



Marysville Joint Unified School District

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

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$45,000

THIS CONTRACT made and entered into on 6/29/16 (Insert Board meeting date or ratification date), by and between Star Energy Management, Inc. hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

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

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

thirty three thousand two hundred fifty and 00 /100 Dollars (\$ 33,250.00)

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C-10, Electrical (add applicable to trade).
3. (Check contractor license classification appropriateness at: <http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/> and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of 6/29/16 (insert date after Board approval date or ratification date) with work to be completed within () consecutive days and/or by December, 31st, 2016.
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to **ATTACHMENT J**, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000)



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

<input checked="" type="checkbox"/> Noncollusion Affidavit	<input checked="" type="checkbox"/> ATTACHMENT F - Proof of Contractor Annual Registration with DIR
<input checked="" type="checkbox"/> ATTACHMENT A - Contractor Certification Form	<input checked="" type="checkbox"/> ATTACHMENT G - Withholding Exemption Certificate - CA Form 690
<input checked="" type="checkbox"/> ATTACHMENT B - Terms and Conditions (5 pages)	<input checked="" type="checkbox"/> ATTACHMENT H - W9 Form
<input checked="" type="checkbox"/> ATTACHMENT C - Contractor's Certificate Regarding Workers' Compensation	<input checked="" type="checkbox"/> ATTACHMENT I - Certificate of Insurance and Additional Insured Endorsement
<input checked="" type="checkbox"/> ATTACHMENT D - Criminal Background Investigation/Fingerprinting Certificate	<input checked="" type="checkbox"/> ATTACHMENT J - Scope of Work
<input checked="" type="checkbox"/> ATTACHMENT E - Prevailing Wage and Related Labor Requirements Certification	Purchase Order No. _____

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

TAX IDENTIFICATION

90-0472536
Employer Identification Number

License No: 621730 Classification: C-10, E1 Expiration Date: 04/30/2018

(District Use Only: License verified by MF

Date: 6/28/2016

Fill at time of preparation - DISTRICT STAFF ONLY

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

Contractor Name: Star Energy Management, Inc.

Contractor Address: 6120 Lincoln Blvd., Ste. R

Oroville, Ca. 95966

Phone: (530) 532-9250

Email: Cory@StarEnergyInc.com

☒ Print Name: Cory Borkholz

☒ Title: V.P.

☒ Authorized Signature: [Signature]

District Acceptance: [Signature]

Ryan DiGiulio, Assistant Superintendent of Business Services

Date: 6/29/2016

Board Approval Date

Contractor's License Detail for License # 621730

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

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

STAR ENERGY MANAGEMENT INC
6120 LINCOLN BLVD SUITE R
OROVILLE, CA 95966
Business Phone Number:(530) 532-9250

Entity Corporation
Issue Date 06/10/1991
Reissue Date 04/14/2010
Expire Date **04/30/2018**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with RLI INSURANCE COMPANY.

Bond Number: LSM0170281

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual ROBERT ALLAN BIRKHOLZ certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 04/14/2010

Workers' Compensation

This license has workers compensation insurance with the CALIFORNIA INSURANCE COMPANY

Policy Number: 4626533201

Effective Date: 02/15/2016

Expire Date: 02/15/2017

Workers' Compensation History

Miscellaneous Information

203



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

Alejandro Navarro
Wayne Diener
Miguel Navarro
Fred Navarro
Alex Gutierrez

Name(s) of employee(s):

Ron Diener
Martine Brussean
Ruberto Perez
James Archer
Jorge Perez

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

X Dated: 6/28/2016

Star Energy Management, Inc. (Company)

X [Signature] (Authorized Signature)

X Cory Birkholz (Print Name)

X V.P. (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

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

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

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

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

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

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 20104) of part 3 of the Public Contract Code.

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED 6/29/16 (insert
date after Board approval date or ratification date) consisting of
Article 1 through Article 21

205



Marysville Joint Unified School District

ATTACHMENT C

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


Labor Code section 3700 in relevant part provides:

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

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

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

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

X 

Signature, Contractor's Authorized Representative

X Cony Birkholz

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT D

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: LHS Prop 39 Lighting between the
Marysville Joint Unified School District ("District" or "Owner") and Star Energy Management, Inc.
("Contractor" or "Bidder").

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

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

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

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

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

☒ Name:  Cory Birkholz

☒ Title: V.P.

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

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

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

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

X ☐ Other, describe:

Supervised by an MJUSD employee if work is completed while school is in session.

DISTRICT

Signature: [Signature] Title: Director Date: 06/28/2016

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: LHS Prop 39 Lighting
between Marysville Joint Unified School District (the "District" or the "Owner") and
Star Energy Management, Inc. (the "Contractor" or the "Bidder").

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

Date: 06/28/2016

X Proper Name of Contractor: Star Energy Mgmt, Inc.
X Signature: [Signature]
> Print Name: Cory Birkholz
X Title: VP

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT F

PROOF OF CONTRACTOR ANNUAL REGISTRATION WITH DIR

INSERT OR ATTACH HERE

Attachment F



Press Room | Contact DIR | CA.gov

Go to Search

[Home](#) | [Labor Law](#) | [California Safety & Health](#) | [Workers' Comp](#) | [Self Insurance](#) | [Apprenticeship](#) | [Contractors' Office](#) | [Search](#)

Public Works

Public Works Contractor (PWC) Registration Search

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

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

Registration Year:

PWC Registration Number:

Contractor Legal Name: Contractor License Lookup

License Number:

County:

Search Results

2 registered contractors found, displaying all registered contractors 1

Details | Legal Name

View TRUSTAR ENERGY

View STAR ENERGY MANAGEMENT, INC.

1000008154 Contractor Details

Contractor Information

Legal Entity Information

Workers' Compensation

Legal Name

Legal Entity Type

Registration Number	County	City	Registration Date	Expiration Date	Legal Entity Type
1000004233	BERNARDINO	RANCHO CUCAMONGA	06/17/2015	06/30/2016	CORPORATION
1000008154	BUTTE	OROVILLE	07/10/2015	06/30/2016	

License Number(s)

v2.20160101

CSLB :621730

Mailing Address

6120 LINCOLN BLVD., SUITE G
OROVILLE, CA 95966

Physical Address

6120 LINCOLN BLVD., SUITE G
OROVILLE, CA 95966

Email Address

HEATHER@STARENERGYINC.COM

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Marysville Joint Unified School District

ATTACHMENT G

on file

WITHHOLDING EXEMPTION CERTIFICATE – CA FORM 590

YEAR 20 <input type="checkbox"/>		Withholding Exemption Certificate		CALIFORNIA FORM 590	
(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)					
File this form with your withholding agent. (Please type or print)			Withholding agent's name		
Vendor/Payee's name			Vendor/Payee's <input type="checkbox"/> Social security number <input type="checkbox"/> SOS no. <input type="checkbox"/> California corp. no. <input type="checkbox"/> FEIN		Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street)			APT no.	Private Mailbox no.	Vendor/Payee's daytime telephone no. ()
City		State	ZIP Code		

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

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

☐ **Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

☐ **Partnerships:**

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. Note: For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

☐ **Limited Liability Companies (LLC):**

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

☐ **Tax-Exempt Entities:**

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

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

☐ **California Irrevocable Trusts:**

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

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

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

CERTIFICATE: Please complete and sign below.

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

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

Vendor/Payee's signature ► _____ Date _____

212

**Request for Taxpayer
Identification Number and Certification**

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

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

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

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☒ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

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

5 Address (number, street, and apt. or suite no.)
6120 Lincoln Blvd., Suite G

6 City, state, and ZIP code
Oroville, CA 95966

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
____ - ____ - ____

or
Employer identification number
8 0 - 0 4 7 2 5 3 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person Deather Baker Date 3-7-2016

General Instructions

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

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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



Marysville Joint Unified School District

ATTACHMENT I

CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

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

(Remainder of page left blank intentionally)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2016

attachment 'I'

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

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

PRODUCER Mainline Insurance Services, Inc. P.O. Box 120640 Chula Vista CA 91912	CONTACT NAME: Michael Jones	
	PHONE (A/C, Mo, Ext): (888) 467-6612 FAX (A/C, Mo): (877) 467-6610	
	E-MAIL: mjones@mainline-ins.com	
	ADDRESS:	
INSURED Star Energy Management Inc. 6120 Lincoln Blvd Ste G Oroville CA 95966-	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Kemper Auto Insurance	36056
	INSURER B: Rockhill Insurance Company	36951
	INSURER C: California	02351
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	ENVP01006301	06/28/2015	06/28/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Deductible \$ 2,500
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	3962358	01/29/2016	01/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		ENVP01006301	06/28/2015	06/28/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A	46-265332-01-01	02/15/2016	02/15/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liability			ENVP01006301	06/28/2015	06/28/2016	Aggregate 2,000,000
B	Professional Liability			ENVP01006301	06/28/2015	06/28/2016	Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Marysville Joint Unified School District has been added as additional insured in respects to general liability. Thank you.

CERTIFICATE HOLDER

CANCELLATION

AI 012642

Marysville Joint Unified School District
1919 B Street
Marysville

CA 95901-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fax: () -

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ACORD 25 (2010/05)

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215

attachment "J"



Energy Efficiency Proposal

Prepared For:

MJUSD-Lindhurst High (Gym & Portables) & *Exterior*

4446 Olive Ave
Olivehurst, CA 95961

wall packs

Consultant: Matt Baker

June 6, 2016

Star Energy Management
6120 Lincoln Ave Ste G
Oroville, CA 95966

217

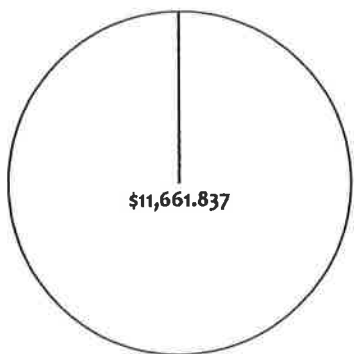
Pg 1 of 7

MJUSD-Lindhurst High (Gym & Portables)
Usage Summary

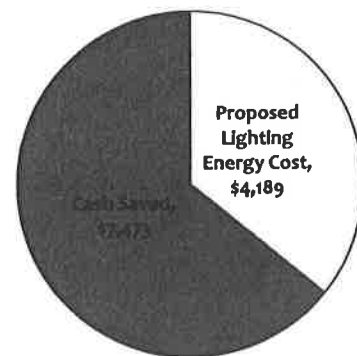


Quantity of Fixtures Surveyed			237
Quantity of Recommended Modifications			237
Current Lighting Energy Consumption: kWh			70,678
Current Lighting Energy Cost:	0.165 per kWh	\$	11,662
Current Lighting Load: kW			27.72
Proposed Energy Consumption: kWh			25,389
Proposed Lighting Energy Cost:	0.165 per kWh	\$	4,189
Proposed Lighting Load: kW			11.27

Current Lighting Energy Cost:



Utility Bill After Retrofit



218

pg 2 of 7

MJUSD-Lindhurst High (Gym & Portables)

Economic Summary



Energy Savings Analyses

Annual Energy Savings: kWh		45,289
Estimated Annual Savings		
Lighting Energy Savings	\$	7,472.72
Air Conditioning Savings*	\$	-
Maintenance Savings*	\$	<u>689.85</u>
Total Annual Savings	\$	8,162.57
Total Monthly Savings	\$	680.21
Energy Avoidance %		64.08%

Implementation Expense

Project Cost	\$	60,555
PG&E Rebate	\$	<u>(27,305)</u>
Net Project Cost	\$	33,250

219

093047

MJUSD-Lindhurst High (Gym & Portables)

Economic Summary



Cash Flow Analyses (Lighting Savings Only)

Cash Flow Payback Period (in years)		4.45
Estimated Monthly Lighting Savings	\$	622.73

Environmental Impact

Reduced Air Pollution	1-Year	5-Year	7-Year	10-Year
Pounds of Carbon Dioxide Emissions	55,796	278,981	390,574	557,963
Pounds of Sulfur Dioxide Emissions	264	1,320	1,848	2,640
Pounds of Nitrogen Oxides Emissions	117	584	818	1,168

MJUSD-Lindhurst High (Gym & Portables)
Olivehurst, CA 95961
June 6, 2016

Facility Fixture Location Spreadsheet



MB, MJUSD-Lindhurst High-Gym&Port. PGE 6.6.16

Existing Equipment

Existing Equipment									Proposed Energy Efficient Equipment											
Area Description	Qty	Fixture Code	MO	Fixture Type	Fixture Description	AWD	Watts Fixture	Existing kWh	Count	Measure	Measure Description	Watts Fixture	O/S % On	AWD	ECM kWh	Annual Savings kWh	Annual Savings \$\$\$	Annual Savings kW	Existing kW	Proposed kW
1 GYM	25	MH400HB	L	M/H HIBay	400 Watt Metal Halide	3000	456	34,200	25	LED20	Install Aleo LED 160 Watt, 5000K LED HIBay with Frosted Lens, Wireguard & Occ Sensor	160	0.80	2400	9,600	24,600	4,059.00	7.40	11.40	4.00
2 Gym & Bldg F EXTERIOR	10	HPS70SM	L	HPS Surface Mount	70 Watt High Pressure Sodium	4100	95	3,895	10	LED17	Install RAB 20 Watt LED Surface Mount Fixture - VANLED20	20	1.00	4100	820	3,075	507.38	0.750	0.950	0.200
3 Gym & Bldg F EXTERIOR	4	HPS70WP	L	HPS Wall Pack	70 Watt High Pressure Sodium	4100	95	1,558	4	LED19	Oracle Lighting 20 Watt LED Mini Wall Pack with Photocell	20	1.00	4100	328	1,230	202.95	0.300	0.380	0.080
4 PORTABLES	72	ES243TB	R	2'x4' Troffer	3 Lamp F32 T8 4' 32 Watt	1900	85	11,628	72	LED21	Install Aleo 36W 2x4 LTR Integrated Retrofit with (2) Channel Driver FOR Bi-Level Operation	36	1.00	1900	4,925	6,703	1,106.03	3.528	6.120	2.592
5 PORTABLES	70	ES242TB	R	2'x4' Troffer	2 Lamp F32 T8 4' 32 Watt	1900	58	7,714	70	LED21	Install Aleo 36W 2x4 LTR Integrated Retrofit with (2) Channel Driver FOR Bi-Level Operation	36	1.00	1900	4,788	2,926	482.73	1.540	4.060	2.520
6 RESTROOMS	5	ES242TB	R	2'x4' Troffer	2 Lamp F32 T8 4' 32 Watt	1900	58	551	5	LED21	Install Aleo 36W 2x4 LTR Integrated Retrofit with (2) Channel Driver FOR Bi-Level Operation	36	1.00	1900	342	209	34.49	0.110	0.290	0.180
7 PORTABLES	30	ES244TB	R	2'x4' Troffer	4 Lamp F32 T8 4' 32 Watt	1900	112	6,384	30	LED21	Install Aleo 36W 2x4 LTR Integrated Retrofit with (2) Channel Driver FOR Bi-Level Operation	36	1.00	1900	2,052	4,332	714.78	2.280	3.360	1.080
8 EXTERIOR WALPKS	16	CFL26WP	L	CFL-PL Wall Pack	26 Watt CFL Plug-In	4100	26	1,706	16	LED19	Oracle Lighting 20 Watt LED Mini Wall Pack with Photocell	20	1.00	4100	1,312	394	64.94	0.096	0.416	0.320
9 LARGER EXT WP	2	MH150WF	L	M/H Wall Pack	150 Watt Metal Halide	4100	184	1,509	2	LED18	Install Eaton/Lumark 79 Watt LED Wall Pack with Photocell XTORSA (RL)	79	1.00	4100	648	861	142.07	0.210	0.368	0.158
10 BLDG F	1	MH150WF	L	M/H Wall Pack	150 Watt Metal Halide	4100	184	754	1	LED18	Install Eaton/Lumark 79 Watt LED Wall Pack with Photocell XTORSA (RL)	79	1.00	4100	324	431	71.03	0.105	0.184	0.079

221

Pg 5 of 7

MJUSD-Lindhurst High (Gym & Portables)
 Olivehurst, CA 95961
 June 6, 2016

Facility Fixture Location Spreadsheet



MB: MJUSD-Lindhurst High-Gym&Port: PGE: 6.6.16

Existing Equipment																					
Area Description		Qty	Fixture Code	MO	Fixture Type	Fixture Description	AHO	Watts Fixture	Existing kWh	ECM Count	Measure	Measure Description	Watts Fixture	O/S % On	AHO	ECM kWh	Annual Savings kWh	Annual Savings \$\$\$	Annual Savings KW	Existing KW	Proposed KW
11	MAINT BLDG NORTH	1	HPS70F	L	HPS Flood	70 Watt High Pressure Sodium	4100	95	390	1	LED16	Install RAB 41 Watt LED Flood Fixture With Photocell MDLR FELED39	41	1.00	4100	168	221	36.53	0.054	0.095	0.041
12	BLDG F OVER DOOR	1	HPS70SM	L	HPS Surface Mount	70 Watt High Pressure Sodium	4100	95	390	1	LED17	Install RAB 20 Watt LED Surface Mount Fixture - VANLED20	20	1.00	4100	82	308	50.74	0.075	0.095	0.020
13																					
14																					
		237							70,678	237						25,389	45,289	7,473	16.45	27.72	11.27

222

pg 6 of 7



License # 621730

Customer Proposal/Agreement

Facility Information

MJUSD-Lindhurst High (Gym & Portables)

4446 Olive Ave

Olivehurst, CA 95961

Contact: Cynthia Jensen

Telephone: 530-749-6151

Fax: 530-741-3718

Email: cjensen@mjusd.com

Billing Information

Proposal Date

June 6, 2016

Project Cost** \$ 60,555

PG&E Rebate \$ 27,305

Net Project Cost \$ 33,250

Account Specialist:

Matt Baker

Proposal Number:

MB. MJUSD-Lindhurst High-Gym&Port_PGE_6.6.16

Cash Purchase

30% due on signing \$ 9,975

Balance due on completion \$ 23,275

This Proposal is confidential and proprietary and not to be shared with any third-party without the expressed permission of Star Energy Management.

Purchase Agreement

I agree to purchase the agreed upon energy-efficiency equipment detailed in the Itemized Facility Report. It is understood that actual project savings and rebate amounts may vary. Star Energy will bill the operating utility and accept an assignment of rebates if this option is chosen. I will assist SEM in a timely manner to complete all necessary rebate incentive paperwork. Fixture and equipment counts are as shown in the Report Summary. Any difference from the actual count will result in a credit/charge based on the original price quoted. I understand that if the facility is not in compliance with applicable building codes, SEM is not obligated to install energy efficiency measures. I will not hold SEM responsible for any preexisting problems at the site, including but not limited to toxic or hazardous material found at the facility, roof leaks, or other structural problems. During installation I will keep aisles clear and remove all obstructions not previously identified during the facility audit process. I understand should SEM need to take special measures to clear aisles and remove obstructions not previously identified during the facility audit process, additional installation charges may apply. This proposal includes the standard insurance coverage and warranties. Customer-related requirements for additional insurance, bonding, prevailing wage, and warranties will be added to Project Cost.

Customer Initials: X RD

Disposal Policy

All removed lamps, ballasts and fixtures shall be the responsibility of SEM, and shall be disposed of in an environmentally friendly manner in accordance with all federal, state & local regulations.

Customer Initials: X RD

Warranty Policies and Replacement Program

Within 365 days of installation: SEM will replace free of charge any defective lamp, ballast, fixture or other equipment installed at the facility. After 365 days of installation: SEM will assist the customer in understanding the applicable manufacturer's product warranty options associated with defective product parts. SEM will honor special warranties associated with specific utility rebate programs.

