

APPEAL-DEMOCRAT

1530 Ellis Lake Drive

Marysville, CA 95901

(530) 749-4700

TOTAL DOLLAR INVESTMENT CONTRACT

In consideration of the rates given to the undersigned, as shown by the schedule of rates set forth, the **ADVERTISER** agrees to buy and the **PUBLISHER** agrees to sell and publish in the Appeal-Democrat, in accordance with the conditions set forth in the publishers official rate card dated, **MARCH 1, 2015**, with the following provisions:

Marysville Joint Unified (Account # 20457) agrees to purchase a minimum of \$ 8000 dollars of advertising space during a 12 month period commencing 7/9/15, and concluding 7/8/16, at a per column inch rate of:

Retail/Classified:

Daily: \$16.75

Sunday: \$17.59

Color:

Single: \$3.00

Process: \$10.00

Other: This Contract covers the following accounts: 26922, 10457, and 20457,

30457, 29687

- 1). If the **ADVERTISER** fails to purchase the agreed to volume, the **ADVERTISER** will be billed at the rate commensurate with the appropriate higher increment level.
- 2). The **ADVERTISER** shall make payment within 20 days of the billing date indicated on the Company's statement, and in the event that it fails to make payment within such time, the **PUBLISHER** may reject advertising copy and/or immediately cancel this agreement. If this agreement is cancelled due to **ADVERTISER'S** failure to make timely payment, the **PUBLISHER** may re-bill the **ADVERTISER** for the outstanding balance due at the current published open or earned contract rate in effect, whichever is applicable.
- 3). The **ADVERTISER** grants publisher the right to fax sales related materials.
- 4). The **PUBLISHER** agrees to keep this agreement in force for the period specified above.
- 5). The **ADVERTISER** agrees to adhere to all conditions as set forth in the **PUBLISHER'S** official rate card and investment contract.

Dated: _____

Billing Address: _____

Phone Number: _____

Authorized Name (Please Print)

Appeal-Democrat Account Executive

Authorized Signature

Appeal-Democrat Retail Advertising Manager

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GENERAL TERMS AND CONDITIONS

1. Definition of Advertisements. The term "Advertisements" includes any content and material (including without limitation graphics, photographs, artwork, illustrations, animation, design work, names, trademarks, trade names, logos and other data, regardless of the media in which they are submitted) provided under this Agreement by Advertiser or an agent or representative of Advertiser.

2. Scope of Publication/Usage. Advertiser hereby grants to the Company an irrevocable, worldwide license in perpetuity to the Advertisements, including but not limited to the rights to: (i) publish, display, copy, syndicate, republish, redisplay, license and sublicense the Advertisements in print or any other media known or later invented, including electronic or digital media (including broadcast, cable, satellite, audio or online), (ii) distribute the Advertisements as integrated within a publication (e.g., display or classified advertising in a newspaper), in connection with a publication (e.g., free standing insert), and/or as standalone/solo pieces (e.g., mailed or stuffed in envelopes), and (iii) include the Advertisements in archival, database, aggregation, search or retrieval services (whether maintained by the Company or third parties). The foregoing rights in the Advertisements may be exercised by any entity, whether the Company or otherwise, to accomplish and effect the purposes of this Agreement.

3. Representation/Warranties. Advertiser represents and warrants that: (i) Advertisements as submitted to the Company will not infringe any copyright, patent, trade secret, trademark, moral right, or other intellectual property or proprietary, contractual or personal right held by any third party; (ii) Advertisements will not contain any defamatory, libelous, obscene or otherwise unlawful content and do not constitute unfair competition; (iii) Advertiser has all rights necessary to grant usage of the Advertisements as contemplated by this Agreement, and the Company's use of the Advertisements as contemplated herein will not breach any contract or infringe upon or violate (or cause the Company to breach, infringe or violate) the rights of any third party or any applicable laws, ordinances, regulations or guidelines infringe or violate any such right or law; (iv) no permissions of or payments to third parties will be required from the Company for the use of the Advertisements as contemplated herein; and (v) Advertiser has all legal right and power to enter into this Agreement.

4. Rejection Right/Cancellation Procedure. The Company shall have the right to reject any Advertisement for any reason whatsoever. No Advertisement will be canceled by Advertiser after the deadline for submission applicable to such Advertisement. If an Advertisement is not properly canceled and withdrawn by Advertiser or its agents or representatives, Advertiser agrees to pay the company a 50% cancellation fee.

5. Remedies for Errors/Omissions. If Advertiser provides written notification to the Company prior to the applicable proof publication deadline of errors or omissions in an Advertisement caused by the Company and the Company fails to correct the errors or omissions noted, the Company may, at its sole discretion, take one or more of the following actions: (i) credit the Advertiser's account for the cost of such Advertisement, (ii) republish the Advertisement as corrected at no extra charge, and (iii) adjust the rate applicable to such Advertisement, with the amount of the adjustment based on a ratio, the numerator of which is the space occupied by the erroneous portion of the Advertisement and the denominator of which is the entire space occupied by the Advertisement, multiplied by the rate applied to that Advertisement. The Company shall have no liability for any subsequent publication of the same erroneous Advertisement, unless Advertiser provides notice of the error to the Company as set forth above.

6. Limitation of Liability/Release. Except as expressly provided in Section 5 of this Agreement, neither the company nor any entity performing services for the Company in connection with this Agreement shall be liable to Advertiser, its agents or its representatives for damages or losses of any kind, whether due to an error or omission in any Advertisement, failure to publish or distribute any advertisement, incorrect publication date or positioning of an Advertisement, or otherwise. The Company shall not be liable to Advertiser, its agents or its representatives for any consequential, incidental, indirect, special or punitive loss or damages of any kind, including lost profits (even if such party has been advised of the possibility of the loss or damage), by reason of any act or omission in the performance of this Agreement. The company makes no representations or warranties of any kind, either express or implied, as to any matter, including, but not limited to, implied warranties of fitness for a particular purpose, merchantability, or otherwise. Advertiser waives all losses, damages or costs it may incur and all claims or causes of action it may possess which exist or which may accrue in the future arising from, directly or indirectly, or in any way related to Advertisements, samples, artwork, original materials or other items submitted by Advertiser, its agents or its representatives, except to the extent that such losses, damages or costs are caused by the gross negligence of the Company.

7. Indemnification. Advertiser agrees to defend, indemnify and hold harmless the Company, its affiliates and any entity performing services for the Company in connection with this Agreement against all claims, causes of action, demands, losses, damages and costs (including attorneys' fees) arising from, directly or indirectly, or any way related to: (i) any Advertisements submitted under this Agreement, (ii) any samples or other items included in or furnished with Advertisements and internet links appearing with Advertisements, (iii) the sale, offer for sale or distribution of any products or services advertised or referred to in the Advertisement or otherwise provided by Advertiser, or (iv) any breaches or misrepresentations by Advertiser in connection with its representations, warranties and covenants made under this Agreement.

8. Force Majeure. The delay or failure of either party in whole or in part, to perform any of its obligations hereunder shall be excused if and to the extent such delay or failure to perform is caused directly due to other circumstances beyond the reasonable control of the party responsible for performance, such as accidents, fires, explosions, strikes, labor disputes, shortages of labor, interruption of or delay in transportation, inadequacy or shortage or failure of power or supply of materials or equipment, breakdown, war or terrorism; provided, however, that either party may terminate this Agreement if its or the other party's delay or failure to perform continues uninterrupted for thirty (30) days.

9. Advertiser Deadlines and Specifications. Advertiser acknowledges that its placement of Advertisements is subject to the deadlines and specifications applicable to the Advertisements at the time that the Advertisements are placed. The deadlines and specifications are set forth on the rate card applicable to the Advertisements and are incorporated into this Agreement as though they were set out in full. Advertising contracts may not be sold, assigned or transferred to another party. Contract applies only to the business named on the contract. Like businesses owned solely by contract holder may be incorporated into an overall contract at time of contract signing.

10. Responsibility for Payment of Advertisements. Advertiser agrees to be responsible for the payment of all charges for Advertisements, whether placed by Advertiser or Advertiser's agents or representatives, and Advertiser and its agents are each obligated, jointly and severally, to pay any and all amounts owed for Advertisements. Payment by Advertiser to an advertising agency shall not discharge Advertiser from its liability to the Company for all Advertisements published, and, in the event of disputes involving payments owed or made through advertising agencies, Advertiser acknowledges that the Company is a third-party beneficiary of all such agreements and may contact and/or pursue directly advertising agencies regarding such disputes. Advertiser further agrees that neither Advertiser nor any of its agents or representatives has any authority to incur, assume or create any debt, obligation or contract of any kind whatsoever in the name or on behalf of Company or its affiliates. Advertiser shall not hold itself out as an agent or representative of the Company, and Advertiser and its agents and representatives shall not broker advertising space in the Company's products on behalf of the Company or other parties. Company will render statements to Advertiser or its advertising agency at the end of each month, or at such other intervals as determined by Company. Advertiser agrees to pay Company the amount thereof within 20 days of the date of the statement. The undersigned acknowledges and agrees with the Appeal-Democrat's payment terms: all advertising charges are due within 20 days of the original invoice date. Charges that are older than 20 days from the original invoice are in arrears. Advertisers with charges over 60 days past the original invoice date will be permitted to advertise only on a cash basis with order and only after arrangements have been made for prompt payment of their balance. A **FINANCE CHARGE OF 1.5% PER MONTH** will be added on all charges which are in arrears 30 days from the original invoice date. Advertisers with unpaid charges over 90 days will not be permitted to advertise.

11. Termination. In the event that this Agreement is terminated for any reason other than under Sec. 8, the terms of Sec. 1 of the front page of this Agreement shall apply.

12. Miscellaneous. This Agreement, and the material incorporated by reference, comprises the entire agreement between Advertiser and the Company pertaining to the subject matter of this Agreement. The terms of this Agreement apply only to Advertisements placed by Advertiser or by an advertising agency on behalf of Advertiser and shall not apply to any affiliates of Advertiser unless such affiliates explicitly are listed as part of "Advertiser" on the front page of this Agreement. If the Company waives enforcement of any term of or right created by this Agreement for any act or failure of Advertiser, that waiver shall not constitute a waiver of any future or subsequent act or failure of Advertiser. Advertiser agrees that there are no promises, representations, agreements or understandings, express or implied, whether oral or written, other than those set out in this Agreement, and that this Agreement supersedes all prior negotiations and agreements, whether written or oral, express or implied. The terms of this Agreement may only be changed or modified in writing, signed by the Advertiser and the Company's specifically authorized representative. This Agreement will be interpreted under and governed by the laws of the State of California. Neither this Agreement nor any of the rights, duties or obligations of the Advertiser may be assigned or delegated without the prior written consent of the Company.

Includes Purchase Orders dated 06/01/2015 - 06/30/2015

Board Meeting Date July 28, 2015

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|-------------------------------------|-------------------------------|--|-----------------------|------------------|
| Location Abe Lincoln (50) | | | | |
| P16-00125 | SMILE BUSINESS PRODUCTS, INC. | Independent Study Copier Rental | 01-5621-0000 | 900.00 |
| | | | 01-5630-0000 | 2,149.91 |
| | | | Total Location | 3,049.91 |
| Location Accounting (104A) | | | | |
| P15-03507 | ESCAPE TECHNOLOGY | MAY CUSTOM DEVELOPMENT | 01-5801-0000 | 225.00 |
| Location Accounting/Payroll (103) | | | | |
| P16-00066 | ESCAPE TECHNOLOGY | ANNUAL LICENSE FEE 15-16 S.Y. | 01-5621-0000 | 82,500.00 |
| P16-00098 | Sharp Electronics Corp. | Accounting Dept. Copier Maint 15-16 SY | 01-5621-0000 | 600.00 |
| P16-00099 | Peak-Ryzex Inc. | Maint. 2015-16 SY | 01-5621-0000 | 1,728.00 |
| P16-00102 | Sharp Electronics Corp. | Payroll Dept. Copier Service 15-16 SY | 01-5621-0000 | 650.00 |
| | | | Total Location | 85,478.00 |
| Location After School Program (107) | | | | |
| P15-03514 | SUTTER BUTTES COMMUNICATIONS | Covillaud STARS | 01-5641-6010 | 110.00 |
| P16-00107 | ADVANCED DOCUMENT CONCEPTS | STARS Office Copier Maint. 15/16 SY | 01-5621-6010 | 250.00 |
| P16-00138 | OFFICE DEPOT B S D | MCK and YGS STARS Open PO | 01-4300-6010 | 500.00 |
| | | | Total Location | 860.00 |
| Location Arboga Elementary (01) | | | | |
| P15-03461 | AMAZON.COM | Classroom Supplies/KELLY | 01-4200-3010 | 8.59 |
| P15-03462 | AMAZON.COM | Classroom Supplies/STONEBARGER | 01-4200-3010 | 16.58 |
| P15-03463 | AMAZON.COM | Classroom Supplies/WHITLOW | 01-4200-3010 | 116.67 |
| P15-03466 | AMAZON.COM | Classroom/HANSEN | 01-4200-3010 | 141.59 |
| P15-03467 | AMAZON.COM | Classroom/PHA | 01-4200-3010 | 155.72 |
| P15-03468 | AMAZON.COM | Classroom/K-1 | 01-4200-3010 | 73.15 |
| P15-03469 | AMAZON.COM | Classroom/K-1 | 01-4200-3010 | 75.18 |
| P15-03470 | AMAZON.COM | Classroom/1st | 01-4200-3010 | 20.12 |
| P15-03471 | AMAZON.COM | Supplies/PRESTON | 01-4300-1100 | 82.02 |
| P15-03472 | AMAZON.COM | Classroom/XIONG | 01-4300-1100 | 34.24 |
| P15-03473 | AMAZON.COM | Supplies/PRESTON | 01-4300-1100 | 338.57 |
| P15-03493 | AMAZON.COM | Classroom Supplies/XIONG | 01-4200-3010 | 356.01 |

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

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Includes Purchase Orders dated 06/01/2015 - 06/30/2015

Board Meeting Date July 28, 2015

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|---|---|-----------------------|-------------------|
| Location Arboga Elementary (01) (continued) | | | | |
| P16-00062 | ADVANCED DOCUMENT CONCEPTS | ARB Copier Rental/Maint. 15-16 SY | 01-5621-1100 | 5,276.00 |
| | | | 01-5630-0003 | 1,900.00 |
| P16-00063 | ADVANCED DOCUMENT CONCEPTS | ARB Copier Maint. 15/16 SY | 01-5621-1100 | 1,600.00 |
| P16-00064 | US BANK | Arboga Copier Lease | 01-5630-0003 | 1,225.50 |
| P16-00082 | HEWLETT-PACKARD COMPANY | ARB Laptop | 01-4410-1100 | 1,021.33 |
| | | | Total Location | 12,441.27 |
| Location Browns Valley Elementary (03) | | | | |
| P15-03568 | MYERS-STEVENSON & CO INC | Field Trip | 01-4300-1100 | 36.75 |
| P16-00056 | SMILE BUSINESS PRODUCTS, INC. | Browns Valley Copier Rental/Maintenance | 01-5621-1100 | 540.00 |
| | | | 01-5630-1100 | 2,149.91 |
| | | | Total Location | 2,726.66 |
| Location Business Services (106) | | | | |
| P15-03549 | LINDA COUNTY WATER DISTRICT | ADA July 1, 2014- June 30, 2015 | 01-5530-0000 | 26,302.85 |
| P15-03556 | NCSIG | Claim #150198 06/01/15 Property Damage | 01-5451-0000 | 192.75 |
| P16-00045 | NCSIG | Annual Premium Coverage 2015-2016 | 01-5450-0000 | 707,844.00 |
| P16-00049 | KEENAN & ASSOCIATES | Storage Tank Renewal 15-16 | 01-5450-0000 | 1,935.00 |
| P16-00058 | HARTFORD INSURANCE | FLOOD INSURANCE 2015-2016 Arboga | 01-5450-0000 | 12,361.00 |
| P16-00094 | LINDA COUNTY WATER DISTRICT | ADA July 1, 2015- June 30, 2016 | 01-5530-0000 | 27,000.00 |
| P16-00100 | Sharp Electronics Corp. | Business Services Copier Maint 15-16 SY | 01-5621-0000 | 285.00 |
| P16-00101 | FEDERAL EXPRESS CORP | FedEx for District 15-16 SY | 01-5910-0000 | 1,000.00 |
| | | | Total Location | 776,920.60 |
| Location Categorical (203) | | | | |
| P15-03457 | LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNTMHS SHADEHOUSE | | 01-4300-0003 | 500.00 |
| | | | 01-4300-3550 | 300.00 |
| P15-03503 | LAKEVIEW PETROLEUM | Gas Cards for Homeless Parents | 01-4300-5630 | 1,000.00 |
| P15-03532 | CALIF DEPART OF EDUCATION | AGR INCENTIVE | 01-9590-7010 | 204.00 |
| P15-03572 | FOUR SEASONS TRAVEL | Homeless | 01-5890-5630 | 291.00 |
| P16-00139 | ADVANCED DOCUMENT CONCEPTS | Categorical Copier Maint. 15/16 SY | 01-5621-0003 | 150.00 |
| | | | 01-5621-3010 | 150.00 |

