



Marysville Joint Unified School District
MARYSVILLE HIGH SCHOOL

"Home of the Indians"

12 East 18th St. Marysville, CA 95901

Telephone (530) 741-6180

Fax (530) 741-7828

The mission of Marysville High School is that all students will learn at a high level to ensure college and/or career readiness.

MARYSVILLE HIGH SCHOOL

REPORT TO THE BOARD OF TRUSTEES OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

FEBRUARY 13, 2018

Mission

The mission of Marysville High School is that all students will learn at a high level to ensure college and/or career readiness.

Vision

The vision of Marysville High School is to become a model collaborative learning community. Through our "Indian Way" of being Respectful, Responsible and Healthy, our learning community members will be lifelong learners who can communicate effectively and think critically.

WASC Action Plan Goals

In 2014, the following goals were established to meet the needs of student learning and achievement at Marysville High School:

1. Develop a long range comprehensive professional development plan that includes systemic collaboration to increase student voice and/or student centered instruction to aide in the transition to common core state standards and increase rigor.
(COLLABORATION)
2. Develop and utilize systemic assessment programs and processes in order to leverage data to direct decision making and inform instruction as a means of increasing rigor.
(DECISION MAKING)
3. Improve teacher use of technology and training for technological tools for standards-based instruction to meet the needs of all students. (TECHNOLOGY)

On March 18-20, 2018, Marysville High School will have a mid-cycle WASC visiting committee onsite to review our progress from the last full visit in 2014. We would like to extend an invitation to Dr. Todd and board members to meet the visiting committee and review the WASC process on Sunday, March 18, 2018 at 3:00 p.m.

Student Learning and Achievement

California Department of Education released the new Dashboard for school accountability for high schools in December of 2017. According to the Dashboard, Marysville High School students are rated using a career/college indicator which includes performance in English Language Arts and mathematics. In 2017, 43.5% of MHS students were considered PREPARED, 41.1% of MHS students were considered APPROACHING PREPARED, and 15.5% of MHS students were considered NOT PREPARED. As we move forward, our staff will set school wide SMART goals to increase student preparedness in all areas of the Career/College Indicator.

Professional Learning Communities

More than half of our staff have attended a Solution Tree PLC conference. Thirteen more staff members will be attending a summer conference in June of 2018. Now with the structured collaboration days, staff have worked together to identify our mission, vision, values, commitments to our students and goals for improvement. We have had the opportunity in departments to have Maria Nielsen on site for four days this year to help us develop a viable curriculum for our students via prioritizing standards, creating pacing and common assessments.

Career & College Readiness

Marysville High School has been working with Jami Larson and Lennie Tate to align courses into career technical education pathways that provide opportunities for students to explore and develop career skills. In the next two years, students will have an opportunity to take Agricultural Mechanics, Animal Science, Ornamental Horticulture, Photography/Graphic Design, Advanced Graphic Design, Small Business Development and Advanced Small Business Development.

School Culture

Marysville High School has made concerted efforts to build school, community and student/staff culture this year. Work began at the first annual staff retreat in June 2017. Staff have organized activities at lunch for students such as three on three basketball tournaments, corn hole tournaments and ping pong tournaments to provide positive activities during lunch. Staff also have made a concerted effort to spend time together outside the work day and during lunch time with activities such as "Lawn Chair Friday". Four staff members attended a school culture conference hosted by Phil Boyt author of "School Culture by Design" in October of 2017. This work will be the basis of the second annual Marysville High School Retreat in summer of 2018.

Invitation

Marysville High School would like to extend an invitation to the members of the MJUSD Board of Trustees to visit Marysville High School at any time.



SHADY CREEK OUTDOOR SCHOOL AND EVENT

CENTER



Camp Address:
18601 Pathfinder Way, Nevada City, CA 95959
(530) 822-2470 - (530) 292-3538 Fax

Billing and Reservations:
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2948 - (530) 822-3039 Fax

Shannon Cueva, Director

Revised 11/1/17
Spring 2018

Week No.	School	Pupils	Grade	Admin/Nurse
Wk 1 January 16 - 19 4-day	Shasta (110) Merigold (80)	208	5	Shasta
Wk 2 January 22 - 26	Browns(19) Brittan (55) Franklin (80) Pleasant Grove (21) Meridian (10) Marcum (15)	180	6	Franklin
Wk 3 Jan 29 - Feb 2	YES Charter (28) CORE Butte (16) Clear Creek (40) Thrive Home School (22)	106	5, 6	Clear Creek-Nurse YES-Admin
Wk 4 Feb 5 - 9	Durham (80) Biggs (55) Blue Oak (55)	190	6	Biggs
Wk 5 Feb 13 - 16 4-day	Tierra Buena (84) Lincoln Elementary (84) Yuba City Charter (19)	187	5	YCUSD
Wk 6 Feb 20 - 23 4-day	Carlin Coppin (70) Sheridan (14) First Street School (80)	164	5	Carlin Coppin
Wk 7 Feb 26 - March 2	PCMS (52) CCCS (30) Pineridge (80) Achieve Charter (30)	192	6	PCMS
Wk 8 March 5 - 9	Allison (58), Whitehead (80) CORE Mevl Charter (30) Paragon (50) Yuba Co. Career Prep (8)	196	6, 5	Allison
Wk 9 March 12 - 16	Egling (110) Maxwell (20) Concow (17) Princeton (17) Notre Dame (22)	186	5,6	Egling
Wk 10 March 20 - 23 4-Day	Andros Karperos (75) Ella (65) Cedar Lane (53)	193	5	YCUSD
Wk 11 March 26 - 29 4-Day	Emma Wilson (84) Forest Ranch Charter (20) Sierra View (101)	205	5	Sierra View
Wk 12 April 3 - 6 4-Day	Rosedale (80) Parkview (85)	165	5	Rosedale
Wk 13 April 9 - 13	Plumas Lake Rio Del Oro (5th - 76 Mills Elem (80) Cobblestone (52)	188	5	Plumas Lake
Wk 14 April 16 - 20	Johnson Jr. High (130) Williams (90)	220	6	Williams
Wk 15 April 23 - 27	Central Galther (28) Barry (48) Butte Vista (110)	186	5	YCUSD
Wk 16 April 30 - May 4	Corning (200)	200	6	Corning
Wk 17 May 8 - 11 4-Day	McManus (70) Vine (28) Neal Dow (80)	155	5	Neal Dow/McManus
Wk 18 May 14 - 18	Arboga (50) Edgewater (50) Johnson Park (45) Olivehurst (58)	203	6	Arboga
Wk 19 May 21 - 25	McKenney (100) Linda (75)	175	6	Linda
	Total	3497		