Payment Policy

Finance charges at the rate of 1 1/2% per month (annual percentage rate 18%) will be charged on past due balances. Such finance charges, if any, begin accruing and become due and payable 10 days after the payment is due unless otherwise specified. Should any litigation be commenced between the parties to this agreement or the rights and duties of either in relation thereto, the party in such litigation, shall be entitled in addition to such other relief as may be granted in litigation, to a reasonable sum as and for his attorney's fees in such litigation or in a separate action brought for that purpose. Any default in payment of the part of the customer shall result in the entire remaining balance becoming immediately due. This instrument constitutes the sole and only agreement between the parties, and correctly sets for the obligations of each other as of its date. Any agreements or representations, oral or written, express or implied, not expressly set forth in this instrument are null and void. This agreement and all amendments thereto may be executed in several counterparts and shall endure to the benefit of the heirs, executor, administrators, successors and assigns of the parties thereto. Time is expressly declared to be the essence of this agreement. The parties agree that any litigation that should arise shall be litigated in Butte County, CA.

X

Print Name

Ryan DiGiovio

date

6/29/16

Star Energy Management Inc.

date

223

6120 Lincoln Blvd. Oroville, CA 95966

(530) 532-9250

Fax: 530.532.7555



License # 621730

Customer Proposal/Agreement

Facility Information	Billing Information	Proposal Date	June 6, 2016
MJUSD-Lindhurst High (Gym & Portables)		Project Cost**	\$ 60,555
4446 Olive Ave		PG&E Rebate	\$ 27,305
Olivehurst, CA 95961		Net Project Cost	\$ 33,250
Contact: Cynthia Jensen		Account Specialist:	Matt Baker
Telephone: 530-749-6151		Proposal Number:	MB. MJUSD-Lindhurst High-Gym&Port_PGE_6.6.16
Fax: 530-741-3718			
Email: cjensen@mjsud.com			

Cash Purchase	30% due on signing	\$	9,975
	Balance due on completion	\$	23,275

This Proposal is confidential and proprietary and not to be shared with any third-party without the expressed permission of Star Energy Management.

Purchase Agreement

I agree to purchase the agreed upon energy-efficiency equipment detailed in the Itemized Facility Report. It is understood that actual project savings and rebate amounts may vary. Star Energy will bill the operating utility and accept an assignment of rebates if this option is chosen. I will assist SEM in a timely manner to complete all necessary rebate incentive paperwork. Fixture and equipment counts are as shown in the Report Summary. Any difference from the actual count will result in a credit/charge based on the original price quoted. I understand that if the facility is not in compliance with applicable building codes, SEM is not obligated to install energy efficiency measures. I will not hold SEM responsible for any preexisting problems at the site, including but not limited to toxic or hazardous material found at the facility, roof leaks, or other structural problems. During installation I will keep aisles clear and remove all obstructions not previously identified during the facility audit process. I understand should SEM need to take special measures to clear aisles and remove obstructions not previously identified during the facility audit process, additional installation charges may apply. This proposal includes the standard insurance coverage and warranties. Customer-related requirements for additional insurance, bonding, prevailing wage, and warranties will be added to Project Cost.

Customer Initials: X PN

Disposal Policy

All removed lamps, ballasts and fixtures shall be the responsibility of SEM, and shall be disposed of in an environmentally friendly manner in accordance with all federal, state & local regulations.

Customer Initials: X PP

Warranty Policies and Replacement Program

Within 365 days of installation, SEM will replace free of charge any defective lamp, ballast, fixture or other equipment installed at the facility. After 365 days of installation, SEM will assist the customer in understanding the applicable manufacturer's product warranty options associated with defective product parts. SEM will honor special warranties associated with specific utility rebate programs.

Payment Policy

Finance charges at the rate of 1.1/2% per month (annual percentage rate 1.8%) will be charged on past due balances. Such finance charges, if any, begin accruing and become due and payable 10 days after the payment is due unless otherwise specified. Should any litigation be commenced between the parties to this agreement or the rights and duties of either in relation thereto, the party in such litigation, shall be entitled in addition to such other relief as may be granted in litigation, to a reasonable sum as and for his attorney's fees in such litigation or in a separate action brought for that purpose. Any default in payment of the part of the customer shall result in the entire remaining balance becoming immediately due. This instrument constitutes the sole and only agreement between the parties, and correctly sets for the obligations of each other as of its date. Any agreements or representations, oral or written, express or implied, not expressly set forth in this instrument are null and void. This agreement and all amendments thereto may be executed in several counterparts and shall endure to the benefit of the heirs, executor, administrators, successors and assigns of the parties thereto. Time is expressly declared to be the essence of this agreement. The parties agree that any litigation that should arise shall be litigated in Butte County, CA.

X PPPrint Name Ryan DeGuzio

date

6/27/16

date

Star Energy Management Inc.

Cory Birkholz

6120 Lincoln Blvd. Oroville, CA 95966

(530) 532-9250

Fax: 530.532.7555

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

Board Meeting Date July 19, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P17-00039	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/Payroll (103)				
P17-00086	Sharp Electronics Corp.	Accounting Dept. Copier Maint 16-17 SY	01-5621-0000	600.00
P17-00087	Sharp Electronics Corp.	Payroll Dept. Copier Service 16-17 SY	01-5621-0000	700.00
P17-00156	Christy White Associates	2016-2017 AUDIT PROGRESS BILL	01-5840-0000	38,050.00
P17-00157	Christy White Associates	AUDIT MEASURE P 2016-2017	01-5840-0000	3,000.00
P17-00168	ESCAPE TECHNOLOGY	ANNUAL LICENSE FEE 16-17 S.Y.	01-5621-0000	83,700.00
P17-00173	HP Inc. Attn: Public Sector Sales	Admin Computers for Kim and Jen	01-4410-0000	2,074.75
P17-00297	Capital One Public Funding, LLC	ACCOUNTING/FY 16-17	01-7438-0240	37,982.81
			01-7439-0240	155,708.18
			Total Location	321,815.74
Location After School Program (107)				
P16-03874	WALKER'S OFFICE SUPPLIES	Furniture	01-4300-6010	657.59
			01-4410-6010	3,237.16
P16-03875	WALKER'S OFFICE SUPPLIES	Chairs	01-4300-6010	429.98
P16-03921	KING CLOTHING	STARS/ASES	01-4300-6010	3,091.31
P17-00068	ADVANCED DOCUMENT CONCEPTS	STARS Office Copier Maint. 16/17 SY	01-5621-6010	400.00
			Total Location	7,816.04
Location Arboga Elementary (01)				
P16-03852	AMAZON.COM	Classroom Supplies/XIONG	01-4300-0003	231.25
P16-03854	NWN CORPORATION	Classroom Supplies/PRESTON	01-4300-0003	146.19
P16-03855	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies/PRESTON	01-4410-0003	1,544.78
P16-03857	AMAZON.COM	Classroom Supplies/ PESTON	01-4300-0003	1,688.94
P16-03858	Rainbow Resource Center, Inc.	Classroom Supplies/PRESTON	01-4300-3010	156.22
P16-03859	AMAZON.COM	Classroom Supplies/PRESTON/FRY	01-4300-0003	1,221.68
P16-03860	TROXELL COMMUNICATIONS INC	Arboga Chromebook Box	01-4300-3010	1,599.60
P16-03861	TROXELL COMMUNICATIONS INC	Arboga Chromebook Box	01-4300-3010	1,333.00
P16-03862	TROXELL COMMUNICATIONS INC	Arboga Chromebook Box	01-4300-0003	1,333.00

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

Location

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

Board Meeting Date July 19, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Arboga Elementary (01) (continued)				
P17-00072	ADVANCED DOCUMENT CONCEPTS	ARB Copier Rental/Maint 16-17 SY	01-5621-1100	2,500.00
			01-5630-0003	1,096.50
P17-00073	ADVANCED DOCUMENT CONCEPTS	ARB Copier Rental/Maint 16-17 SY	01-5621-1100	5,000.00
			01-5630-0003	1,935.00
Total Location				19,786.16
Location Browns Valley Elementary (03)				
P17-00056	SMILE BUSINESS PRODUCTS, INC.	Browns Valley Copier Rental/Maintenance	01-5621-1100	700.00
			01-5630-1100	2,149.91
Total Location				2,849.91
Location Business Services (106)				
P16-03856	MYERS-STEVENSON & CO INC	Farm Day-Multi Sites 10/2/15	01-5890-9010	52.50
P17-00088	Sharp Electronics Corp.	Business Services Copier Maint 16-17 SY	01-5621-0000	285.00
P17-00158	NCSIG	Annual Premium Coverage 2016-2017	01-5450-0000	712,518.00
P17-00162	HARTFORD INSURANCE	FLOOD INSURANCE 2016-2017 Arboga	01-5450-0000	12,956.00
P17-00171	THE BANK OF NEW YORK TRUST COMPANY, N.A.	Paying Agent Fee 2014 GO Bonds	25-5801-0000	750.00
P17-00190	NCSIG	Claim #160191 05/19/16 Bodily Injury	01-5451-0000	1,000.00
Total Location				727,561.50
Location Categorical (203)				
P17-00069	ADVANCED DOCUMENT CONCEPTS	Categorical Copier Maint. 16/17 SY	01-5621-0003	300.00
			01-5621-3010	300.00
P17-00220	Follett School Solutions, Inc.	2016-17 District Destiny	01-5801-0003	200.00
			01-5801-0004	11,846.00
P17-00283	SCHOOL INNOVATIONS & ADVOCACY ATTN: WORKSHOPS	PROGRAM MATERIALS	01-4300-0003	2,784.38
Total Location				15,430.38
Location Cedar Lane Elementary (05)				
P16-03849	MIDAMERICA BOOKS	Peggy	01-4200-1100	881.53
P16-03930	Brite Ideas Fundraising, LLC	PBIS Shirts	01-4300-1100	1,930.70
P17-00054	SMILE BUSINESS PRODUCTS, INC.	Cedar Lane Copier Rental/Overages	01-5621-0003	3,100.00
			01-5630-0003	5,670.45
Total Location				11,582.68

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jun 30 2016 4:24PM

ESCAPE

ONLINE

Page 2 of 22

226

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

Board Meeting Date July 19, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42)				
P16-03868	AP EXAMINATIONS	AP Materials	09-4300-0000	1,625.00
P16-03883	JOSTENS INC AWARDS DIVISION	Yearbook	09-4300-0000	2,049.56
P16-03893	AMAZON.COM	Supplies - AP Reading	09-4300-1100	456.21
P16-03909	TWIN CITY TROPHIES	Awards	09-4300-0000	365.09
P16-03912	AMAZON.COM	Supplies - Office	09-4300-0000	70.43
P17-00059	SMILE BUSINESS PRODUCTS, INC.	MCAA Copier Rental	09-5621-0000	600.00
			09-5630-0000	2,149.91
P17-00100	PTM DOCUMENT SYSTEMS P.O. BOX 7789	MCAA Maint. 16-17 SY	09-5621-0000	499.00
P17-00104	HARLAND TECHNOLOGY SERVICES	MCAA MAINT. AGREEMENT 16-17 SY	09-5621-0000	600.00
			Total Location	8,415.20
Location Child Development (51)				
P16-03922	TWIN CITIES EQUIPMENT RENTAL	KWoods Preschool	12-5630-6105	217.50
P16-03932	NATOMAS TOWING	KWoods cargo container towing	12-5801-6105	200.00
P17-00050	SMILE BUSINESS PRODUCTS, INC.	Child Dev. Copier Maint 16-17 SY	12-5621-6105	675.00
P17-00174	AMAZON.COM	District Office- Child Development Program	12-4300-6105	14.23
			Total Location	1,106.73
Location Community Day School (54)				
P17-00057	SMILE BUSINESS PRODUCTS, INC.	Community Day Copier Maint 16-17 SY	01-5621-1100	2,250.00
Location Cordua Elementary (07)				
P17-00055	SMILE BUSINESS PRODUCTS, INC.	Cordua Copier Rental/Overages	01-5621-0003	500.00
			01-5630-0003	2,149.91
			Total Location	2,649.91
Location Covillaud Elementary (09)				
P17-00062	SMILE BUSINESS PRODUCTS, INC.	COV Copiers	01-5621-1100	2,150.00
			01-5630-1100	3,520.54
P17-00074	ADVANCED DOCUMENT CONCEPTS	COV Copier Maint. 16/17 SY	01-5621-1100	300.00
			Total Location	5,970.54
Location Custodial Supervisor (206)				
P16-03841	HILLYARD - SACRAMENTO	Start-up Supplies for New Dispensers	01-4320-0000	1,236.77
P16-03905	HILLYARD - SACRAMENTO	Repair (LHS)	01-5641-0000	2,515.44

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jun 30 2016 4:24PM

ESCAPE

ONLINE

Page 3 of 22

227

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

Board Meeting Date July 19, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Custodial Supervisor (206) (continued)				
P17-00103	HILLYARD - SACRAMENTO	Start-up Supplies for New Dispensers	01-4320-0000	3,093.91
P17-00217	SHADD JANITORIAL SUPPLY	Districtwide Custodial Repairs	01-5641-0000	13,000.00
P17-00218	SHADD JANITORIAL SUPPLY	Districtwide Custodial Supplies	01-4320-0000	8,000.00
P17-00219	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Custodial	01-4320-0000	500.00
Total Location				28,346.12
Location Dobbins Elementary (11)				
P17-00042	SMILE BUSINESS PRODUCTS, INC.	Dobbins Copier	01-5621-0003	200.00
			01-5630-0003	2,149.91
P17-00164	POSTMASTER	POST OFFICE RENTAL	01-5630-1100	114.00
Total Location				2,463.91
Location Edgewater Elementary (12)				
P17-00070	ADVANCED DOCUMENT CONCEPTS	EDG Copier Maint. 16/17 SY	01-5621-1100	1,700.00
P17-00071	ADVANCED DOCUMENT CONCEPTS	EDG Copier Maint. 16/17 SY	01-5621-1100	1,075.00
P17-00081	INLAND BUSINESS SYSTEMS	EDG Copier Maint. 16-17 SY	01-5621-1100	550.00
Total Location				3,325.00
Location Ella Elementary (13)				
P17-00060	SMILE BUSINESS PRODUCTS, INC.	Ella Copier Rental/Overages	01-5621-0003	6,000.00
			01-5630-0003	4,299.83
Total Location				10,299.83
Location Facilities (66)				
P16-03925	BOB'S LOCK & KEY	2 Keys made for 8075	01-5890-0010	7.63
P16-03926	COPY CITY/BLUEPRINTS & MORE	8075- LHS Plan Printing	01-5890-0010	6.45
P16-03927	INTERWEST INSURANCE SER., INC.	Builders Risk 8075- Lindhurst	01-5450-0010	1,159.25
P16-03929	United Building Contractors	LHS- Shade Canopy Project 8173	01-6170-0010	64,880.00
P16-03933	UNION LUMBER COMPANY	8075- Key	01-4300-0010	1.92
P17-00043	SMILE BUSINESS PRODUCTS, INC.	Facilities Copier Rental	01-5630-0000	1,370.63
Total Location				67,425.88
Location Foothill Intermediate (35)				
P17-00026	SMILE BUSINESS PRODUCTS, INC.	FHS Copier Rental	01-5630-0003	1,970.75
P17-00061	SMILE BUSINESS PRODUCTS, INC.	FHS Copier Rentals/Overages	01-5630-0003	3,675.34
Total Location				5,646.09

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jun 30 2016 4:24PM

ESCAPE

ONLINE

Page 4 of 22

228

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

Board Meeting Date July 19, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Grounds (65)				
P16-03897	ADVANCED INTEGRATED PEST MANAGEMENT	GROUNDS/MHS	01-5801-0000	1,395.00
P16-03920	Citrus Heights Mower	Grounds/Generator	01-4410-0000	859.99
P17-00199	ARNE'S PAINT STORE INC.	GROUNDS/2016-2017	01-4300-0000	2,500.00
P17-00200	BI-COUNTY IRRIGATION, INC	GROUNDS/2016-2017	01-4300-0000	4,000.00
P17-00201	FOOTHILL ACE HARDWARE	GROUNDS/2016-2017	01-4300-0000	100.00
P17-00202	HASTIE'S CAPITOL SAND & GRAVEL	GROUNDS/2016-2017	01-4300-0000	6,000.00
P17-00203	HOME DEPOT	GROUNDS/2016-2017	01-4300-0000	3,500.00
P17-00204	HORIZON SAFETY DISTRIBUTING	GROUNDS/2016-2017	01-4300-0000	1,000.00
P17-00205	HUST BROTHERS INC	GROUNDS/2016-2017	01-4300-0000	700.00
P17-00206	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	GROUNDS/2016-2017	01-4300-0000	700.00
P17-00207	MARYSVILLE PLUMBING	GROUNDS/2016-2017	01-4300-0000	1,000.00
P17-00208	NORMAC, INC.	GROUNDS/2016-2017	01-4300-0000	5,000.00
P17-00209	OFFICE DEPOT B S D	GROUNDS/2016-2017	01-4300-0000	200.00
P17-00210	Sierra Pacific Turf Supply	GROUNDS/2016-2017	01-4300-0000	6,000.00
P17-00211	SUTTER ORCHARD SUPPLY	GROUNDS/2016-2017	01-4300-0000	200.00
P17-00212	UNION LUMBER COMPANY	GROUNDS/2016-2017	01-4300-0000	4,000.00
P17-00213	VALLEY TRUCK & TRACTOR CO	GROUNDS/2016-2017/SUPPLIES	01-4300-0000	1,000.00
P17-00214	VALLEY TRUCK & TRACTOR CO	GROUNDS/2016-2017/REPAIRS	01-5641-0000	1,500.00
P17-00215	WESTERN TREE NURSERY, INC	GROUNDS/2016-2017	01-4300-0000	2,000.00
P17-00216	Citrus Heights Mower	GROUNDS/2016-2017	01-4300-0000	3,000.00
Total Location				44,654.99
Location Indian Education (108)				
P17-00064	ADVANCED DOCUMENT CONCEPTS	Indian Ed Copier Maint 16/17 SY	01-5621-4510	350.00
P17-00191	HOME DEPOT	Open PO	01-4300-4510	500.00
P17-00192	Tahoe Pure	Bottled Water	01-4300-4510	100.00
P17-00193	WAL-MART COMMUNITY BRC	Cultural Event Supplies	01-4300-4511	1,000.00
P17-00194	MYERS-STEVENSON & CO INC	Field Trip Insurance	01-5890-4510	1,000.00
P17-00196	ALLYN SCOTT YOUTH & COMMUNITY CENTER	Use of Facility	01-5630-4510	3,275.00
P17-00197	OFFICE DEPOT B S D	Open PO	01-4300-4510	500.00
P17-00284	CRAZY CROW	Cultural Projects Supplies	01-4300-4510	300.00

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jun 30 2016 4:24PM

ESCAPE

ONLINE

Page 5 of 22

229

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

Board Meeting Date July 19, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Indian Education (108) (continued)				
P17-00286	LUCKY PRESTON	Summer Workshop at d-q	01-5801-4510	150.00
Total Location				7,175.00
Location Instruction (IMC) (110)				
P16-03834	OFFICE DEPOT B S D	Office Depot Order March	01-4300-0000	67.33
P16-03851	AMAZON.COM	Summer School Supplies	01-4300-0000	95.21
P17-00079	INLAND BUSINESS SYSTEMS	Ed Services Copier Maint. 16-17 SY	01-5621-0000	900.00
P17-00293	Illuminate Education, Inc.	Illuminate PD August 2016	01-5801-0004	3,000.00
P17-00296	Thriving at the Core	John Greger August PD	01-5801-0004	7,000.00
P17-00298	Edmentum	Edmentum Year 1	01-5801-0004	77,962.80
P17-00300	LOS ANGELES CO OFFICE OF ED ATTN: SCHOOL EMPLOYERS A	VPSS Wood, Rodriguez Tier II	01-5801-4035	800.00
Total Location				89,825.34
Location Johnson Park Elementary (15)				
P17-00047	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental	01-5621-0003	75.00
			01-5630-0003	1,370.63
P17-00048	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental	01-5621-0003	525.00
			01-5630-0003	2,149.91
P17-00049	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental	01-5621-0003	800.00
			01-5630-0003	2,149.91
Total Location				7,070.45
Location Kynoch Elementary (17)				
P16-03871	KING CLOTHING	CLASSROOM INCENTIVES	01-4300-9010	176.90
P16-03872	MYERS-STEVENSON & CO INC	Insurance for Stampede fieldtrip	01-5890-9010	428.75
P16-03873	MYERS-STEVENSON & CO INC	Patrick's Ranch Chico 5/25/16	01-5890-9010	196.00
P17-00082	INLAND BUSINESS SYSTEMS	KYN Copier Maint. 16-17 SY	01-5621-0003	3,375.00
			01-5621-1100	1,125.00
P17-00095	RAY MORGAN COMPANY	KYN Copier Maint 16-17	01-5621-0003	637.50
			01-5621-1100	212.50
Total Location				6,151.65
Location Linda Elementary (19)				
P16-03853	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS	Final payment for Shady Creek	01-5890-9010	1,792.00