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Includes Purchase Orders dated 06/01/2015 - 06/30/2015

Board Meeting Date July 28, 2015

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|--------------------------------|-----------------------------------|-----------------------|------------------|
| Location Cedar Lane Elementary (05) | | | | |
| P16-00140 | Follett School Solutions, Inc. | 2015-16 District Destiny | 01-5801-0003 | 200.00 |
| | | | 01-5801-0004 | 11,046.14 |
| | | | Total Location | 13,841.14 |
| Location Charter Academy For Fine Arts (42) | | | | |
| P15-03451 | AMAZON.COM | Crist | 01-4300-0003 | 38.82 |
| P15-03453 | Brite Ideas Fundraising, LLC | Monica | 01-4300-1100 | 2,176.88 |
| P15-03513 | AMAZON.COM | CLE Otterbox for iPad Air | 01-4300-3010 | 752.36 |
| P16-00057 | SMILE BUSINESS PRODUCTS, INC. | Cedar Lane Copier Rental/Overages | 01-5621-0003 | 3,100.00 |
| | | | 01-5630-0003 | 5,670.45 |
| | | | Total Location | 11,738.51 |

| | | | | |
|--|------------------------------------|--------------------------------|-----------------------|------------------|
| Location Child Development (51) | | | | |
| P15-03465 | AMAZON.COM | Supplies - Atkins | 09-4300-0000 | 12.38 |
| P15-03534 | AP EXAMINATIONS | AP Fee | 09-4300-0000 | 911.00 |
| P15-03535 | TY KUHN PRODUCTIONS | Services - Sound | 09-5801-0000 | 3,280.00 |
| P15-03536 | TWIN CITY TROPHIES | Awards | 09-4300-0000 | 219.04 |
| P15-03537 | TAMS-WITMARK MUSIC LIBRARY | Oliver Production | 09-5890-9010 | 2,489.25 |
| P15-03538 | Herff Jones of Northern CA | Gown Rental | 09-5630-0000 | 860.00 |
| P15-03539 | JOSTENS INC AWARDS DIVISION | 2014-15 Yearbook | 09-4300-9010 | 1,546.11 |
| P15-03540 | MUSIC THEATRE INTERNATIONAL | Production Perusals | 09-4300-9010 | 95.25 |
| P16-00131 | PTM DOCUMENT SYSTEMS P.O. BOX 7789 | MCAA Maint. 15-16 SY | 09-5621-0000 | 499.00 |
| P16-00132 | SMILE BUSINESS PRODUCTS, INC. | MCAA Copier Rental | 09-5621-0000 | 600.00 |
| | | | 09-5630-0000 | 2,149.91 |
| P16-00133 | HARLAND TECHNOLOGY SERVICES | MCAA MAINT. AGREEMENT 15-16 SY | 09-5621-0000 | 561.00 |
| | | | Total Location | 13,222.94 |

| | | | | |
|-----------|-------------------------------|----------------------------------|--------------|----------|
| P15-03511 | WALKER'S OFFICE SUPPLIES | Child Development Furniture | 12-4300-6105 | 4,610.89 |
| | | | 12-4410-6105 | 901.93 |
| P15-03515 | AMAZON.COM | STEM books | 12-4300-6105 | 751.36 |
| P15-03542 | CHICO ENTERPRISE RECORD | Child Development Office | 12-5890-6105 | 780.20 |
| P16-00103 | SMILE BUSINESS PRODUCTS, INC. | Child Dev. Copier Maint 15-16 SY | 12-5621-6105 | 525.00 |

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Includes Purchase Orders dated 06/01/2015 - 06/30/2015

Board Meeting Date July 28, 2015

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|------------------------------------|----------------------------------|---------------------------------------|-------------------|----------------|
| Location Community Day School (54) | | | Total Location | 7,569.38 |
| P16-00096 | SMILE BUSINESS PRODUCTS, INC. | Community Day Copier Maint 15-16 SY | 01-5621-1100 | 2,500.00 |
| Location Cordua Elementary (07) | | | | |
| P16-00059 | SMILE BUSINESS PRODUCTS, INC. | Cordua Copier Rental/Overages | 01-5621-1100 | 500.00 |
| | | | 01-5630-1100 | 2,149.91 |
| | | | Total Location | 2,649.91 |
| Location Covillaud Elementary (09) | | | | |
| P16-00060 | ADVANCED DOCUMENT CONCEPTS | COV Copier Maint. 15/16 SY | 01-5621-1100 | 300.00 |
| P16-00061 | SMILE BUSINESS PRODUCTS, INC. | COV Copiers | 01-5621-1100 | 2,021.00 |
| | | | 01-5630-1100 | 3,520.54 |
| | | | Total Location | 5,841.54 |
| Location Dobbins Elementary (11) | | | | |
| P15-03450 | PERMA BOUND | Perma Bound AR books | 01-4200-3010 | 997.39 |
| P15-03512 | POSTMASTER | POST OFFICE RENTAL | 01-5630-1100 | 114.00 |
| P16-00065 | SMILE BUSINESS PRODUCTS, INC. | Dobbins Copier | 01-5621-1100 | 200.00 |
| | | | 01-5630-1100 | 2,149.91 |
| P16-00067 | POSTMASTER | POST OFFICE RENTAL | 01-5630-1100 | 114.00 |
| | | | Total Location | 3,575.30 |
| Location Edgewater Elementary (12) | | | | |
| P15-03452 | ASCD | EDGE Staff Dev Books | 01-4200-3010 | 349.59 |
| P15-03454 | Have Fun Teaching, LLC | EDG Second Grade | 01-4300-0003 | 670.80 |
| P15-03455 | Recognition & Awards, Inc. | EDG Plaque | 01-4300-1100 | 295.57 |
| P15-03460 | AssetGenie, Inc., dba AG iRepair | iPad Screen Repair - Melissa Gonzalez | 01-5641-1100 | 89.00 |
| P15-03485 | PERMA BOUND | EDG Library | 01-4200-3010 | 4,385.87 |
| P15-03494 | ARBOGA SCHOOL PTSO | EDG Shady Creek | 01-5801-9010 | 187.50 |
| P15-03524 | SUTTER COUNTY SCHOOLS | EDG 6th Grade | 01-5890-9010 | 9,394.00 |
| P16-00008 | FROG PUBLICATIONS | Edgewater School | 01-5801-0004 | 465.00 |
| P16-00071 | INLAND BUSINESS SYSTEMS | EDG Copier Maint. 15-16 SY | 01-5621-1100 | 550.00 |
| P16-00072 | ADVANCED DOCUMENT CONCEPTS | EDG Copier Maint. 15/16 SY | 01-5621-1100 | 1,060.00 |
| | | | Total Location | 17,447.33 |

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Includes Purchase Orders dated 06/01/2015 - 06/30/2015