SHADY CREEK OUTDOOR SCHOOL PROGRAM
Management Services Provided By
SUTTER COUNTY SUPERINTENDENT OF SCHOOLS OFFICE
Dr. Baljinder Dhillon, Superintendent
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2949

ENVIRONMENTAL EDUCATION AGREEMENT 2017/2018

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") Cedar Lane Elementary ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. **Participation Fee:** District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for 35 pupils and agrees to pay an amount equal to **\$240.00 per pupil** if scheduled for a five-day week and **\$219.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2018.**
2. **Deposit.** This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin counselors provided by the District as required by sections 3 and 4 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by **September 1, 2017 for fall scheduled schools and December 1, 2017, for spring scheduled schools** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall be less than Eight-five Percent (85%) of the number of Students identified in Section 1.
3. **Adult Participation Requirements.** District shall require the following adult participants, who shall stay at Shady Creek with the Students.
 - a. **Program Coordinator.** District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady

Business Services Department

Approval: [Signature]
Date: 6/31/18

4

Creek Resident Director or designee to ensure that all requirements of this Agreement have been fulfilled prior to the arrival of the District at Shady Creek.

b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teachers food and lodging.

c. Administrator: District's attending shall coordinate to provide one administrator for each week Students are in attendance. If more than one district is participating in the Program during the Program Term, Districts shall provide an administrator on a rotating basis. The Shady Creek Director or designee shall be responsible for coordinating the rotation of the Administrator.

d. Nurse. If all Students for the Program Term are from the same District, District shall provide one school nurse or health technician. If more than one district is participating in the Program during the Program Term, Districts shall provide a nurse or health technician on a rotating basis. The Shady Creek Director shall be responsible for coordinating the rotation of the school nurse. The Superintendent will pay the district a \$500.00 stipend for providing a School Nurse or a \$360.00 stipend for providing a Health Technician.

It is understood that small districts may wish to combine pupils or classes and jointly provide the required instructional and administrative personnel. The Program Coordinator for the District shall work with the Shady Creek Resident Director to confirm that adequate adult supervision is available in the event the District wishes to combine classes or supervision with another participating district.

4. Cabin Counselors. In addition to the adult supervision required in Section 3, District shall provide cabin counselors at a ratio of 1 to 7 for the girls and a ratio of 1 to 9 for the boys and no less than one counselor per cabin and shall establish a selection procedure which ensures competent and responsible counselors. The cabin counselors are not required to be over the age of 18. However, in the event that the cabin counselors are minors, District shall require a parent or guardian of the cabin counselor to sign the release on the counselor health form. Signed release shall be submitted to the Shady Creek Director or designee upon arrival at camp. If you bring additional counselors there will be a fee of ½ the student price for the additional counselors.

5. Transportation. District shall be responsible for providing transportation of all employees, students, counselors and staff to and from Shady Creek.

6. Safety. District shall be solely and completely responsible for the safety of all persons and property during times when District, its employees, volunteers and students access the Shady Creek. District, its employees, volunteers and students shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety, and any rules posted at Shady Creek. Failure of the District, any Student or any other Program participant to comply with this section may result in the District, Student or Program participant being removed from the Program or the District not being allowed to participate in the Program in the future. Superintendent shall not be obligated to refund any Participation Fee to the District in the event any Student or other Program participant is removed from the Program as a result of violating this Section.

7. Health Forms and Waiver of Liability: District shall be responsible for collecting a health form including the Waiver of Liability for each student, counselor, and teacher attending camp and submitting to the Shady Creek Director or designee upon arrival.

8. Indemnity. District agrees to indemnify, defend and hold harmless the Superintendent, its officers, agents and employees, from and against any and all claims and losses whatsoever accruing or resulting in connection with performance of this Agreement, and from all claims and losses accruing or resulting to a person, firm, or corporation for damages, injury or death arising out of or connected with this Agreement and participation in the Program and access to Shady Creek. Without limiting the District's indemnification, the District shall maintain in force at all times while participating in the Program a policy or policies of insurance covering such participation including but not limited to the following coverages, and in the minimum limits of liability as stated herein: Comprehensive general liability, including personal injury in combined single limit of \$1,000,000.00 (one million dollars).