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jun 30 2016 4:24PM

ESCAPE

ONLINE

Page 6 of 22

230

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

Board Meeting Date July 19, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Linda Elementary (19) (continued)				
P16-03908	MYERS-STEVENSON & CO INC	Insurance for Field Trip 5/29/16	01-5890-9010	54.25
P17-00046	SMILE BUSINESS PRODUCTS, INC.	LIN Copier Maint 16-17 SY	01-5621-0003	8,000.00
P17-00077	INLAND BUSINESS SYSTEMS	Linda School Copier Maint. 16-17 SY	01-5621-0003	600.00
P17-00159	OFFICE DEPOT B S D	Office Depot / Classroom	01-4300-1100	8,500.00
P17-00160	OFFICE DEPOT B S D	Office Depot / Office	01-4300-1100	2,000.00
P17-00161	WAL-MART COMMUNITY BRC	Walmart	01-4300-1100	2,500.00
P17-00172	CARSON-DELLOSA PUBLISHING CO., INC	classroom materials	01-4300-6500	112.73
Total Location				23,558.98
Location Lindhurst High (43)				
P16-03837	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	LHS MEDIA ROOM	01-4300-6387	127.93
P16-03838	MARYSVILLE PLUMBING	LHS MEDIA	01-4300-6387	23.91
P16-03839	RECOLOGY YUBA SUTTER	LHS MEDIA	01-4300-6387	14.95
P16-03840	CONSOLIDATED ELECTRICAL	LHS MEDIA ROOM	01-4300-6387	188.35
P16-03876	MECKS BUILDING CENTER	LHS AG SHED	01-4300-0004	975.09
P16-03877	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	LHS AG SHED	01-4300-0004	381.72
P16-03878	CLOSE LUMBER	LHS AG SHED	01-4300-0004	25.67
P16-03879	UNION LUMBER COMPANY	LHS AG SHED	01-4300-0004	16.17
P16-03880	BI-COUNTY IRRIGATION, INC	LHS AG SHED	01-4300-0004	28.49
P16-03881	CLOSE LUMBER	LHS MEDIA ROOM	01-4300-6387	359.05
P16-03882	CONSOLIDATED ELECTRICAL	LHS MEDIA	01-4300-6387	209.63
P16-03894	SADDLEBACK EDUCATIONAL INC	Classroom Supplies/Kumle	01-4300-6500	118.90
P16-03913	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	LHS MEDIA ROOM	01-4300-6387	80.77
P16-03914	UNION LUMBER COMPANY	LHS MEDIA ROOM	01-4300-6387	75.45
P16-03923	BUTTE COLLEGE HWI	CTE MEDICAL	01-4300-9023	3,934.50
P17-00040	SMILE BUSINESS PRODUCTS, INC.	LHS Copier Rental	01-5621-0003	4,800.00
P17-00097	PTM DOCUMENT SYSTEMS P.O. BOX 7789	LHS Maint. 16-17 SY	01-5630-0003	7,975.17
P17-00179	CARSON-DELLOSA PUBLISHING CO., INC	Classroom Supplies/	01-5621-0003	350.00
P17-00282	Carpet II Inc. DBA Premier Floors	LHS MEDIA ROOM	01-4300-6500	45.27
			01-6492-6387	5,781.04
Total Location				25,512.06

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jun 30 2016 4:24PM

ESCAPE

ONLINE

Page 7 of 22

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

Board Meeting Date July 19, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Loma Rica Elementary (21)				
P16-03900	AMAZON.COM	Chromebook Battery	01-4300-0003	53.74
P17-00045	SMILE BUSINESS PRODUCTS, INC.	LRE Copier Rental	01-5621-0003	400.00
			01-5630-0003	2,149.91
			Total Location	2,603.65
Location Maintenance (63)				
P16-03763	YUBA CITY SCRAP & STEEL	MAINTENANCE	01-4300-8150	355.88
P16-03843	CUSTOM PUMP & POWER, INC.	MAINTENANCE/BROWNS VALLEY	01-5642-8150	743.25
P16-03844	NATIONAL ANALYTICAL LABORATORIES, INC.	MAINTENANCE/LHS/COVILLAUD/D.O.	01-5801-8150	1,845.00
P16-03848	OLIVEHURST PUBLIC UTILITY DIST	MAINTENANCE	01-4300-8150	405.00
P16-03884	GERLINGER STEEL	MAINTENANCE/KITCHEN	01-4300-8150	33.86
P16-03885	W.V. ALTON	MAINTENANCE/HVAC	01-4300-8150	456.13
P16-03886	VALLEY PUMP & MOTOR WORKS	MAINTENANCE/MHS	01-5642-8150	180.00
P16-03887	KELCO FASTENERS & TOOL REPAIR	MAINTENANCE	01-4300-8150	92.75
P16-03888	VOLTAGE SPECIALISTS	MAINTENANCE/EDGEWATER	01-5801-8150	680.00
P16-03889	SIEMENS BUILDING TECHNOLOGIES	MAINTENANCE	01-5642-8150	3,450.00
P16-03896	Kip & Kip dba Polymenders	MAINTENANCE	01-5642-8150	234.00
P16-03903	RB SPENCER	MAINTENANCE	01-5642-8150	524.97
P16-03906	Carrier Corporation	MAINTENANCE	01-5801-8150	665.00
P16-03911	AMERICAN CHILLER SERVICE INC	MAINTENANCE	01-5801-8150	660.00
P16-03919	AQUA Engineering Co. Inc.	Maintenance/MHS Ag Barn	01-5801-8150	560.00
P16-03928	Kiz Construction	MAINTENANCE/LHS CULINARY PROJECT	01-6210-6387	35,500.00
P17-00089	Sharp Electronics Corp.	Maint. Dept. Copier Service 16-17 SY	01-5621-8150	230.00
P17-00105	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/PERMITS 2016-2017	01-5890-8150	3,505.95
P17-00106	AIRGAS	MAINTENANCE/2016-2017	01-4300-8150	400.00
P17-00107	ARNE'S PAINT STORE INC.	MAINTENANCE/2016-2017	01-4300-8150	14,000.00
P17-00108	BASIC LABORATORY, INC.	MAINTENANCE/2016-2017	01-5801-8150	10,000.00
P17-00109	BATTERIES PLUS	MAINTENANCE/2016-2017	01-4300-8150	1,800.00
P17-00110	BEARING BELT CHAIN COMPANY	MAINTENANCE/2016-2017	01-4300-8150	500.00
P17-00111	BI-COUNTY POOL SERVICE	MAINTENANCE/2016-2017	01-4300-8150	3,000.00
P17-00112	BROWNSVILLE SAND & GRAVEL INC	MAINTENANCE/2016-2017	01-4300-8150	3,000.00

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jun 30 2016 4:24PM

E S C A P E

ONLINE

Page 8 of 22

232

ReqPay11h

Board Report with Fund-Object-Resource by
Location

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

Board Meeting Date July 19, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P17-00113	BUTTES PIPE & SUPPLY CO	MAINTENANCE/2016-2017	01-4300-8150	1,000.00
P17-00114	CSK PROSHOP	MAINTENANCE/2016-2017	01-4300-8150	500.00
P17-00115	CLOSE LUMBER	MAINTENANCE/2016-2017	01-4300-8150	3,500.00
P17-00116	CONSOLIDATED ELECTRICAL	MAINTENANCE/2016-2017	01-4300-8150	20,000.00
P17-00117	CULLIGAN	MAINTENANCE/2016-2017	01-5801-8150	200.00
P17-00118	FASTENAL	MAINTENANCE/2016-2017	01-4300-8150	500.00
P17-00119	FOOTHILL ACE HARDWARE	MAINTENANCE/2016-2017	01-4300-8150	100.00
P17-00120	GEARY PACIFIC SUPPLY	MAINTENANCE/2016-2017	01-4300-8150	10,000.00
P17-00121	H & H TRENCHING	MAINTENANCE/2016-2017	01-5801-8150	1,000.00
P17-00122	HARBOR FREIGHT TOOLS	MAINTENANCE/2016-2017	01-4300-8150	500.00
P17-00123	HASTIE'S CAPITOL SAND & GRAVEL	MAINTENANCE/2016-2017	01-4300-8150	2,500.00
P17-00124	HOME DEPOT	MAINTENANCE/2016-2017	01-4300-8150	1,000.00
P17-00125	HUST BROTHERS INC	MAINTENANCE/2016-2017	01-4300-8150	1,000.00
P17-00126	INTERMOUNTAIN LOCK & SUPPLY CO	MAINTENANCE/2016-2017	01-4300-8150	15,000.00
P17-00127	J.W. WOOD COMPANY, INC	MAINTENANCE/2016-2017	01-4300-8150	2,000.00
P17-00128	KIMBALL MIDWEST	MAINTENANCE/2016-2017	01-4300-8150	15,000.00
P17-00129	KINNEY ELECTRIC	MAINTENANCE/2016-2017	01-4300-8150	2,500.00
P17-00130	KNIFE RIVER CONSTRUCTION	MAINTENANCE/2016-2017	01-4300-8150	2,500.00
P17-00131	LOMA RICA STORE	MAINTENANCE/2016-2017	01-4300-8150	100.00
P17-00132	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	MAINTENANCE/2016-2017	01-4300-8150	40,000.00
P17-00133	MAR-KEY LOCK & SECURITY	MAINTENANCE/2016-2017	01-4300-8150	4,000.00
P17-00134	MARYSVILLE PLUMBING	MAINTENANCE/2016-2017	01-4300-8150	3,500.00
P17-00135	MCCUMBER'S GLASS	MAINTENANCE/2016-2017	01-4300-8150	2,500.00
P17-00136	MECKS BUILDING CENTER	MAINTENANCE/2016-2017	01-4300-8150	2,000.00
P17-00137	MIKE'S CRANE SERVICE	MAINTENANCE/2016-2017	01-5801-8150	1,000.00
P17-00138	OFFICE DEPOT B S D	MAINTENANCE/2016-2017	01-4300-8150	2,000.00
P17-00139	PACE SUPPLY CORP.	MAINTENANCE/2016-2017	01-4300-8150	30,000.00
P17-00140	PLATT ELECTRIC SUPPLY	MAINTENANCE/2016-2017	01-4300-8150	40,000.00
P17-00141	QUICK'S GLASS SERVICE INC	MAINTENANCE/2016-2017	01-4300-8150	8,000.00

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jun 30 2016 4:24PM

ESCAPE

ONLINE

Page 9 of 22

233

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

Board Meeting Date July 19, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P17-00142	RAY'S GENERAL HARDWARE	MAINTENANCE/2016-2017	01-4300-8150	100.00
P17-00143	RIEBES AUTO SUPPLY	MAINTENANCE/2016-2017	01-4300-8150	200.00
P17-00144	ROTO ROOTER	MAINTENANCE/2016-2017	01-5801-8150	5,000.00
P17-00145	SAVE MART / FOODMAXX	MAINTENANCE/2016-2017	01-4300-8150	800.00
P17-00146	RUSSELL SIGLER, INC.	MAINTENANCE/2016-2017	01-4300-8150	5,000.00
P17-00147	SIGNWORX	MAINTENANCE/2016-2017	01-4300-8150	2,000.00
P17-00148	SLAKEY BROS	MAINTENANCE/2016-2017	01-4300-8150	30,000.00
P17-00149	TRACTOR SUPPLY COMPANY	MAINTENANCE/2016-2017	01-4300-8150	200.00
P17-00150	TWIN CITIES EQUIPMENT RENTAL	MAINTENANCE/2016-2017	01-5630-8150	2,500.00
P17-00151	UNION LUMBER COMPANY	MAINTENANCE/2016-2017/POOL	01-4300-8150	200.00
P17-00152	UNION LUMBER COMPANY	MAINTENANCE/2016-2017	01-4300-8150	20,000.00
P17-00153	UNITED RENTALS	MAINTENANCE/2016-2017	01-5630-8150	3,000.00
P17-00154	UNIVAR USA, INC.	MAINTENANCE/2016-2017/POOL	01-4300-8150	10,000.00
P17-00155	ZEE MEDICAL COMPANY	MAINTENANCE/2016-2017	01-4300-8150	600.00
Total Location				374,321.79
Location Marysville High (45)				
P16-03892	MCNALLY APPLIANCE	Science Department Dishwasher Service	01-5801-1100	60.00
P16-03895	AP EXAMINATIONS	AP Testing Material	01-4300-0000	861.00
P16-03924	BUTTE COLLEGE HWI	CTE MEDICAL	01-4300-9010	3,748.00
P17-00041	SMILE BUSINESS PRODUCTS, INC.	MHS Copier Rental	01-4300-9023	946.00
			01-5621-1100	300.00
			01-5630-1100	2,149.91
P17-00066	ADVANCED DOCUMENT CONCEPTS	MHS-ROP & ASB Copier Maint. 16/17 SY	01-5621-0003	300.00
P17-00067	ADVANCED DOCUMENT CONCEPTS	MHS-Admin Copier Maint. 16/17 SY	01-5621-1100	400.00
P17-00091	RAY MORGAN COMPANY	MHS MATH/CONTRACT 16-17 SY	01-5621-1100	500.00
P17-00092	RAY MORGAN COMPANY	MHS Copier Maint 16-17	01-5621-1100	500.00
P17-00099	PTM DOCUMENT SYSTEMS P.O. BOX 7789	MHS Maint. 16-17 SY	01-5621-1100	499.00
Total Location				10,263.91
Location McKenney Intermediate (37)				
P16-03835	JOSTENS INC Attn: Ken Caldeira	PROMOTION GOWNS	01-5630-0000	2,485.08

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001 - Marysville Joint Unified School District

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ONLINE

Page 10 of 22

234

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

Board Meeting Date July 19, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location McKinney Intermediate (37) (continued)				
P16-03863	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS	SHADY CREEK 2ND INSTALLMENT	01-5890-9010	12,583.00
P16-03864	MYERS-STEVENSON & CO INC	SHADY CREEK	01-5890-9010	1,085.00
P16-03865	AMAZON.COM	OFFICE	01-4300-1100	106.41
P16-03867	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS	SHADY CREEK CLOTHING INVOICE	01-4300-9010	765.00
P16-03891	ELITE UNIVERSAL SECURITY	SECURITY FOR PROMOTION	01-5801-1100	240.00
P17-00063	SMILE BUSINESS PRODUCTS, INC.	McKenney Copier Rental	01-5621-0003	1,850.00
			01-5621-1100	150.00
			01-5630-0003	2,149.91
P17-00101	PTM DOCUMENT SYSTEMS P.O. BOX 7789	MCK Maint. 16-17 SY	01-5630-1100	1,370.63
P17-00165	Follett School Solutions, Inc.	LIBRARY	01-5621-0003	499.00
P17-00166	DEMCO	LIBRARY	01-4300-1100	75.25
P17-00167	AMAZON.COM	OFFICE	01-4300-9010	58.96
P17-00169	My Name My Story	CHANGEMAKER DAY	01-4300-1100	56.41
P17-00170	RISO PRODUCTS OF SACRAMENTO	MCKENNEY / SUPPLIES	01-5801-6690	1,290.00
			01-4300-1100	837.70
Total Location				25,602.35
Location Nutrition Services (73)				
P16-03836	ISITE SOFTWARE	Summer Meal Yard Signs	13-4300-5310	261.40
P16-03866	ULINE.COM	Shrinkwrap for Warehouse	13-4300-5310	416.54
P16-03898	RECOLOGY YUBA SUTTER	Recology Ticket #159532 Attached	13-4715-5310	236.31
P16-03899	Janice Redden	Student Refund	13-5892-5310	44.50
P16-03910	REFRIGERATION SOLUTIONS, INC.	EMS Upgrade	13-5641-5310	21,223.37
P16-03916	Frances Nelson	Student Refund	13-5892-5310	42.00
Total Location				22,224.12
Location Olivehurst Elementary (25)				
P16-03736	Classroom Products, LLC	SUPPLIES	01-4300-0003	163.68
P17-00044	SMILE BUSINESS PRODUCTS, INC.	OLV Copier Rental	01-5621-0003	2,050.00
			01-5630-0003	3,675.34
P17-00076	INLAND BUSINESS SYSTEMS	OLV Copier Maint. 16-17 SY	01-5621-0003	3,250.00
Total Location				9,139.02

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001 - Marysville Joint Unified School District

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ONLINE

Page 11 of 22

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

Board Meeting Date July 19, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Personnel (113)				
P16-03917	VERIZON WIRELESS	PERSONNEL/RAMIRO	01-4410-0000	261.77
P17-00093	RAY MORGAN COMPANY	Personnel Copier Maint. 16-17 SY	01-5621-0000	475.00
P17-00221	STATE DEPT OF JUSTICE ACCOUNTING SERVICES	FINGERPRINTING SERVICES	01-5810-0000	18,000.00
P17-00222	CAPITAL LIVE SCAN	FINGERPRINTING SERVICES	01-5810-0000	9,000.00
Total Location				27,736.77

Location Print Shop (67)				
P17-00075	ADVANCED DOCUMENT CONCEPTS	Print Shop Copier Maint. 16/17 SY	01-5621-0000	20,000.00
P17-00083	INLAND BUSINESS SYSTEMS	Print Shop Copier Maint. 16-17 SY	01-5621-0000	19,000.00
P17-00084	INLAND BUSINESS SYSTEMS	Print Shop Copier Maint. 16-17 SY	01-5621-0000	18,000.00
P17-00096	RAY MORGAN COMPANY	Print Shop Copier Maint 16-17	01-5621-0000	15,000.00
P17-00287	Tahoe Pure	Print Shop 2016-17	01-4300-0000	200.00
P17-00288	OFFICE DEPOT B S D	Print Shop Supplies	01-4300-0000	4,000.00
P17-00289	J.C. PAPER	Print Shop / Paper Supplies	01-4300-0000	40,000.00
P17-00290	ADVANCED DOCUMENT CONCEPTS	Print Shop - Supplies	01-4300-0000	2,500.00
Total Location				118,700.00

Location Pupil Services (202)				
P16-03901	MARY GWALTNEY	STUDENT SERVICES	01-5801-3310	3,950.00
P16-03915	MYERS-STEVENSON & CO INC	field trip for ESY lower @ CLE/upper @ YGS	01-5890-6512	150.00
P17-00053	SMILE BUSINESS PRODUCTS, INC.	Pupil Svcs Copier Maint 16-17 SY	01-5621-0000	1,000.00
P17-00188	MYERS-STEVENSON & CO INC	field trip for ESY upper grade	01-5890-6512	150.00
P17-00198	SIERRA SCHOOL EQUIPMENT CO	Partitions	01-4300-6500	310.67
P17-00285	FOUR SEASONS TRAVEL	travel for NPS students	01-4410-6500	3,655.01
P17-00295	SHADD JANITORIAL SUPPLY	dental van	01-5860-6512	7,000.00
Total Location				214.79

Location Purchasing (104)				
P17-00102	RISO PRODUCTS OF SACRAMENTO	MAINT. RISOGRAH 16-17 SY	01-5621-0003	5,743.75
P17-00180	ADVANCED INTEGRATED PEST MANAGEMENT	District Pest Service	01-5621-1100	1,426.25
P17-00181	MISSION LINEN & UNIFORM	Districtwide Dust Mop/Cleaning Cloth Service	01-5582-0000	27,228.00
Total Location				30,000.00

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001 - Marysville Joint Unified School District