Board Meeting Date July 28, 2015

| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|--|------------------------------------|-----------------------|------------------|
| Location Ella Elementary (13) | | | | |
| P15-03521 | MYERS-STEVENSON & CO INC | SHADY CREEK INSURANCE 2015 | 01-5890-9010 | 560.00 |
| P15-03522 | MYERS-STEVENSON & CO INC | EXPLORATORIUM INSURANCE 2015 | 01-5890-9010 | 105.00 |
| P15-03523 | MYERS-STEVENSON & CO INC | BIRD HAVEN 2015 INSURANCE | 01-5890-9010 | 117.25 |
| P15-03567 | SCHOLASTIC LIBRARY PUBLISHING | Scholastic Books | 01-4200-0004 | 8,761.30 |
| P16-00069 | SMILE BUSINESS PRODUCTS, INC. | Ella Copier Rental/Overages | 01-5621-0003 | 5,400.00 |
| | | | 01-5630-0003 | 3,999.84 |
| | | | Total Location | 18,943.39 |
| Location Facilities (66) | | | | |
| P15-03476 | ARC | 8151: Lindhurst P39 plans | 01-6229-6230 | 239.23 |
| P15-03501 | Green Energy Products | 8153: MCAA P39 | 09-6229-6230 | 544.22 |
| P15-03554 | NATIONAL ANALYTICAL LABORATORIES, INC. | 8167: Lindhurst Culinary Classroom | 01-5801-9010 | 425.00 |
| P15-03561 | MANAS SIGNS | 8146: S. Lindhurst Portable | 01-6229-0010 | 882.36 |
| P15-03565 | HOME DEPOT | 8146: S. Lindhurst Portable | 01-6229-0010 | 180.66 |
| P16-00106 | SMILE BUSINESS PRODUCTS, INC. | Facilities Copier Rental | 25-5630-0000 | 1,370.63 |
| | | | Total Location | 3,642.10 |
| Location Foothill Intermediate (35) | | | | |
| P15-03235 | PIAZZ PARTY RENTAL | Promotion | 01-5630-1100 | 402.50 |
| P16-00073 | SMILE BUSINESS PRODUCTS, INC. | FHS Copier Rentals/Overages | 01-5621-0003 | 825.00 |
| | | | 01-5630-0003 | 3,675.34 |
| | | | Total Location | 4,902.84 |
| Location Grounds (65) | | | | |
| P15-03519 | VALLEY TRUCK & TRACTOR CO | Grounds | 01-4300-0000 | 1,451.13 |
| P15-03575 | Sierra Pacific Turf Supply | GROUNDS | 01-4410-0000 | 3,412.34 |
| P16-00187 | ARNE'S PAINT STORE INC. | GROUNDS / SUPPLIES | 01-4300-0000 | 1,000.00 |
| P16-00188 | BI-COUNTY IRRIGATION, INC | GROUNDS / SUPPLIES | 01-4300-0000 | 4,000.00 |
| P16-00189 | DELTA BLUEGRASS COMPANY | GROUNDS / SUPPLIES | 01-4300-0000 | 1,000.00 |
| P16-00190 | FOOTHILL ACE HARDWARE | GROUNDS / SUPPLIES | 01-4300-0000 | 500.00 |
| P16-00191 | HASTIE'S CAPITOL SAND & GRAVEL | GROUNDS / SUPPLIES | 01-4300-0000 | 6,000.00 |
| P16-00192 | HOME DEPOT | GROUNDS / SUPPLIES | 01-4300-0000 | 2,000.00 |
| P16-00193 | HORIZON SAFETY DISTRIBUTING | GROUNDS / SUPPLIES | 01-4300-0000 | 1,000.00 |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|---|--------------------------------------|-------------------|------------------|
| Location Grounds (65) (continued) | | | | |
| P16-00194 | HUST BROTHERS INC | GROUND / SUPPLIES | 01-4300-0000 | 500.00 |
| P16-00195 | LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT | GROUND / SUPPLIES | 01-4300-0000 | 200.00 |
| P16-00196 | MARYSVILLE PLUMBING | GROUND / SUPPLIES | 01-4300-0000 | 1,000.00 |
| P16-00197 | NORMAC, INC. | GROUND / SUPPLIES | 01-4300-0000 | 5,000.00 |
| P16-00198 | OFFICE DEPOT B S D | Open PO Grounds 15/16 | 01-4300-0000 | 250.00 |
| P16-00199 | OWEN'S TREE & SPRAY PEST CONTROL COMPANY | GROUND / SERVICES | 01-5801-0000 | 4,000.00 |
| P16-00200 | PACE SUPPLY CORP. | GROUND / SUPPLIES | 01-4300-0000 | 500.00 |
| P16-00201 | RIEBES AUTO SUPPLY | GROUND / SUPPLIES | 01-4300-0000 | 300.00 |
| P16-00202 | Sierra Pacific Turf Supply | GROUND / SUPPLIES | 01-4300-0000 | 6,000.00 |
| P16-00203 | SUTTER ORCHARD SUPPLY | GROUND / SUPPLIES | 01-4300-0000 | 200.00 |
| P16-00204 | TRACTOR SUPPLY COMPANY | GROUND / SUPPLIES | 01-4300-0000 | 250.00 |
| P16-00205 | TWIN CITIES TREE SERVICE | GROUND / SERVICES | 01-5801-0000 | 2,000.00 |
| P16-00206 | UNION LUMBER COMPANY | GROUND / SUPPLIES | 01-4300-0000 | 4,000.00 |
| P16-00207 | UNITED RENTALS | GROUND | 01-5630-0000 | 250.00 |
| P16-00208 | VALLEY TRUCK & TRACTOR CO | GROUND / SUPPLIES | 01-4300-0000 | 4,000.00 |
| P16-00209 | VALLEY TRUCK & TRACTOR CO | GROUND / REPAIRS | 01-5641-0000 | 3,000.00 |
| P16-00210 | WESTERN TREE NURSERY, INC | GROUND / SUPPLIES | 01-4300-0000 | 2,000.00 |
| Total Location | | | | 53,813.47 |
| Location Indian Education (108) | | | | |
| P15-03446 | Joelle Rocha | 34th Yuba-Sutter Pow Wow | 01-5801-4510 | 340.00 |
| P15-03525 | Jonathan S. Klingbeil | men and boys retreat | 01-5801-4510 | 800.00 |
| P15-03526 | US Government Printing Office Superintendent of Documents | books for schools | 01-4200-4510 | 1,467.38 |
| P15-03528 | Yuba Sutter Pow Wow | native consultants | 01-5801-4510 | 200.00 |
| P15-03573 | ENTERPRISE RENT-A-CAR ATTN: ACCOUNTS RECEIVABLE | Men and Boys Retreat | 01-5630-4510 | 297.47 |
| P16-00123 | MYERS-STEVENSON & CO INC | Field Trip Insurance | 01-5890-4510 | 1,150.00 |
| P16-00124 | ENTERPRISE RENT-A-CAR ATTN: ACCOUNTS RECEIVABLE | field trips 2015-16 | 01-5630-4510 | 2,000.00 |
| P16-00135 | ADVANCED DOCUMENT CONCEPTS | Indian Ed Copier Maint 15/16 SY | 01-5621-4510 | 350.00 |
| Total Location | | | | 6,604.85 |
| Location Instruction (IMC) (110) | | | | |
| P15-03486 | WriteSteps | WriteSteps Classroom Posters for ELA | 01-4200-7405 | 68.80 |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|---|--|---|-------------------|-----------------|
| Location Instruction (IMC) (110) (continued) | | | | |
| P15-03491 | AMAZON.COM | Danielle Judd Migrant Ed Summer School | 01-4300-0000 | 146.59 |
| P15-03492 | AMAZON.COM | Melissa Murray Migrant Ed Summer School | 01-4300-0000 | 39.57 |
| P15-03495 | NASCO | Teresa Cowan Fayer Migrant Ed Summer School | 01-4300-0000 | 572.67 |
| P15-03496 | AMAZON.COM | Melissa Gonzales Migrant Ed Summer School | 01-4300-0000 | 110.79 |
| P15-03497 | WAL-MART COMMUNITY BRC | Walmart Open PO | 01-4300-0000 | 334.33 |
| P16-00042 | LOS ANGELES CO OFFICE OF ED ATTN: SCHOOL EMPLOYERS A | Joselyn Baron VPSS English Tier II | 01-5801-0004 | 400.00 |
| P16-00043 | LOS ANGELES CO OFFICE OF ED ATTN: SCHOOL EMPLOYERS A | Anne Anderson VPSS English Tier II | 01-5801-0004 | 400.00 |
| P16-00105 | INLAND BUSINESS SYSTEMS | Ed Services Copier Maint. 15-16 SY | 01-5621-0000 | 900.00 |
| Total Location | | | | 2,972.75 |
| Location Johnson Park Elementary (15) | | | | |
| P15-03484 | TEC-COM | JPE Admin Cabling | 01-5801-1100 | 2,345.00 |
| P15-03548 | WALKER'S OFFICE SUPPLIES | JPE Office Furniture | 01-4410-1100 | 3,102.43 |
| P16-00074 | SMILE BUSINESS PRODUCTS, INC. | JPE Copier Rental | 01-5621-0003 | 1,027.97 |
| | | | 01-5630-0003 | 342.66 |
| P16-00075 | INLAND BUSINESS SYSTEMS | JPE Copier Maint. 15-16 SY | 01-5621-0003 | 2,600.00 |
| Total Location | | | | 9,418.06 |
| Location Kynoch Elementary (17) | | | | |
| P15-03490 | KING CLOTHING | CLASSRM INCENTIVE | 01-4300-9010 | 161.25 |
| P16-00041 | EMPIRE MINE STATE HISTORIC PARK | FIELD TRIP DEPOSIT 4th GRADE | 01-5890-9010 | 25.00 |
| P16-00076 | INLAND BUSINESS SYSTEMS | KYN Copier Maint. 15-16 SY | 01-5621-0003 | 1,575.00 |
| | | | 01-5621-1100 | 2,925.00 |
| P16-00077 | RAY MORGAN COMPANY | KYN Copier Maint 15-16 | 01-5621-0003 | 850.00 |
| P16-00078 | GENERAL BINDING CORP | KYN Maint. 15-16 SY | 01-5621-1100 | 546.00 |
| Total Location | | | | 6,082.25 |
| Location Linda Elementary (19) | | | | |
| P15-03516 | SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS | Shady Creek Final Bill | 01-5890-9010 | 3,236.00 |
| P15-03555 | Eileen Davenport | shady creek nurse | 01-5801-9010 | 500.00 |
| P16-00050 | OFFICE DEPOT B S D | Office Depot/ Classroom | 01-4300-1100 | 8,500.00 |
| P16-00051 | OFFICE DEPOT B S D | Office Depot/ Office | 01-4300-1100 | 2,000.00 |
| P16-00079 | INLAND BUSINESS SYSTEMS | Linda School Copier Maint. 15-16 SY | 01-5621-0003 | 400.00 |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|--------------------------------------|--|-------------------|----------------|
| Location Linda Elementary (19) (continued) | | | | |
| P16-00080 | SMILE BUSINESS PRODUCTS, INC. | LIN Copier Maint 15-16 SY | 01-5621-0003 | 5,700.00 |
| Total Location | | | | 20,336.00 |
| Location Lindhurst High (43) | | | | |
| P15-03447 | EAST BAY RESTAURANT SUPPLY, INC. | LHS Culinary Program | 01-4410-0003 | 9,354.00 |
| P15-03520 | AP EXAMINATIONS | AP Testing 2014/15 | 01-4300-0000 | 6,179.00 |
| P15-03571 | BEAR RIVER SUPPLY, INC | AGR LHS | 01-4300-9010 | 1,667.00 |
| P16-00088 | SMILE BUSINESS PRODUCTS, INC. | LHS Copier Rental | 01-4300-7010 | 460.00 |
| | | | 01-5621-0003 | 4,420.00 |
| | | | 01-5630-0003 | 7,975.17 |
| P16-00130 | PTM DOCUMENT SYSTEMS P.O. BOX 7789 | LHS Maint. 15-16 SY | 01-5621-0003 | 350.00 |
| Total Location | | | | 30,405.17 |
| Location Loma Rica Elementary (21) | | | | |
| P16-00081 | SMILE BUSINESS PRODUCTS, INC. | LRE Copier Rental | 01-5621-0003 | 400.00 |
| | | | 01-5630-0003 | 2,149.91 |
| Total Location | | | | 2,549.91 |
| Location Maintenance (63) | | | | |
| P15-03508 | TEC-COM | MAINTENANCE/EMERGENCY REPAIR | 01-5801-8150 | 8,774.60 |
| P15-03543 | MATHEWS READYMIX INC | MAINTENANCE/LHS AG | 01-4300-8150 | 897.26 |
| P15-03544 | TEICHERT CONSTRUCTION | MAINTENANCE/FOOTHILL/LHS | 01-4300-8150 | 760.61 |
| P15-03545 | PLACER WATERWORKS, INC. | MAINTENANCE/SOL | 01-4300-8150 | 376.25 |
| P15-03546 | Backflow Distributors, Inc. | MAINTENANCE/JORGE | 01-4300-8150 | 116.14 |
| P15-03559 | Backflow Distributors, Inc. | MAINTENANCE | 01-4300-8150 | 261.95 |
| P15-03560 | MESCHER DOOR COMPANY | MAINTENANCE/CHALLENGE BUS SHOP | 01-5642-8150 | 562.00 |
| P15-03564 | YUBA COUNTY COMMUNITY DEVELOP. DEPT. | MAINTENANCE/PERMITS | 01-5890-8150 | 2,804.76 |
| P15-03569 | J. J. Sokoloski | MAINTENANCE/COVILLAUD PRESCHOOL PAINTING | 12-5801-6105 | 9,360.00 |
| P15-03574 | Capitol Energy Systems | MAINTENANCE/EDGEWATER | 01-4410-8150 | 2,067.70 |
| P16-00021 | FRENCH'S FLOOR FASHIONS | MAINTENANCE/ARBOGA #8 FLOORING | 14-5801-0000 | 4,029.00 |
| P16-00022 | FRENCH'S FLOOR FASHIONS | MAINTENANCE/CORDUA #1 FLOORING | 14-5801-0000 | 3,733.00 |
| P16-00023 | FRENCH'S FLOOR FASHIONS | MAINTENANCE/COVILLAUD PRESCHOOL #A,#B,#C | 12-5801-6105 | 27,549.00 |
| P16-00024 | FRENCH'S FLOOR FASHIONS | MAINTENANCE/ELLA FLOORING/VARIOUS | 14-5801-0000 | 4,199.00 |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|--------------------------------|--|-------------------|----------------|
| Location Maintenance (63) (continued) | | | | |
| P16-00025 | FRENCH'S FLOOR FASHIONS | MAINTENANCE/JOHNSON PARK FLOORING | 14-5801-0000 | 8,946.00 |
| P16-00026 | FRENCH'S FLOOR FASHIONS | MAINTENANCE/KYNOCH FLOORING | 14-5801-0000 | 28,108.00 |
| P16-00027 | FRENCH'S FLOOR FASHIONS | MAINTENANCE/LINDA FLOORING OFFICES | 14-5801-0000 | 3,814.00 |
| P16-00028 | FRENCH'S FLOOR FASHIONS | MAINTENANCE/MHS FLOORING GIRLS LOCKER ROOM | 14-5801-0000 | 10,418.00 |
| P16-00029 | FRENCH'S FLOOR FASHIONS | MAINTENANCE/YUBA GARDENS FLOORING RM#27 | 14-5801-0000 | 9,956.00 |
| P16-00108 | Sharp Electronics Corp. | Maint. Dept. Copier Service 15-16 SY | 01-5621-8150 | 230.00 |
| P16-00137 | OFFICE DEPOT B S D | MAINTENANCE/2015-2016 | 01-4300-8150 | 2,000.00 |
| P16-00141 | AIRGAS | MAINTENANCE/2015-2016 | 01-4300-8150 | 400.00 |
| P16-00142 | ARNE'S PAINT STORE INC. | MAINTENANCE/2015-2016 | 01-4300-8150 | 12,000.00 |
| P16-00143 | BASIC LABORATORY, INC. | MAINTENANCE/2015-2016 | 01-5801-8150 | 13,000.00 |
| P16-00144 | BATTERIES PLUS | MAINTENANCE/2015-2016 | 01-4300-8150 | 500.00 |
| P16-00145 | BEARING BELT CHAIN COMPANY | MAINTENANCE/2015-2016 | 01-4300-8150 | 500.00 |
| P16-00146 | BI-COUNTY POOL SERVICE | MAINTENANCE/2015-2016/POOL | 01-4300-8150 | 5,000.00 |
| P16-00147 | BROWNSVILLE SAND & GRAVEL INC | MAINTENANCE/2015-2016 | 01-4300-8150 | 3,000.00 |
| P16-00148 | BUTTES PIPE & SUPPLY CO | MAINTENANCE/2015-2016 | 01-4300-8150 | 500.00 |
| P16-00149 | O'REILLY AUTO PARTS | MAINTENANCE/2015-2016 | 01-4300-8150 | 500.00 |
| P16-00150 | CELL ENERGY, INC | MAINTENANCE/2015-2016 | 01-4300-8150 | 100.00 |
| P16-00151 | CLOSE LUMBER | MAINTENANCE/2015-2016 | 01-4300-8150 | 4,000.00 |
| P16-00152 | CONSOLIDATED ELECTRICAL | MAINTENANCE/2015-2016 | 01-4300-8150 | 25,000.00 |
| P16-00154 | FASTENAL | MAINTENANCE/2015-2016 | 01-4300-8150 | 1,500.00 |
| P16-00155 | FOOTHILL ACE HARDWARE | MAINTENANCE/2015-2016 | 01-4300-8150 | 100.00 |
| P16-00156 | H & H TRENCHING | MAINTENANCE/2015-2016 | 01-5801-8150 | 500.00 |
| P16-00157 | HASTIE'S CAPITOL SAND & GRAVEL | MAINTENANCE/2015-2016 | 01-4300-8150 | 10,000.00 |
| P16-00158 | HOME DEPOT | MAINTENANCE/2015-2016 | 01-4300-8150 | 700.00 |
| P16-00159 | HUST BROTHERS INC | MAINTENANCE/2015-2016 | 01-4300-8150 | 2,500.00 |
| P16-00160 | INTERMOUNTAIN LOCK & SUPPLY CO | MAINTENANCE/2015-2016 | 01-4300-8150 | 17,000.00 |
| P16-00161 | KIMBALL MIDWEST | MAINTENANCE/2015-2016 | 01-4300-8150 | 700.00 |
| P16-00162 | KINNEY ELECTRIC | MAINTENANCE/2015-2016 | 01-4300-8150 | 6,000.00 |
| P16-00163 | KNIFE RIVER CONSTRUCTION | MAINTENANCE/2015-2016 | 01-4300-8150 | 3,000.00 |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|---|----------------------------|-------------------|-------------------|
| Location Maintenance (63) (continued) | | | | |
| P16-00164 | LOMA RICA STORE | MAINTENANCE/2015-2016 | 01-4300-8150 | 100.00 |
| P16-00165 | LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT | MAINTENANCE/2015-2016 | 01-4300-8150 | 40,000.00 |
| P16-00166 | MAR-KEY LOCK & SECURITY | MAINTENANCE/2015-2016 | 01-4300-8150 | 4,000.00 |
| P16-00167 | MARYSVILLE PLUMBING | MAINTENANCE/2015-2016 | 01-4300-8150 | 4,000.00 |
| P16-00168 | MCCUMBER'S GLASS | MAINTENANCE/2015-2016 | 01-4300-8150 | 1,500.00 |
| P16-00169 | PACE SUPPLY CORP. | MAINTENANCE/2015-2016 | 01-4300-8150 | 30,000.00 |
| P16-00170 | PLATT ELECTRIC SUPPLY | MAINTENANCE/2015-2016 | 01-4300-8150 | 35,000.00 |
| P16-00171 | QUICK'S GLASS SERVICE INC | MAINTENANCE/2015-2016 | 01-4300-8150 | 15,000.00 |
| P16-00172 | RAYS GENERAL HARDWARE | MAINTENANCE/2015-2016 | 01-4300-8150 | 100.00 |
| P16-00173 | RIEBES AUTO SUPPLY | MAINTENANCE/2015-2016 | 01-4300-8150 | 200.00 |
| P16-00174 | ROTO ROOTER | MAINTENANCE/2015-2016 | 01-5801-8150 | 8,000.00 |
| P16-00175 | SAVE MART / FOODMAXX | MAINTENANCE/2015-2016 | 01-4300-8150 | 700.00 |
| P16-00176 | RUSSELL SIGLER, INC. | MAINTENANCE/2015-2016 | 01-4300-8150 | 5,000.00 |
| P16-00177 | SIGNWORX | MAINTENANCE/2015-2016 | 01-4300-8150 | 2,000.00 |
| P16-00178 | SLAKEY BROS | MAINTENANCE/2015-2016 | 01-4300-8150 | 15,000.00 |
| P16-00179 | TRACTOR SUPPLY COMPANY | MAINTENANCE/2015-2016 | 01-4300-8150 | 200.00 |
| P16-00180 | TWIN CITIES EQUIPMENT RENTAL | MAINTENANCE/2015-2016 | 01-5630-8150 | 2,000.00 |
| P16-00181 | UNION LUMBER COMPANY | MAINTENANCE/2015-2016/POOL | 01-4300-8150 | 200.00 |
| P16-00182 | UNION LUMBER COMPANY | MAINTENANCE/2015-2016 | 01-4300-8150 | 35,000.00 |
| P16-00183 | UNITED RENTALS | MAINTENANCE/2015-2016 | 01-5630-8150 | 1,500.00 |
| P16-00184 | UNIVAR USA, INC. | MAINTENANCE/2015-2016/POOL | 01-4300-8150 | 6,000.00 |
| P16-00185 | ZEE MEDICAL COMPANY | MAINTENANCE/2015-2016 | 01-4300-8150 | 600.00 |
| Total Location | | | | 441,563.27 |

Location **Marysville High (45)**

| | | | | |
|-----------|-----------------------------|-------------------------------------|--------------|----------|
| P15-03464 | HEWLETT-PACKARD COMPANY | MHS Carl Perkins Special Build Comp | 01-4410-0003 | 2,745.12 |
| | | | 01-4410-9013 | 8,270.30 |
| P15-03474 | HEWLETT-PACKARD COMPANY | MHS CTE Special Build Comp | 01-4410-0003 | 5,507.71 |
| P15-03502 | AP EXAMINATIONS | AP Testing Material | 01-4300-0004 | 779.00 |
| | | | 01-4300-9010 | 3,890.00 |
| P15-03557 | CONTINENTAL ATHLETIC SUPPLY | Reconditioning of Football Gear | 01-5801-0000 | 3,848.72 |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|------------------------------------|--------------------------------------|-----------------------|------------------|
| Location Marysville High (45) (continued) | | | | |
| P16-00089 | PTM DOCUMENT SYSTEMS P.O. BOX 7789 | MHS Maint. 15-16 SY | 01-5621-1100 | 499.00 |
| P16-00090 | RAY MORGAN COMPANY | MHS MATH/CONTRACT 15-16 SY | 01-5621-1100 | 550.00 |
| P16-00091 | ADVANCED DOCUMENT CONCEPTS | MHS-ROP & ASB Copier Maint. 15/16 SY | 01-5621-0003 | 300.00 |
| P16-00092 | ADVANCED DOCUMENT CONCEPTS | MHS-Admin Copier Maint. 15/16 SY | 01-5621-1100 | 300.00 |
| P16-00093 | RAY MORGAN COMPANY | MHS Copier Maint 15-16 | 01-5621-1100 | 250.00 |
| P16-00095 | SMILE BUSINESS PRODUCTS, INC. | MHS Copier Rental | 01-5621-1100 | 300.00 |
| | | | 01-5630-1100 | 2,149.91 |
| | | | Total Location | 29,389.76 |

| | | | | |
|--|--|-------------------------------------|-----------------------|------------------|
| Location McKenney Intermediate (37) | | | | |
| P15-03456 | NWN CORPORATION | MCK Printers | 01-4300-0003 | 759.81 |
| P15-03458 | MYERS-STEVENSON & CO INC | SHORT TERM INSURANCE FOR FIELD TRIP | 01-5890-1100 | 78.75 |
| P15-03459 | MYERS-STEVENSON & CO INC | SHORT TERM INSURANCE FOR FIELD TRIP | 01-5890-1100 | 89.25 |
| P15-03505 | Briar Harris | BHAG BRAR SCHOLARSHIP | 73-7299-9020 | 50.00 |
| P15-03506 | Sharon Hu | ELIZABETH YANK AWARD | 73-7299-9020 | 50.00 |
| P15-03527 | Jones School Supply Co., Inc. | office | 01-4300-1100 | 1,090.71 |
| P15-03529 | Rachel Knepp | REFUND FOR SHADY CREEK | 01-5890-9010 | 300.00 |
| P15-03530 | SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS | SHADY CREEK | 01-5890-9010 | 11,248.00 |
| P15-03531 | Herff Jones of Northern CA | PROMOTION GOWNS | 01-5630-0000 | 3,198.29 |
| P15-03533 | ELITE UNIVERSAL SECURITY | SECURITY FOR PROMOTION | 01-5801-1100 | 240.00 |
| P16-00083 | SMILE BUSINESS PRODUCTS, INC. | McKenney Copier Rental | 01-5621-0003 | 1,850.00 |
| | | | 01-5621-1100 | 150.00 |
| | | | 01-5630-0003 | 2,149.91 |
| P16-00084 | PTM DOCUMENT SYSTEMS P.O. BOX 7789 | MCK Maint. 15-16 SY | 01-5630-1100 | 1,370.63 |
| | | | 01-5621-0003 | 499.00 |
| | | | Total Location | 23,124.35 |

