall be subject to the provisions set forth in items #1 and #2 above. (Education Code 37252.8)~~

~~The Superintendent or designee shall seek the active involvement of parents/guardians and classroom teachers in the development and implementation of supplemental instructional programs. (Education Code 37252.2, 37252.8)~~

~~An intensive remedial program in reading or written expression shall, as needed, include instruction in phonemic awareness, systematic explicit phonics and decoding, word attack skills, spelling and vocabulary, explicit instruction of reading comprehension, writing, and study skills. (Education Code 37252.2, 37252.8)~~

~~(cf. 6142.91—Reading/Language Arts Instruction)~~

~~Supplemental Instruction Based on Progress Toward Passing Exit Examination~~

~~Students in grades 7-12 who do not demonstrate "sufficient progress," as defined in Board policy, toward passing the state exit examination required for high school graduation shall be eligible for supplemental instruction under the following circumstances: (Education Code 37252)~~

~~1. For the purposes of this program, a student shall be considered to be enrolled in a grade immediately upon completion of the preceding grade.~~

~~2. Students who were enrolled in grade 12 during the prior school year shall be eligible for supplemental instructional programs.~~

~~(cf. 6146.1—High School Graduation Requirements)~~

~~(cf. 6162.52—High School Exit Examination)~~

~~(cf. 6174—Education for English Language Learners)~~

~~The curriculum of the supplemental instruction program shall reflect state academic content standards to the extent that the district curriculum is aligned with those state standards, and shall be designed to assist students to succeed on the exit examination. (Education Code 60851)~~

~~(cf. 6011—Academic Standards)~~

~~Any intensive instruction and services designed to help students pass the exit examination after they have failed to pass one or both parts of the examination shall be provided as follows: (Education Code 37254)~~

~~1. Each eligible student shall receive an appropriate diagnostic assessment to identify his/her areas of need and shall receive intensive instruction and services based on the results of that assessment.~~

~~2. The intensive instruction and services may include, but not be limited to:~~

~~a. Individual or small group instruction~~

~~b. The hiring of additional teachers~~

~~e. Purchasing, scoring, and reviewing diagnostic assessments~~

~~d. Counseling~~

~~(cf. 6164.2—Guidance/Counseling Services)~~

~~e. Designing instruction to meet specific needs of eligible students~~

~~f. Appropriate teacher training to meet the needs of eligible students~~

~~(cf. 4131—Staff Development)~~

~~3. The intensive instruction and services may be provided during the regular school day provided that they do not supplant the student's instruction in the core curriculum areas defined in Education Code 60603 or physical education.~~

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

Marysville Joint USD

Board Policy

Claims And Actions Against The District

BP 3320

Business and Noninstructional Operations

Any and all claims for money or damages against the district shall be presented to and acted upon in accordance with Board policy and administrative regulation **which have been adopted by the Governing Board pursuant to Government Code Section 935.**

Compliance with this policy and accompanying administrative regulation is a prerequisite to any court action, unless the claim is governed by statutes or regulations which expressly free the claimant from the obligation to comply with district policies and procedures and the claims procedures set forth in the Government Code **Section 905, unless the claim is governed by statutes or regulations which expressly free the claimant from the obligation to comply with this policy and the claims procedures set forth in the Government Code.**

The Board of Education delegates to the Superintendent the authority to allow, compromise or settle claims of \$50,000 or less. (Government Code 935.4)

This policy is intended to apply retroactively to any existing causes of action and/or claims for money and/or damages.