All such policies shall provide an endorsement naming the Superintendent, his officers, agents, employees, *as additional insured*. The above described coverage shall be maintained throughout District's participation in the Program. **District shall file with the Superintendent a certificate of insurance evidencing that the insurance coverage as required herein has been obtained and is currently in effect.**

9. Waiver and Release of Liability. No board member, officer, employee, representative, or agent of Superintendent, shall be personally liable in any manner or to any extent under or in connection with this Agreement District, its employees and participants hereby waive any and all claims of such personal liability.

10. Interpretation. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sutter. The language in all parts of this Agreement shall be in all cases construed as a whole according to their fair meaning and not strictly for or against either the District or Superintendent. Any headings in this Agreement are included only as a matter of convenience and for reference and in no way define the scope or extent of this Agreement or the construction of any provision.

11. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstance shall be held, to any extent, invalid or unenforceable, then the remainder of this Agreement shall not be affected.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall, together, constitute one and the same instrument.

15. Entire Agreement; Amendments. This Agreement and the documents referred to in this Agreement constitutes the entire agreement of the Parties hereto with respect to the matters contained herein, and prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing which is signed by the Parties hereto or their respect successors-in-interest and indicates that it is an amendment of this Agreement. Neither party shall assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the other party.

16. Authority. Superintendent has delegated authority to enter into this Agreement with District to the Shady Creek Resident Director.

_____ School District

By: _____
(Authorized signature)

Dated: _____

Sutter County Superintendent of Schools

By: Shannon Cava
Sutter County Superintendent of Schools

Dated: 9/1/2017

NOTE: Please sign and return one copy to Shady Creek Outdoor School, Sutter County Superintendent of Schools by **November 1, 2017**.

The District designates as Program Coordinator:

Name: _____ From: _____
(school or office)

Phone: _____

Please provide us with an email address for further correspondence:

Email: _____

Participating Teachers email address:



Front Row

Front Row Education - Service Order

Service Order # MK121217

Primary Contact Information

Client		Front Row Education, Inc. ("Front Row")	
Client Legal Name ("Client")	Linda Elementary Marysville Joint Unified	Company Name	Front Row Education, Inc.
Primary Contact, Title	Judy Hart, Principal Sandra Degradi, Teacher		
Billing / Payment Address	6180 Dunning Ave	Billing Address	100 Bush St, Suite 700
City / State / Zip	Marysville, CA 95901	City / State / Zip	San Francisco, CA 94104
Email	jhart@mjusd.k12.ca.us sdegradi@mjusd.com	Email	mkenny@frontrowed.com
Phone	(530) 741-6196	Phone	(415) 805 - 1681

(1) Description of Services and (2) Fees

Description of Services	Fees: 2018-2019 School Year	
Access to Platform and Support (as defined in the Terms and Conditions): instruction, analysis and reporting. School Edition subscription for 1st-6th grade that includes: <ul style="list-style-type: none">375 Math only licenses (\$8/student)275 Math and ELA licenses (\$12/student)	Effective Date:	02/13/2018
	Term:	02/12/2019
	License Fee:	\$6,300

Other Terms and Conditions (if any)

Upgrade teacher accounts and lock-in current pricing for this year while purchase order is processing.
Purchase is contingent upon Board and Site Council approval.

Agreement

The agreement by and between the Client and Front Row (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:	Print Name, Title: <i>Asst. Supt. of Business Services</i> <i>Michael Hadson</i>	Date: <i>02/13/2018</i>
Front Row Signature: <i>Maggie Kenny</i>	Print Name, Title: Maggie Kenny, Account Executive	Date: 02/02/2018

8

Business Services Department

Approval: *[Signature]*

Date: *2/2/18*

BACKGROUND

Front Row is an education technology company that has developed a cloud-based platform-as-a-service that enables schools to use data to improve how students are taught for students, staff and parents (the "Platform"). Client and Front Row have entered into the SO and, from time to time hereafter, Client and Front Row may enter into additional Service Orders ("Future SOs") pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1. RIGHT TO USE PLATFORM

1.1. Platform. Subject to the terms and conditions of this Agreement, Front Row hereby grants Client the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use (including use by Client's students, staff and parents, as described in the SO, if applicable ("Authorized Users")).

1.2. Limitations. The following limitations and restrictions will apply to the Platform:

(a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.

(b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Front Row or its suppliers on the Platform.

1. OWNERSHIP; RESERVATION OF RIGHTS

1.1. Client Ownership. Client owns (a) any data Client inputs into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any question responses provided by Client, its students, staff or parents (including Authorized Users) ("Data"), and (b) any other data and content provided by Client or Authorized Users to Front Row or input into the Platform, such as answers to math questions ("Other Data"), and, together with the Data, "Client Data"). Client hereby grants to Front Row a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Front Row's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information ("Blind Data") and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and

to the Client Data other than the licenses therein expressly granted to Front Row under this Agreement.

1.2. Front Row Ownership. Front Row retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Front Row grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

1.3. Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Front Row with respect to the Platform. Front Row has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Front Row a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

1.4. Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Front Row promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.

1.5. Data Security. Front Row will implement and maintain reasonable administrative, physical and technical safeguards ("Safequards") which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Front Row to perform any part of the services hereunder.

2. FEES; PAYMENT TERMS

2.1. Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Front Row within thirty (30) days from the time such payment is due, Front Row may suspend access to the Platform until such payment is made.

2.2. Net of Taxes. All amounts payable by Client to Front Row hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, knowhow payments, customs, privilege, excise, sales, use, valueadded and property taxes (collectively "Taxes"). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Front Row. Client will not withhold any Taxes from any amounts due Front Row.