| | | | | |
|---|----------------------|--|--------------|----------|
| Location Nutrition Services (73) | | | | |
| P15-03481 | COMMERCIAL APPLIANCE | NSLP Grant Funded Walk-in-Freezer Installation Chg | 13-6492-5314 | 2,642.33 |
| P15-03482 | Isabel Veliz | STUDENT REFUND | 13-5892-5310 | 35.50 |
| P15-03483 | Billy Smith | STUDENT ACCOUNT REFUND | 13-5892-5310 | 20.00 |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|---|--|---------------------------------------|-------------------|------------------|
| Location Nutrition Services (73) (continued) | | | | |
| P15-03552 | CAMELIA SAUCEDO, PETTY CASH NUTRITION SERVICES | NS PETTY CASH | 13-4300-5310 | 32.13 |
| | | | 13-4313-5310 | 153.39 |
| | | | 13-4712-5310 | 87.74 |
| | | | 13-5220-5310 | 60.00 |
| P16-00020 | IMAGE ONE CORPORATION ATTN: ANDY SAVITT | FMA 2015-16 SY | 13-4300-5310 | 2,467.98 |
| P16-00122 | SMILE BUSINESS PRODUCTS, INC. | Nutri. Serv. Copier Rental/Service | 13-5621-5310 | 50.00 |
| | | | 13-5630-5310 | 1,370.63 |
| Total Location | | | | 6,919.70 |
| Location Olivehurst Elementary (25) | | | | |
| P16-00011 | CONTRAX FURNISHINGS | 8163 Project / Olv New Admin | 01-4410-8150 | 6,863.86 |
| | | | 01-4450-8150 | 12,776.50 |
| P16-00127 | INLAND BUSINESS SYSTEMS | OLV Copier Maint. 15-16 SY | 01-5621-0003 | 3,750.00 |
| P16-00128 | SMILE BUSINESS PRODUCTS, INC. | OLV Copier Rental | 01-5621-0003 | 1,550.00 |
| | | | 01-5630-0003 | 3,675.34 |
| Total Location | | | | 28,615.70 |
| Location Personnel (113) | | | | |
| P15-03504 | NOR CAL TROPHIES | Plaque for T.K. | 01-4300-0000 | 32.24 |
| P15-03558 | APPEAL DEMOCRAT | Classified Job Ad - Maint. Supervisor | 01-5890-0000 | 343.03 |
| P16-00048 | OFFICE DEPOT B S D | Personnel Annual PO | 01-4300-0000 | 2,000.00 |
| P16-00110 | RAY MORGAN COMPANY | Personnel Copier Maint. 15-16 SY | 01-5621-0000 | 475.00 |
| Total Location | | | | 2,850.27 |
| Location Print Shop (67) | | | | |
| P15-03570 | INLAND BUSINESS SYSTEMS | Print Shop Copier Maint. 14-15 SY | 01-5621-0000 | 4,300.00 |
| P16-00111 | RAY MORGAN COMPANY | Print Shop Copier Maint 15-16 | 01-5621-0000 | 18,329.00 |
| P16-00112 | ADVANCED DOCUMENT CONCEPTS | Print Shop Copier Maint. 15/16 SY | 01-5621-0000 | 20,000.00 |
| P16-00113 | INLAND BUSINESS SYSTEMS | Print Shop Copier Maint. 15-16 SY | 01-5621-0000 | 19,500.00 |
| P16-00114 | Tahoe Pure | Print Shop 2015-16 | 01-4300-0000 | 200.00 |
| P16-00186 | INLAND BUSINESS SYSTEMS | Print Shop Copier Maint. 15-16 SY | 01-5621-0000 | 18,000.00 |
| Total Location | | | | 80,329.00 |
| Location Pupil Services (202) | | | | |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--------------------------------------|-------------------------------|----------------------------------|-------------------|------------------|
| Location Pupil Services (202) | | | | |
| P16-00046 | FOUR SEASONS TRAVEL | travel for NPS students | 01-5860-6512 | 7,000.00 |
| P16-00052 | James/Sarah Sutherland | mileage reimbursement for parent | 01-5870-6500 | 5,000.00 |
| P16-00053 | SUTTER COUNTY SCHOOLS | DHH program | 01-5801-6500 | 32,000.00 |
| P16-00054 | OFFICE DEPOT B S D | Pupil Svcs Open PO | 01-4300-0000 | 5,000.00 |
| P16-00055 | OFFICE DEPOT B S D | Office Depot | 01-4300-6500 | 4,000.00 |
| P16-00115 | SMILE BUSINESS PRODUCTS, INC. | Pupil Svcs Copier Maint 15-16 SY | 01-5621-0000 | 1,200.00 |
| Total Location | | | | 54,200.00 |

| | | | | |
|----------------------------------|-----------------------------|--|--------------|-------------------|
| Location Purchasing (104) | | | | |
| P15-03562 | SETON | Inventory Tags | 01-4300-0000 | 1,333.43 |
| P16-00030 | VOLTAGE SPECIALISTS | Fire Sprinkler & Pump Annual Inspections | 01-5565-0000 | 38,085.00 |
| P16-00031 | VOLTAGE SPECIALISTS | Fire Alarm Annual Test & Inspect | 01-5565-0000 | 31,770.00 |
| P16-00032 | VOLTAGE SPECIALISTS | Off-site Monitoring | 01-5565-0000 | 6,720.00 |
| P16-00033 | VOLTAGE SPECIALISTS | T & M Clocks & Fire Alarms | 01-5565-0000 | 5,000.00 |
| P16-00034 | THE FIRE GUYS LLC | Extinguisher Service | 01-5583-0000 | 9,300.00 |
| P16-00035 | THE FIRE GUYS LLC | Ansul Service | 01-5583-0000 | 2,300.00 |
| P16-00036 | MISSION LINEN & UNIFORM | Districtwide Dust Mop/Cleaning Cloth Service | 01-5562-0000 | 30,000.00 |
| P16-00120 | RISO PRODUCTS OF SACRAMENTO | MAINT. RISOGRAPH 15-16 SY | 01-5621-0003 | 5,530.00 |
| Total Location | | | | 131,278.43 |

| | | | | |
|--------------------------------------|-------------------------|-----------------------------|--------------|----------|
| Location South Lindhurst (47) | | | | |
| P16-00097 | INLAND BUSINESS SYSTEMS | SLHS Copier Maint. 15-16 SY | 01-5621-1100 | 2,000.00 |

| | | | | |
|---|-------------------------------|---------------------------|--------------|-----------------|
| Location Student Discipline/Attendance (109) | | | | |
| P16-00104 | SMILE BUSINESS PRODUCTS, INC. | SARB Copier Rental | 01-5630-0000 | 1,370.63 |
| P16-00134 | SMILE BUSINESS PRODUCTS, INC. | Disc/Attend Copier Rental | 01-5630-0000 | 2,304.71 |
| Total Location | | | | 3,675.34 |

| | | | | |
|--------------------------------------|--------------------|-----------------------------------|--------------|--------|
| Location Superintendent (101) | | | | |
| P16-00136 | RAY MORGAN COMPANY | Superintendent Copier Maint 15-16 | 01-5621-0000 | 550.00 |

| | | | | |
|----------------------------------|--------------------------------|--------------------------------|--------------|-----------|
| Location Technology (102) | | | | |
| P15-03488 | NETWORK MANAGEMENT CORPORATION | Network Management Corporation | 01-5801-0004 | 63,648.52 |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|--|----------------------------------|---|-------------------|-------------------|
| Location Technology (102) (continued) | | | | |
| P15-03489 | SHI International Corp | Microsoft Software Products | 01-4300-0000 | 1,684.82 |
| | | | 01-4300-0004 | 84,632.68 |
| P16-00109 | NETWORK CONSULTING SERVICES INC. | HP Foundation Care Support | 01-5801-0000 | 5,207.62 |
| P16-00116 | INLAND BUSINESS SYSTEMS | Technology Copier Maint. 15-16 SY | 01-5621-0000 | 200.00 |
| P16-00126 | NETWORK CONSULTING SERVICES INC. | Production Support Coverage | 01-5801-0000 | 6,944.67 |
| P16-00273 | NETWORK CONSULTING SERVICES INC. | Landesk 2015 renewal | 01-5801-0000 | 44,170.94 |
| | | Total Location | | 206,489.25 |
| Location Transportation (69) | | | | |
| P15-03509 | NWN CORPORATION | Transportation Server | 01-4450-0230 | 10,672.45 |
| P15-03517 | UNITED RENTALS NORTHWEST, INC | TRANSPORTATION | 01-4410-0230 | 3,829.69 |
| P15-03518 | BMH EQUIPMENT INC | TRANSPORTATION | 01-4300-0230 | 439.30 |
| P15-03541 | ALLEN DIESEL ENERGY, INC | TRANSPORTATION/REPAIRS | 01-5641-0230 | 2,000.00 |
| P15-03550 | MID VALLEY SOUND | TRANSPORTATION/SPECIAL NEEDS | 01-4300-0240 | 712.31 |
| | | | 01-4410-0240 | 1,934.96 |
| P15-03551 | RIEBES AUTO SUPPLY | TRANSPORTATION | 01-6400-0230 | 16,662.50 |
| P15-03566 | LAKEVIEW PETROLEUM | TRANSPORTATION | 01-4361-0230 | 30,605.48 |
| P15-03576 | LARRY GEWEKE FORD | TRANSPORTATION/VAN | 01-6500-0230 | 27,209.00 |
| P16-00047 | TRANSFINDER | FLEET MANAGEMENT SOFTWARE 2015-2016 | 01-5621-0230 | 2,000.00 |
| P16-00068 | SUTTER BUTTES COMMUNICATIONS | GPS TRACKING 15-16 | 01-5801-0230 | 16,467.00 |
| P16-00070 | SUTTER BUTTES COMMUNICATIONS | SERVICE AGREEMENT 15-16 | 01-5621-0230 | 6,120.00 |
| P16-00117 | Sharp Electronics Corp. | Transp. Dept. Copier Service 15-16 SY | 01-5621-0230 | 700.00 |
| P16-00121 | OFFICE DEPOT B S D | Open PO Trans 15/16 | 01-4300-0230 | 2,500.00 |
| P16-00211 | ARNE'S PAINT STORE INC. | TRANSPORTATION | 01-4300-0230 | 500.00 |
| P16-00212 | A-Z BUS SALES INC | TRANSPORTATION/SUPPLIES | 01-4364-0230 | 30,000.00 |
| P16-00213 | A-Z BUS SALES INC | TRANSPORTATION/REPAIRS | 01-5641-0230 | 7,500.00 |
| P16-00214 | A-Z BUS SALES INC | TRANSPORTATION/SPECIAL ED | 01-4300-0240 | 6,000.00 |
| P16-00215 | BATTERY SYSTEMS/CHICO/REDDING | TRANSPORTATION/SUPPLIES | 01-4330-0230 | 2,000.00 |
| P16-00216 | BEN TOILET RENTALS | 15-16 Main Bus Garage/Transportation Department | 01-5630-0230 | 6,000.00 |
| P16-00217 | BEN TOILET RENTALS | 15-16 Challenge Shop/Transportation Department | 01-5630-0230 | 1,100.00 |
| P16-00218 | BETTS TRUCK PARTS | TRANSPORTATION | 01-4364-0230 | 10,000.00 |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|---|--|-------------------------|-------------------|----------------|
| Location Transportation (69) (continued) | | | | |
| P16-00219 | BILL'S ELECTRIC AUTO REPAIR | TRANSPORTATION | 01-5641-0230 | 10,000.00 |
| P16-00220 | BUSWEST | TRANSPORTATION | 01-4364-0230 | 25,000.00 |
| P16-00221 | CAPITOL CLUTCH AND BRAKE INC | TRANSPORTATION/SUPPLIES | 01-4364-0230 | 2,000.00 |
| P16-00222 | CENTRAL DRUG SYSTEM, INC. | TRANS | 01-5801-0230 | 9,000.00 |
| P16-00223 | CUMMINS WEST INC | TRANSPORTATION/SUPPLIES | 01-4364-0230 | 5,000.00 |
| P16-00224 | CALIFORNIA WINDSHIELD REPAIRS | TRANSPORTATION | 01-5641-0230 | 500.00 |
| P16-00225 | DENNIS SCHMALL TOOLS | TRANSPORTATION/SUPPLIES | 01-4364-0230 | 2,000.00 |
| P16-00226 | DOW LEWIS MOTORS | TRANSPORTATION/REPAIRS | 01-5641-0230 | 1,000.00 |
| P16-00227 | E.T. QUALITY RV, INC | TRANSPORTATION | 01-4364-0230 | 2,500.00 |
| P16-00228 | Factory Motor Parts | TRANSPORTATION | 01-4364-0230 | 10,000.00 |
| P16-00229 | FLEETPRIDE | TRANSPORTATION | 01-4364-0230 | 10,000.00 |
| P16-00230 | FREMONT-RIDEOUT COMP CLINIC & DRUG TESTING | TRANSPORTATION | 01-5801-0230 | 6,000.00 |
| P16-00231 | HANCOCK PETROLEUM ENGINEERING | TRANSPORTATION | 01-5641-0230 | 1,000.00 |
| P16-00232 | HARVEY & SONGER | TRANSPORTATION/REPAIRS | 01-5641-0230 | 10,000.00 |
| P16-00233 | HOLT OF CALIFORNIA | TRANSPORTATION/REPAIRS | 01-5641-0230 | 1,500.00 |
| P16-00234 | HOLT OF CALIFORNIA | TRANSPORTATION/PARTS | 01-4364-0230 | 6,000.00 |
| P16-00235 | HUST BROTHERS INC | TRANSPORTATION | 01-4364-0230 | 10,000.00 |
| P16-00236 | JACOBSEN WEST | TRANSPORTATION | 01-4364-0230 | 100.00 |
| P16-00237 | JEFF'S TRUCK SERVICE | TRANSPORTATION | 01-5641-0230 | 2,500.00 |
| P16-00238 | KIMBALL MIDWEST | TRANSPORTATION | 01-4330-0230 | 2,500.00 |
| P16-00239 | LAKEVIEW PETROLEUM | TRANSPORTATION | 01-4361-0230 | 75,000.00 |
| P16-00240 | LARRY GEWEKE FORD | TRANSPORTATION/REPAIRS | 01-5641-0230 | 10,000.00 |
| P16-00241 | LARRY GEWEKE FORD | TRANSPORTATION/PARTS | 01-4364-0230 | 10,000.00 |
| P16-00242 | LES SCHWAB TIRE CENTER | TRANSPORTATION | 01-4363-0230 | 1,000.00 |
| P16-00243 | MESCHER DOOR COMPANY | TRANSPORTATION/REPAIRS | 01-5641-0230 | 500.00 |
| P16-00244 | MSC Industrial Supply Co. | TRANSPORTATION/SUPPLIES | 01-4364-0230 | 2,000.00 |
| P16-00245 | NATOMAS TOWING | TRANSPORTATION | 01-5801-0230 | 2,500.00 |
| P16-00246 | Nick's Custom Golf Cars | TRANSPORTATION | 01-4364-0230 | 200.00 |
| P16-00247 | North State Tire Co., Inc. | TRANSPORTATION | 01-4363-0230 | 20,000.00 |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|---|--------------------------------------|------------------------|-------------------|-------------------|
| Location Transportation (69) (continued) | | | | |
| P16-00248 | NORTH VALLEY DIESEL | TRANSPORTATION/REPAIRS | 01-5641-0230 | 10,000.00 |
| P16-00249 | NORTH VALLEY DIESEL | TRANSPORTATION/PARTS | 01-4364-0230 | 5,000.00 |
| P16-00251 | QUICK'S GLASS SERVICE INC | TRANSPORTATION | 01-5641-0230 | 5,000.00 |
| P16-00252 | RAYS GENERAL HARDWARE | TRANSPORTATION | 01-4300-0230 | 300.00 |
| P16-00253 | RIEBES AUTO SUPPLY | TRANSPORTATION | 01-4364-0230 | 15,000.00 |
| P16-00254 | RIVERVIEW INTERNATIONAL TRUCKS | TRANSPORTATION | 01-4364-0230 | 5,000.00 |
| P16-00255 | RIVERVIEW INTERNATIONAL TRUCKS | TRANSPORTATION/REPAIRS | 01-5641-0230 | 5,000.00 |
| P16-00256 | SAFETY KLEEN CORP | SHOP PARTS WASH BASIN | 01-5801-0230 | 300.00 |
| P16-00257 | SHADD JANITORIAL SUPPLY | TRANSPORTATION | 01-4300-0230 | 1,000.00 |
| P16-00258 | STAPLES OFFICE SUPPLY | TRANSPORTATION | 01-4300-0230 | 500.00 |
| P16-00259 | STARCHEM SPECIALTY CHEMICALS | TRANSPORTATION | 01-4330-0230 | 2,000.00 |
| P16-00260 | TEHAMA TIRE SERVICE | TRANSPORTATION | 01-4363-0230 | 20,000.00 |
| P16-00261 | THE HOSE SHOP | TRANSPORTATION | 01-4364-0230 | 500.00 |
| P16-00262 | BUSWEST | TRANSPORTATION/BUSES | 01-6500-0010 | 179,998.00 |
| P16-00263 | THE TIRE DEALER | TRANSPORTATION | 01-4363-0230 | 500.00 |
| P16-00264 | THE UPHOLSTERY SHOP ROGELIO MARTINEZ | TRANSPORTATION | 01-5641-0230 | 2,000.00 |
| P16-00265 | TK SERVICES (THERMO KING) | TRANSPORTATION/REPAIRS | 01-5641-0230 | 2,500.00 |
| P16-00266 | TRACTOR SUPPLY COMPANY | TRANSPORTATION | 01-4300-0230 | 1,000.00 |
| P16-00267 | UNION LUMBER COMPANY | TRANSPORTATION | 01-4300-0230 | 1,000.00 |
| P16-00268 | VALLEY POWER SYSTEMS, INC. | TRANSPORTATION/REPAIRS | 01-5641-0230 | 5,000.00 |
| P16-00269 | VALLEY TRUCK & TRACTOR CO | TRANSPORTATION | 01-4300-0230 | 3,000.00 |
| P16-00270 | WAL-MART COMMUNITY BRC | TRANSPORTATION | 01-4300-0240 | 1,000.00 |
| P16-00271 | ZEE MEDICAL COMPANY | TRANSPORTATION | 01-4300-0230 | 150.00 |
| P16-00272 | BUSWEST | TRANSPORTATION/BUSES | 01-6500-0230 | 164,999.35 |
| Total Location | | | | 853,500.04 |

| | | | | |
|--------------------------------|---|------------------------------|--------------|----------|
| Location Warehouse (71) | | | | |
| P15-03444 | CASH & CARRY | Warehouse Stock 2014-15 S.Y. | 01-9320-0000 | 40.38 |
| P15-03479 | HILLYARD - SACRAMENTO | Warehouse Stock 2014-15 S.Y. | 01-9320-0000 | 4,352.77 |
| P15-03498 | SAC VAL JANITORIAL SALES & SERVICES, INC. | Warehouse Stock 14-15 S.Y. | 01-9320-0000 | 655.39 |
| P15-03499 | SOUTHWEST SCHOOL & OFFICE SUPPLY | Warehouse Stock 14-15 S.Y. | 01-9320-0000 | 627.91 |