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ONLINE

Page 12 of 22

236

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

Board Meeting Date July 19, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Purchasing (104) (continued)				
P17-00182	ADVANCED INTEGRATED PEST MANAGEMENT	Gopher Service - D.O. & MHS	01-5582-0000	1,215.00
P17-00183	THE FIRE GUYS LLC	Extinguisher Service	01-5583-0000	10,800.00
P17-00184	VOLTAGE SPECIALISTS	T & M Clocks & Fire Alarms	01-5565-0000	9,000.00
P17-00185	VOLTAGE SPECIALISTS	Off-site Monitoring	01-5565-0000	6,720.00
P17-00186	VOLTAGE SPECIALISTS	Fire Alarm Annual Test & Inspect	01-5565-0000	31,770.00
P17-00187	VOLTAGE SPECIALISTS	Fire Sprinkler & Pump Annual Inspections	01-5565-0000	38,085.00
P17-00292	RECOLOGY YUBA SUTTER	Districtwide	01-5570-0000	230,000.00
Total Location				391,988.00

Location South Lindhurst (47)

P17-00078	INLAND BUSINESS SYSTEMS	SLHS Copier Maint. 16-17 SY	01-5621-1100	1,600.00
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Location Student Discipline/Attendance (109)

P17-00051	SMILE BUSINESS PRODUCTS, INC.	SARB Copier Rental	01-5630-0000	1,370.63
P17-00052	SMILE BUSINESS PRODUCTS, INC.	Disc/Attend Copier Rental	01-5630-0000	2,304.71
P17-00177	KING CLOTHING	SAFETY JACKETS	01-4300-0004	3,489.45
P17-00291	YUBA COUNTY PROBATION DEPT	PASS CONTRACT 16/17	01-5100-0003	115,031.00
				75,000.00
Total Location				197,195.79

Location Superintendent (101)

P17-00094	RAY MORGAN COMPANY	Superintendent Copier Maint 16-17	01-5621-0000	500.00
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Location Technology (102)

P16-03934	FARONICS TECHNOLOGIES USA, INC	Deep Freeze renewal	01-5801-0000	2,100.00
P17-00080	INLAND BUSINESS SYSTEMS	Technology Copier Maint. 16-17 SY	01-5621-0000	150.00
P17-00175	NETWORK CONSULTING SERVICES INC.	Landesk	01-5801-0000	44,919.60
P17-00176	GAGGLE	Email Archiving	01-5801-0000	8,940.00
P17-00178	NETWORK CONSULTING SERVICES INC.	HP 24/7 software support	01-5801-0000	3,042.13
P17-00189	THE TREE HOUSE	MICR Toner	01-4300-0000	477.84
Total Location				59,629.57

Location Transportation (69)

P16-03845	AMERICAN RED CROSS C/O TELETECH	CPR TRAINING & CERTIFICATION	01-5801-0240	135.00
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001 - Marysville Joint Unified School District

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ONLINE

Page 13 of 22

237

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Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

Board Meeting Date July 19, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Transportation (69) (continued)				
P16-03846	MARIN PAINTING	TRANSPORTATION/REPAIRS	01-5641-0230	4,000.00
P16-03847	BUSWEST	TRNSPRT/Diesel particu filters Bus #52 & #55	01-6400-0230	33,779.72
P16-03850	AMAZON.COM	iPad Cases	01-4300-0230	36.53
P16-03904	UNITED TRUCK DISMANTLERS	TRANSPORTATION	01-4330-0230	537.50
P16-03907	MID VALLEY SOUND	TRANSPORTATION/DENTAL VAN	01-4300-0230	343.98
			01-5801-0230	240.00
			01-5801-0230	200.00
P16-03918	Empire Steel Carworks, Inc.	TRANSPORTATION		
P16-03931	SANCHEZ TRUCK REPAIR & TOWING	TRANSPORTATION	01-5801-0230	50.00
P17-00037	BUSWEST	TRNSPRT/Diesel particu filters Bus #26 & #44	01-4450-9014	7,273.10
			01-6400-9014	32,675.77
P17-00038	BUSWEST	TRNSPRT/Diesel particu filters Bus #42 & #43	01-6400-9014	32,675.77
P17-00090	Sharp Electronics Corp.	Transp. Dept. Copier Service 16-17 SY	01-5621-0230	700.00
P17-00223	SUTTER BUTTES COMMUNICATIONS	GPS TRACKING 16-17	01-5801-0230	16,766.40
P17-00224	SUTTER BUTTES COMMUNICATIONS	SERVICE AGREEMENT 16-17	01-5621-0230	6,120.00
P17-00225	FREMONT-RIDEOUT COMP CLINIC & DRUG TESTING	TRANSPORTATION	01-5801-0230	5,000.00
P17-00226	NATOMAS TOWING	TRANSPORTATION	01-5801-0230	5,000.00
P17-00227	ARNE'S PAINT STORE INC.	TRANSPORTATION	01-4300-0230	500.00
P17-00228	A-Z BUS SALES INC	TRANSPORTATION/SUPPLIES	01-4364-0230	20,000.00
P17-00229	A-Z BUS SALES INC	TRANSPORTATION/REPAIRS	01-5641-0230	5,000.00
P17-00230	A-Z BUS SALES INC	TRANSPORTATION/SPECIAL ED	01-4300-0240	5,000.00
P17-00231	BATTERY SYSTEMS/CHICO/REDDING	TRANSPORTATION/SUPPLIES	01-4330-0230	3,000.00
P17-00232	BEN TOILET RENTALS	16-17 Main Bus Garage/Transportation Department	01-5630-0230	6,000.00
P17-00233	BEN TOILET RENTALS	16-17 Challenge Shop/Transportation Department	01-5630-0230	1,100.00
P17-00234	BETTS TRUCK PARTS	TRANSPORTATION	01-4364-0230	30,000.00
P17-00235	BILL'S ELECTRIC AUTO REPAIR	TRANSPORTATION	01-5641-0230	6,000.00
P17-00236	BUSWEST	TRANSPORTATION/Parts	01-4364-0230	40,000.00
P17-00237	BUSWEST	TRANSPORTATION/REPAIRS	01-5641-0230	5,000.00
P17-00238	CENTRAL DRUG SYSTEM, INC.	TRANS	01-5801-0230	8,000.00
P17-00239	DENNIS SCHMALL TOOLS	TRANSPORTATION/SUPPLIES	01-4364-0230	2,000.00

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jun 30 2016 4:24PM

ESCAPE

ONLINE

Page 14 of 22

238

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

Board Meeting Date July 19, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Transportation (69) (continued)				
P17-00240	DOW LEWIS MOTORS	TRANSPORTATION/REPAIRS	01-5641-0230	10,000.00
P17-00241	DOW LEWIS MOTORS	TRANSPORTATION/SUPPLIES	01-4364-0230	5,000.00
P17-00242	E.T. QUALITY RV, INC	TRANSPORTATION	01-5801-0230	2,500.00
P17-00243	Factory Motor Parts	TRANSPORTATION	01-4364-0230	5,000.00
P17-00244	FLEETPRIDE	TRANSPORTATION	01-4364-0230	2,000.00
P17-00245	HANCOCK PETROLEUM ENGINEERING	TRANSPORTATION	01-5641-0230	1,000.00
P17-00246	HARVEY & SONGER	TRANSPORTATION/REPAIRS	01-5641-0230	15,000.00
P17-00247	HOLT OF CALIFORNIA	TRANSPORTATION/PARTS	01-4364-0230	2,000.00
P17-00248	HUST BROTHERS INC	TRANSPORTATION	01-4364-0230	6,000.00
P17-00249	JEFF'S TRUCK SERVICE	TRANSPORTATION	01-5641-0230	30,000.00
P17-00250	LARRY GEWEKE FORD	TRANSPORTATION/REPAIRS	01-5641-0230	5,000.00
P17-00251	LARRY GEWEKE FORD	TRANSPORTATION/PARTS	01-4364-0230	5,000.00
P17-00252	MSC Industrial Supply Co.	TRANSPORTATION/SUPPLIES	01-4364-0230	5,000.00
P17-00253	North State Tire Co., Inc.	TRANSPORTATION/Tires	01-4363-0230	50,000.00
P17-00254	NORTH VALLEY DIESEL	TRANSPORTATION/REPAIRS	01-5641-0230	15,000.00
P17-00255	NORTH VALLEY DIESEL	TRANSPORTATION/PARTS	01-4364-0230	10,000.00
P17-00256	QUICK'S GLASS SERVICE INC	TRANSPORTATION	01-5641-0230	10,000.00
P17-00257	RAYS GENERAL HARDWARE	TRANSPORTATION	01-4300-0230	300.00
P17-00258	RIEBES AUTO SUPPLY	TRANSPORTATION	01-4364-0230	30,000.00
P17-00259	RIVERVIEW INTERNATIONAL TRUCKS	TRANSPORTATION	01-4364-0230	5,000.00
P17-00260	SAFETY KLEEN CORP	SHOP PARTS WASH BASIN	01-5801-0230	900.00
P17-00261	SHADD JANITORIAL SUPPLY	TRANSPORTATION	01-4300-0230	1,000.00
P17-00262	STAPLES OFFICE SUPPLY	TRANSPORTATION	01-4300-0230	500.00
P17-00263	STARCHEM SPECIALTY CHEMICALS	TRANSPORTATION	01-4300-0230	2,000.00
P17-00264	THE HOSE SHOP	TRANSPORTATION	01-4364-0230	1,000.00
P17-00265	THE UPHOLSTERY SHOP ROGELIO MARTINEZ	TRANSPORTATION	01-5641-0230	4,000.00
P17-00266	UNION LUMBER COMPANY	TRANSPORTATION	01-4300-0230	1,000.00
P17-00267	VALLEY POWER SYSTEMS, INC.	TRANSPORTATION/REPAIRS	01-5641-0230	5,000.00
P17-00268	WAL-MART COMMUNITY BRC	TRANSPORTATION	01-4300-0240	2,000.00

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jun 30 2016 4:24PM

ESCAPE

ONLINE

Page 15 of 22

239

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

Board Meeting Date July 19, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Transportation (69) (continued)				
P17-00269	Diamond Diesel Service, Inc.	TRANSPORTATION/REPAIRS	01-5641-0230	10,000.00
P17-00270	WHEELER-CHEVROLET-OLDSMOBILE CADILLAC	TRANSPORTATION/PARTS	01-4364-0230	1,000.00
P17-00271	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	TRANSPORTATION	01-4300-0230	500.00
P17-00272	Mack's Auto Body	TRANSPORTATION/REPAIRS	01-5641-0230	5,000.00
P17-00273	YUBA TRANSMISSION	TRANSPORTATION/REPAIRS	01-5641-0230	25,000.00
P17-00274	Asbury Environmental Services	TRANSPORTATION	01-5801-0230	200.00
P17-00275	SUTTER BUTTES COMMUNICATIONS	TRANSPORTATION/SUPPLIES	01-4300-0230	3,000.00
P17-00276	Romaine Electric Corporation	TRANSPORTATION	01-4364-0230	2,500.00
P17-00277	AMADOR STAGE LINES, INC	TRANSPORTATION/CHARTER	01-5880-0230	20,000.00
P17-00278	MAR-KEY LOCK & SECURITY	TRANSPORTATION	01-4300-0230	500.00
P17-00279	J&S Equip./Steam Cln, Inc	TRANSPORTATION/REPAIRS	01-5641-0230	500.00
P17-00280	BUSWEST	TRANSPORTATION/Special Needs Equipment	01-4300-0240	5,000.00
P17-00281	JACOBSEN WEST	TRANSPORTATION	01-4364-0230	1,000.00
P17-00301	ENTERPRISE RENT-A-CAR ATTN: ACCOUNTS RECEIVABLE	TRANSPORTATION	01-5630-0230	2,000.00
Total Location				584,533.77
Location Warehouse (71)				
P16-03890	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 15-16 S.Y.	01-9320-0000	334.99
P16-03902	SAC VAL JANITORIAL SALES & SERVICES, INC.	Whs Stock	01-9320-0000	143.03
P17-00004	Staples Contract & Com. Inc. Staples Advantage	Warehouse Stock 16-17 S.Y.	01-9320-0000	67,441.20
P17-00005	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 16-17 S.Y.	01-9320-0000	9,633.91
P17-00006	AFP INDUSTRIES, INC.	Warehouse Stock 16-17 S.Y.	01-9320-0000	230.05
P17-00007	SCHOOL SPECIALTY	Warehouse Stock 16-17 S.Y.	01-9320-0000	6,031.18
P17-00009	J.C. NELSON SUPPLY COMPANY	Warehouse Stock 16-17 S.Y.	01-9320-0000	5,246.65
P17-00010	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 16-17 S.Y.	01-9320-0000	27,234.02
P17-00011	SHADD JANITORIAL SUPPLY	Warehouse Stock 16-17 S.Y.	01-9320-0000	21,847.23
P17-00012	J.C. PAPER	Warehouse Stock 16-17 S.Y.	01-9320-0000	5,161.76
P17-00013	SAC VAL JANITORIAL SALES & SERVICES, INC.	Warehouse Stock 16-17 S.Y.	01-9320-0000	38,903.79
P17-00014	SCHOOL SPECIALTY	Warehouse Stock 16-17 S.Y.	01-9320-0000	1,255.86
P17-00015	NASCO	Warehouse Stock 16-17 S.Y.	01-9320-0000	23.22
P17-00016	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 16-17 S.Y.	01-9320-0000	21,362.07

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001 - Marysville Joint Unified School District

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ONLINE

Page 16 of 22

240

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

Board Meeting Date July 19, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Warehouse (71) (continued)				
P17-00017	PYRAMID SCHOOL PRODUCTS	Warehouse Stock 16-17 S.Y.	01-9320-0000	12,247.63
P17-00018	STANDARD STATIONERY SUPPLY CO	Warehouse Stock 16-17 S.Y.	01-9320-0000	987.59
P17-00019	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 16-17 S.Y.	01-9320-0000	120.43
P17-00020	SCHOOL SPECIALTY	Warehouse Stock 16-17 S.Y.	01-9320-0000	1,187.57
P17-00021	PYRAMID SCHOOL PRODUCTS	Warehouse Stock 16-17 S.Y.	01-9320-0000	10,458.40
P17-00022	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 16-17 S.Y.	01-9320-0000	3,108.84
P17-00023	STANDARD STATIONERY SUPPLY CO	Warehouse Stock 16-17 S.Y.	01-9320-0000	527.28
P17-00024	General Pencil Company, Inc.	Warehouse Stock 16-17 S.Y.	01-9320-0000	17,307.50
P17-00025	PYRAMID SCHOOL PRODUCTS	Warehouse Stock 16-17 S.Y.	01-9320-0000	17,037.13
P17-00027	US GAMES	Warehouse Stock 16-17 S.Y.	01-9320-0000	434.73
P17-00028	CANNON SPORTS INC.	Warehouse Stock 16-17 S.Y.	01-9320-0000	598.88
P17-00029	MEDCO SCHOOL FIRST AID	Warehouse Stock 16-17 S.Y.	01-9320-0000	3,487.47
P17-00030	HENRY SCHEIN COMPANY	Warehouse Stock 16-17 S.Y.	01-9320-0000	321.30
P17-00031	THE TREE HOUSE	Warehouse Stock 16-17 S.Y.	01-9320-0000	2,139.25
P17-00032	J.E. FOSS CO., INC.	Warehouse Stock 16-17 S.Y.	01-9320-0000	245.10
P17-00033	RAYVERN LIGHTING SUPPLY	Warehouse Stock 16-17 S.Y.	01-9320-0000	3,598.69
P17-00299	Tahoe Pure	WHS / BOTTLED WATER 16-17	01-4300-0000	200.00
Total Location				278,856.75
Location Yuba Feather K-6 (29)				
P17-00058	SMILE BUSINESS PRODUCTS, INC.	Yuba Feather Copier Rental	01-5621-0003	260.00
			01-5630-0003	3,520.54
Total Location				3,780.54
Location Yuba Gardens Intermediate (39)				
P17-00065	ADVANCED DOCUMENT CONCEPTS	YGS Staff Copier Maint. 16/17 SY	01-5621-0003	925.00
P17-00085	Sharp Electronics Corp.	Yuba Gardens Admin Copier Service 16-17 SY	01-5621-0003	1,300.00
P17-00098	PTM DOCUMENT SYSTEMS P.O. BOX 7789	YGS Maint. 16-17 SY	01-5621-0003	499.00
P17-00163	PSYCHOLOGICAL CORPORATION CUSTOMER CARE DEPARTMENT/BOWMAN/GATES		01-4300-6500	430.73
Total Location				3,154.73
Total Number of POs			392	Total 3,580,001.23

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.

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Page 17 of 22

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	87	216,714.17
09	Chtr Schs	5	4,566.29
12	Child Dev	2	417.50
13	Cafeteria	6	22,224.12
Total Fiscal Year 2016			243,922.08
01	Gen Fund	286	3,330,791.01
09	Chtr Schs	3	3,848.91
12	Child Dev	2	689.23
25	Cap Fac	1	750.00
Total Fiscal Year 2017			3,336,079.15
Total			3,580,001.23

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Page 18 of 22

242

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

Board Meeting Date July 19, 2016

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P16-00062	4,839.91	01-5621	Gen Fund/Maint Cont	48,63-
P16-00092	375.00	01-5621	Gen Fund/Maint Cont	75.00
P16-00142	16,820.00	01-4300	Gen Fund/Mat&Suppli	1,900.00
P16-00147	2,797.50	01-4300	Gen Fund/Mat&Suppli	400.00
P16-00151	3,628.70	01-4300	Gen Fund/Mat&Suppli	30.00
P16-00159	836.47	01-4300	Gen Fund/Mat&Suppli	55.00
P16-00170	39,500.00	01-4300	Gen Fund/Mat&Suppli	843.26
P16-00187	2,397.07	01-4300	Gen Fund/Mat&Suppli	102.93-
P16-00188	2,380.17	01-4300	Gen Fund/Mat&Suppli	1,619.83-
P16-00190	19.38	01-4300	Gen Fund/Mat&Suppli	80.62-
P16-00191	7,541.84	01-4300	Gen Fund/Mat&Suppli	1,541.84
P16-00192	4,441.63	01-4300	Gen Fund/Mat&Suppli	941.63
P16-00193	860.00	01-4300	Gen Fund/Mat&Suppli	140.00-
P16-00194	380.81	01-4300	Gen Fund/Mat&Suppli	119.19-
P16-00195	202.88	01-4300	Gen Fund/Mat&Suppli	497.12-
P16-00202	8,827.20	01-4300	Gen Fund/Mat&Suppli	2,827.20
P16-00208	115.86	01-4300	Gen Fund/Mat&Suppli	1,887.34-
P16-00209	30.12	01-5641	Gen Fund/Equip Repa	1,469.88-
P16-00210	958.37	01-4300	Gen Fund/Mat&Suppli	441.63-
P16-00218	29,235.91	01-4364	Gen Fund/Tools/Part	5,500.00
P16-00219	6,150.00	01-5641	Gen Fund/Equip Repa	426.60-
P16-00228	7,684.22	01-4364	Gen Fund/Tools/Part	2,315.78-
P16-00229	2,924.61	01-4364	Gen Fund/Tools/Part	2,075.39-
P16-00232	15,600.00	01-5641	Gen Fund/Equip Repa	600.00
P16-00241	7,066.26	01-4364	Gen Fund/Tools/Part	1,933.74-
P16-00245	5,150.00	01-5801	Gen Fund/Contracts	650.00
P16-00248	17,500.00	01-5641	Gen Fund/Equip Repa	500.00
P16-00253	32,505.00	01-4364	Gen Fund/Tools/Part	1,805.00
P16-00254	6,073.86	01-4364	Gen Fund/Tools/Part	845.59
P16-00256	900.00	01-5801	Gen Fund/Contracts	100.00