3. TERM, TERMINATION

- 3.1. Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the "Term").
- 3.2. Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon any termination of this Agreement for any reason, Front Row may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Front Row's network. Upon termination of this Agreement, all rights granted hereunder and all obligations of Front Row to provide the Platform will immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Front Row's Confidential Information.
- 3.3. Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

4. CONFIDENTIALITY

- 4.1. As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Front Row's Confidential Information includes, without limitation, the Platform and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisers, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of

a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

5. REPRESENTATIONS, WARRANTIES AND DISCLAIMER

- 5.1. Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.
- 5.2. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND FRONT ROW DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

6. LIMITATIONS OF LIABILITY; INDEMNIFICATION

- 6.1. Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET

FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

6.2. General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO FRONT ROW UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

6.3. Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

6.4. Indemnification by Front Row. Except for liability for which Client is responsible under Section 7.5, Front Row will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Front Row will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Front Row without Front Row's express consent; (b) the combination, operation, or use of the Front Row with other product(s), data or services not provided by Front Row where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Front Row's opinion is likely to become, the subject of any claim of infringement, Front Row may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 7.4 states Front Row's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

6.5. Indemnification by Client. Client will indemnify, defend and hold Front Row and the officers, directors, agents, and employees of Front Row ("Front Row Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the

Front Row Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the Platform in violation of this Agreement or (b) the Client Data.

6.6. Indemnification Procedure. If a Client Indemnified Party or a Front Row Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

7. GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Front Row for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Front Row will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Notwithstanding anything herein to the contrary, Front Row may identify Client and the relationship between Front Row and Client in Front Row's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from

performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the State of California without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in San Francisco, California and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

Includes Purchase Orders dated 01/01/2018 - 02/01/2018				Board Meeting Date February 13, 2018	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Abe Lincoln (50)					
P18-02450	AMAZON.COM	Supplemental Texts	01-4100-1100	5,224.93	
Location After School Program (107)					
P18-02431	S & S WORLDWIDE	JPE STARS	01-4300-6010	85.47	
P18-02482	DELANEY EDUCATIONAL ENTERPRISE	DO 205	01-4300-6010	455.57	
P18-02549	S & S WORLDWIDE	Craft/Art Supplies for YGS ASES	01-4300-6010	1,739.75	
P18-02574	S & S WORLDWIDE	Dodgeballs / JPE STARS	01-4300-6010	121.22	
Total Location				2,402.01	
Location Arboga Elementary (01)					
P18-02335	TROXELL COMMUNICATIONS INC	Projector	01-4410-3010	1,212.40	
P18-02336	J.W. PEPPER & SON, INC	Music Supplies/WISEMAN	01-4300-0004	135.28	
P18-02337	Teacher Created Resources, Inc	Edupress Common Core/PRESTON	01-4300-3010	84.09	
P18-02338	Breakout EDU	MINI GRANT for 3rd Grade	01-4300-9010	866.00	
P18-02339	WOODWIND AND BRASSWIND	Classroom Supplies/WISEMAN Music	01-4300-0004	290.33	
P18-02351	AMAZON.COM	2nd Grade MINI GRANT	01-4300-9010	731.23	
P18-02376	AMAZON.COM	Classroom Supplies/LAGORIO/Rm 20	01-4300-0003	68.19	
P18-02402	AMAZON.COM	Classroom Supplies/PRESTON	01-4300-3010	240.93	
P18-02442	Pearson Clinical Order Dept.	Kiley Lagorio/Testing Supplies	01-4300-6500	230.23	
P18-02478	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies/HANSEN-WIN	01-4300-3010	129.85	
P18-02512	AMAZON.COM	Classroom Supplies/2nd Gr Duarte	01-4300-3010	556.31	
P18-02516	AMAZON.COM	Classroom Supplies/ 2nd Grade DUARTE	01-4300-3010	71.41	
P18-02534	GENERAL BINDING CORP	Laminator Service Agreement	01-5621-1100	489.32	
P18-02535	AMAZON.COM	Cordless vacuum for tech items/Preston	01-4300-0003	114.71	
P18-02536	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Seat Sacks/Ramirez	01-4300-0003	107.71	
P18-02544	AMAZON.COM	Magnetic Tiles/Hansen	01-4300-3010	97.41	
P18-02566	IVS Computer Technology	Smartboard Attn: B. West	01-4410-3010	1,878.51	
P18-02606	GOVCONNECTION, INC.	Epson Projector Lamp	01-4300-3010	129.74	
Total Location				7,433.65	
Location Browns Valley Elementary (03)					
P18-02405	SCHOOL MATE	Planner Grade 5	01-4300-1100	137.13	