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| PO Number | Vendor Name | Description | Fund-Obj-Resource | Account Amount |
|---|--|---------------------------------------|-------------------|----------------|
| Location Warehouse (71) (continued) | | | | |
| P16-00004 | Staples Contract & Com. Inc. Staples Advantage | Warehouse Stock 15-16 S.Y. | 01-9320-0000 | 87,049.20 |
| P16-00005 | Unisource Worldwide, a Veritiv Company | Warehouse Stock 15-16 S.Y. | 01-9320-0000 | 11,833.60 |
| P16-00006 | SOUTHWEST SCHOOL & OFFICE SUPPLY | Warehouse Stock 15-16 S.Y. | 01-9320-0000 | 21,047.01 |
| P16-00007 | SCHOOL SPECIALTY | Warehouse Stock 15-16 S.Y. | 01-9320-0000 | 870.75 |
| P16-00009 | STANDARD STATIONERY SUPPLY CO | Warehouse Stock 15-16 S.Y. | 01-9320-0000 | 2,961.55 |
| P16-00010 | SOUTHWEST SCHOOL & OFFICE SUPPLY | Warehouse Stock 15-16 S.Y. | 01-9320-0000 | 39,040.65 |
| P16-00012 | PYRAMID SCHOOL PRODUCTS | Warehouse Stock 15-16 S.Y. | 01-9320-0000 | 2,758.54 |
| P16-00013 | SOUTHWEST SCHOOL & OFFICE SUPPLY | Warehouse Stock 15-16 S.Y. | 01-9320-0000 | 8,878.48 |
| P16-00014 | PYRAMID SCHOOL PRODUCTS | Warehouse Stock 15-16 S.Y. | 01-9320-0000 | 5,697.67 |
| P16-00015 | SOUTHWEST SCHOOL & OFFICE SUPPLY | Warehouse Stock 15-16 S.Y. | 01-9320-0000 | 16,069.77 |
| P16-00016 | STANDARD STATIONERY SUPPLY CO | Warehouse Stock 15-16 S.Y. | 01-9320-0000 | 566.36 |
| P16-00017 | ELGIN SCHOOL SUPPLY | Warehouse Stock 15-16 S.Y. | 01-9320-0000 | 16,502.33 |
| P16-00018 | PYRAMID SCHOOL PRODUCTS | Warehouse Stock 15-16 S.Y. | 01-9320-0000 | 9,708.15 |
| P16-00019 | SCHOOL SPECIALTY ORDER ENTRY | Warehouse Stock 15-16 S.Y. | 01-9320-0000 | 1,605.66 |
| P16-00037 | J.C. NELSON SUPPLY COMPANY | Warehouse Stock 15-16 S.Y. | 01-9320-0000 | 7,654.84 |
| P16-00038 | J.C. PAPER | Warehouse Stock 15-16 S.Y. | 01-9320-0000 | 3,551.03 |
| P16-00039 | SHADD JANITORIAL SUPPLY | Warehouse Stock 15-16 S.Y. | 01-9320-0000 | 20,435.97 |
| P16-00040 | SAC VAL JANITORIAL SALES & SERVICES, INC. | Warehouse Stock 15-16 S.Y. | 01-9320-0000 | 63,671.30 |
| P16-00118 | HOLT OF CALIFORNIA | WHS Forklift Service - General Stores | 01-5621-0000 | 1,000.00 |
| P16-00119 | Tahoe Pure | WHS / BOTTLED WATER 15-16 | 01-4300-0000 | 250.00 |
| Total Location | | | | 326,829.31 |
| Location Yuba Feather K-6 (29) | | | | |
| P15-03475 | AMAZON.COM | iPad Cases | 01-4300-6500 | 33.30 |
| P15-03487 | PERMA BOUND | YUBA FEATHER SCHOOL LIBRARY | 01-4200-3010 | 2,482.79 |
| P15-03510 | SUTTER BUTTES COMMUNICATIONS | YFS Radios | 01-4300-0000 | 3,282.89 |
| | | | 01-4300-0004 | 2,269.86 |
| P16-00085 | SMILE BUSINESS PRODUCTS, INC. | Yuba Feather Copier Rental | 01-5621-0003 | 260.00 |
| | | | 01-5630-0003 | 3,520.54 |
| Total Location | | | | 11,849.38 |
| Location Yuba Gardens Intermediate (39) | | | | |

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|---|------------------------------------|--|-------------------|----------------|
| Location Yuba Gardens Intermediate (39) | | | | |
| P15-03449 | AMAZON.COM | JACOBS/GATES | 01-4300-0004 | 49.45 |
| P16-00086 | ADVANCED DOCUMENT CONCEPTS | YGS Staff Copier Maint. 15/16 SY | 01-5621-0003 | 1,025.00 |
| P16-00087 | Sharp Electronics Corp. | Yuba Gardens Admin Copier Service 15-16 SY | 01-5621-0003 | 1,200.00 |
| P16-00129 | PTM DOCUMENT SYSTEMS P.O. BOX 7789 | YGS Maint. 15-16 SY | 01-5621-0003 | 499.00 |
| Total Number of POs | | | Total Location | 2,773.45 |
| | | | Total | 3,325,695.53 |

Fund Recap

| Fund | Description | PO Count | Amount |
|------------------------|-------------|----------|--------------|
| 01 | Gen Fund | 106 | 420,453.70 |
| 09 | Chtr Schs | 9 | 9,957.25 |
| 12 | Child Dev | 4 | 16,404.38 |
| 13 | Cafeteria | 4 | 3,031.09 |
| 73 | Fndh Priv | 2 | 100.00 |
| Total Fiscal Year 2015 | | | 449,946.42 |
| 01 | Gen Fund | 251 | 2,765,402.96 |
| 09 | Chtr Schs | 3 | 3,809.91 |
| 12 | Child Dev | 2 | 28,074.00 |
| 13 | Cafeteria | 2 | 3,888.61 |
| 14 | Def Maint | 8 | 73,203.00 |
| 25 | Cap Fac | 1 | 1,370.63 |
| Total Fiscal Year 2016 | | | 2,875,749.11 |
| Total | | | 3,325,695.53 |

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PO Changes

| | New PO Amount | Fund/ Object | Description | Change Amount |
|-----------|---------------|-----------------|----------------------|---------------|
| P13-03292 | 279,687.64 | 23-6220 | MJ G BND9P/Architect | 28,938.00 |
| P15-00053 | 475.00 | 01-5621 | Gen Fund/Maint Cont | 125.00 |
| P15-00064 | 3,800.00 | 01-4300 | Gen Fund/Mat&Suppli | 1,000.00 |
| P15-00073 | 567.07 | 01-4300 | Gen Fund/Mat&Suppli | 67.07 |
| P15-00080 | 3,800.00 | 01-4300 | Gen Fund/Mat&Suppli | 500.00 |
| P15-00082 | 9,800.00 | 01-5801 | Gen Fund/Contracts | 300.00 |
| P15-00103 | 17,227.20 | 01-4300 | Gen Fund/Mat&Suppli | 227.20 |
| P15-00105 | 1,000.00 | 01-4300 | Gen Fund/Mat&Suppli | 1,000.00- |
| P15-00110 | 4,334.37 | 01-4300 | Gen Fund/Mat&Suppli | 334.37 |
| P15-00113 | 27,300.00 | 01-4300 | Gen Fund/Mat&Suppli | 1,300.00 |
| P15-00114 | 33,300.00 | 01-4300 | Gen Fund/Mat&Suppli | 100.00 |
| P15-00115 | 15,420.00 | 01-4300 | Gen Fund/Mat&Suppli | 20.00 |
| P15-00122 | 16,031.80 | 01-4300 | Gen Fund/Mat&Suppli | 3,968.20- |
| P15-00128 | 7,272.34 | 01-4300 | Gen Fund/Mat&Suppli | 1,272.34 |
| P15-00138 | 5,395.81 | 01-4300 | Gen Fund/Mat&Suppli | 1,000.00 |
| P15-00140 | 6,100.00 | 01-4300 | Gen Fund/Mat&Suppli | 100.00 |
| P15-00146 | 6,000.00 | 01-4300 | Gen Fund/Mat&Suppli | 122.08 |
| P15-00148 | 2,098.19 | 01-4300 | Gen Fund/Mat&Suppli | 51.77 |
| P15-00159 | 6,500.00 | 01-4300 | Gen Fund/Mat&Suppli | 1,000.00 |
| P15-00163 | 15,000.00 | 01-4300 | Gen Fund/Mat&Suppli | 9,000.00 |
| P15-00168 | 4,014.22 | 01-4300 | Gen Fund/Mat&Suppli | 53.18 |
| P15-00171 | 1,292.46 | 01-4300 | Gen Fund/Mat&Suppli | 2,658.14- |
| P15-00200 | 38,000.00 | 01-5880 | Gen Fund/Cont Buses | 5,000.00 |
| P15-00202 | 7,500.00 | 01-5641 | Gen Fund/Equip Repa | 1,000.00 |
| P15-00203 | 5,392.20 | 01-5630 | Gen Fund/Rents/Leas | 692.20 |
| P15-00204 | 16,700.00 | 01-4364 | Gen Fund/Tools/Part | 200.00 |
| P15-00205 | 11,311.33 | 01-5641 | Gen Fund/Equip Repa | 688.67- |
| P15-00206 | 53,500.00 | 01-4364 | Gen Fund/Tools/Part | 25,000.00 |
| P15-00207 | 725.00 | 01-5641 | Gen Fund/Equip Repa | 520.00- |
| P15-00209 | 16,056.76 | 01-4364 | Gen Fund/Tools/Part | 3,943.24- |

PO Changes (continued)

| | New PO Amount | Fund/ Object | Description | Change Amount |
|-----------|---------------|-----------------|-----------------------|---------------|
| P15-00210 | 5,050.00 | 01-5801 | Gen Fund/Contracts | 175.00- |
| P15-00224 | 5,200.00 | 01-4364 | Gen Fund/Tools/Part | 200.00 |
| P15-00225 | 6,770.77 | 01-5641 | Gen Fund/Equip Repa | 1,229.23- |
| P15-00227 | 31,470.00 | 01-4364 | Gen Fund/Tools/Part | 1,470.00 |
| P15-00232 | 2,800.00 | 01-4330 | Gen Fund/Supp Vehic | 800.00 |
| P15-00237 | 695.15 | 01-4300 | Gen Fund/Mat&Suppli | 804.85- |
| P15-00239 | 2,233.00 | 01-4300 | Gen Fund/Mat&Suppli | 433.00 |
| P15-00241 | 11,381.61 | 01-5641 | Gen Fund/Equip Repa | 3,618.39- |
| P15-00243 | 3,700.00 | 01-5641 | Gen Fund/Equip Repa | 3,062.13 |
| P15-00302 | 8,000.00 | 13-5641 | Cafeteria/Equip Repa | 3,000.00- |
| P15-00303 | 497,000.00 | 13-4717 | Cafeteria/FoodPurcSch | 28,000.00- |
| P15-00304 | 65,000.00 | 13-4717 | Cafeteria/FoodPurcSch | 5,000.00 |
| P15-00305 | 506,500.00 | 13-4711 | Cafeteria/Milk | 6,500.00 |
| P15-00310 | 289,000.00 | 13-4716 | Cafeteria/Produce | 49,000.00 |
| P15-00334 | 16,000.00 | 12-4300 | Child Dev/Mat&Suppli | 1,851.77 |
| P15-00346 | 29,500.00 | 13-4717 | Cafeteria/FoodPurcSch | 4,000.00- |
| P15-00413 | 38,000.00 | 01-4363 | Gen Fund/Tires&Tube | 2,000.00 |
| P15-00428 | 17,000.00 | 01-4300 | Gen Fund/Mat&Suppli | 9,000.00 |
| P15-00453 | 835.66 | 01-4300 | Gen Fund/Mat&Suppli | 115.00 |
| P15-00469 | 1,319.76 | 01-4300 | Gen Fund/Mat&Suppli | 320.20 |
| P15-00555 | 90,000.00 | 01-5801 | Gen Fund/Contracts | 30,000.00 |
| P15-00688 | 3,673.00 | 01-5630 | Gen Fund/Rents/Leas | 137.00 |
| P15-00779 | 1,500.00 | 09-4300 | Chtr Schs/Mat&Suppli | 1,000.00 |
| P15-00853 | 36,025.59 | 09-5801 | Chtr Schs/Contracts | 1,026.00 |
| P15-00864 | 252,578.00 | 01-5860 | Gen Fund/NPS Tuitio | 53,500.00 |
| P15-00880 | 78,000.00 | 01-5830 | Gen Fund/Legal | 13,000.00 |
| P15-00883 | 8,350.00 | 01-5810 | Gen Fund/Fingerprt | 600.00 |
| P15-00884 | 23,000.00 | 01-5810 | Gen Fund/Fingerprt | 1,000.00 |
| P15-00951 | 3,021.17 | 01-4300 | Gen Fund/Mat&Suppli | 202.00 |
| P15-01100 | 11,660.00 | 13-4716 | Cafeteria/Produce | 3,600.00 |

PO Changes (continued)

| | New PO Amount | Fund/ Object | Description | Change Amount |
|-----------|---------------|-----------------|----------------------------|---------------|
| P15-01136 | 1,196.00 | 01-4300 | Gen Fund/Mat&Suppli | 396.00 |
| P15-01137 | 1,650.00 | 01-4300 | Gen Fund/Mat&Suppli | 650.00 |
| P15-01194 | 1,800.00 | 01-4300 | Gen Fund/Mat&Suppli | 300.00 |
| P15-01318 | 260.39 | 01-4300 | Gen Fund/Mat&Suppli | 60.39 |
| P15-01353 | 790.00 | 01-5890 | Gen Fund/Other Serv | 290.00 |
| P15-01435 | 107,000.00 | 13-4716 | Cafeteria/Produce | 12,000.00 |
| P15-01459 | 1,850.00 | 01-5641 | Gen Fund/Equip Repa | 429.41 |
| P15-01620 | 750.00 | 01-4300 | Gen Fund/Mat&Suppli | 250.00 |
| P15-01805 | 6,000.00 | 01-4364 | Gen Fund/Tools/Part | 2,000.00 |
| P15-02031 | 19,381.78 | 01-5801 | Gen Fund/Contracts | 2,642.97 |
| P15-02032 | 12,333.86 | 01-5801 | Gen Fund/Contracts | 2,642.97 |
| P15-02059 | 2,000.00 | 01-5801 | Gen Fund/Contracts | 300.00 |
| P15-02072 | 16,991.37 | 13-6492 | Cafeteria/N-Instr F&E>\$5K | 2,878.36- |
| P15-02143 | 1,300.00 | 01-4300 | Gen Fund/Mat&Suppli | 300.00 |
| P15-02169 | 36.00 | 01-5890 | Gen Fund/Other Serv | 16.00 |
| P15-02260 | 17,400.00 | 13-5641 | Cafeteria/Equip Repa | 3,000.00 |
| P15-02463 | 8,000.00 | 13-4717 | Cafeteria/FoodPurcSch | 2,500.00- |
| P15-02659 | 8,500.00 | 01-4364 | Gen Fund/Tools/Part | 2,783.62 |
| P15-02855 | 513.82 | 01-4300 | Gen Fund/Mat&Suppli | 23.08- |
| P15-02948 | 531.17 | 01-4200 | Gen Fund/Oth Ref Bk | 27.81- |
| P15-02990 | 4,351.25 | 12-4410 | Child Dev/Equip NonC | 150.00 |
| P15-02996 | 750.00 | 09-4300 | Chrt Schs/Mat&Suppli | 500.00 |
| P15-03002 | 6,027.13 | 01-4300 | Gen Fund/Mat&Suppli | 795.28- |
| P15-03099 | 2,779.28 | 12-4300 | Child Dev/Mat&Suppli | 187.05 |
| P15-03104 | 325.56 | 01-4300 | Gen Fund/Mat&Suppli | 125.56 |
| P15-03147 | 375.18 | 01-4300 | Gen Fund/Mat&Suppli | 21.50 |
| P15-03165 | 491.03 | 01-4300 | Gen Fund/Mat&Suppli | 80.22- |
| P15-03274 | 169.76 | 01-4300 | Gen Fund/Mat&Suppli | 5.74 |
| P15-03325 | 13,584.80 | 01-5801 | Gen Fund/Contracts | 200.00 |
| P15-03332 | 219.97 | 01-4300 | Gen Fund/Mat&Suppli | 21.27 |

PO Changes (continued)

| | New PO Amount | Fund/ Object | Description | Change Amount |
|-----------|---------------|-----------------|---------------------|---------------|
| P15-03333 | 219.97 | 01-4300 | Gen Fund/Mat&Suppli | 21.27 |
| | | | Total PO Changes | 230,603.59 |

Peak-Ryzex, Inc.
10330 Old Columbia Road
Columbia MD 21046
888-275-7325

Sold to Party
MARYSVILLE JOINT UNIFIED SCHOOL DIS
ATTN: Kathy Cartwright
1919 B ST
MARYSVILLE CA 95901

Quotation
Document Number 950078383
Page 2 of 3

| Name | City | State | Qty | Total Amount |
|-------------------------------------|------------|-------|-----|--------------|
| MARYSVILLE JOINT UNIFIED SCHOOL DIS | MARYSVILLE | CA | 1 | \$ 1,728.00 |

Document Subtotal: \$ 1,728.00
Tax: \$ 0.00
Document Total: \$ 1,728.00

Note: All Document Currency in USD

STATEMENT OF WORK:

| | |
|-----------------------|---------------------------------|
| BILLING OPTION | ONE TIME BILLING |
| RESPONSE TIME | 9 HR RESPONSE (STANDARD) |
| PPM-COVERAGE | STANDARD M-F 8AM -5PM |

This quote is an offer for sale conditioned upon Customer's acceptance of the Peak-Ryzex Terms and Conditions located at the link provided below, unless there is in place as of the order date a current agreement signed by both parties applicable to the type of product and/or services ordered. By signature below and/or receipt of the products or services from Peak-Ryzex, Customer agrees that the Terms and Conditions exclusively govern and control the rights of the parties such that any purchase order or other writing Customer may submit to Peak-Ryzex shall only be for Customer's convenience. Any additional or differing terms, whether or not materially different, set forth in any communication from the Customer are hereby expressly rejected.
Terms and Conditions link: http://www.peak-ryzex.com/terms_and_conditions/general_terms_and_conditions.aspx

Client Signature

By: Gay Todd, Superintendent Name: Gay Todd, Superintendent Date: July 28, 2015

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Peak-Ryzex, Inc.
10330 Old Columbia Road
Columbia MD 21046
888-275-7325

Sold to Party
MARYSVILLE JOINT UNIFIED SCHOOL DIS
ATTN: Kathy Cartwright
1919 B ST
MARYSVILLE CA 95901

Quotation
Document Number 950078383
Page 3 of 3

| Item | Description | Qty | Total Amount |
|------------------|--|-----|--------------|
| Site: | MARYSVILLE JOINT UNIFIED SCHOOL SERVICE ZONE 1 1919 B ST MARYSVILLE, CA 95901 | | |
| 10 | Serv. M4100 LOW FUNCTION FDR/SEALER VALIDITY DATES: 08/01/2015 TO 07/31/2016 SERIAL(s) 11266 | 1 | \$ 1,728.00 |
| Subtotal: | | | 1,728.00 |
| Tax: | | | 0.00 |
| Total: | | | 1,728.00 |

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2015-16/01

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 2015-16

WHEREAS, The California Department of Education, Child Development Services, has submitted the 2015-16 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 2015-16 school year.