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Page 19 of 22

243

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P16-00270	2,200.00	01-4300	Gen Fund/Mat&Suppli	120.00-
P16-00301	2,550.98	01-4300	Gen Fund/Mat&Suppli	550.98
P16-00369	23,000.00	12-4300	Child Dev/Mat&Suppli	955.58
P16-00409	836.87	01-4364	Gen Fund/Tools/Part	163.13-
P16-00415	22,471.46	13-5641	Cafeteria/Equip Repa	475.00
P16-00501	6,200.00	01-5890	Gen Fund/Other Serv	1,200.00
P16-00502	1,792.10	01-5530	Gen Fund/Water & Se	275.70
P16-00529	2,050.71	13-5641	Cafeteria/Equip Repa	555.00
P16-00612	365,300.00	13-4716	Cafeteria/Produce	49,300.00
P16-00613	6,626.45	13-4717	Cafeteria/FoodPurcSch	370.00-
P16-00615	489,000.00	13-4711	Cafeteria/Milk	11,000.00-
P16-00616	62,200.00	13-4717	Cafeteria/FoodPurcSch	12,200.00
P16-00617	7,691.36	13-4717	Cafeteria/FoodPurcSch	6,300.00-
P16-00678	5,000.00	01-4364	Gen Fund/Tools/Part	500.00
P16-00743	400.00	01-5801	Gen Fund/Contracts	600.00-
P16-00906	4,137.00	01-4300	Gen Fund/Mat&Suppli	20.00
P16-00982	38,160.00	09-5801	Chtr Schs/Contracts	3,200.00
P16-00999	536,000.00	13-4717	Cafeteria/FoodPurcSch	11,000.00
P16-01061	975.74	01-4300	Gen Fund/Mat&Suppli	291.33
P16-01279	6,489.88	01-4300	Gen Fund/Mat&Suppli	808.66
P16-01375	41,939.21	01-5880	Gen Fund/Cont Buses	7,439.21
P16-01693	58.16	01-4300	Gen Fund/Mat&Suppli	1,541.84-
P16-01745	1,306.13	01-4300	Gen Fund/Mat&Suppli	362.81-
P16-01795	558.94	01-4300	Gen Fund/Mat&Suppli	82.94
P16-02169	962,450.00	01-6210	Gen Fund/Buildings	53,113.00
P16-02188	156,141.00	13-4716	Cafeteria/Produce	2,355.00
P16-02307	106.56	01-4300	Gen Fund/Mat&Suppli	13.32-
P16-02336	1,203.64	01-4300	Gen Fund/Mat&Suppli	3.64
P16-02522	1,050.00	01-4300	Gen Fund/Mat&Suppli	300.00
P16-02980	4,740.75	01-4410	Gen Fund/Equip NonC	3,139.00-

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Page 20 of 22

244

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P16-03131	2,198.07	01-4300	Gen Fund/Mat&Suppli	1,152.85
P16-03314	927.47	01-5641	Gen Fund/Equip Repa	427.47
P16-03322	1,009.38	01-4410	Gen Fund/Equip NonC	91.38
P16-03340	5,831.76	01-4300	Gen Fund/Mat&Suppli	144.00
P16-03465	255.33	01-4200	Gen Fund/Oth Ref Bk	32.67-
P16-03472	12,662.00	01-5801	Gen Fund/Contracts	1,893.00
P16-03475	16,565.88	01-5801	Gen Fund/Contracts	5,248.38
P16-03479	1,322.50	01-5621	Gen Fund/Maint Cont	.00
P16-03480	582.75	01-5621	Gen Fund/Maint Cont	.00
P16-03495	3,350.86	01-4300	Gen Fund/Mat&Suppli	426.50-
		01-4410	Gen Fund/Equip NonC	35.51-
			Total for P16-03495	462.01-
P16-03530	602.26	01-4300	Gen Fund/Mat&Suppli	560.06-
P16-03542	896.78	01-4300	Gen Fund/Mat&Suppli	594.18-
P16-03618	101.50	01-5890	Gen Fund/Other Serv	101.50
P16-03619	24,784.24	01-4300	Gen Fund/Mat&Suppli	938.52
		01-4410	Gen Fund/Equip NonC	.01
			Total for P16-03619	938.53
P16-03624	14,335.00	01-4450	Gen Fund/Equip NonC	500.00-
P16-03664	1,656.81	01-4320	Gen Fund/Custod Sup	589.74-
P16-03665	2,033.46	01-4320	Gen Fund/Custod Sup	444.99-
P16-03666	1,268.93	01-4320	Gen Fund/Custod Sup	354.92-
P16-03667	1,268.93	01-4320	Gen Fund/Custod Sup	354.92-
P16-03668	1,223.76	01-4320	Gen Fund/Custod Sup	70.63-
P16-03692	325.85	01-4300	Gen Fund/Mat&Suppli	75.18-
P16-03727	393.96	12-4300	Child Dev/Mat&Suppli	303.74-
P16-03730	996.19	12-4300	Child Dev/Mat&Suppli	51.60
P16-03775	646.91	09-4100	Chrt Schs/Textbooks	212.77-
P16-03789	912.91	12-4300	Child Dev/Mat&Suppli	27.41-

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Page 21 of 22

245

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P16-03793	1,244.85	12-4410	Child Dev/Equip NonC	129.00
P16-03815	550.00	01-5801	Gen Fund/Contracts	50.00
P16-03819	259.00	01-5890	Gen Fund/Other Serv	133.00
Total PO Changes				132,249.27



TERMS AND CONDITIONS OF CONTRACT

This Agreement is hereby entered into between the **Marysville Joint Unified School District**, hereinafter referred to as "Client," and Diverse Network Associates, Inc. dba Catapult K12, hereinafter referred to as "Company."

- 1. Project Start Date.** The project start date is the date in which this document is signed, unless otherwise stated, hereinafter referred to as "Project Start Date".
- 2. Initial Term.** The initial term of service starts August 1, 2016 through June 30, 2017, hereinafter referred to as "Initial Term".
- 3. Integration of Website Design & Hosting Quote.** This document is made with the Website Design and Hosting Quote (the "Term Sheet"), which is made a part of this Agreement, along with the "Client" named therein, for a scope of work outlined on the cover sheet, which generally includes a "Scope of Work" or "Proposal". The actual site created for the Client is referred to as the "Website". Once signed, the terms of the Term Sheet become a binding "Agreement" along with the terms and conditions herein, "Addendum A" if Website Hosting is included, and "Addendum B" Additional Project Details, which is incorporated by this reference.
- 4. Additional Changes.** In the event any changes, additions, modifications or otherwise are needed or requested from Client over the Proposal, such changes shall be subject to additional customization charges according to Company's then-current standard rates and fees. Additionally, any changes made after the "Design Approval" is signed by Client, such changes to the HTML to support custom design requests, and any other unexpected modifications will result in additional custom design and/or web programming charges according to then-current standard rates and fees.
- 5. Website Design & Development Timeframes.** Company reserves all rights to all provided design options and proprietary programming. Any estimated timeline for delivery of the Website is based on the agreed assumption that Client will make all technical and graphic decisions within two (2) business day of submission and promptly provide all requested materials within a week of the Project Start Date.
- 6. Client Acceptance & Delivery.** Company will deliver by August 1, 2016, unless Project Deadline Stipulations are not met as stated in "Addendum B", and Company generally delivers the Website to Client in 6-8 weeks from the date that Company has all the materials needed.—Prior to going live, Client shall review, test and inspect the Website and upon satisfaction, shall sign a "Final Project Approval", which is irrevocable once executed. If Client fails to reasonably cooperate with Company, or elects to cancel the Website creation, all setup fees are non-refundable. Unless Client notifies Company in writing of errors, modifications or corrective actions required prior to the "Final Project Approval", then Client shall be deemed to have accepted the Website and Company shall immediately thereafter be deemed to have fulfilled all its development obligations hereunder. Client understands *all sales are final*. Setup fees cannot be refunded.
- 7. Payment of Fees.** All charges for development of the Website and set up fees shall be paid as provided in the Term Sheet.
- 8. Training.** Once a Website is developed and delivered, Company shall apply its Standard Training Program to Client for the use of Company's proprietary content management system (CMS). If Client requests additional support or training, it shall be at Company's then-current standard rates. There is no website hosting training. The Standard Training Program is defined by a 1 to 2 hour WebEx training session where up to 30 school district employees can attend the training session.
- 9. Representation and Warranty as to Ownership of Content.** Client represents and warrants to Company, which shall continue throughout the use of the Website, that it has the full legal and other rights and approvals to use all photos, logos, links, written materials, and other content featured on the Website. Client shall hold Company free and harmless from any costs, claims, fines, attorneys' fees, lawsuits, and expenses arising from any breach of this representation and warranty.

Business Services Department

Approval: 

Date: 7/6/16

247



10. **Intellectual Property.** Except as expressly provided herein, Company reserves all rights to all intellectual property under Federal and California laws. Client is receiving a non-exclusive, non-transferable, royalty free license to use the Website. Client reserves all rights to all intellectual property under Federal and California laws, including Client logos, website text and documents.
11. **Marketing Services Results.** Company does not guarantee or promise natural search engine rankings. Our services are 100% "white hat" and fall within the guidelines and standards that the search engines provide to get your site ranked naturally.
12. **Software Support.** For the period defined in the Initial, Company will apply commercially reasonable efforts to assist Client with "bugs" that stop the software from functioning at no additional cost. This does not include "bugs" that are caused by the releases of new browsers or any unforeseen changes in the Internet, new web browsers, new security methods, or development standards that Company is unaware prior to the signing of this Agreement. Company shall maintain reasonable business hours for phone help by its team.
13. **Cancellations.** Except with the consent of Company, in Company's sole discretion, Client may not cancel this Agreement and the Website development prior to completion and delivery.
14. **Payments.** Company will charge one-half of all setup fees at the Project Start Date. Company will charge the second half of all setup fees at start of the Initial Term. The Annual Services Fees, defined in the Term Sheet, will be billed at the start of Initial Term or within two months of signing this agreement whichever comes first. In the event of cancellation or default in payment, the website will be suspended and taken offline. A fee may apply to reinstate website.
15. **Illustration Rights.** Company retains the right to show its name, logo, brand and/or identify at the bottom footer of the Website for marketing purposes.
16. **LIMITATIONS ON LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY LAWSUITS, CLAIMS, FINES, EXPENSES, ATTORNEYS' FEES OR EXPENSES WHICH ARISE FROM ANY MISUSE OF THE WEBSITE. CLIENT ACKNOWLEDGES THAT COMPANY IS SOLELY A CONDUIT THAT CREATES THE PLATFORM FOR CLIENT TO UPLOAD ITS OWN CONTENT, AND CLIENT IS SOLELY RESPONSIBLE FOR ALL CONTENT ON THE WEBSITE, INCLUDING ANY MISUSE OR UNAUTHORIZED ACCESS/USE OF THE WEBSITE.
17. **Ownership of Final Work Product.** Except for logos, data, artwork and other information provided solely by Client, Company is the sole owner of all intellectual property rights of or arising from the Website, including without limitation all code, custom-made artwork, features and design.
18. **Miscellaneous.** If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement. Client agrees to keep Company informed of all current contact information for Client's account. Changes in Client's account information may be reported to Company by e-mail at contact@CatapultK12.com. Failure to maintain or keep current all contact information shall be a ground for Company to terminate Client's account for cause. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In case any one or more of the provisions of this Agreement be held for any reason to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid provision(s) had never been contained in this Agreement, provided that those provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

248



TERMS AND CONDITIONS FOR WEBSITE HOSTING ADDENDUM A

1. **Acceptance & Fees.** If provided in the Term Sheet, Company shall provide Website Hosting Services ("Services") for Client, as provided herein. Client agrees to be bound by all the terms and conditions of this Agreement. Client shall pay the website hosting service fees described in the Term Sheet.
2. **Provision of Services.** Company agrees to provide Client with its standard website hosting services. A more detailed description of the services included in Client's service plan is outlined in the Term Sheet or available upon request in Company's promotional and marketing materials. Company reserves the right to change or modify the features of Client's service plan from time to time on 30 days' written or e-mailed notice to Client. Client's written acceptance is required for continued use of Company's and agreement to be bound by the Company's modification of the terms and conditions of this agreement and the Term Sheet.
3. **Agreement Term & Termination.** Unless otherwise stated in Term Sheet, incorporated by this reference, the initial term of this agreement shall commence on the date of execution of the Initial Term. After Initial Term, this Agreement can be renewed with a written authorization. There is no partial refund of fees parties as provided in this Agreement upon an early termination by Client. In the event Client properly terminates this Agreement, Company shall provide Client with a digital back up of the Website files to Client either as an attachment to an e-mail or via other file transfer process, or mail them to Client in the form of a CD-ROM.
4. **Payment Terms.** Client agrees to pay Company the amount specified on Term Sheet for the Company's services. Company reserves the right to change or modify its charges for Client's plan from time to time after the Initial Term, upon giving 30 days' notice written or e-mailed to Client for Board approval. Client's written Board approval is required for continued use of Company's services and agreement to be bound by the Company's modified charges for its services. Additional charges for add-on services not included in Term Sheet will be provided to Client in a separate quote or amendment to this Agreement. Service charges are payable as provided in the Term Sheet, without advanced invoice or demand. Payments can be made online or by check. Interest in the amount of 1.8% per month will be added to any outstanding invoices remaining unpaid for more than 30 days, in addition to a \$100.00 late fee. Client may elect to have payments charged to a credit or debit card or other account automatically on the first day of any payment period. Any charges for upgrading Client's current hosting package, or performing add-on requests, will be billed in the next invoice and are due immediately.
5. **Content Management.** Company has developed a proprietary "Content Management System" or "CMS", which allows Client to directly manage its own content. Client is solely responsible for supplying, verifying, policing and monitoring its own content, and Company grants to Client a non-exclusive and non-transferrable license to use the CMS for a term concurrent to the term of hosting services provided by Company to Client.
6. **Regulated Use.** Company may impose rules and regulations on the use of the Website and CMS during the term of any hosting services, so as to ensure the effective, efficient, proper and lawful use of the system, which Client shall diligently abide by upon receipt of notice of such rules and regulations.
7. **Violations of Network Security.** Client is prohibited from violating or attempting to violate the security of the network. Violations of system or network security may result in civil or criminal liability in addition to immediate termination of Client's agreement. Company will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Clients who are involved in such violations.
8. **Web Hosting Support.** The web hosting support defined in the Term Sheet and will be provided during Initial Term.

249



9. **Warranty Against Unlawful Use.** Client warrants and represents that Client shall use Services only for lawful purposes and in accordance with all valid federal, state, and local laws and regulations governing use of e-mail and the Internet, whether or not specifically prohibited elsewhere in this Agreement. Failure to abide by the terms of this paragraph shall be grounds for immediate termination of Client's account for cause.
10. **Liability; No Warranty; Limitation of Damages.** Client expressly agrees that use of Services provided by Company is at Client's sole risk. Company guarantees 99% percent uptime for its Web servers. If uptime for Client's Web server falls below 99% percent during any given month, Company shall credit back a pro rata payment of the monthly service fees equal to the amount of down time. Any such credit shall be applied to future invoices. This credit shall be Client's sole and exclusive compensation for any downtime or other unavailability of Company's services under this Agreement. COMPANY SHALL HAVE NO LIABILITY OF ANY KIND FOR ANY DAMAGES OR LOSS ARISING AS A CONSEQUENCE OF SUCH DOWNTIME OR UNAVAILABILITY. COMPANY, ITS AGENTS, AFFILIATES, LICENSORS OR THE LIKE, DO NOT REPRESENT OR WARRANT, EXPRESSLY OR IMPLIEDLY, THAT THEIR SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THEIR SERVICES OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION SERVICE OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THEIR SERVICES, UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT. COMPANY, ITS OFFICERS, AGENTS, OR ANYONE ELSE INVOLVED IN PROVIDING SERVICES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE SERVICES; OR FOR ANY DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO COMPANY'S RECORDS, PROGRAMS, OR SERVICES. COMPANY WILL EXERCISE NO CONTROL OVER THE CONTENT OF THE INFORMATION PASSING THROUGH COMPANY'S WEBSITE/NETWORK. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, FOR THE SERVICES IT IS PROVIDING. COMPANY ALSO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT MAY BE SUFFERED BY CLIENT, INCLUDING LOSS OF DATA RESULTING FROM DELAYS OR NON-DELIVERIES.
11. **Patents, Copyrights, Trademarks, and Other Intellectual and Proprietary Rights.** Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to Client. Client agrees that all right, title, and interest in any product or service provided to Client belongs to Company. These products and services are only for Client's use in connection with Services provided to Client as outlined in this Agreement. Client expressly warrants to Company that Client has the right to use any patented, copyrighted, or trademarked material which Client uses, posts, or otherwise transfers to Company servers.
12. **Hardware, Equipment, and Software.** Client is responsible for and must provide all phones, phone services, computers, software, hardware, and other services necessary to access Company servers. Company makes no representations, warranties, or assurances that Client's equipment will be compatible with Company Services. Company will provide testing upon request.
13. **Age.** Client expressly represents and warrants that Client and any person to whom Client grants access to Client's Company account are at least 18 years of age.
14. **Mutual Indemnification.** Each Party shall defend indemnify and hold harmless the other Party, including Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all Claims of Third Parties, and all associated Losses, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

WEBSITE DESIGN AND HOSTING QUOTE

Estimated E-Rate Percent: 0%

Client: Marysville Joint Unified School District
Contact: Gay Todd
Address: 1919 B Street
City: Marysville
State: CA **Zip/Postal Code:** 95901

Date: July 19, 2016
Phone: (530) 741-6000
Fax:
Email: gtodd@mjsud.com
Catapult Contact: Jason / jjeffery@catapultk12.com

ONE-TIME SETUP FEES

Description	Qty	Unit Price	Setup Fee
1 District Semi-Custom Responsive Website Included: Dedicated Project Manager, Automated Staff Directory Active Directory, Google Calendar, Social Media Integration, 2 Hours WebEx Software Training, Unlimited Teacher Websites	1	\$2,000.00	\$2,000.00
22 School Semi-Custom Responsive Websites (Based on District Design)	22	\$1,000.00	\$22,000.00
Data Migration & Copywriting Services (optional - not to exceed 140 hrs.)	140	\$39.00	\$5,460.00
Multi-Site Discount	23	(\$200.00)	(\$4,600.00)
CatapultEMS Discount	23	(\$150.00)	(\$3,450.00)
Sub-Total			\$21,410.00

MONTHLY SERVICES FEES

Description	Qty	Unit Price	Monthly Fee
Service Fees Includes: Website Hosting (Disk Space, FTP, Bandwidth, Backup Services), CMS Software & Technical Support.	23	\$99.00	\$2,277.00
Multi-Site Monthly Discount	Discount percentage:	43%	(\$979.11)
Sub-Total			\$1,297.89

SUMMARY OF FEES

YEAR 1 TOTAL		YEAR 2 TOTAL	
One-Time Setup Fees:	\$21,410.00	Setup Fees:	\$0.00
Annual Service Fees:	\$15,574.68	Annual Service Fees:	\$15,574.68
TOTAL OUT OF POCKET (w/o E-Rate):	\$36,984.68	TOTAL OUT OF POCKET (w/o E-Rate):	\$15,574.68
Annual E-Rate Discount:	\$0.00	Annual E-Rate Discount:	\$0.00
TOTAL OUT OF POCKET (w/ E-Rate):	\$36,984.68	TOTAL OUT OF POCKET (w/ E-Rate):	\$15,574.68

Terms: By signing below, Client approves this quote and certifies that they understand and accept what work is to be performed for the price defined. Client will pay DNA half of the one-time start-up fees upon signing this document and the second half once the project has been completed. This quote is good for 30 days. Once signed, please email or fax this contract to Catapult K12.

Printed Name

Signature

Date

251



ADDITIONAL PROJECT DETAILS ADDENDUM B

1. **Project Deadline Stipulations.** The Company will go live with the new website on August 1, 2016 but there are several items that need to be addressed to accomplish this goal.
 - a. If more than 140 hours of data migration are needed the remaining hours will be completed after the launch date.
 - b. Data migration for teacher websites is not included.
 - c. Client must select a Semi-Custom Website Design that has already been created.
 - d. Client needs to provide Company with all of the data collection items within two weeks of the initial Project Manager Kickoff meeting.
2. **Semi-Custom Responsive Websites.** The following sites are included and will be based on the design of the Client's District website.
 - a. Marysville Joint Unified School District
 - b. Arboga Elementary
 - c. Browns Valley Elementary
 - d. Cedar Lane Elementary
 - e. Cordua Elementary
 - f. Covillaud Elementary
 - g. Dobbins Elementary
 - h. Edgewater Elementary
 - i. Ella Elementary
 - j. Foothill Intermediate
 - k. Independent Study Program
 - l. Johnson Park Elementary
 - m. Kynoch Elementary
 - n. Linda Elementary
 - o. Lindhurst High
 - p. Loma Rica Elementary
 - q. Marysville Charter Academy for the Arts
 - r. Marysville High
 - s. McKenney Intermediate
 - t. Olivehurst Elementary
 - u. South Lindhurst High
 - v. Yuba Feather Elementary
 - w. Yuba Gardens Intermediate
3. **District Parent Communication App.** The Company is working on the development of a District Parent Communication App therefore the cost of this app is not included in this agreement. The completion is estimated to be January 1, 2017. Once the app is available, the Company can add this agreement to an amendment for Client Board approval.



IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to sign this Agreement as set forth below.

Client: mjUSD

Name: Ryan D. Giulio

Signature: _____

Title: Assistant Supt. of Business Services

Date: _____

Invoicing Contact Email: asalcido@mjUSD.com

Invoicing Contact Phone 530-749-6114

Annual Services Fee Payment Options: (Either: check box that applies)

☐ Billed monthly in advance with effect from the Initial Term

☐ Quarterly in advance

☒ Annually in advance

☐ Other: _____

Company: Catapult K12

Taxpayer ID#: 48-1284049

By: Jason Jeffery

Signature: Jason Jeffery

Title: CEO

Date: June 22, 2016

253



**Subscriber Agreement ("Agreement")
made 05/25/2016 between Discovery Education, Inc. ("Discovery") and
CEDAR LANE ELEMENTARY SCHOOL, CA ("Subscriber")**

- Subject to the terms and conditions of this agreement, Discovery grants to Subscriber, and the educators, administrators, and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access Discovery Education Streaming via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use Discovery Education Streaming as set forth in the Subscription Services Terms of Use located at http://www.discoveryeducation.com/aboutus/terms_of_use.cfm, as Discovery may revise such Subscription Services Terms of Use from time to time (the Discovery Education Subscription Services "Terms of Use").
- The "Term" shall be 08/21/2016 through and including 08/20/2017.
- The pricing for this license (the "Fees") shall be as follows (select as applicable):

Discovery Education Streaming PLUS

Number of Schools	Service Description	Price per Year	Total
	Discovery Education Streaming Plus HS License	\$3,150.00	
1	Discovery Education Streaming Plus K-8 License	\$2,600.00	\$2,600.00
	Total		\$2,600.00

- The Fees are non-cancellable and are due and payable no later than 30 days of receipt of invoice.
- All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement, together with the Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements, negotiations, communications or understandings, oral or written, with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and duly signed by both parties. In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms and conditions of this Agreement or the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the applicable then-current Terms of Use, the terms of this Agreement shall control.
- While Subscriber acknowledges that no student personal information is required for the use of any of the basic Discovery Education services, in the event Subscriber or its Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information (all such data is generally limited to the following: school name, first name, last name, grade level), Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Discovery any information it provides through Discovery services in order to use such functions. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Subscriber consents to Discovery's use of such information in the course of providing the Discovery Education services. Discovery agrees to use any student personal information and data provided to it by Subscriber in compliance with (i) the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Family Educational Rights & Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and any other laws, regulations and statutes, all solely to the extent applicable, (ii) Discovery's Data Security Policy attached hereto as Exhibit B, and (iii) Exhibit C.

254



7. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.
8. Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.
9. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

CEDAR LANE ELEMENTARY SCHOOL

DISCOVERY EDUCATION, INC.

By: _____
(Signature Required)

DocuSigned by:
Joan Kelly Smith
By: _____
DISCOVERY EDUCATION

Title: Asst. Supt. of Business Services

Title: SVP - Compliance and Operations

Printed Name: Ryan Dibiulio

Printed Name: Joan Kelly Smith

Date: 7/19/16

Date: June 27, 2016

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT

Billing Entity: MJUSD

Billing Entity Address: 1919 B Street
Marysville, CA 95901

Billing Entity Phone Number: 530-749-6114

Ref. No. O6UJ9C0029EN

255

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).



256

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).



EXHIBIT B
DISCOVERY EDUCATION, INC. DATA SECURITY POLICY

This Policy describes, in general, (i) what steps Discovery Education, Inc. ("Discovery") takes to protect personally identifiable information ("PII") that is provided to Discovery; (ii) how PII may be used; (iii) with whom Discovery may share PII, and (iv) the steps Discovery takes to protect the PII.

No student PII is required for the use of any of the basic Discovery Education services, however, in the event Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information (all such data is generally limited to the following: school name, first name, last name, grade level, and Discovery generated username/password), all such PII provided to Discovery will be protected in accordance with this Policy.

No school employee PII is required for Professional Development Services other than first name and last name for the purposes of attendance logs.

I. DEFINITIONS

Capitalized terms referenced herein but not otherwise defined shall have the meanings as set forth below:

"Authorized Disclosee" means the following: (1) third parties to whom the Subscriber/Customer/Distributor has given Discovery written approval to disclose PII; (2) third parties to whom disclosure is required by law; and (3) if applicable, third party vendors working on Discovery's behalf or performing duties in connection with Discovery's services (e.g. hosting companies) and who are required to implement administrative, physical, and technical infrastructure and procedural safeguards in accordance with accepted industry standards.

"Authorized Use" means a Discovery employee authorized by the Subscriber/Customer/Distributor to access PII in order to perform services under an Agreement.

"Destroy" or "Destruction" means the act of ensuring the PII cannot be reused or reconstituted in a format which could be used as originally intended and that the PII is virtually impossible to recover or is prohibitively expensive to reconstitute in its original format.

"FERPA" means the Family Educational Rights and Privacy Act of 1974 (codified at 20 U.S.C. § 1232g) and its implementing regulations, as they may be amended from time to time. The regulations are issued by the U.S Department of Education, and are available at <http://www2.ed.gov/policy/gen/reg/ferpa/index.html>.

"Personally Identifiable Information" (or "PII") means any information defined as personally identifiable information under FERPA.

II. PRIVACY OF PERSONALLY IDENTIFIABLE INFORMATION

Basic Privacy Protections

1. **Compliance with Law and Policy.** All PII provided to Discovery is handled, processed, stored, transmitted and protected by Discovery in accordance with all applicable federal data privacy and security laws (including FERPA) and with this Policy.
2. **Training.** Employees (including temporary and contract employees) of Discovery are educated and trained on the proper uses and disclosures of PII and the importance of information privacy and security.
3. **Personnel Guidelines.** All Discovery employees are required to be aware of and work to protect the confidentiality, privacy, and security of PII. Discovery, and its respective personnel do not access PII except to comply with a legal obligation under federal or state law, regulation, subpoena, or if there is legitimate need for the information to maintain data systems or to perform required services under the Agreement with Subscriber/Customer/Distributor. The following provides a general description of the internal policies to which Discovery and its respective personnel adhere:



- a. Limit internal access to PII to Discovery personnel with proper authorization and allow use and/or disclosure internally, when necessary, solely to personnel with a legitimate need for the PII to carry out the services provided under the Agreement.
- b. Disclose PII only to Authorized Disclosees
- c. Access PII only by Authorized Users.
- d. When PII is no longer needed, delete access to PII.
- e. Permit employees to store or download information onto a local or encrypted portable devices or storage only when necessary, and to create a written record for retention verifying that the information is encrypted and stored in password-protected files, and that devices containing the information have appropriate security settings in place (such as encryption, firewall protection, anti-virus software and malware protection).
- f. Any downloaded materials consisting of PII remain in the United States.
- g. Prohibit the unencrypted transmission of information, or any other source of PII, wirelessly or across a public network to any third party.
- h. Upon expiration or termination of Agreement, Discovery shall Destroy all PII previously received from Subscriber/Customer/Distributor no later than sixty (60) days following such termination, unless a reasonable written request is submitted by Subscriber/Customer/Distributor to Discovery to hold such PII. Each electronic file containing PII provided by Subscriber/Customer/Distributor to Discovery will be securely destroyed. This provision shall apply to PII that is in the possession of Discovery, Discovery employees/personnel and/or Authorized Disclosees.

Information Security Risk Assessment

Discovery periodically conducts an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic, paper, or other records containing PII maintained by Discovery; Discovery reports such risks as promptly as possible to Subscribers/Customers/Distributors; and Discovery implements security measures sufficient to reduce identified risks and vulnerabilities. Such measures are implemented by Discovery based on the level of risks, capabilities, and operating requirements. These measures include, as appropriate and reasonable, the following safeguards:

1. Administrative Safeguards

- a. Sanctions: Appropriate sanctions against Contractor personnel who fail to comply with Discovery's security policies and procedures.
- b. System Monitoring: Procedures to regularly review records of information systems activity, including maintaining access logs, access reports, security incident tracking reports, and periodic access audits.
- c. Security Oversight: Assignment of one or more appropriate management level employees of Discovery to be responsible for developing, implementing, and monitoring of safeguards and security issues.
- d. Appropriate Access: Procedures to determine that the access of Discovery personnel to PII is appropriate and meets a legitimate need to support their roles in business or educational operations. Procedures for establishing appropriate authorization and authentication mechanisms for Discovery personnel who have access to PII.
- e. Employee Supervision: Procedures for regularly monitoring and supervising Discovery personnel who have access to PII.
- f. Access Termination: Procedures for terminating access to PII when employment ends, or when an individual no longer has a legitimate need for access.

2. Physical Safeguards

- a. Access to PII: Procedures that grant access to PII by establishing, documenting, reviewing, and modifying a user's right of access to a workstation, software application/transaction, or process.
- b. Awareness Training: On-going security awareness through training or other means that provide Discovery personnel (including management) with updates to security procedures and policies (including guarding against, detecting, and reporting malicious software). Awareness training also addresses procedures for monitoring log-in attempts and reporting discrepancies, as well as procedures for safeguarding passwords.
- c. Incident Response Plan: Procedures for responding to, documenting, and mitigating where practicable suspected or known incidents involving a possible breach of security and their outcomes.



- d. **Physical Access:** Procedures to limit physical access to PII and the facility or facilities in which they are housed while ensuring that properly authorized access is allowed, including physical barriers that require electronic control validation (e.g., card access systems) or validation by human security personnel.
 - e. **Physical Identification Validation:** Access is physically safeguarded to prevent tampering and theft, including procedures to address control and validation of a person's access to facilities based on his or her need for access to the PII.
 - f. **Operational Environment:** Procedures that specify the proper functions to be performed, the manner in which they are to be performed, and the physical attributes of the surroundings of facilities where PII is stored.
 - g. **Media Movement:** Procedures that govern the receipt and removal of hardware and electronic media that contain PII into and out of a facility.
3. **Technical Safeguards**
- a. **Data Transmissions:** Technical safeguards, including encryption, to ensure PII transmitted over an electronic communications network is not accessed by unauthorized persons or groups.
 - b. **Data Integrity:** Procedures that protect PII maintained by Discovery from improper alteration or destruction. These procedures include mechanisms to authenticate records and corroborate that they have not been altered or destroyed in an unauthorized manner.
 - c. **Logging off Inactive Users:** Inactive electronic sessions are designed to terminate automatically after a specified period of time.

Security Controls Implementation

Discovery has procedures addressing the acquisition and operation of technology, the specific assignment of duties and responsibilities to managers and staff, the deployment of risk-appropriate controls, and the need for management and staff to understand their responsibilities and have the knowledge, skills and motivation necessary to fulfill their duties.

Security Monitoring

In combination with periodic security risk assessments, Discovery uses a variety of approaches and technologies to make sure that risks and incidents are appropriately detected, assessed and mitigated on an ongoing basis. Discovery also assesses on an ongoing basis whether controls are effective and perform as intended, including intrusion monitoring and data loss prevention.

Security Process Improvement

Based on Discovery's security risk assessments and ongoing security monitoring, Discovery gathers and analyzes information regarding new threats and vulnerabilities, actual data attacks, and new opportunities for managing security risks and incidents. Discovery uses this information to update and improve its risk assessment strategy and control processes.

Audit

Discovery acknowledges Subscriber's/Customer's/Distributor's right to audit any PII collected by Discovery and/or the security processes listed herein upon reasonable prior written notice to Discovery's principal place of business, during normal business hours, and no more than once per year. Discovery shall maintain records and documentation directly and specifically related to the services performed under the Agreement for a period of three (3) years, unless otherwise stated in Section II(3)(h) of this Policy.

Breach Remediation

Discovery keeps PII provided to Discovery secure and uses reasonable administrative, technical, and physical safeguards to do so. Discovery maintains and updates incident response plans that establish procedures in the event a breach occurs. Discovery also identifies individuals responsible for implementing incident response plans should a breach should occur.



If a Subscriber/Customer/Distributor or Discovery determines that a breach has occurred, when there is a reasonable risk of identity theft or other harm, or where otherwise required by law, Discovery provides any legally required notification to affected parties as promptly as possible, and fully cooperates as needed to ensure compliance with all breach of confidentiality laws.

Discovery reports as promptly as possible to Subscribers/Customers/Distributors (or their designees) and persons responsible for managing their respective organization's incident response plan any incident or threatened incident involving unauthorized access to or acquisition of PII of which they become aware. Such incidents include any breach or hacking of Discovery's Electronic Data System or any loss or theft of data, other electronic storage, or paper. As used herein, "Electronic Data System" means all information processing and communications hardware and software employed in Discovery's business, whether or not owned by Discovery or operated by its employees or agents in performing work for Discovery.

Personnel Security Policy Overview

Discovery mitigates risks by:

1. Performing appropriate background checks and screening of new personnel, in particular those who have access to PII.
2. Obtaining agreements from internal users covering confidentiality, nondisclosure and authorized use of PII.
3. Providing training to support awareness and policy compliance for new hires and annually for personnel.



**EXHIBIT C
CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE**

WHEREAS, Subscriber and Discovery entered into an Agreement dated 05/25/2016 for the digital curriculum service known as Discovery Education Streaming Plus("Agreement");

WHEREAS, the Subscriber is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

NOW, THEREFORE, the Parties agree as follows:

1. Any Pupil Records ¹ that may be provided to Discovery by Subscriber or its Users shall continue to be the property of and under the control of the Subscriber subject to Discovery's right to use such Pupil Records to provide its services to pupil.
2. The procedures by which pupils may retain possession and control of their own pupil generated content are outlined as follows: A pupil may access and then download its own generated content. It may also delete the content from the Discovery Education Streaming Plus service.
3. The options by which a pupil may transfer pupil-generated content to a personal account are outlined as follows: There are no "personal" user accounts within the Discovery Education Streaming Plus service; however, a pupil may download any pupil-generated content previously uploaded within Discovery Education Streaming Plus and save in the pupil's personal accounts outside of the Discovery Education Streaming Plus service. Please note however that any pupil-generated content that contains any assets from the Discovery Education Streaming Plus service may only be used in connection with the pupil's right to use Discovery Education Streaming Plus.
4. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by providing written notice to Discovery Education, Inc. at One Discovery Place, Silver Spring, MD 20910.
5. Discovery shall take actions to ensure the security and confidentiality of Pupil Records pursuant to Discovery's Data Security Policy.
6. In the event of an unauthorized disclosure of a Pupil's Records, Discovery shall report to an affected parent, legal guardian, or eligible pupil pursuant to Discovery's Data Security Policy.
7. Discovery shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Agreement, this Exhibit C or Discovery's Data Security Policy.
8. Discovery certifies that a Pupil's Records shall not be retained or available upon expiration of the Agreement pursuant to Discovery Education's Data Security Policy.

¹ Pupil Records as defined by AB 1584 include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.



P.O. Box 42288
Portland, OR 97242
1-800-936-4723
FAX 1-971-254-9174

www.travelinglantern.com
kb@travelinglantern.com

CONTRACT and INVOICE

Tour 2 / CA N17

Ref# 7102-20086

School/Organization: Cedar Lane Elementary School
Address: 841 Cedar Lane Avenue
Marysville, CA 95901

Contact: Monica Reyna
Phone: (530) 741-6112
Amount Due: \$495.00

Thank you for ordering a Traveling Lantern performance!

Please carefully check all the contact and booking information on this contract. If you see any problems, please call us so we can correct it right away. If you require a signed PO, or have any other forms that you need us to complete for your records, please send them with this signed contract.

THE ADDRESS LISTED ABOVE IS WHERE THE ACTORS WILL ARRIVE TO PERFORM UNLESS YOU HAVE GIVEN US ANOTHER VENUE ADDRESS. PLEASE BE SURE WE HAVE THE CORRECT VENUE INFORMATION WHEN YOU SEND THIS CONTRACT BACK TO US. WE NEED THE CORRECT VENUE ADDRESS, AND A PHONE NUMBER AT THE VENUE, AT LEAST 30 DAYS IN ADVANCE OF THE SCHEDULED PERFORMANCE OR WE CANNOT GUARANTEE THAT THE ACTORS WILL ARRIVE ON TIME.

Unless your venue is easy to find by Internet map programs, please send an accurate map of your area with an "X marks the spot" of your venue location. We ask for this type of map because where we are coming from and going to before and after your show may change.

The time(s) listed below are performance times, and not arrival times at your school. The actors will be there at least 30 minutes before the first performance to set up. We request that, if possible, you save a parking space close to the performance area for them to use. Please mail your check, made out to "Traveling Lantern", to the PO Box above. The actors no longer pick up checks. Unless you have spoken to us and made special arrangements in advance, we will expect the check within 14 days after your performance(s). Please note that checks that arrive late without a prior arrangement will incur a \$25.00 late fee.

The actors will bring everything they need and require no special set up or microphones. Depending on the show, they may ask if they can use a chair, table or access to an electrical outlet. Please be sure the area the actors will be setting up in is cleared at least 45 minutes before show time. Thank you!

If you have to reschedule, we will make every effort to accommodate you. We ask that you extend the same courtesy to us, if rescheduling becomes necessary.

If you have to cancel, we **must** have at least two weeks notice, and we must receive this notice in writing (email is fine). Unless there is a weather problem, or an emergency, we will have to charge full price for any school that cancels without two-weeks advance notice in writing.

On our web site: www.travelinglantern.com, at the bottom of the Media page in the Press Kits: you will find high quality photos that you can download in .jpeg or .pdf formats. On the Educators page: you will find pre-designed printable 8.5 x 11 posters with room so you can simply write in specific information about your show(s). Also found on the Educators page: Links to informational and fun web sites related to your performance, and a Common Core lesson plan. Please contact us if we can provide anything else for you. (While you are at our web site please join our mailing list by following the link at the bottom of the page!)

Your signature below shows your understanding of and agreement to this contract.

Thank you for choosing Traveling Lantern!

Date: 11/09/2016

Show(s): Lewis and Clark

Time(s): 9:00 AM

For Traveling Lantern

KB Mercer & Doren Elias

For Cedar Lane Elementary School

Print Name: Ryan Digiulio

Signature: _____

Date: July 19, 2016

Email: rdigiulio@mrsd.com

Fax #: 530-742-0573

Business Services Department

Approval: [Signature]

Date: 6/27/16

262

MASTER MIX

LIGHT & SOUND PRODUCTIONS

264 Sycamore Drive, Chico, CA 95973 • www.MasterMixProductions.com
Phone: 530.893.2625 • Scott@MasterMixProductions.com

CONTRACT DATE: June 17, 2016 INVOICE: 060917

MOBILE DISC JOCKEY SERVICE CONTRACT

This contract is made between Master Mix Light & Sound Productions (Hereafter referred to as "Master Mix") and:

NAME: Gary Cena
ADDRESS: 12 E. 18th Street
CITY / STATE / ZIP: Marysville, CA 95901
PHONE (Day / Evening / Fax): 530-741-6180 x 3102 V 530-301-2616 C 530-741-7828 F
EMAIL: gcena@mjud.k12.ca.us
AUTHORIZED REPRESENTATIVE FOR: Marysville High School
ON LOCATION CONTACT: Gary Cena
(Hereafter the above named will be referred to as "Client")

Client hereby employs Master Mix to provide mobile disc jockey services and equipment as follows:

DATE: June 09, 2017 START TIME: 6:00 p.m. END TIME: 9:15 p.m.
EVENT: Marysville High School Graduation
LOCATION: Marysville High Football Field (weather permitting), 12 E. 18th Street

PERFORMANCE CHARGE:	\$	<u>1,325.00</u>
MILEAGE:	\$	<u>0.00</u>
TOTAL FEE:	\$	<u>1,325.00</u>
DEPOSIT:	\$	
BALANCE:	\$	<u>1,325.00</u>

Each additional hour of service will be provided at: \$ 150.00

Additional Terms: Includes one P.A. system with five speakers, two mics (one at podium, one for choir), one D.I. and one MQ power generator. Background music is to be played from 6 to 7:30 p.m. If this contract is canceled for any reason 100% of the total fee will be charged as a cancellation fee.