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

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Feb 1 2018 9:08AM

ESCAPE

ONLINE

Page 1 of 14

Includes Purchase Orders dated 01/01/2018 - 02/01/2018

Board Meeting Date February 13, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Business Services (106)				
P18-02573	TOTAL COMPENSATION SYSTEMS,INC ATTN: ACCOUNTS RECEI\ GASB 74/75		01-5801-0000	12,800.00
Location Categorical (203)				
P18-02543	LRP PUBLICATIONS	Title I Reference Book	01-4300-3010	215.42
Location Cedar Lane Elementary (05)				
P18-02341	CDW-G COMPUTER CENTER	Surface Pro - Principal	01-4410-0004	2,647.17
P18-02364	IVS Computer Technology	Replacement Smartboard	01-4410-0004	1,099.25
P18-02387	SCHOOL OUTFITTERS ATTN: SHARON WILSON	Kinder	01-4300-0003	537.84
P18-02424	Breakout EDU	Learning Games Software	01-4300-0003	890.75
			01-4300-9010	300.00
P18-02425	AMAZON.COM	Classroom Supplies	01-4300-0003	460.07
P18-02426	AMAZON.COM	Puppet Theater	01-4300-0003	32.46
P18-02488	AMAZON.COM	Otterbox for iPads	01-4300-0003	1,856.11
P18-02489	APPLE COMPUTER INC	iPad 32GB	01-4300-0003	10,184.78
P18-02532	IMAGESTUFF.COM	Excellence Awards / April	01-4300-1100	568.55
P18-02551	AMAZON.COM	Shelving	01-4300-1100	331.09
		Total Location		18,908.07
Location Charter Academy For Fine Arts (42)				
P18-02375	AMAZON.COM	Supplies - Barrera	09-4300-0000	8.65
P18-02378	AMAZON.COM	Supplies - Drama	09-4300-0000	142.93
P18-02403	Mac To School	Supplies - McDowell	09-4300-1100	530.43
P18-02406	AMAZON.COM	Supplies - Drama	09-4300-1100	265.20
P18-02446	TROXELL COMMUNICATIONS INC	Chromebok Cart	09-4410-1100	1,434.31
P18-02455	SACRAMENTO THEATRICAL LIGHTING	Dimmer Rental	09-5630-0000	80.00
P18-02471	ELITE UNIVERSAL SECURITY	Security	09-5801-0000	380.00
P18-02484	AMAZON.COM	Supplies - Leadership	09-4300-0000	35.69
P18-02502	Tim's Music	Instruments - Band	09-4300-1100	487.13
			09-4410-1100	2,376.08

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

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Feb 1 2018 9:08AM

ESCAPE

ONLINE

Page 2 of 14

14

Includes Purchase Orders dated 01/01/2018 - 02/01/2018

Board Meeting Date February 13, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42) (continued)				
P18-02503	SCHOOL SPECIALTY	Workbenches and Stools	09-4300-1100	1,714.68
			09-4410-1100	4,892.42
P18-02519	JERRY REIERSEN PIANO SERVICE	Piano Tuning	09-5801-0000	110.00
P18-02520	ASCAP	License Fee	09-5801-0000	419.41
P18-02521	AMAZON.COM	Supplies - Mathews	09-4300-1100	146.45
P18-02522	AMAZON.COM	Supplies - Drama	09-4300-0000	140.70
P18-02553	AMAZON.COM	Microphones for Drama Dept	09-4300-0000	224.08
Total Location				13,388.16

Location Child Development (51)				
P18-02149	CCDAA	KWoods	12-4300-6105	270.00
P18-02365	CalSAC	Kwoods	12-5801-6105	350.00
P18-02372	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Pre Supplies Rm C Jackie Midthun	12-4300-6105	232.68
P18-02384	AMAZON.COM	EMCC Supplies Carmen Garcia	12-4300-6105	923.68
P18-02386	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	EMCC Carmen Garcia Supplies	12-4300-6105	64.93
P18-02388	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Olivehurst Pre Supplies Rm C Heidi Oliver	12-4300-6105	760.36
P18-02389	KAPLAN SCHOOL SUPPLY	Olive Pre Supplies Rm C Heidi Oliver	12-4300-6105	868.67
P18-02404	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Yuba Feather Pre Supplies Rhonda Lococo	12-4300-6105	37.35
P18-02432	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Olivehurst Pre Rm B Maria Jacobo	12-4300-6105	515.63
P18-02453	WEST ED	Kwoods Room 105	12-4300-6105	20.77
P18-02472	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Olive Pre Supplies Rm C Marci Dena	12-4300-6105	319.84
P18-02547	AMAZON.COM	MP3 players and toys/ Carmen Mota	12-4300-6105	72.05
P18-02571	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	CD Player/COV Pre/Griselda Madrid	12-4300-6105	128.82
P18-02572	KAPLAN SCHOOL SUPPLY	Book & CD/COV Pre/Madrid	12-4300-6105	49.24
P18-02584	Kidding Around Yoga	Kwoods	12-5801-6105	3,000.00
P18-02593	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Learning Toys- Linda LinPre302	12-4300-6105	308.27
P18-02607	AMAZON.COM	Books - Linda Pre Rm 302	12-4300-6105	16.37
P18-02612	SAC VAL JANITORIAL SALES & SERVICES, INC.	Door Mats - D'Agostini	12-4300-6105	292.74
Total Location				8,231.40

Location Community Day School (54)				
P18-02354	OFFICE DEPOT B S D	Mini Grant- sketch book/art	01-4300-9010	215.58