INCOME:

| | | |
|---------------|---------------------------|-------------|
| CPKS-5116 | 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 July 2015.

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. 15 - 16**DATE:** July 01, 2015**CONTRACT NUMBER:** CPKS-5116**PROGRAM TYPE:** PREKINDERGARTEN AND
FAMILY LITERACY PROG**PROJECT NUMBER:** 58-7273-00-5**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.

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, 2015 through June 30, 2016. The total amount payable pursuant to this Agreement shall not exceed \$5,000.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services (CDFS) on form CDFS-9529. Reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2015 through June 30, 2016 shall be included in the fiscal year 2015-16 audit due by the 15th day of the fifth month following the end of the Contractor's fiscal year, or earlier if specified by CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

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/ftc2015.asp>

| STATE OF CALIFORNIA | | CONTRACTOR | | | |
|---|---|--|-----------------------|--------------------------|--|
| BY (AUTHORIZED SIGNATURE) | | BY (AUTHORIZED SIGNATURE) | | | |
| PRINTED NAME OF PERSON SIGNING Suresh Chandra, Manager | | PRINTED NAME AND TITLE OF PERSON SIGNING Gay Todd, Superintendent | | | |
| TITLE Contracts, Purchasing and Conference Services | | ADDRESS 1919 B St. 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 |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 | (OPTIONAL USE) 0656 24859-7273 | | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 5,000 | ITEM 30.10.010. 6110-196-0001 | CHAPTER B/A | STATUTE 2015 | FISCAL YEAR 2015-2016 | |
| OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590 | | | | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | | | | |
| SIGNATURE OF ACCOUNTING OFFICER 223 | | T.B.A. NO. | | B.R. NO. | |
| | | 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

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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 proceeding 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 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

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) Marysville Joint Unified School District | CONTRACT # CPKS-5116 |
| PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Gay Todd, Superintendent | |
| SIGNATURE | DATE |

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2015-16/02

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 2015-16

WHEREAS, The California Department of Education, Child Development Services, has submitted the 2015-16 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 2015-16 school year.

INCOME:

| | | |
|-----------|---------------------------|-----------------|
| CSPP-5628 | 12-5025-0- - -8290- -9201 | \$ 98,773.00 |
| | 12-6105-0- - -8590- -9210 | \$ 1,708,615.00 |

| | | |
|-----------|---------------------------|--------------|
| CCTR-5317 | 12-5025-0- - -8290- -9201 | \$ 50,958.00 |
| | 12-5025-0- - -8290- -9201 | \$ 28,036.00 |
| | 12-6105-0- - -8530- -9212 | \$ 93,600.00 |

TOTAL REVENUE \$1,979,982.00

EXPENDITURES:

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

TOTAL EXPENDITURES \$1,979,982.00

PASSED AND ADOPTED THIS 28th DAY OF July 2015.

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. 15 - 16DATE: July 01, 2015CONTRACT NUMBER: CSPP-5628PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAMPROJECT NUMBER: 58-7273-00-5**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.

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, 2015 through June 30, 2016. 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 \$36.10 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,807,388.00.

SERVICE REQUIREMENTS

| | |
|--|----------|
| Minimum Child Days of Enrollment (CDE) Requirement | 50,066.0 |
| 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/ftc2015.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 St. Marysville, CA 95901 | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,807,388 | 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 \$ 1,807,388 | ITEM See Attached | CHAPTER | STATUTE |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 | FISCAL YEAR | |
| 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 | |

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CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-5628

| | | | | |
|---|---|-----------------------|-----------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 63,717 | 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 \$ 63,717 | ITEM 30.10.020.001 6110-194-0890 | CHAPTER B/A | STATUTE 2015 | FISCAL YEAR 2015-2016 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290 | | | |

| | | | | |
|---|---|-----------------------|-----------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 35,056 | 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 \$ 35,056 | ITEM 30.10.020.001 6110-194-0890 | CHAPTER B/A | STATUTE 2015 | FISCAL YEAR 2015-2016 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290 | | | |

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|--|---|-----------------------|-----------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,591,580 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | FUND TITLE General | | |
| PRIOR AMOUNT ENCUMBERED \$ 0 | (OPTIONAL USE)0656 23038-7273 | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,591,580 | ITEM 30.10.010. 6110-196-0001 | CHAPTER B/A | STATUTE 2015 | FISCAL YEAR 2015-2016 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590 | | | |

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|--|---|-----------------------|-----------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 117,035 | 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 \$ 117,035 | ITEM 30.10.020.001 6110-194-0001 | CHAPTER B/A | STATUTE 2015 | FISCAL YEAR 2015-2016 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590 | | | |

| | | |
|---|------------|----------|
| 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 229 | 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

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 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

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) Marysville Joint Unified School District | CONTRACT # CSPP-5628 |
| PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Gay Todd, Superintendent | |
| SIGNATURE | DATE |

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**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 15 - 16

DATE: July 01, 2015

CONTRACT NUMBER: CCTR-5317

PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMS

PROJECT NUMBER: 58-7273-00-5

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.

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, 2015 through June 30, 2016. 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 \$36.10 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$172,594.00.

SERVICE REQUIREMENTS

| | |
|--|---------|
| Minimum Child Days of Enrollment (CDE) Requirement | 4,781.0 |
| 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/ftc2015.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 St. Marysville, CA 95901 | | | | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 172,594 | 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 \$ 172,594 | 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. | | | | | | |
| SIGNATURE OF ACCOUNTING OFFICER See Attached | | | | | | |
| | | T.B.A. NO. | B.R. NO. | | | |
| | | DATE | | | | |

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-5317

| | | | | |
|---|---|-----------------------|-----------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 50,958 | 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 \$ 50,958 | ITEM 30.10.020.001 6110-194-0890 | CHAPTER B/A | STATUTE 2015 | FISCAL YEAR 2015-2016 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290 | | | |

| | | | | |
|---|---|-----------------------|-----------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 28,036 | 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 \$ 28,036 | ITEM 30.10.020.001 6110-194-0890 | CHAPTER B/A | STATUTE 2015 | FISCAL YEAR 2015-2016 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290 | | | |

| | | | | |
|---|---|-----------------------|-----------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 93,600 | 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 \$ 93,600 | ITEM 30.10.020.001 6110-194-0001 | CHAPTER B/A | STATUTE 2015 | FISCAL YEAR 2015-2016 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590 | | | |

| | | |
|---|------------|----------|
| 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 234 | 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

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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,

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE 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. 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)
Marysville Joint Unified School District

CONTRACT #
CCTR-5317

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Gay Todd, Superintendent

SIGNATURE

DATE

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SY 2015-16 Price Adjustment Calculator

[Go to Instructions](#)

| SY 2015-16 Weighted Average Price Requirement | |
|--|--|
| Requirement price to the nearest cent | Optional price requirement ROUNDED DOWN to nearest 5 cent |
| \$ 1.80 | \$ 1.80 |
| Note: Above prices are based on adjusting SY 2014-2015 price requirement by the 2% rate increase plus the Consumer Price Index (2.19%) | |

| SY 2014-15 Weighted Average Price Calculator | | | |
|---|------------------|---------------------|-----------------------------------|
| Enter the paid prices and number of paid lunches sold at each price for October 2014. | | | |
| Monthly # of Paid Lunches | Paid Lunch Price | Monthly Revenue | SY 2014-15 Weighted Average Price |
| 1. 10,298 | \$ 1.50 | \$ 15,447.00 | |
| 2. 1,979 | \$ 1.75 | \$ 3,463.25 | |
| 3. 4,618 | \$ 2.25 | \$ 10,390.50 | |
| 4. | | \$ - | |
| 5. | | \$ - | |
| 6. | | \$ - | |
| 7. | | \$ - | |
| 8. | | \$ - | |
| 9. | | \$ - | |
| 10. | | \$ - | |
| TOTAL | 16,895 | \$ 29,300.75 | \$ 1.73 |
| Note: SY 2014-15 Weighted Average Price equal to or above \$2.70 are compliant for SY 2015-16. \$2.70 is the difference between the Free and Paid reimbursement rates for SY 2014-15. | | | |

| Total Price Increase for SY 2015-16 |
|-------------------------------------|
| \$ 0.07 |

| Required price increase for SY 2015-16 (with 10 cent cap) |
|---|
| \$ 1.80 |

| Remaining increase carried forward to SY 2016-17 |
|--|
| \$ - |

| Remaining credit carried forward to SY 2016-17 |
|--|
| \$ - |

[Go to SY2015-2016 Report](#)

Step 3 (Optional)

| Pricing Estimation Calculator | | | | |
|---|---------------------------|------------------|---------------------|------------------------|
| Below is a tool allowing users to manipulate prices to achieve the required new weighted average price. | | | | |
| | Monthly # of Paid Lunches | Paid Lunch Price | Monthly Revenue | Weighted Average Price |
| 1. | 10,298 | \$ 1.50 | \$ 15,447.00 | |
| 2. | 1,979 | \$ 1.75 | \$ 3,463.25 | |
| 3. | 4,618 | \$ 2.50 | \$ 11,545.00 | |
| 4. | | | \$ - | |
| 5. | | | \$ - | |
| 6. | | | \$ - | |
| 7. | | | \$ - | |
| 8. | | | \$ - | |
| 9. | | | \$ - | |
| 10. | | | \$ - | |
| TOTAL | 16,895 | | \$ 30,455.25 | \$ 1.80 |

Note: This tool is created to allow the user to only enter the number of paid lunches and the related prices. If any other parts of the tool are modified, the user runs the risk of calculating an incorrect new average price. Users should not modify the tool's current functionality.

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United States
Department of
Agriculture

Food and
Nutrition
Service

3101 Park
Center Drive
Alexandria, VA
22302-1500



DATE: October 8, 2014

MEMO CODE: SP 03-2015

SUBJECT: Paid Lunch Equity: School Year 2015-2016 Calculations and Tool

TO: Regional Directors
Special Nutrition Programs
All Regions

State Directors
Child Nutrition Programs
All States

School Program regulations at 7 CFR 210.14(e) require school food authorities (SFAs) participating in the National School Lunch Program to ensure sufficient funds are provided to the nonprofit school food service account for meals served to students not eligible for free or reduced price meals. There are two ways to meet this requirement: either through the prices charged for "paid" meals or through other non-Federal sources provided to the nonprofit school food service account.

This memorandum provides guidance on the calculations SFAs must make in order to ensure they are in compliance with these requirements for School Year (SY) 2015-16. In addition, the SY 2015-16 Paid Lunch Equity (PLE) tool to assist SFAs as they make these required calculations is attached to this memorandum.

SY 2015-2016 Paid Lunch Equity Calculations

For SY 2015-2016, SFAs which, on a weighted average, charged less than **\$2.70** for paid lunches in SY 2014-2015 are required to adjust their weighted average lunch price or add non-Federal funds to the non-profit school food service account. The amount of the per meal increase will be calculated using 2 percent plus 2.19 percent, or **4.19 percent**.

SFAs are reminded that they must use their unrounded adjusted average paid lunch price requirement from SY 2014-2015 when calculating the weighted average paid lunch price increase for SY 2015-2016. For example, if the unrounded SY 2014-2015 requirement was \$2.08 but the SFA opted to round down to \$2.05, the calculation of the SY 2015-2016 requirement is based on the \$2.08 unrounded SY 2014-2015 requirement.

If an SFA raised its weighted average paid lunch price above the required amount in SY 2014-2015, that excess paid lunch price increase may be subtracted from the total SY 2015-2016 paid lunch price increase requirement. SFAs must keep sufficient records to document and carry forward the average price calculations.

AN EQUAL OPPORTUNITY EMPLOYER

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Additionally, if an SFA did not raise its weighted average adjusted paid lunch price sufficiently to meet the required amount in SY 2014-2015, the shortfall must be added to the total SY 2015-2016 paid lunch price adjustment requirement.

Use of Non-Federal Sources Calculation

SFAs that choose to contribute non-Federal sources to the nonprofit school food service account in lieu of raising paid lunch prices must calculate the appropriate amount to contribute. To determine the amount of required revenue in lieu of a paid lunch price increase, the SFA determines the total number of paid reimbursable lunches claimed for the previous school year and multiplies by the difference between the SY 2014-2015 weighted average paid lunch price requirement and the SY 2014-2015 weighted average paid lunch price.

Sources of Non-Federal Funds

For SY 2013-14 and SY 2014-15, FNS expanded the definition of a non-Federal source to include all paid meals to help SFAs meet the PLE requirement and to acknowledge the continuing support by States and locals to improve access to and participation in the breakfast program. FNS has received positive response to this flexibility.

Therefore, for SY 2015-16, SFAs may continue to count as a non-Federal source:

- 1. Per-meal non-Federal reimbursement for any paid meal (breakfast, lunch, etc)**
- 2. Any funds provided by organizations for any paid meal**
- 3. Any proportion attributable to paid meals from direct payments made from school district funds to support lunch service**

Credit for Excess Non-Federal Funds

If an SFA's SY 2014-2015 estimate of the required contribution exceeded the actual level, that excess contribution may be subtracted from the total SY 2015-2016 contribution requirement. Further, if the SY 2014-2015 estimate was less than required, additional funds from non-Federal sources must be added. The PLE tool for determining the amount of non-Federal source contributions will allow for making these calculations using the same rationale as used for paid lunch prices—credit forward any extra funds contributed and account for any shortfalls when determining the amount of non-Federal funds requirement for the next school year.

SY 2015-16 PLE Tool

The first tab of the SY 2015-16 PLE tool includes detailed instructions on how to use the tool and what information is needed to complete the appropriate calculations. It is recommended that each user print and read the instructions before attempting to complete the calculations.

To assist SFAs making these required PLE calculations, the attached SY 2015-16 PLE tool makes the following calculations:

- Weighted average paid lunch price for SY 2014-15
- Required paid lunch price increase for SY 2015-16
- Required non-Federal source contribution required for SY 2015-16

The PLE tool also takes into account adjustments to paid lunch prices made by the SFA in SY 2014-15 to calculate any credit or shortfall the SFA may have accrued for SY 2015-16. For SFAs that opted to contribute non-Federal funds, the PLE tool also calculates credits and shortfalls for the SY 2015-16 required non-Federal source contribution.