- The nonrefundable deposit shall be paid on execution of this contract by Client. The balance of the total fee shall be paid no later than one hour before the starting time on the date of the event. Client's failure to pay the total fee as set forth above shall release Master Mix from its obligation to provide services under this contract. If Client cancels 14 days or less before the date of the event, the total fee will be due and payable even though services will not be rendered.
- Client is responsible to provide reasonable and adequate facilities to perform duties. Client agrees to make available the site of performance at least one and a half (1 ½) hours before the performance is to begin. In the event that the electrical power supply is inadequate, Master Mix shall be relieved of all obligations to perform hereunder.
- Client is responsible for any permits or licenses associated with the services to be provided by Master Mix.
- In the event that Master Mix is unable to perform the entire agreed upon time period, either due to travel, equipment, or other unforeseen difficulty, liability is limited to, at the option of Master Mix: compensation service time equal to the time lacking or a refund of the monies paid corresponding to the percentage of time that Master Mix did not provide services.
- Client agrees to indemnify and hold Master Mix harmless of and from any and all losses, expenses, injuries or damages of every kind and nature whatsoever arising out of or in any manner connected with the services to be performed by Master Mix hereunder, except those arising from the sole negligence or willful misconduct of Master Mix. The Client shall be responsible for damages to equipment owned or leased by Master Mix caused by persons attending the event.
- Master Mix shall reserve the date of your event for fourteen days following the date of this contract. If Master Mix has not received a signed copy of the contract and above stated deposit within said time period, this contract shall not be binding on Master Mix.

Both parties agree to the above requirements and fees as stated.

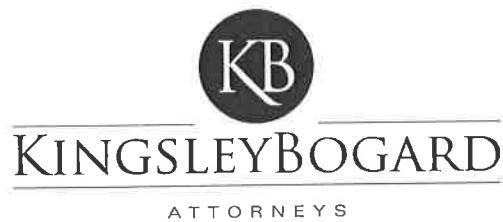
(Client)

Date: _____

(Representative for Master Mix)

Date: 6.17.16

Thank you for choosing Master Mix Light & Sound Productions!



ryan
MJUSD Supt Office
JUL 06 2016
RECEIVED/mm

Email: pgant@kblegal.us

June 30, 2016

VIA ELECTRONIC MAIL

Marysville Joint Unified School District
Attention: Dr. Gay Todd, Superintendent
1919 B Street
Marysville, CA 95901

Re: Kingsley Bogard LLP
Billing Rates for Fiscal Year 2016/2017

Dear Dr. Todd:

Set forth below are Kingsley Bogard's hourly billing rates that will be effective July 1, 2016 for the fiscal year 2016/2017.

Partner	\$260-\$280
Senior Associate	\$250
Associate	\$190-\$230
Paralegal	\$140
Of Counsel	\$260

The Marysville Joint Unified School District has been a long-time and valued client of the Firm. As such, the Firm will offer two forms of discounts to the District. One is based on Breadth of Business, and the other is based on Volume of Work. Each is described below:

1. **Discounts**

a. **Breadth of Business Discount**

The District's practice areas can generally be broken down into five categories.

- Human Resources
- Student Services
- General Governance / Board
- Special Education
- Business

Business Services Department
Approval: mm
Date: 7/6/16

00049424.1

264



KINGSLEY BOGARD LLP

Dr. Gay Todd, Superintendent
June 30, 2016
Page 2

If the Firm is retained to *exclusively* represent the District in at least three (3) of the areas of practice identified above, the Firm's monthly bills for all work performed will be discounted by two percent (2%).

b. **Volume of Work Discount**

The Firm recognizes that a client's legal services (costs) are typically consistent and reasonably predictable over time. The normal variables are the number of students and the number of staff. All clients, however, can experience a "spike" in fees due to an unforeseen event or case. The Firm wishes to acknowledge volume of work and help the client mitigate the impact when a "spike" occurs.

For these reasons, in addition to the Breadth of Business Discount described above, the Firm also offers Marysville Joint Unified School District a Volume of Work Discount.

c. **Discount Chart**

If the District also chooses the Breadth of Business Discount, the combined Breadth and Volume Discounts are set forth in the chart below.

Monthly Dollar Amount Range	Volume of Work Discount	Breadth of Business Discount	Total Possible Combined Discount
\$15,000 to \$25,000	0%	2%	2%
\$25,001 to \$50,000	2%	4%	6%
\$50,001 to \$100,000	4%	6%	10%
\$100,001 to \$150,000	6%	8%	14%
\$150,001 and above	8%	10%	18%



KINGSLEY BOGARD LLP

Dr. Gay Todd, Superintendent
June 30, 2016
Page 3

2. **On-Site General Counsel Hours**

Some clients have an interest in pre-scheduled on-site General Counsel hours. If desired by the District, the Firm can provide this service.

Please contact me if the District is interested in discussing this option. Typically, this option is based on:

- A pre-determined day or number of days each month.
- Counsel is present on-site from 9:00 a.m. to 5:00 p.m.
- A reduced flat fee will be charged.
- Additional hours worked on the day are billed at the regular hourly rate.

We value Marysville Joint Unified School District's business. If you require further information, please contact me.

Very truly yours,

KINGSLEY BOGARD LLP

PAUL R. GANT

PRG:lw

Enclosure



KINGSLEY BOGARD LLP

**ACKNOWLEDGMENT OF
2016/2017 FISCAL YEAR
LEGAL SERVICES BILLING RATES**

Partner	\$260-\$280
Senior Associate	\$250
Associate	\$190-\$230
Paralegal	\$140
Of Counsel	\$260

Please acknowledge receipt of Kingsley Bogard's 2016/2017 fiscal year billing rates for legal services by signing and returning this form to:

Paul R. Gant
Kingsley Bogard LLP
50 Iron Point Circle, Suite 110
Folsom, CA 95630
pgant@kblegal.us.us

1. The **Volume of Work Discount** will automatically be applied to your monthly invoice. No further action is necessary.
2. If you would like to participate in **Breadth of Business Discount**, please check at least three areas in which the Firm is retained to exclusively represent the District.
 - ☐ Human Resources
 - ☐ Special Education
 - ☐ Student Services
 - ☐ Business
 - ☐ General Governance / Board

FOR: Marysville Joint Unified School District

Date: _____, 2016

Signature: _____

Name: Ryan DiGiulio

Title: Assistant Superintendent of Business Services

Marysville Joint Unified School District

Resolution 2016-17/01

PROCUREMENT THROUGH USE OF VARIOUS STATE CONTRACTS

WHEREAS, the Governing Board has the authority to purchase through another public agency if it is in the best interest of the district; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Marysville Joint Unified School District does declare it to be in the best interest of the district to acquire materials, equipment, supplies, services, and vehicles through use of various State of California Department of General Services and Department of Technology contracts, as the district deems necessary. These state contracts may be used through the term of the contract including extensions if the district so chooses; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Governing Board authorizes the district to accept and award purchase orders as needed for the procurement of materials, equipment, supplies, services, and vehicles through use of various State of California Department of General Services and Department of Technology contracts.

PASSED AND ADOPTED THIS 19th DAY OF JULY 2016.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Todd
Superintendent of Schools

Bernard P. Rechts
President to Board of Trustees

Marysville Joint Unified School District

Resolution 2016-17/02

DISPOSAL OF OBSOLETE TEXTBOOKS/INSTRUCTIONAL MATERIALS

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

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

NOW, THEREFORE, BE IT RESOLVED that in accordance with provisions of the Education Code and district policy, the Superintendent, or designee, is hereby authorized to sell, donate, recycle, or dispose of obsolete textbooks and instructional materials for the 2016-17 school year.

PASSED AND ADOPTED THIS 19th DAY OF JULY 2016.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Todd
Superintendent of Schools

Bernard P. Rechs
President to Board of Trustees

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2016-17/03

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

WHEREAS, the California Commission on Teacher Credentialing requires that this ***Declaration of Need for Fully Qualified Educators*** be submitted to them each year before July 1;

WHEREAS, the Marysville Joint Unified School District must assure the Commission through a resolution that it has made reasonable efforts to recruit fully prepared teachers for all assignments;

WHEREAS, this assures the Commission that if a fully prepared teacher is not available, the district has made reasonable efforts to recruit for an individual in the following order:

- A candidate who is scheduled to complete initial preparation requirements with six months.
- A candidate who is qualified to participate in an approved internship program in the region of the school district.

NOW, THEREFORE, BE IT RESOLVED, that if a suitable individual who meets the priorities is not found, then the district may request approval for placement of an individual on an emergency permit. Failing to find an individual who qualifies for an emergency permit, the district may then request a credential waiver.

PASSED AND ADOPTED THIS 19TH DAY OF JULY 2016.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Todd
Superintendent of Schools

Bernard Rechs
President to Board of Trustees



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- ☒ Original Declaration of Need for year: 2016-2017
☐ Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Marysville Joint Unified School District District CDS Code: 58-72736

Name of County: Yuba County CDS Code: _____

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 7 / 19 / 16 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2017.

Submitted by (Superintendent, Board Secretary, or Designee):

Ramiro G. Carreon

Name

[Signature]
Signature

Asst. Superintendent Personnel

Title

530-741-7899

Fax Number

530-749-6145

Telephone Number

7/5/16

Date

1919 B Street, Marysville, CA 95901

Mailing Address

ysanchez@mjusd.com

Email Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

271

Submitted by Superintendent, Director, or Designee:

Ramiro G. Carreon

Name

530-741-7899

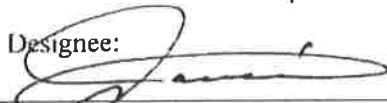
Fax Number

1919 B Street, Marysville, CA 95901

Mailing Address

ysanchez@mjUSD.com

Email Address



Signature

530-749-6145

Telephone Number

Asst. Superintendent Personnel

Title

7/5/16

Date

- This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit

Estimated Number Needed

- ☒ CLAD/English Learner Authorization (applicant already holds teaching credential)

10

- ☒ Bilingual Authorization (applicant already holds teaching credential)

2

List target language(s) for bilingual authorization:

- ☐ Resource Specialist

- ☐ Teacher Librarian Services

- ☐ Visiting Faculty Permit

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	10
Single Subject	10
Special Education	10
TOTAL	30

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

☐

Yes

☒

No

If no, explain. _____

Does your agency participate in a Commission-approved college or university intern program?

☒

Yes

☐

No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an intern program.

If no, explain why you do not participate in an intern program.

273

Russell Sigler, Inc.

8151

No. 1112826

9702 W Tonto St.
Tolleson AZ, 85353

DATE: 6/9/2016

VENDOR NO. VC3597

OUR REF. NO.	YOUR INV. NO.	INVOICE DATE	REFERENCE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
062733	CMCNC1600	07-Jun-2016	CMCNC16000993	\$21,593.50	\$0.00	\$21,593.50

TOTALS: \$21,593.50 \$0.00 \$21,593.50

WARNING: THIS DOCUMENT CONTAINS SEVERAL DOCUMENT SECURITY FEATURES - DO NOT CASH IF THE WORD VOID IS VISIBLE - SEE REVERSE SIDE FOR LIST OF SECURITY FEATURES

Russell Sigler, Inc.9702 W Tonto St.
Tolleson AZ, 85353

No. 1112826

Bank of America

70-2328 / 719 IL

DATE
6/9/2016AMOUNT
***\$21,593.50

Twenty One Thousand Five Hundred Ninety Three And 50/100 Dollars

PAY
TO
THE
ORDER
OFMARYSVILLE JOINT USD
ATTN: FACILITIES
1919 B ST RM 214
MARYSVILLE, CA 95901-3731

108

274

VOID IF NOT USED IN 180 DAYS

AUTHORIZED SIGNATURE
AUTHORIZED SIGNATURE

SIGNATURE HAS A BLUE-GREEN BACKGROUND - BORDER CONTAINS MICROPRINTING MP

1112826 071923284 5590104781



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NV License No. 0042319

P.O. Box 1007 · Woodbridge, CA 95258



Lodi (209) 369-8255 · Stockton (209) 464-3352 · Fax (209) 368-0600

Proposal Submitted To: Marysville Joint Unified School District	Email: ciensen@mjUSD.com	Date: 04/04/16	
Street: 1919 B Street	Job Name: MJUSD Lindhurst High School - HVAC Replacement		
City, State, Zip: Marysville, CA 95901	Job Location: 4446 Olive Avenue, Olivehurst, CA 95961		
Attention: Cynthia Jensen	Job #: 15049	DSA App. # 02-114567	PC#: 35

We hereby submit specifications and estimates for:

RFI #34 - Weather proof enclosures are required where any weather elements can harm the equipment based on manufacturer guidelines.

ADD - Ostendorf Electric (SimplexGrinnell) shall provide revised shop drawings, programming, testing, commissioning, project management, reprographics and equipment for the addition of 2 Duct Smoke Detectors.

ADD - Ostendorf Electric (SimplexGrinnell) shall provide material only for 7 weather proof duct detector enclosures.

Subtotal	\$	8,719.00
Bonds & Insurance	2% \$	174.38
Total:	\$	8,893.38

Exclusions:

Eight Thousand Eight Hundred Ninety Three Dollars and No Cents dollars \$ **8,893.00**

NOTICE: "Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 et seq.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid."

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized
Signature

Cody Diede, Project Manager

NOTE:

This proposal may be withdrawn if not accepted within 5 days.

Acceptance of Proposal --

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made according to contract terms or as noted above.

Date of Acceptance: _____

Signature _____

Signature _____

275



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P.O. Box 1007 · Woodbridge, CA 95258



Lodi (209) 369-8255 · Stockton (209) 464-3352 · Fax (209) 368-0600

Proposal Submitted To: Marysville Joint Unified School District	Email: cjensen@mjuds.com	Date: 03/18/16	
Street: 1919 B Street	Job Name: MJUSD Lindhurst High School - HVAC Replacement		
City, State, Zip: Marysville, CA 95901	Job Location: 4446 Olive Avenue, Olivehurst, CA 95961		
Attention: Cynthia Jensen	Job #: 15049	DSA App. # 02-114567	PC#: 22

We hereby submit specifications and estimates for:

Authorization to proceed with T & M received from Cynthia Jensen on 2-9-2016:

- * CCD #05 - Building F Transformer Relocation
- * CCD #06 - Building F Framing (Existing condition doesn't match drawings.)

Subtotal	\$	3,558.19
Bonds & Insurance 2%	\$	71.16
Total:	\$	3,629.35

Exclusions:

Three Thousand Six Hundred Twenty Nine Dollars and No Cents _____ dollars \$ **3,629.00**

NOTICE: "Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 et seq.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid."

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized
Signature


Cody Biede, Project Manager

NOTE:

This proposal may be withdrawn if not accepted within 5 days.

Acceptance of Proposal --

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made according to contract terms or as noted above.

Signature _____

Date of Acceptance: _____

Signature _____

276



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P.O. Box 1007 · Woodbridge, CA 95258



Lodi (209) 369-8255 · Stockton (209) 464-3352 · Fax (209) 368-0600

Proposal Submitted To: Marysville Joint Unified School District	Email: cjensen@mjUSD.com	Date: 03/08/16	
Street: 1919 B Street	Job Name: MJUSD Lindhurst High School - HVAC Replacement		
City, State, Zip: Marysville, CA 95901	Job Location: 4446 Olive Avenue, Olivehurst, CA 95961		
Attention: Cynthia Jensen	Job #: 15049	DSA App. # 02-114567	PC#: 31

We hereby submit specifications and estimates for:

Change in Scope. Remove duct work in 3 C rooms only as needed to install new vav's and get system running properly. Change from ceiling mounted duct supports to ground mounted unistrut supports. Re-use existing in line fans as new duct work. Credit install of ceiling joist as called out in addendum #1 in the 3 C units.

OK'd by RGA

Subtotal	\$	-
Bonds & Insurance	2% \$	-
Total:	\$	-

Exclusions:

Four Thousand Six Hundred Sixty Four Dollars and No Cents dollars \$ (4,664.00)

NOTICE: "Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 et seq.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid."

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

**Authorized
Signature**


Cody Biede, Project Manager

NOTE:

This proposal may be withdrawn if not accepted within 5 days.

Acceptance of Proposal --

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made according to contract terms or as noted above.

Signature _____

278

Date of Acceptance: _____

Signature _____



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CA License No. 632667
NV License No. 0042319
ABC
Associated Builders and Contractors, Inc.
Accredited Quality Contractor

Proposal Submitted To: Marysville Joint Unified School District	Email: cjensen@mjuds.com	Date: 03/14/16	
Street: 1919 B Street	Job Name: MJUSD Lindhurst High School - HVAC Replacement		
City, State, Zip: Marysville, CA 95901	Job Location: 4446 Olive Avenue, Olivehurst, CA 95961		
Attention: Cynthia Jensen	Job #: 15049	DSA App. # 02-114567	PC#: 32


We hereby submit specifications and estimates for:

Remove & Re-install 4 new ceiling access hatches in the F building class rooms. The old ones are not locking properly and are very old and beat up.

Subtotal \$		4,932.81
Bonds & Insurance	2% \$	98.66
Total: \$		5,031.47

Exclusions:

Five Thousand Thirty One Dollars and No Cents dollars \$ **5,031.00**

<p>NOTICE: "Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 et seq.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid."</p> <p>All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.</p>	<p>Authorized Signature</p> <p> Cody Diede, Project Manager</p> <p>NOTE: This proposal may be withdrawn if not accepted within <u>5</u> days.</p>
---	--

Acceptance of Proposal --

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made according to contract terms or as noted above.

Date of Acceptance: _____

Signature _____

Signature _____

279



C103
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NV License No. 0042319



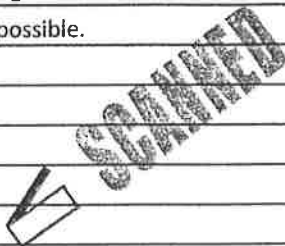
P.O. Box 1007 · Woodbridge, CA 95258

Lodi (209) 369-8255 · Stockton (209) 464-3352 · Fax (209) 368-0600

Proposal Submitted To: Marysville Joint Unified School District	Email: cjensen@mjUSD.com	Date: 03/14/16	
Street: 1919 B Street	Job Name: MJUSD Lindhurst High School - HVAC Replacement		
City, State, Zip: Marysville, CA 95901	Job Location: 4446 Olive Avenue, Olivehurst, CA 95961		
Attention: Cynthia Jensen	Job #: 15049	DSA App. # 02-114567	PC#: 33

We hereby submit specifications and estimates for:

Install Irrigation Sleeve @ C1. This would have not been needed if not for the enlarged units or the over X. DDC did not install sleeve in this area due to owners wanting to do this work themselves. DDC would have included this in PC#8 or PC#20. As requested by owners DDC kept cost as low as possible.



Subtotal	\$	1,223.92
Bonds & Insurance	2% \$	24.48
Total:	\$	1,248.40

Exclusions:

One Thousand Two Hundred Forty Eight Dollars and No Cents dollars \$ **1,248.00**

NOTICE: "Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 et seq.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid."

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

**Authorized
Signature**

Cody Diede, Project Manager

NOTE:

This proposal may be withdrawn if not accepted within 5 days.

Acceptance of Proposal --

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made according to contract terms or as noted above.