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

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Feb 1 2018 9:08AM

ESCAPE

ONLINE

Page 3 of 14

Location

Includes Purchase Orders dated 01/01/2018 - 02/01/2018

Board Meeting Date February 13, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Community Day School (54) (continued)				
P18-02355	AMAZON.COM	Mini Grant/Disc golf	01-4300-9010	640.75
P18-02483	AMAZON.COM	Technology for the classroom	01-4300-3010	20.15
P18-02596	NWN CORPORATION	Printers	01-4300-3010	1,177.66
P18-02597	GOVCONNECTION, INC.	Epson Projector Lamps	01-4300-3010	648.69
P18-02598	OFFICE DEPOT B S D	Shredders	01-4300-1100	411.33
Total Location				3,114.16
Location Cordua Elementary (07)				
P18-02507	NATIONAL GEOGRAPHIC SCHOOL PUBLISHING LIBRARY PROCES	CORDUA - TITLE I	01-4300-3010	11.70
P18-02600	GOPHER SPORT	Flag Football Flags	01-4300-1100	107.06
Total Location				118.76
Location Covillaud Elementary (09)				
P18-02366	RISO PRODUCTS OF SACRAMENTO	COV Toner	01-4300-0004	405.78
P18-02490	Pearson Education	COV - Music	01-4300-0004	2,874.75
P18-02511	Pearson Clinical Order Dept.	COV RSP	01-4300-0000	288.49
Total Location				3,569.02
Location Custodial Supervisor (206)				
P18-02445	ULINE.COM	Tilt Truck Wheels	01-4320-0000	655.20
P18-02476	J.C. NELSON SUPPLY COMPANY	Custodial Supplies	01-4320-0000	456.82
Total Location				1,112.02
Location Dobbins Elementary (11)				
P18-02434	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0003	500.00
Location Edgewater Elementary (12)				
P18-02411	PERMA BOUND	EDG Library	01-4200-0003	10,118.49
P18-02412	DEMCO	Library	01-4300-0004	178.60
P18-02423	TROXELL COMMUNICATIONS INC	Chrombook Cart	01-4410-3010	1,434.31
P18-02613	OFFICE DEPOT B S D	Teacher Chair	01-4300-1100	129.89
Total Location				11,861.29
Location Ella Elementary (13)				
P18-02416	TROXELL COMMUNICATIONS INC	Elmo Tablet	01-4300-3010	248.98
P18-02441	READ NATURALLY	Read Naturally	01-5801-3010	6,650.00

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

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Feb 1 2018 9:08AM

ESCAPE

ONLINE

Page 4 of 14

16

Includes Purchase Orders dated 01/01/2018 - 02/01/2018

Board Meeting Date February 13, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Ella Elementary (13) (continued)				
P18-02548	WAL-MART COMMUNITY BRC	RFEF ceremony supplies	01-4300-1100	100.00
P18-02550	WAL-MART COMMUNITY BRC	Parent Meeting Supplies	01-4300-1100	300.00
Total Location				7,298.98
Location Facilities (66)				
P18-02357	Jack E. Campbell Inspections	8075-LHS QUAD SEAT WALL	01-6240-0010	1,040.00
P18-02564	Johnson Controls, Inc.	Prop 39 Consulting	01-5801-6230	39,000.00
Total Location				40,040.00
Location Foothill Intermediate (35)				
P18-02379	AMAZON.COM	FHS - Yoga Mats	01-4300-0004	297.15
P18-02422	TROXELL COMMUNICATIONS INC	Chromebook Cart	01-4410-3010	1,434.31
P18-02430	American Assoc. of Univ. Women Attn: June McJunkin	STEM Conf / New Student	01-5890-1100	6.00
P18-02467	AMAZON.COM	FHS - Music	01-4300-0004	68.20
P18-02486	AMAZON.COM	FHS - Paper Shredder	01-4300-1100	170.78
P18-02517	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS	FHS	01-5890-9010	8,500.00
P18-02590	CDW-G COMPUTER CENTER	Student computer	01-4410-3010	6,733.15
P18-02594	SCHOOL SPECIALTY	Tables	01-4300-1100	305.27
Total Location				17,514.86
Location Indian Education (108)				
P18-02496	MONICA SARAY	PW WORKSHOP	01-5801-4510	775.00
P18-02497	Davinique Perez	PW WORKSHOP	01-5801-4510	150.00
P18-02498	EUGENE NEWMAN	PW WORKSHOP	01-5801-4510	360.00
P18-02499	Elias Avelar	PW WORKSHOP	01-5801-4510	150.00
P18-02500	Val Shadowhawk	PW WORKSHOP	01-5801-4510	420.00
P18-02513	Carlisle F Phillips	PW WORKSHOP	01-5801-4510	700.00
P18-02514	Rea Diane Cichocki-Fowler	PW WORKSHOP	01-5801-4510	150.00
Total Location				2,705.00
Location Instruction (IMC) (110)				
P18-02414	EDUCATIONAL TESTING SERVICE STAR TECHNICAL ASSISTANCE	IELPAC Labels	01-4300-0000	820.04
Location Johnson Park Elementary (15)				
P18-02481	AMAZON.COM	Laptop battery	01-4300-1100	30.30