The SY 2015-16 PLE tool also includes a feature that makes calculations for SFAs that wish to split the SY 2015-16 requirement by both raise prices and contributing a non-Federal source. This option may be attractive to SFAs that do not want to raise paid lunch prices the entire amount that they are required. To use the attached SY 2015-16 PLE tool, SFAs need the following information:

ALL SFAs need the following data to calculate the Weighted Average Price for SY 2015-16:

- SY 2014-15 Unrounded Price Requirement OR SY 2010-11 Weighted Average Price
- All paid lunch prices for October 2014
- Number of paid lunches served associated with each paid lunch price in October 2014

SFAs that have opted to contribute non-Federal sources also need:

- Total number of paid lunches served in SY 2013-14
- The total dollar amount of SY 2011-12, SY 2012-13, SY 2013-14 and SY 2014-15 non-Federal contribution

SFAs that wish to split the SY 2015-16 requirement by both raising paid lunch prices and contributing non-Federal sources will need all of the above information. Additionally, the PLE tool includes a report that SFAs can use to track the information they will need to make their SY 2016-17 calculations. SFAs can print the report and keep it in their records.

State agencies are reminded to distribute this memo to program operators immediately. SFAs should contact their State agencies for additional information. State agencies may direct any questions concerning this guidance to the appropriate FNS Office.

Original Signed

Cynthia Long
Deputy Administrator
Child Nutrition Programs
Attachment

EMPLOYMENT CONTRACT
between
RYAN DiGIULIO
and the Governing Board
of the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
OF YUBA COUNTY, CALIFORNIA

This Employment Contract ("Contract") is by and between the Marysville Joint Unified School District, hereafter referred to as "Board" or "District" and Ryan DiGiulio, hereafter referred to as "Assistant Superintendent, Business Services." This Contract supersedes any and all other agreements, oral or written, between the parties as of the date of the commencement of the term of this Contract.

In consideration for the promises by Assistant Superintendent, Business Services, District agrees to employ, and Assistant Superintendent, Business Services hereby accepts employment as Assistant Superintendent, Business Services of the Marysville Joint Unified School District. The position of Assistant Superintendent, Business Services has been designated by the Board of Trustees as a Senior Management position in the Classified Service, pursuant to Board of Trustees Resolution No. 2005-06/01, a copy of which is attached for reference (includes job description).

NOW, THEREFORE, District and Assistant Superintendent, Business Services, for the consideration set forth below, agree as follows:

I. TERM.

This Agreement shall commence on August 31, 2015, and shall terminate at the close of business on June 30, 2018.

II. COMPENSATION.

- A. For the balance of the 2015-16 fiscal year and through the 2017-18 fiscal year, the District shall pay Assistant Superintendent, Business Services an annual salary of one hundred fifty-four thousand five dollars (\$154,005.00). Salary shall be payable no later than the last business day of each month in installments of one-twelfth (1/12) of the annual salary rate which equals twelve thousand eight hundred thirty-three dollars and seventy-five cents (\$12,833.75) for services rendered. Total annual salary for the balanced of 2015-16 school year shall be prorated to reflect nine (9) months of service. The salary for the second year of this Contract will be determined by Governing Board action.
- B. Commencing with fiscal year 2015-16 and reflected in each subsequent year of this three (3)-year Contract with Assistant Superintendent, Business Services, and the annual amount shall be increased or decreased, as determined by Governing Board action.

- C. Each fiscal year, the Assistant Superintendent, Business Services annual compensation shall be adjusted by the same percentage increase/decrease as granted to other Cabinet/management employees of the District.
- D. With a positive evaluation of the Assistant Superintendent, Business Services by the Superintendent (see Article VI.); the Board shall meet and consider whether the Assistant Superintendent, Business Services annual salary shall be further increased above and beyond Article II. B. and C. above, for the current or upcoming fiscal year, as a result of his performance for the fiscal year being evaluated.
- E. Any compensation or salary increase shall be acted upon at a regularly-scheduled BOARD meeting, in open session.

III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF ASSISTANT SUPERINTENDENT, BUSINESS SERVICES.

Assistant Superintendent, Business Services shall be the chief business officer of the District. This Contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the California State Board of Education and the Governing Board of the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Contract as though fully set forth herein. Assistant Superintendent, Business Services shall perform all duties prescribed by said laws, rules, and regulations, and shall carry out all directions of the Superintendent and the Board.

IV. HEALTH AND WELFARE BENEFITS.

District shall continue to provide Assistant Superintendent, Business Services with health and welfare benefits as are provided to other management employees of the District.

V. DUTY DAYS, HOLIDAYS, VACATION DAYS AND OTHER LEAVES.

A. Full-Time Service

Assistant Superintendent, Business Services shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Contract. The year is normally exclusive of Saturdays, Sundays, holidays, and non-duty days. The position of Assistant Superintendent, Business Services is excluded from overtime compensation.

B. Holidays

Assistant Superintendent, Business Services shall receive sixteen (16) paid holidays, which are those granted to all other classified employees working a two hundred sixty-day (260) work calendar; these holidays are same holidays where the District office is closed for business.

In addition, the Assistant Superintendent, Business Services shall receive one (1) Floating Holiday, consistent with all Management Team members.

C. Vacation Days

Assistant Superintendent, Business Services shall receive fifteen (15) days of paid vacation per each fiscal year of this Contract (to be prorated if for less than the full fiscal year). Commencing with the fourth (4th) year of employment with the District, the Assistant Superintendent, Business Services shall receive eighteen (18) days of paid vacation per each fiscal year.

F. Illness Leave

Assistant Superintendent - Business Services shall accrue illness leave at the rate of one point one (1.1) days per month per Contract year. This leave may accumulate without limit.

G. Other Leaves

District shall provide Assistant Superintendent - Personnel Services with such other leaves as are provided by law and as provided to other management employees of the District.

VI. EVALUATION.

Each school year, Superintendent shall evaluate, in writing, the performance of Assistant Superintendent, Business Services consistent with this Contract, Assistant Superintendent, Business Services' job description and Assistant Superintendent, Business Services' duties and responsibilities.

VII. PROFESSIONAL GROWTH OF ASSISTANT SUPERINTENDENT, BUSINESS SERVICES.

District encourages the continuing professional growth of Assistant Superintendent, Business Services through his participation in:

1. The operations, programs and other activities conducted or sponsored by local, state and national school business administrator associations.
2. Seminars and courses offered by public or private educational institutions; and
3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Assistant Superintendent, Business Services to perform his professional responsibilities for the District.

4. In its encouragement, District shall permit a reasonable amount of release time for Assistant Superintendent, Business Services to attend such matters and shall pay, in accordance with Board policy, necessary travel and subsistence expenses. Assistant Superintendent, Business Services shall keep the Superintendent advised of such activities.

VIII. EXPENSE REIMBURSEMENT.

A. General

Other than transportation (see B below) and items specifically listed in Section IIB, District shall reimburse Assistant Superintendent, Business Services for all actual and necessary expenses incurred within the scope of employment. Reimbursement shall be in accordance with Board policy.

B. Transportation

District shall reimburse Assistant Superintendent, Business Services in accordance with Board policy. At a minimum reimbursement shall consist of the current IRS mileage rate for use of his private automobile.

C. Outside Professional Activities

Assistant Superintendent, Business Services may undertake work, speaking engagements, writings, lectures or other professional duties and obligations for fee provided that these activities do not interfere with Assistant Superintendent, Business Services performance of duties required under this Contract and all such activities are undertaken at no expense to DISTRICT. DISTRICT will reimburse Assistant Superintendent, Business Services for expenses and travel associated with similar activities, if Assistant Superintendent, Business Services does not receive a fee for those activities and BOARD determines, in advance, that such activities are of benefit to DISTRICT. In either event, Assistant Superintendent, Business Services shall provide advance notice to GOVERNING BOARD of all such activities undertaken by Assistant Superintendent, Business Services pursuant to this provision.

IX. TERMINATION OF EMPLOYMENT CONTRACT.

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Assistant Superintendent, Business Services giving one hundred eighty (180) calendar days' advance notice to Board of Assistant Superintendent, Business Services' intent to terminate the Contract.
- C. Retirement of the Assistant Superintendent, Business Services.

- D. Board giving Assistant Superintendent, Business Services notice of Board's intent to terminate the Contract for cause. Such termination proceedings shall be conducted in accordance with the procedure set forth in Governing Board Policy 2220.
- E. If GOVERNING BOARD terminates the Contract before its normal expiration, except pursuant to paragraphs A. to D. above, it shall pay Assistant Superintendent, Business Services, commencing from date of notification, not more than eighteen (18) months of salary and benefits, or for the number of months remaining on his contract with DISTRICT, whichever is less.

The actual amount to be paid shall be determined by the number of months remaining on the Contract, and the annual salary paid in the last year of actual employment with DISTRICT.

- F. If Assistant Superintendent, Business Services is commences drawing retirement benefits from the Public Employees Retirement System (PERS) during any portion of the time he is being compensated by DISTRICT pursuant to this Paragraph E., such earnings shall reduce, on a dollar-for-dollar basis, DISTRICT's obligation under this section.
- G. For each affected month during the period of time Assistant Superintendent, Business Services is to be compensated by DISTRICT pursuant to this Paragraph E., Assistant Superintendent, Business Services shall provide DISTRICT with a statement of earnings, if any, which shall become a pro-rated offset against DISTRICT's monthly obligation under this section for the following month. The compensation set forth in Paragraph E above shall be the only compensation of any kind which shall be due Assistant Superintendent, Business Services upon termination of this Contract pursuant to this Paragraph E.

X. EXTENSION OF EMPLOYMENT CONTRACT.

If Assistant Superintendent - Business Services evaluation at the end of any fiscal year of this Contract has been rated by the Superintendent as "progressing acceptably" or better, this Contract may be extended by the Board for one (1) additional year, by action of the Board. If extended, this extension shall be confirmed publicly by the Board as required by law. In the event this Contract is extended by operation of this provision, this provision continues to apply to the Contract as extended. This Article does not preclude the Assistant Superintendent - Business Services from requesting contract extensions at times he deems appropriate. At no time shall the term of this Contract exceed four (4) years. Any extension shall occur at a regularly-scheduled BOARD meeting in open session.

XI. RENEWAL OF EMPLOYMENT CONTRACT.

Board shall decide and notify Assistant Superintendent, Business Services, in writing, by the last day of January of the closing fiscal year of this Contract, as to what extension, if any, will be offered to this Contract. Assistant Superintendent, Business Services shall remind Superintendent of this requirement no later than the date of the last regular Board meeting the preceding December.

XII. POST-RETIREMENT HEALTH PROVISIONS

Upon retirement from the District, the Assistant Superintendent, Business Services will be entitled to participate in the District's post-retirement health plans by paying 100% of the cost of the selected plan. Plan offerings will be the same as offered to other retired management employees of the District. Assistant Superintendent, Business Services will be eligible for participation until the later of the end of the month of his 65th birthday or eligibility for Medicare.

XIII. GENERAL PROVISIONS.

- A. This Contract is the full and complete Contract between the parties hereto, and it can be changed or modified only in writing, signed by the parties or their successors-in-interest to this Contract.
- B. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid or illegal.
- C. This Contract shall be construed in all respects and in accordance with and governed by the laws and decisions of the State of California.
- D. This Agreement shall inure to the benefit of and be binding upon the heirs, administrators, successors, and assigns of the parties hereto.
- E. Except as modified herein, this Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Contract as thought fully set forth herein.
- F. Any salary or paid leave salary provided the Assistant Superintendent of Business Services pending an investigation shall be fully reimbursed if the Assistant Superintendent of Business Services is convicted of a crime involving an abuse of his office or position, as set forth in Government Code sections 53243 and 53243.4.

Any funds for the legal criminal defense of the Assistant Superintendent of Business Services provided by the District shall be fully reimbursed to the District if the Assistant Superintendent of Business Services is convicted of an abuse of his office or position, as set forth in Government Code sections 53243.1 and 53243.4.

Regardless of the term of this Contract, if this Contract is terminated, any cash settlement related to the termination that the Assistant Superintendent of Business Services receives from the District shall be fully reimbursed to the District if the Assistant Superintendent of Business Services is convicted of a crime involving an abuse of his office or position, as set forth in Government Code sections 53243.2 and 53243.4.

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties hereto.

FOR THE BOARD OF TRUSTEES OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT:

By: _____
Bernard P. Rechs, Board President
Date

By: _____
Jim C. Flurry, Board Clerk
Date

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Assistant Superintendent, Business Services of the Marysville Joint Unified School District.

By: _____
Ryan DiGiulio
Date

APPROVED IN OPEN SESSION OF REGULAR MEETING OF THE BOARD OF TRUSTEES ON July 28, 2015

Marysville Joint Unified School District

RESOLUTION NO. 2005-06/01

**Declaration of Assistant Superintendent of Business Services as a
Classified Senior Management Position**

BE IT RESOLVED by the Governing Board of the Marysville Joint Unified School District, and hereby ordered that:

WHEREAS, the position of Assistant Superintendent of Business Services of the Marysville Joint Unified School District is an administrative/management position requiring an individual who has highly specialized skills, knowledge, and experience; and

WHEREAS, the person in this position will be required to perform the leadership and management duties and responsibilities consistent with a *Classified Senior Management* level position under the supervision of the Superintendent; and

WHEREAS, this *Classified Senior Management* level position is charged with the responsibility for the fiscal and operations functions of the district.

NOW, THEREFORE, BE IT RESOLVED and Declared that the Assistant Superintendent of Business Services shall be categorized and classified as *Classified Senior Management*; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that this position is hereby declared as stipulated above.

PASSED AND ADOPTED this 26th day of July 2005, at a meeting by the Governing Board of the Marysville Joint Unified School District of Yuba County, California by the following vote:

AYES: Boom, Fonley, Harris, Flurry, Rechs, Sebo

NOES: None

ABSENT: Markle

ABSTAIN: None

ATTEST:


Sandy S. Fonley
President, Board of Trustees


Gay Todd
Superintendent



At-Risk Student Consultant at Yuba Gardens Intermediate School
CONTRACT SERVICES AGREEMENT
School Site-Services

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on July 28, 2015 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Rick Wise (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 **TERM:** This Agreement shall have a term of **the 2015-16 school year** commencing from **August 1, 2015 – June 30, 2016**

1.3 **COMPENSATION:**

A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **see Exhibit A.**(hereinafter, the "Approved Rate Schedule").

B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO CENTS (\$37,500.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of **three thousand four hundred and nine dollars and nine cents (\$3,409.09) averaged over eleven (11) months** as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within **THIRTY (30)** calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **FORTY-FIVE (45)** calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

II. PERFORMANCE OF AGREEMENT

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

and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

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

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of

any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this

Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

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

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day

cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.

- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
 - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The DISTRICT may exercise any other available and lawful right or remedy.

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

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:
Rick Wise
1628 Cattail Court
Marysville, CA 95901

Phone: (530) 455-5419
Fax: \
Email:

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Asst. Supt/Business Services
Phone: 749-6114
Fax: 742-0573

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

- 6.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
- 6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Dr. Gay Todd, Superintendent

Contractor

By: _____

Name **Rick Wise**

Title: **YGS At-Risk Consultant**

Exhibit A

Yuba Gardents Intermediate School

Scope of Work

At-Risk Consultant Contractual 2015-16 School year

Through academic, social, and behavioral counseling, Rick Wise will assist the site in promoting increased student achievement and success.

Onsite Counseling eight (8) hours each day.

Beginning: August 1, 2015

Concluding: June 30, 2016

Payment: Monthly payments of \$3,409.09 (\$37,500.00 averaged over 11 months)

Service days: 185 Service days must be rendered in order to receive compensation equal to but not to exceed annual total as reflected in Agreement. An amount equal to a daily average shall be deducted from monthly total of \$3,409.09 for non-service days each month.

Service to include, but not limited to:

- ❖ Student Counseling
- ❖ Community Outreach for Student Support
- ❖ Site Outreach for Student Support

260

Marysville Joint USD

Board Policy

School-Sponsored Trips

BP 6153

Instruction

The Board of Education recognizes that school-sponsored trips are an important component of a student's development and supplement and enrich the classroom learning experience.

School-sponsored trips may be conducted in connection with the district's course of study or school-related social, educational, cultural, athletic, school band activities, or other extracurricular or cocurricular activities. A field trip to a foreign country may be permitted to familiarize students with the language, history, geography, natural science, and other studies relative to the district's course of study.

(cf. 6143 - Courses of Study)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

Requests for school-sponsored trips involving out-of-state, out-of-country, or overnight travel shall be submitted to the Superintendent or designee. The Superintendent or designee shall review the request and make a recommendation to the Board as to whether the request should be approved by the Board. All other school-sponsored trips shall be approved in advance by the principal and the district office.

(cf. 3312.2 - Educational Travel Program Contracts)

The Superintendent or designee shall establish a process for approving a staff member's request to conduct a school-sponsored trip. When planning trips, staff shall consider student safety, objectives of instruction, the most effective use of instructional time, the distance from school, district and student expense, and transportation and supervision requirements. **Travel is limited to one day prior and one day post activity to allow adequate time for travel. Any and all activities, such as sightseeing local education-based attractions, are limited to the city in which the primary activity is taking place.** The Superintendent or designee may exclude from the trip any student whose presence on the trip would pose a safety or disciplinary risk.