Roster of Public Agencies

The Superintendent or designee shall file the information required for the Roster of Public Agencies with the Secretary of State and the County Clerk. Any changes to such information shall be filed within 10 days after the change in facts. (Government Code 53051)

This information shall include the name of the school district, the mailing address of the Board, and the names and addresses of the Board presiding officer, the Board clerk or secretary and other members of the Board. (Government Code 53051)

Legal Reference:

EDUCATION CODE

35200 Liability for debts and contracts

35202 Claims against districts; applicability of Government Code

GOVERNMENT CODE

800 Cost in civil actions

810-996.6 Claims and actions against public entities

53051 Information filed with secretary of state and county clerk

PENAL CODE

72 Fraudulent claims

COURT DECISIONS

CSEA v. Azusa Unified School District, (1984) 152 Cal.App.3d 580

Policy MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: *(agendized on 6/28/16 board agenda)*

Marysville Joint USD

Administrative Regulation

Claims And Actions Against The District

AR 3320

Business and Noninstructional Operations

~~Time Limitations~~

~~The following time limitations apply to claims against the district:~~

- ~~1. — Claims for money or damages relating to a cause of action for death or for injury to person, personal property or growing crops shall be presented to the Board of Education not later than six months after the accrual of the cause of action. (Government Code 905, 911.2)~~
- ~~2. — Claims for money or damages specifically excepted from Government Code 905 shall be filed not later than six months after the accrual of the cause of action. (Government Code 905, 911.2, 935)~~
- ~~3. — Claims for money or damages as authorized in Government Code 905 and not included in item #1 above, including claims for damages to real property, shall be filed not later than one year after the accrual of the cause of action. (Government Code 905, 911.2)~~

Claim Presentation Requirements

California law requires that prior to filing a complaint against the Marysville Joint Unified School District or its employees, the claimant must present a claim under the California Tort Claims Act. (Government Code 911 et seq.)

Time Limitations to Present Claim

1. Claims for money or damages relating to a cause of action for death or for injury to person, personal property or growing crops shall be presented to the Governing Board no later than six months after the accrual of the cause of action. (Government Code 905, 911.2)
2. Pursuant to Government Code 935, claims for money or damages that are listed as exceptions in Government Code 905 shall be presented not later than six months after the accrual of the cause of action. Such claims include:
 - (a) Claims under the Revenue and Taxation Code or other statute prescribing procedures for the refund, rebate, exemption, cancellation, amendment, modification, or adjustment of any tax, assessment, fee, or charge or any portion thereof, or of any penalties, costs, or charges related thereto;

- (b) Claims in connection with which the filing of a notice of lien, statement of claim, or stop notice is required under any law relating to liens of mechanics, laborers, or material men;**
- (c) Claims by public employees for fees, salaries, wages, mileage, or other expenses and allowances;**
- (d) Claims for which the workers' compensation authorized by Division 4 (commencing with Section 3200) of the Labor Code is the exclusive remedy;**
- (e) Applications or claims for any form of public assistance under the Welfare and Institutions Code or other provisions of law relating to public assistance programs, and claims for goods, services, provisions, or other assistance rendered for or on behalf of any recipient of any form of public assistance;**
- (f) Applications or claims for money or benefits under any public retirement or pension system;**
- (g) Claims for principal or interest upon any bonds, notes, warrants, or other evidences of indebtedness;**
- (h) Claims that relate to a special assessment constituting a specific lien against the property assessed and that are payable from the proceeds of the assessment, by offset of a claim for damages against it or by delivery of any warrant or bonds representing it;**
- (i) Claims by the state or by a state department or agency or by another local public entity or by a judicial branch entity;**
- (j) Claims arising under any provision of the Unemployment Insurance Code, including, but not limited to, claims for money or benefits, or for refunds or credits of employer or worker contributions, penalties, or interest, or for refunds to workers of deductions from wages in excess of the amount prescribed;**
- (k) Claims for the recovery of penalties or forfeitures made pursuant to Article 1 (commencing with Section 1720) of Chapter 1 of Part 7 of Division 2 of the Labor Code;**
- (l) Claims governed by the Pedestrian Mall Law of 1960 (Part 1 (commencing with Section 11000) of Division 13 of the Streets and Highways Code);**
- (m) Claims made pursuant to Section 340.1 of the Code of Civil Procedure for the recovery of damages suffered as a result of childhood sexual abuse. This subdivision shall apply only to claims arising out of conduct occurring on or after January 1, 2009;**

- (n) **Claims made pursuant to Section 701.820 of the Code of Civil Procedure for the recovery of money pursuant to Section 26680; and**
- (o) **Claims made pursuant to Section 49013 of the Education Code for reimbursement of pupil fees for participation in educational activities. (Government Code 905, 911.2, 935)**

3. Claims for money or damages as authorized in Government Code 905 and not included in paragraph #1 or paragraph #2 above, including claims for damages to real property, shall be presented not later than one year after the accrual of the cause of action. (Government Code 905, 911.2)

Claims against the District shall further be subject to the provisions of Government Code 945.4 relating to the prohibition of suits in the absence of the presentation of claims and action thereon by the District.