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

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Feb 1 2018 9:08AM

ESCAPE

ONLINE

Page 5 of 14

17

Includes Purchase Orders dated 01/01/2018 - 02/01/2018

Board Meeting Date February 13, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Johnson Park Elementary (15) (continued)				
P18-02485	CARSON-DELLOSA PUBLISHING CO., INC	Common Core supplies	01-4300-3010	11.36
P18-02487	Center for the Collaborative Classroom	SIPPS for classrooms	01-4300-3010	13,495.78
P18-02523	RISO PRODUCTS OF SACRAMENTO	Riso	01-4410-0003	4,558.13
P18-02524	RISO PRODUCTS OF SACRAMENTO	Riso Service	01-5621-0003	500.00
P18-02567	SCHOLASTIC	Scholastic books	01-4300-0003	82.27
Total Location				18,677.84
Location Kynoch Elementary (17)				
P18-02352	MYERS-STEVENSON & CO INC	WALKING FIELD TRIP TO PRESTIGE	01-5890-9010	45.50
P18-02362	MYERS-STEVENSON & CO INC	4th grade field trip ins to Trappers Camp.	01-5890-9010	210.00
P18-02377	AMAZON.COM	COMPUTER MOUSE FOR MR. PANTOJA	01-4300-1100	35.69
P18-02398	DEMCO	LIBRARY SUPPLIES	01-4300-1100	138.46
P18-02428	AMAZON.COM	Admin Computer Mouse	01-4300-1100	10.81
P18-02429	AMAZON.COM	Admin Computer Mouse	01-4300-1100	11.90
P18-02433	AMAZON.COM	Printer Adapter	01-4300-1100	18.52
P18-02492	PERMA BOUND	PERMA BOUND ORDER: Books for the library	01-4200-0004	1,768.32
P18-02589	ABC SCHOOL EQUIPMENT	Mini Blinds	01-4300-0004	1,017.18
P18-02605	AMAZON.COM	Headphone & Speaker Splitters / Pantoja	01-4300-1100	10.26
Total Location				3,266.64
Location Linda Elementary (19)				
P18-02363	Jones School Supply Co., Inc.	AR medals	01-4300-0003	809.74
P18-02401	KING CLOTHING	yard duty shirts	01-4300-1100	786.11
P18-02415	MUSICIAN'S FRIEND	P.E. equipment	01-4300-9010	688.47
P18-02418	TROXELL COMMUNICATIONS INC	Epson 585W Filters	01-4300-0003	228.14
P18-02419	ZYTECH Solutions, Inc.	chrome book batteries	01-4300-0003	533.66
Total Location				3,046.12
Location Lindhurst High (43)				
P18-02353	AMAZON.COM	Supplies/School Technology	01-4300-0003	59.53
P18-02373	AMAZON.COM	Classroom Supplies/Neiber	01-4300-0000	381.62
P18-02394	AMAZON.COM	Classroom Supplies	01-4300-0003	288.75
P18-02399	Complete Book and Media Supply	Classroom Books	01-4300-0003	130.08

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

001 - Marysville Joint Unified School District

Generated for Kathy

Catwright (KATHY), Feb 1 2018 9:08AM

ESCAPE

ONLINE

Page 6 of 14

18

Includes Purchase Orders dated 01/01/2018 - 02/01/2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P18-02413	Complete Book and Media Supply	Library Books	01-4200-9010	1,039.15
P18-02417	AMAZON.COM	Classroom Supplies/Culinary	01-4300-0003	319.54
P18-02420	APPLE COMPUTER INC	Spangler iTunes Cards	01-4300-0004	300.00
P18-02447	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh	01-4300-0003	561.57
P18-02451	Follett School Solutions, Inc.	Library Barcodes	01-4300-0000	304.88
P18-02452	AMAZON.COM	Library Books	01-4200-9010	445.82
P18-02461	AMAZON.COM	Classroom Supplies/Spangler	01-4410-0004	611.61
P18-02463	AMAZON.COM	Classroom Supplies/Bini	01-4300-0003	264.74
P18-02464	PASCO SCIENTIFIC	Classroom Supplies/Putman	01-4300-3010	6,248.05
			01-4410-3010	2,734.54
P18-02469	AMAZON.COM	Classroom Supplies/Fritzinger	01-4300-0003	145.38
P18-02470	Paxton Patterson	Classroom Supplies/McCullough	01-4300-0003	113.01
P18-02474	AMAZON.COM	Classroom Supplies/Sleigh	01-4300-0003	287.82
P18-02494	AMAZON.COM	Classroom Supplies/ROTC	01-4300-0004	46.01
P18-02495	TENNIS WAREHOUSE	Athletic Supplies/Tennis	01-4300-0004	2,164.46
P18-02508	AMAZON.COM	Classroom Supplies/Priddy	01-4300-0003	423.65
P18-02515	NWN CORPORATION	Printers	01-4300-3010	532.05
P18-02533	Pearson Education	Textbooks	01-4100-0004	9,149.79
P18-02537	CDW-G COMPUTER CENTER	Laptop	01-4410-3010	12,639.99
P18-02538	IVS Computer Technology	20 unit Chromebook Carts	01-4410-3010	3,896.96
P18-02540	AMAZON.COM	Projection Screen/Kearns	01-4300-0003	74.14
P18-02552	AMAZON.COM	Cord Concealers/Technology	01-4300-0003	66.25
P18-02568	TEC-COM	LHS Projector AV Solution	01-5801-3010	13,170.00
P18-02569	CDW-G COMPUTER CENTER	Projector Install Items	01-4300-3010	2,594.34
P18-02570	OFFICE DEPOT B S D	Projector Install Items	01-4300-3010	322.34
P18-02591	MISSION LINEN & UNIFORM	Chef Coats/Culinary	01-4300-0003	252.43
P18-02602	AMAZON.COM	Classroom Supplies/Whitmore	01-4300-0003	385.21
P18-02603	AMAZON.COM	Classroom Supplies/Bini	01-4300-0003	236.62
Total Location				60,190.33

Location Loma Rica Elementary (21)