Signature

Date of Acceptance: _____

Signature

280



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P.O. Box 1007 · Woodbridge, CA 95258

Lodi (209) 369-8255 · Stockton (209) 464-3352 · Fax (209) 368-0600



Proposal Submitted To: Marysville Joint Unified School District		Email: cjensen@mjusd.com		Date: 04/04/16	
Street: 1919 B Street		Job Name: MJUSD Lindhurst High School - HVAC Replacement			
City, State, Zip: Marysville, CA 95961		Job Location: 4446 Olive Avenue, Olivehurst, CA 95961			
Attention: Cynthia Jensen		Job #: 15049		DSA App. # 02-114567	
				PC#: 36	

We hereby submit specifications and estimates for:

RFI #35 - Pullboxes #7 & #10 may be deleted as long as the number of 1/4 bends and conduit run does not exceed requirements in specifications. Provide appropriate credit for pullboxes.

CREDIT - Concrete pull boxes including material, labor and OH.

2

OK by RSA

Subtotal \$ (761.94)

Total: \$ (761.94)

Exclusions:

Seven Hundred Sixty Two Dollars and No Cents

dollars \$ (762.00)

NOTICE: "Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 et seq.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid."

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

**Authorized
Signature**
Cody Diede, Project Manager**NOTE:**This proposal may be withdrawn if not
accepted within 5 days.**Acceptance of Proposal --**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made according to contract terms or as noted above.

Signature _____

Date of Acceptance: _____

Signature _____

281



COMMERCIAL · INDUSTRIAL · DESIGN · BUILD

P.O. Box 1007 · Woodbridge, CA 95258

Lodi (209) 369-8255 · Stockton (209) 464-3352 · Fax (209) 368-0600

CA License No. 632667
NV License No. 0042319



Proposal Submitted To: Marysville Joint Unified School District		Email: cjensen@mjUSD.com		Date: 04/04/16	
Street: 1919 B Street		Job Name: MJUSD Lindhurst High School - HVAC Replacement			
City, State, Zip: Marysville, CA 95901		Job Location: 4446 Olive Avenue, Olivehurst, CA 95961			
Attention: Cynthia Jensen		Job #: 15049		DSA App. # 02-114567	
				PC#: 37	

We hereby submit specifications and estimates for:

RFI #36 - Disconnects may be eliminated. Provide appropriate credit for fused disconnects.

CREDIT - Disconnects including material, labor and OH.

Subtotal \$ (1,271.66)

Total: \$ (1,271.66)

Exclusions:

One Thousand Two Hundred Seventy Two Dollars and No Cents dollars \$ (1,272.00)

NOTICE: "Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 et seq.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid."

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized
Signature

Cody Biede, Project Manager

NOTE:

This proposal may be withdrawn if not accepted within 5 days.

Acceptance of Proposal --

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made according to contract terms or as noted above.

Signature

282

Date of Acceptance:

Signature



Capitol | PFG

Crafting Optimal Financial Solutions

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement"), dated July 19, 2016, is hereby made between the Marysville Joint Unified School District ("CLIENT") and Capitol Public Finance Group, LLC ("CAPITOL PFG"). CAPITOL PFG agrees to provide the "Services," as more fully defined below, to CLIENT and CLIENT agrees to pay to CAPITOL PFG based on the terms of the Consultant Services Order, as more fully defined below.

1. **Definitions.** The following definitions shall apply to this Agreement.
 - a. The "Commencement Date" shall be July 20, 2016.
 - b. The "Termination Date" shall be June 30, 2017 or upon receipt of a Termination Notice.
 - c. The "Agreement Term" shall begin with the Commencement Date and shall end with the Termination Date.
 - d. The "Consulting Services Order" shall include the Services and the Consultant Services Fee.
2. **SERVICES.** The duties and tasks to be performed by CAPITOL PFG (the "Services") shall be outlined in the attached Consulting Services Order(s) – SEE EXHIBIT A. During the performance of such Services by CAPITOL PFG, the CLIENT will retain and exercise decision-making authority over the Services performed by CAPITOL PFG. The Services may include a development schedule and milestones. Under the terms of this Agreement, Capitol PFG and CLIENT may add additional Services as agreed upon. These additional Services shall be put in writing in a Consulting Services Order (Exhibits) and attached to this Agreement.
3. **PAYMENT.** CLIENT shall pay CAPITOL PFG based on the terms of the attached Consulting Services Order(s). The attached Consulting Services Order(s) includes a "Payment Schedule" that shall include invoicing terms of the Consulting Services.
4. **TERMINATION.** Either party may without cause terminate this Agreement by delivering to the other party written notice via U.S. Mail, facsimile, or personal delivery (but not by electronic mail transmission) expressing a desire to terminate this Agreement (a "Termination Notice"). Termination shall be effective thirty (30) days after receipt of a Termination Notice.
5. **ASSIGNMENT.** CAPITOL PFG shall not assign its rights and obligations under this Agreement.
6. **INDEMNITY.** The Parties agree that CLIENT and CLIENT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CLIENT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement.

283

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

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

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

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

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

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

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

7. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CAPITOL PFG and all persons retained or employed by CAPITOL PFG are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CLIENT. CAPITOL PFG shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CAPITOL PFG and all persons retained or employed by CAPITOL PFG shall have no authority, express or implied, to bind CLIENT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CLIENT, whether by contract or otherwise, unless such authority is expressly conferred to CAPITOL PFG under this Agreement or is otherwise expressly conferred by CLIENT in writing.
8. GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
9. ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CLIENT and CAPITOL PFG prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
10. DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CLIENT without restriction or limitation upon their use or dissemination by CLIENT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CAPITOL PFG in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CLIENT, a perpetual license for CLIENT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CAPITOL PFG shall require all subcontractors and subconsultants working on behalf of CAPITOL PFG in the performance of this Agreement to agree in writing that

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

11. CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CAPITOL PFG or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CAPITOL PFG without prior written consent by CLIENT. CLIENT shall grant such consent if disclosure is legally required. Upon request, all CLIENT data shall be returned to CLIENT upon the termination or expiration of this Agreement. CAPITOL PFG shall not use CLIENT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CLIENT.
12. SUBCONTRACTING: CAPITOL PFG shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CLIENT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
18. NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CAPITOL PFG:

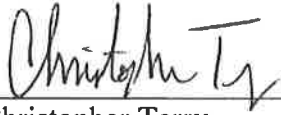
Capitol Public Finance Group, LLC
2436 Professional Drive, Suite 300
Roseville, CA 95661
Attn: Managing Partner, Operations
Phone: (916) 641-2734
Fax: (916) 921-2734

CLIENT:

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

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

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



Christopher Terry
Capitol Public Finance Group, LLC

Date: 6/3/2016

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

Date: _____

**EXHIBIT A –
CONSULTING SERVICES ORDER**

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

Facility Planning Services:

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

Development Mitigation Services

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

Consulting Service Fee:

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

Payment Schedule:

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



AGREEMENT FOR FINANCIAL ADVISORY SERVICES

July 19, 2016

This agreement ("Agreement") for financial advisory services, dated as of July 19, 2016, is by and between the Marysville Joint Unified School District (the "District") and KNN Public Finance, LLC, a California limited liability company ("KNN").

Recitals

WHEREAS, the District will require financial advisory services in connection with the District's existing General Obligation Bond authorizations and for other financing needs.

WHEREAS, the District wishes KNN to provide administrative and strategic support, quantitative analysis and other financial advisory services in regard to prospective financings including, but not limited to, general obligation bonds, refunding bonds, certificates of participation, tax and revenue anticipation notes and continuing disclosure services.

WHEREAS, the District wishes KNN to provide financial consulting services in regard to any existing, new or prospective election issuances.

WHEREAS, KNN represents that it is registered as a Municipal Advisor with the MSRB and SEC and is competent to provide financial advisory services to the District. KNN acknowledges that, under this Agreement, it has a fiduciary duty to the District and agrees to act in the District's best interest.

WHEREAS, KNN proposes to provide the following financial advisory services including bond program management and continuing disclosure services to the District on an exclusive basis for the duration of this Agreement.

Business Services Department
Approval: Pa
Date: 7/17/16

289

Agreement

KNN agrees to perform the following financial advisory services, as requested:

1. Financial Consulting

The District is retaining KNN to perform the consulting services as found in Exhibit A, and KNN agrees to perform such services pursuant to the terms and conditions of this Agreement. If there are required services outside the scope found in Exhibit A, KNN and the District will negotiate the terms for those services. KNN does not provide legal advice or interpretations and refers the District to its attorneys with respect to any legal matters or matters requiring legal interpretation.

2. District Obligations

The District agrees to cooperate with KNN, bond counsel, and other parties involved within a bond transaction and/or other financial related matters, and to furnish the necessary information for the preparation and drafting of legal documents and an official statement that may be required, and to assert its best efforts to verify the accuracy of the information contained in such documents. All information provided to KNN by the District will be accurate and complete, and KNN will not independently verify the accuracy or completeness of such information.

3. Material Development

All material, originally prepared and delivered to the District will be the property of the District. This excludes any proprietary information, ideas, or other intellectual property.

4. Term of Agreement

The term of this agreement shall be valid and binding through June 30, 2017, unless the termination section of this agreement is invoked. This agreement applies to any/all securities issued by the District through the duration of this agreement.

5. Compensation

The compensation to KNN for ongoing financial advisory services, including any pre-election planning services, will be billed hourly and paid by the District in accordance with Exhibit B. The initial not-to-exceed amount is \$18,000 per year, unless a greater sum is approved by the District Board of Trustees. This amount reflects a not-to-exceed of \$15,000 per year for financial advisory services and a not-to-exceed amount of \$3,000 per year for out of pocket expenses. Such expenses include, but are not limited to, travel and administration costs, the expense of any outside copying costs, courier or delivery charges, conference call charges, and the costs of obtaining statistical data from outside sources.

Compensation for continuing disclosure services are not included within the not-to-exceed amount(s) listed above. Compensation for continuing disclosure services is based on the fee schedule as found in Exhibit B, to be invoiced and paid after the annual report has been submitted.

290

Compensation for Issuance of Securities

For services provided in conjunction with the issuance of securities or other debt instruments, including refinancings and/or refundings, the District and KNN will agree upon a transaction fee amount in advance of issuance. KNN will provide District with a fee proposal and fee explanation prior to the commencement of the financing/transaction. Such fees will be contingent upon the ultimate sale and delivery of municipal securities and will be payable from bond proceeds or other monies from the sale of the securities. Invoice for payment will be provided at closing of each financing. The number and type of financings pursuant to this agreement is not determined.

For expenses incurred related to the issuance of securities, the District and KNN will agree upon an appropriate not-to-exceed expense reimbursement amount at such time a fee amount is determined. Such expenses include, but are not limited to, travel and administration costs, the expense of any outside copying costs, courier or delivery charges, conference call charges, data information (fees for data information services such as TM3 and Bloomberg will be billed at \$550 per transaction), and processing services, and the costs of obtaining statistical data from outside sources, shall be paid by the District. Expenses related to the issuance of securities will be payable from bond proceeds or other monies from the sale of the securities.

6. Other Provisions

Insurance

KNN shall maintain in full force and effect the following insurance coverages: workers compensation insurance at \$2 million per accident, general liability at \$1 million per incident and \$2 million aggregate and errors and omissions insurance at \$2 million per claim and \$2 million aggregate.

Indemnification

Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party, its officers, directors, employees, and affiliates (collectively, the "Indemnified Party") against any claims or actions arising out of any and all claims by third parties arising out of the performance or non-performance of the Indemnifying Party's obligations under this Contract, except to the extent attributable to the negligence or willful misconduct of the Indemnified Party; provided, however, that this indemnity shall not preclude the Indemnified Party's recovery of direct damages pursuant to the terms and subject to the limitations of this Contract. This provision shall survive termination of the Agreement.

7. Termination

Each party may terminate this agreement, with or without cause, at any time by giving the other party thirty (30) days written notice of termination. KNN may also resign from performing services

29/

upon written notice in the event that KNN has a conflict with professional regulations, standards or guidelines as required by Municipal Advisory rules and regulations.

In the event such termination of this agreement is less than 60 days prior to a financing transaction that KNN has provided consulting services, KNN shall be entitled to compensation for any work associated with the financing. KNN will submit an itemized invoice for services rendered within thirty (30) days of the written notice of termination. District will review the invoice and pay any undisputed amounts due within thirty (30) days after receipt of said itemized invoice.

8. Conflicts of Interest

KNN Public Finance represents that in connection with the issuance of municipal securities, KNN Public Finance may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction. Consistent with the requirements of MSRB Rule G-42, KNN Public Finance hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding KNN Public Finance's ability to provide unbiased advice to enter into such transaction. This potential conflict of interest will not impair KNN Public Finance's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

If KNN Public Finance becomes aware of any additional potential or actual conflict of interest after this disclosure, KNN Public Finance will disclose the detailed information in writing to District in a timely manner.

9. Legal or Disciplinary Events

KNN Public Finance, LLC, has never been subject to any legal, disciplinary or regulatory actions nor was it ever subject to any legal, disciplinary or regulatory actions previously, when it was a division of Zions First National Bank or Zions Public Finance, Inc.

A regulatory action disclosure has been made on Form MA-I for one of KNN's municipal advisory personnel relating to a 1998 U.S. Securities and Exchange Commission ("SEC") order that was filed while the municipal advisor was employed with a prior firm, (not KNN Public Finance). The details of which are available in Item 9; C(1), C(2), C(4), C(5) and the corresponding regulatory action DRP section on Form MA and Item 6C; (1), (2), (4), (5) and the corresponding regulatory action DRP section on Form MA-I. Issuers may electronically access KNN Public Finance's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

The SEC permits certain items of information required on Form MA and Form MA-I to be provided by reference to such required information already filed on a regulatory system (e.g., FINRA CRD). The above noted regulatory action has been referenced on both Form MA and MA-I due to the information already filed on FINRA's CRD system and is publicly accessible through BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck information, the Municipal Advisor's CRD number is 4457537.

There has been no change to any legal or disciplinary event that has been disclosed on KNN Public Finance's original SEC registration Form MA filed on February 8, 2016 or Form MA-I's filed on January 22, 2016.

10. Notice to Parties

Notices to be given to parties named in this agreement shall be made in writing and delivered by United States Post Office, registered:

To The District

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

To the Financial Advisor

Blake Boehm
Director
KNN Public Finance
1451 Quail Street, Suite 200
Newport Beach, CA 92660

The following signatures indicate acceptance of the responsibilities and services described in this contract:

ACCEPTED:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By _____
Ryan DiGiulio, Assistant Superintendent, Business Services

Date _____

KNN PUBLIC FINANCE, LLC
a California limited liability company

By 
Blake Boehm, Director

Date 7/7/2016

293

EXHIBIT A
Scope of Financial Advisory Services

A. Program Management.

1. *General Management.* Advise the District as it relates to all financing matters including decisions that need to be made and the actions that need to be taken related to the issuance of securities, structuring of bonds, the expenditure of bond proceeds, the levy and collection of taxes, and the repayment of bonds issued.
2. *Timing of Issues.* Advise as to the timing for each series of bonds to be sold based upon the District's historical and projected bond program expenditures, market interest rate environment, work schedules of the interested parties, and other factors.
3. *Sizing of Issues.* Advise as to the sizing of each series of bonds to be sold based upon District bond program needs, federal tax law limitations, state regulatory restrictions, targeted tax rates, goals of the bond program, and other matters.
4. *Structure of Issues.* Advise as to the repayment structure of each series of bonds to be sold based on targeted tax rates, impact on interest costs, prudent debt management practices, and other considerations.
5. *Ongoing Support.* Answer questions, attend meetings, and make presentations as appropriate to support the bond program.
6. *Monitor for Refundings.* Monitor interest rates and evaluate refunding opportunities for outstanding securities. Provide periodic updates to the District on the feasibility of refunding outstanding bonds.
7. *Evaluate Financing Alternatives.* Evaluate financing alternatives whether developed by KNN Public Finance, inquired about by the District, or presented to the District by a third party. Recommend financing alternatives to be pursued based on such evaluations.

B. Issuance of Securities.

(*Note: The following activities are not included within the not-to-exceed amount of \$15,000 for ongoing financial advisory services. The scope and compensation associated with Issuance of Securities will be provided to the Board when applicable via an addendum to this contract).

1. *Coordination and Communication.* Attend all meetings and present materials in connection with any bond financing issues as requested by the District.

294

2. *Manage Financing Process.* Manage the financing process, on behalf of the District. In connection with each series of bonds sold, prepare a schedule of activities and monitor the schedule to ensure the financing is completed in a timely manner.
3. *Authorizing Documentation.* Provide bond counsel with all information necessary for their preparation of all appropriate authorizing documentation (including a resolution prepared for District Board approval), and review and comment on such authorizing documentation prior to their approval.
4. *Financial Documentation.* Review the draft official statement prepared by Disclosure Counsel prior to its approval by the governing board, prior to the posting of the preliminary official statement, and prior to the printing of the final official statement.
5. *Rating and Insurance Process.* Determine appropriate strategy for the rating and insurance process and perform all tasks necessary to implement such strategy. For an issue that requires a presentation to the rating agencies, work in conjunction with the District's underwriter and bond counsel to prepare a presentation booklet and prepare the appropriate District representatives to make such presentation, and assist in presenting to insurance and rating agencies.
6. *Closing Documentation.* Provide bond counsel with all appropriate information necessary for their preparation of appropriate closing documentation, and review and comment on such documentation prior to District approval.
7. *Ongoing Responsibilities.* Review with the District certain ongoing responsibilities of the District in connection with the financing, and assist in arranging for the provision of certain of ongoing services at the direct written request of the District.

C. Continuing Disclosure Services.

1. *Dissemination Agent for the District.* Prepare and file the District's Annual Report with the Municipal Securities Rulemaking Board ("MSRB") through the MSRB's Electronic Municipal Market Access system ("EMMA"), pursuant to the District's Continuing Disclosure Certificate for each General Obligation Bond or other financing obligations issued on or after July 3, 1995.
2. *The Dissemination Agent's Duties.*
 - a) determine the name and address of the appropriate Repository each year prior to the Annual Filing Date;
 - b) assist the Issuer with determining what is required to be included in the Annual Report and when it is due to the Repository;
 - c) provide a template of tables to complete, as list of data to provide and questions to be answered in preparing the Annual Report;

295

- d) upon receipt, promptly file each Annual Report received under Section 2(a) with the Repository;
 - e) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the Repository;
 - f) upon receipt, promptly file the text of each disclosure to be made with the Repository together with a completed copy of the Event Notice Cover Sheet in the form attached as Exhibit C, describing the event by checking the applicable box when filing pursuant to the Notice Event Section contained in the Issuer's Continuing Disclosure Agreement(s) with respect to the Bonds;
 - g) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the KNN system, for so long as KNN is the Disclosure Dissemination Agent under this Agreement.
 - h) send quarterly material events questionnaires; and
 - i) maintain or cause to be maintained for at least five (5) years, a record of the Annual Report.
3. *Significant Events.* Should the District conclude that a "significant event" has occurred under the terms of an applicable Continuing Disclosure Certificate, file a report of that event with EMMA on behalf of the District once notified of such event by District.
4. *Annual Report Submission.* Certify to the District that the annual report was submitted as required to EMMA, and provide the District with a copy of the annual report itself.

296

Exhibit B
Compensation*

Non-Transaction FA Consulting Hourly Fees

The below hourly fees for ongoing financial advisory services, including pre-election planning services, are capped at \$18,000 per year inclusive of out of pocket expenses.

Director	\$250
Vice President	\$225
Associate	\$200
Analyst	\$175

Annual Continuing Disclosure Filing Fee Schedule

Base Fee	\$3,000 for one series of bonds or certificates of participation.
Additional Fees	\$500 per additional series with a cap of \$5,000 including the Base Fee.
Event Notice Fees	\$500 per Event Notice filing

Annual Continuing Disclosure Reimbursable Expenses[^]

California Municipal Statistics, Inc.	\$25 - \$75 Assessed Valuation, Secured Taxes and Delinquencies, and Tax Rates Report
	\$300 Top Taxpayer Report
	\$100 Assessed Valuation and Parcels by Land Use Report
	\$100 Per Parcel Assessed Valuation of Single-Family Homes Report

[^]If required by continuing disclosure certificate; fees subject to change due to third party rates.

*See Section 5, Compensation

297