Late Claims

Any person presenting a claim under item #1 or #2 above later than six months after the accrual of the cause of action shall present, along with the claim, an application to file a late claim. Such claim and application to file a late claim shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.4)

If a claim under item #1 or #2 is filed late and is not accompanied by an application to file a late claim, the Board or Superintendent shall, within 45 days, give written notice that the claim was not filed timely and that it is being returned without further action.

The Board or Superintendent shall grant or deny the application to file a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board or Superintendent provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board or Superintendent shall grant the application to file a late claim under any one of the following circumstances: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise or excusable neglect and the district was not prejudiced in its defense of the claim by the failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim.

4. The person who sustained the alleged injury, damage or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in the form set forth in Government Code 911.3. (Government Code 911.3)

If the Board or Superintendent does not take action on the application to file a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless such time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Delivery and Form of Claim

A claim, any amendment thereto, or an application to present a late claim shall be deemed presented and received when delivered to the office of the Superintendent or deposited in a post office, subpost office, substation, or mail chute or other like facility maintained by the U.S. Government, in a sealed envelope properly addressed to the district office with postage paid. (Government Code 915, 915.2)

Claims shall be submitted on the district claim form. The Board or Superintendent may return a claim not using the district's claim form and the claim may be resubmitted using the district's form. (Government Code 910.4)

Notice of Claim Insufficiency

The Superintendent shall review all claims for sufficiency of information.

If the claim is found insufficient or found not to satisfy the form requirements under Government Code 910.4, the Board or Superintendent may, within 20 days of receipt of the claim, either personally deliver or mail to the claimant, at the address stated in the claim or application, a notice stating with particularity the defects or omission in the claim. (Government Code 910.8, 915.4)

The Superintendent or Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendments to Claim

Claims may be amended within the time limits provided under the section entitled "Time Limitations" above or prior to final action by the Board, whichever is later, if the claim, as amended, relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Action on Claim

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not been commenced or barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Superintendent or designee shall transmit to the claimant written notice of action taken or inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim or application. (Government Code 913, 915.4)

Regulation MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
approved: March 11, 2008 Marysville, California
revised: *(agendized on 6/28/16 board meeting)*

Marysville Joint USD

Board Policy

Awards For Achievement

BP 5126

Students

The Board of Education encourages excellence as a goal for all students and wishes to publicly recognize students for unique or exemplary achievements in academic, extracurricular or community service activities. The purpose of such awards shall be consistent with school goals.

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5127 - Graduation Ceremonies and Activities)

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, **or** plaque. ~~or cash gift.~~

The Superintendent or designee shall develop procedures for the appropriate selection of student award recipients.

Merit Diplomas

At graduation from high school, special recognition shall be awarded to those students whose academic achievements have been outstanding.

The Superintendent or designee shall identify high school students who have demonstrated mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma. (Education Code 51454)

Scholarship and Loan Fund

The Board may maintain a scholarship fund which may be used to provide scholarships or grants-in-aid to bona fide organizations, students or graduates of district schools. (Education Code 35315)

(cf. 1260 - Educational Foundation)

(cf. 3290 - Gifts, Grants and Bequests)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35310-35319 Scholarship and loan funds

44015 Awards to employees and students

51450-51455 Golden State Seal Merit Diploma

CODE OF REGULATIONS, TITLE 5

876 Golden State Seal Merit Diploma

Management Resources:

WEB SITES

California Department of Education, Golden State Seal Merit Diploma:

<http://www.cde.ca.gov/ta/tg/sr/meritdiploma.asp>

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

Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: *(agendized on 6/28/16 board agenda)*