(cf. 3530 - Risk Management/Insurance)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 5142 - Safety)

(cf. 5143 - Insurance)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

No field trip shall be authorized if any student would be excluded from participation because of a

lack of sufficient funds. The Superintendent or designee shall coordinate with community groups to supply funds for students in need. (Education Code 35330)

(cf. 1230 - School-Connected Organizations)

(cf. 1321 - Solicitation of Funds from and by Students)

(cf. 1700 - Relations Between Private Industry and the Schools)

District funds shall not be used to pay student expenses for out-of-state or out-of-country field trips or excursions. However, expenses of instructors, chaperones, and other personnel participating in such trips, as well as incidental expenses for the use of district equipment during the trip, may be paid from district funds. (Education Code 35330)

Legal Reference:

EDUCATION CODE

8760 Authorization of outdoor science and conservation programs

32040-32044 First aid equipment: field trips

35330 Excursions and field trips

35331 Provision for medical or hospital service for pupils (on field trips)

35332 Transportation by chartered airline

35350 Transportation of students

44808 Liability when pupils not on school property

48908 Duties of pupils; authority of teachers

BUSINESS AND PROFESSIONS CODE

17540 Travel promoters

17550-17550.9 Sellers of travel

17552-17556.5 Educational travel organizations

Management Resources:

WEB SITES

American Red Cross: <http://www.redcross.org>

California Association of Directors of Activities: <http://www.cada1.org>

U.S. Department of Homeland Security: <http://www.dhs.gov>

Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: *[agendized July 28, 2015 board meeting]*

Marysville Joint USD

Administrative Regulation

Community Day School

AR 6185

Instruction

Involuntary Transfer

A student may be assigned to a community day school only upon meeting one or more of the following conditions: (Education Code 48662)

1. The student is expelled for any reason.

(cf. 5144.1 - Suspension and Expulsion/Due Process)

2. The student is probation-referred pursuant to Welfare and Institutions Code 300 and/or Welfare and Institutions Code 602.

3. The student is referred by a school attendance review board (SARB) or other district-level referral process.

4. **The student did not meet the requirements for promotion from the eighth grade.**

The first priority for assignment to a community day school shall be given to students expelled pursuant to Education Code 48915 (d). Second priority shall be given to students expelled for other reasons, and third priority shall be given to students referred according to item #2 or #3 above. These priorities are applicable unless the district has an agreement that the County Superintendent of Schools shall serve any of the above students. (Education Code 48662)

In the case of any student who has been identified as eligible for services under the federal Individuals with Disabilities Education Act or Section 504 of the federal Rehabilitation Act of 1973, assignment to a community day school shall be first approved by the student's Individualized Education Program (IEP) team or school site committee (e.g., student study team) as required by law.

(cf. 5144.2 - Suspension and Expulsion (Students with Disabilities))

(cf. 6159 - Individualized Education Program)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

(cf. 6164.6 - Identification and Education Under Section 504)

At least 10 calendar days prior to the involuntary transfer of a student as a result of a district-level referral process, the Superintendent or designee shall provide written notice of the transfer to the student's parent/guardian or to the adult student age 18 or older. The notice shall

contain a statement of the facts and circumstances upon which the transfer is based, its duration, and the conditions for readmission. The notice shall advise the student's parent/guardian or adult student of the opportunity to inspect and obtain copies of all documents supporting the transfer. In addition, the notice shall also state that the parent/guardian or adult student has five school days to request a meeting with the Superintendent or designee to discuss the transfer.

If the Superintendent designates an individual to represent the district at the meeting, the individual so designated shall not be a member of the staff of the school at which the student is currently enrolled.

At the meeting, the reason for the transfer shall be reviewed with the parent/guardian or adult student and the parent/guardian or adult student may present evidence on the student's behalf.

The Superintendent or designee shall send the parent/guardian or adult student written notice of the decision to transfer or not transfer within three school days of the meeting.

If the parent/guardian or adult student desires to appeal the Superintendent's decision to the Board of Education, he/she shall file written notice of the intent to appeal within five school days of receiving the decision. The Board shall determine whether or not to hear the appeal within 15 calendar days. If the Board desires to hear the appeal, the Board shall decide the appeal within 30 calendar days of receipt of the notice of the appeal. The Board's decision shall be final.

Instruction

Academic programs offered in the community day school shall be comparable to those available to students of a similar age in the school district. (Education Code 48663)

The minimum school day for community day school students shall be 360 minutes of classroom instruction provided by a certificated employee of the district reporting attendance for apportionment purposes. Independent study shall not be used as a means of providing any part of this minimum day. (Education Code 48663)

(cf. 6158 - Independent Study)

Facilities

To house community day school operations, the district shall do one or more of the following: (Education Code 17292.5)

1. Use available school facilities conforming with Field Act requirements
2. Apply for emergency portable classrooms pursuant to Education Code 17085-17096.
3. Upon certifying to the State Allocation Board that all reasonable efforts have been made to use facilities that conform with the Field Act requirements of item #1 above, enter into lease

agreements for facilities for which a structural engineer has submitted a report stating that substantial structural hazards do not exist.

Every three years, the Superintendent or designee shall report to the State Allocation Board on the facilities used for the district's community day programs and efforts to place these programs in facilities that conform with the requirements of item #1 above. (Education Code 17292.5)

Location of the School Site

A district desiring to operate a community day school to serve any of grades K-6, but no higher grades, may situate the community day school on the same site as an elementary, middle, junior high, comprehensive senior high, opportunity or continuation school when the Board certifies by a two-thirds vote that no satisfactory alternative facilities are available for a community day school in those grades. (Education Code 48661)

A district organized to serve grades K-8, but no higher grades, may situate a community day school on the same site as an elementary, middle, junior high, comprehensive senior high, opportunity or continuation school when the Board certifies by a two-thirds vote that no satisfactory alternative facilities are available for a community day school in those grades. (Education Code 48661)

(cf. 9323.2 - Actions by the Board)

A district with 2,500 Average Daily Attendance or less, may situate a community day school on the same site as an elementary, middle, junior high, comprehensive senior high, opportunity, or continuation school when the Board certifies by a two-thirds vote that no satisfactory alternative facilities are available for a community day school. (Education Code 48661)

Such Board certifications shall be valid for not more than one school year and may be renewed by a subsequent two-thirds vote of the Board. (Education Code 48661)

Regulation MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
approved: September 23, 2014 Marysville, California
revised: *[agendized 7/28/15 board meeting]*

Marysville Joint USD

Administrative Regulation

Non-Promoted 8th Grade Students

AR 6146.5

Instruction

Students not meeting the criteria for Board Policy 6146.5 will be transferred to the MJUSD Community Day School program for the fall of their freshman year. Students will have access to smaller classes, academic counseling, enhanced study skills development, and organizational skills training. Students can earn up to 30 high school credits per semester with an opportunity to earn an additional five (5) semester credits.

With the successful completion of the fall semester at the MJUSD Community Day School, students will be transferred back to their high school of residence for the spring semester without an academic contract and with the prerequisite skills to be a successful high school student.

Regulation MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

approved: *[agendized 7/28/15 board meeting]* Marysville, California

Marysville Joint USD

Board Policy

Promotion Ceremony Requirements

BP 6146.5

Instruction

8th Grade Academic Promotion Ceremony Requirements

In order to earn a Certificate of Promotion from the 8th Grade and participate in a District school's 8th grade promotion ceremony and related activities, a student must:

1. Be enrolled as a full-time student at least six periods during the entire fourth quarter or present records that meet the intent of #2, #3, and #4 below.
2. Maintain a cumulative average 2.0 GPA for the 8th grade year except as noted below.
3. Not be on suspension, or recommended for expulsion at the time of the promotion ceremony.
4. Be in attendance at least 85% of the school days enrolled during the fourth quarter. Days of absence while under a doctor's care will be deducted from the absences used in calculating attendance during the fourth quarter.

If the student is in danger of not meeting #2 above, it will be the responsibility of the school to notify the student(s) and parent(s) and/or guardian by phone, if possible, and if not by phone, by certified letter at the following times:

? At the beginning of the fourth quarter.

? At such time as the student is in danger of not meeting these requirements, including, but not limited to just prior to finals, if those tests may result in the student not meeting these requirements.

The principal, and only the principal, can, at his/her discretion, create a promotion contract to allow a student with a GPA of at least 1.75 at the end of the third quarter of the 8th grade to participate in promotion activities when special circumstances exist. Each contract will contain, at a minimum, the following criteria:

1. Evidence that the student's grades in the first three quarters of the 8th grade are not representative of the student's ability and there have been special circumstances that have resulted in those lower grades.
2. The student receives a GPA of not less than 2.5 during the fourth quarter of the 8th grade.

3. The student must complete classwork, assigned extra-credit, and/or make-up work, and participate in after school tutoring programs as assigned by his/her teachers.
4. The student's attendance for the fourth quarter is at or above the 90% level as defined above.
5. The student's parent(s) or guardian, the student, and the principal sign the contract.

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

Marysville Joint USD

Board Policy

Uniform Complaint Procedures

BP 1312.3

Community Relations

The Board of Education recognizes that the district is ~~primarily responsible for complying has~~ **the primary responsibility to ensure compliance** with applicable state and federal laws and regulations governing educational programs. ~~The district shall investigate and seek to resolve any complaints alleging failure to comply with such laws and/or alleging discrimination, harassment, intimidation, or bullying in accordance with the district's uniform complaint procedures. (5 CCR 4620)~~ **The Board encourages the early, informal resolution of complaints whenever possible and appropriate. To resolve complaints which cannot be resolved through such informal process, the Board shall adopt the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.**

~~The district shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination, harassment, intimidation, or bullying in district programs and activities against any protected group as identified under Education Code 200 and 220, Penal Code 422.55, or Government Code 11135, including actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any district program or activity that receives or benefits from state financial assistance. (5 CCR 4610)~~

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~

~~(cf. 4030—Nondiscrimination in Employment)~~

~~(cf. 4031—Complaints Concerning Discrimination in Employment)~~

~~(cf. 5131.2—Bullying)~~

~~(cf. 5145.3—Nondiscrimination/Harassment)~~

~~(cf. 5145.7—Sexual Harassment)~~

~~Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and career technical and technical training programs, child care and development programs, child nutrition programs, and special education programs. (5 CCR 4610)~~

1. **Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child**

care and development programs, child nutrition programs, and special education programs (5 CCR 4610)

(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5148 - Child Care and Development)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any person, based on his/her actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics, in district programs and activities, including, but not limited to, those funded directly by or that receive or benefit from any state financial assistance (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

~~Uniform complaint procedures shall also be used when addressing complaints alleging the district's failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities, the requirements for the development and adoption of a school safety plan, and state and/or federal laws in Adult Basic Education, Migrant Education, Vocational Education, Special Education Programs, Title I Programs, Education for English Language Learners, Individualized Education Program, Free and Reduced Price meals, Consolidated Categorical Aid Programs, Child Care and Development Programs, Child Nutrition Programs, Comprehensive Safety Plans, Complaints Concerning Discrimination in Employment, and Unlawful discrimination based on age, sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability in any program or activity that receives or benefits from state financial assistance.~~

~~(cf. 0450 - Comprehensive Safety Plan)~~

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~
~~(cf. 1312.1—Complaints Concerning District Employees)~~
~~(cf. 1312.2—Complaints Concerning Instructional Materials)~~
~~(cf. 3260—Fees and Charges)~~
~~(cf. 3320—Claims and Actions Against the District)~~
~~(cf. 3553—Free and Reduced Price Meals)~~
~~(cf. 3555—Nutrition Program Compliance)~~
~~(cf. 4031—Complaints Concerning Discrimination in Employment)~~
~~(cf. 5141.4—Child Abuse Prevention and Reporting)~~
~~(cf. 5148—Child Care and Development)~~
~~(cf. 6159—Individualized Education Program)~~
~~(cf. 6171—Title I Programs)~~
~~(cf. 6174—Education for English Language Learners)~~
~~(cf. 6175—Migrant Education Program)~~
~~(cf. 6178—Career Technical Education)~~
~~(cf. 6178.1—Work-Based Learning)~~
~~(cf. 6178.2—Regional Occupational Center/Program)~~
~~(cf. 6200—Adult Education)~~

3. Any complaint alleging district violation of the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

~~(cf. 3260 - Fees and Charges)~~
~~(cf. 3320 - Claims and Actions Against the District)~~

4. Any complaint alleging that the district has not complied with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

~~(cf. 0460 - Local Control and Accountability Plan)~~

5. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

~~Complaints related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, teacher vacancies and misassignments and deficiency in the district's provision of instruction and/or services to any student who, by the completion of grade 12, has not passed one or both of the high school exit examination shall be investigated pursuant to the district's Williams uniform complaint procedure (A R 1312.4).~~

~~(cf. 1312.4—Williams Uniform Complaint Procedures)~~

~~The Board encourages the early, informal resolution of complaints at the site level whenever possible.~~

~~The Board acknowledges and respects every individual's right to privacy. Discrimination, harassment, intimidation, or bullying complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee, on a case-by-case basis.~~

~~(cf. 4119.23/4219.23/4319.23 – Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 – Student Records)
(cf. 9011 – Disclosure of Confidential/Privileged Information)~~

~~The Board prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades, or work assignments of the complainant.~~

6. Any other complaint as specified in a district policy

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint, if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

**(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)**

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the

appropriate law enforcement agency.

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.

4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

~~200-262.4 Prohibition of discrimination~~

~~8200-8498 Child care and development programs~~

~~8500-8538 Adult basic education~~

~~18100-18203 School libraries~~

~~32289 School safety plan, uniform complaint procedures~~

~~35186 Williams uniform complaint procedures~~

~~37254 Intensive instruction and services for students who have not passed exit exam~~

~~41500-41513 Categorical education block grants~~

~~48985 Notices in language other than English~~

~~49010-49013 Student fees~~

~~49060-49079 Student records~~

~~49490-49590 Child nutrition programs~~

~~52160-52178 Bilingual education programs~~

~~52300-52490 Career technical education~~

~~52500-52616.24 Adult schools~~

~~52800-52870 School-based program coordination~~

~~54000-54028 Economic impact aid programs~~

~~54100-54145 Miller-Unruh Basic Reading Act~~

~~54400-54425 Compensatory education programs~~

~~54440-54445 Migrant education~~

~~54460-54529 Compensatory education programs~~

~~56000-56867 Special education programs~~

~~59000-59300 Special schools and centers~~
~~64000-64001 Consolidated application process~~
~~GOVERNMENT CODE~~
~~11135 Nondiscrimination in programs or activities funded by state~~
~~12900-12996 Fair Employment and Housing Act~~
~~PENAL CODE~~
~~422.55 Hate crime; definition~~
~~422.6 Interference with constitutional right or privilege~~
~~CODE OF REGULATIONS, TITLE 5~~
~~3080 Application of section~~
~~4600-4687 Uniform complaint procedures~~
~~4900-4965 Nondiscrimination in elementary and secondary education programs~~
~~UNITED STATES CODE, TITLE 20~~
~~6301-6577 Title I basic programs~~
~~6601-6777 Title II preparing and recruiting high quality teachers and principals~~
~~6801-6871 Title III language instruction for limited English proficient and immigrant students~~
~~7101-7184 Safe and Drug Free Schools and Communities Act~~
~~7201-7283g Title V promoting informed parental choice and innovative programs~~
~~7301-7372 Title V rural and low-income school programs~~

Management Resources:

WEB SITES

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

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

~~U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32289 School safety plan, uniform complaint procedures
35186 Williams uniform complaint procedures
48985 Notices in language other than English
49010-49013 Student fees
49060-49079 Student records
49490-49590 Child nutrition programs
52060-52077 Local control and accountability plan, especially
52075 Complaint for lack of compliance with local control and accountability plan requirements
52160-52178 Bilingual education programs
52300-52490 Career technical education
52500-52616.24 Adult schools
52800-52870 School-based program coordination
54400-54425 Compensatory education programs

54440-54445 Migrant education
 54460-54529 Compensatory education programs
 56000-56867 Special education programs
 59000-59300 Special schools and centers
 64000-64001 Consolidated application process
GOVERNMENT CODE
 11135 Nondiscrimination in programs or activities funded by state
 12900-12996 Fair Employment and Housing Act
PENAL CODE
 422.55 Hate crime; definition
 422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 5
 3080 Application of section
 4600-4687 Uniform complaint procedures
 4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
 1221 Application of laws
 1232g Family Educational Rights and Privacy Act
 1681-1688 Title IX of the Education Amendments of 1972
 6301-6577 Title I basic programs
 6801-6871 Title III language instruction for limited English proficient and immigrant students
 7101-7184 Safe and Drug-Free Schools and Communities Act
 7201-7283g Title V promoting informed parental choice and innovative programs
 7301-7372 Title V rural and low-income school programs
 12101-12213 Title II equal opportunity for individuals with disabilities
UNITED STATES CODE, TITLE 29
 794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
 2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
 2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
 6101-6107 Age Discrimination Act of 1975
CODE OF FEDERAL REGULATIONS, TITLE 28
 35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
 99.1-99.67 Family Educational Rights and Privacy Act
 100.3 Prohibition of discrimination on basis of race, color or national origin
 104.7 Designation of responsible employee for Section 504
 106.8 Designation of responsible employee for Title IX
 106.9 Notification of nondiscrimination on basis of sex
 110.25 Notification of nondiscrimination on the basis of age

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Title IX Coordinators, April 2015

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Sexual Violence, April 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

**Revised Sexual Harassment Guidance: Harassment of Students by School Employees,
Other Students, or Third Parties, January 2001**

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition

Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEB SITES

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

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

Family Policy Compliance Office: <http://familypolicy.ed.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Policy MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

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