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

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Feb 1 2018 9:08AM

ESCAPE

ONLINE

Page 7 of 14

Includes Purchase Orders dated 01/01/2018 - 02/01/2018				Board Meeting Date February 13, 2018	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Loma Rica Elementary (21)					
P18-02393	THE LIBRARY STORE	Classroom Supplies	01-4300-0003	58.83	
P18-02407	ACP DIRECT	Classroom Supplies	01-4300-0004	535.30	
			Total Location	594.13	
Location Maintenance (63)					
P18-02400	AMAZON.COM	MAINTENANCE	01-4300-8150	28.12	
P18-02473	AMAZON.COM	Switch for Matt	01-4300-8150	36.43	
P18-02509	AMAZON.COM	Ceiling Fans	01-4300-8150	508.75	
P18-02510	ULINE.COM	Bookshelves	01-4300-8150	892.58	
P18-02525	CARPET CLEARANCE CENTER	MAINTENANCE/FOOTHILL #6119	01-4300-8150	458.71	
P18-02526	CARPET CLEARANCE CENTER	MAINTENANCE/YUBA GARDENS	01-4300-8150	170.59	
P18-02527	CAL-WEST CONCRETE CUTTING, INC	MAINTENANCE/OLIVEHURST	01-5801-8150	290.00	
P18-02560	LENNOX INDUSTRIES, INC.	MAINTENANCE/SHOP	01-4300-8150	260.42	
P18-02561	GOLDEN BEAR ALARMS	MAINTENANCE/MHS SCIENCE BLDG	01-5801-8150	45.00	
P18-02562	Carrier Corporation	MAINTENANCE/LHS	01-5801-8150	2,537.37	
P18-02563	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/HMBP PERMITS 2018	01-5890-8150	4,495.32	
P18-02565	W.V. ALTON, INC.	MAINTENANCE/IT/LOMA RICA	01-5801-0000	3,914.00	
P18-02575	Service Engineering	MAINTENANCE/OLIVEHURST	01-4410-8150	3,197.34	
P18-02576	Carrier Corporation	MAINTENANCE/LHS	01-5641-8150	345.00	
P18-02583	WALKER'S OFFICE SUPPLIES	Pedestal Files	01-4410-8150	533.88	
P18-02611	SCHOOL SPECIALTY	Bookshelves	01-4300-8150	530.43	
P18-02614	Carrier Corporation	MAINTENANCE/OLIVEHURST	01-4410-8150	662.01	
P18-02616	INDUSTRIAL POWER PRODUCTS	MAINTENANCE/SHOP	01-5641-8150	166.25	
			Total Location	19,072.20	
Location Marysville High (45)					
P18-02174	ALPHA CERAMIC SUPPLIES, INC.	Ceramics Materials	01-4300-0004	1,153.19	
P18-02343	BATTERY SYSTEMS, INC	MHS Golf Cart Batteries	01-4300-6690	735.77	
P18-02344	North State Tire Co., Inc.	MHS Golf Cart Tires	01-4300-6690	163.71	
P18-02367	CDW-G COMPUTER CENTER	Scanner - Khan	01-4450-3550	5,003.68	
P18-02370	Brina Buttacavoli	Camille Freel Scholarship	73-7299-9020	175.00	
P18-02380	HOME DEPOT	MHS CTE AGRI DEPT	01-4300-9023	500.00	

Includes Purchase Orders dated 01/01/2018 - 02/01/2018

Board Meeting Date February 13, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location: Marysville High (45) (continued)				
P18-02459	TWIN CITY TROPHIES	MHS/Graduation Awards	01-4300-0000	300.00
P18-02460	PELTON'S PARTY	Graduation Chairs	01-5630-0000	500.00
P18-02480	MYERS-STEVENSON & CO INC	Forestry Challenge 11/14/18	01-5890-0004	43.75
P18-02501	AMAZON.COM	Chromebok Screen - White	01-4300-0000	48.68
P18-02506	ALLSTATE SIGN & PLAQUE	Safety Gates	01-4300-6690	840.12
P18-02530	AMAZON.COM	Chairs for ROP Medical	01-4300-9010	533.95
P18-02545	FLINN SCIENTIFIC INC	Science Supplies	01-4300-0003	351.27
P18-02599	ABC SCHOOL EQUIPMENT	Mini Blinds for room 108	01-4300-0000	78.84
P18-02610	THE TREE HOUSE	Toner for HP M225dn Printer - Magill	01-4300-7010	132.06
P18-02615	West Coast Microscope Service	Microscope Repairs	01-5641-0003	862.82
Total Location				11,422.84
Location: McKenney Intermediate (37)				
P18-02392	WARDS NATURAL SCIENCE	THOMPSON	01-4300-0003	351.95
P18-02421	TROXELL COMMUNICATIONS INC	Chromebok Carts	01-4410-3010	11,474.50
P18-02444	Complete Book and Media Supply	MARTINEZ - CAMPBELL	01-4200-0003	439.06
P18-02448	FLINN SCIENTIFIC INC	ANDERSON	01-4300-0003	2,689.01
P18-02449	Complete Book and Media Supply	CASSILAS	01-4200-0003	189.65
P18-02462	Complete Book and Media Supply	CAMPBELL	01-4200-0003	394.33
P18-02465	THE TREE HOUSE	Samsung Toner	01-4300-0004	1,081.42
P18-02539	ACP DIRECT	TESTING HEADPHONES	01-4300-0003	1,105.37
Total Location				17,725.29
Location: Nutrition Services (73)				
P18-02346	INTEGRATED FOOD SERVICES	Direct Order for Warehouse Inventory	13-9325-5310	9,489.84
P18-02347	GOODMAN FOODS	Direct Order for Warehouse Inventory	13-9325-5310	7,695.38
P18-02348	BUENA VISTA FOOD PRODUCTS	Direct Order for Warehouse Inventory	13-9325-5310	10,900.00
P18-02349	Tasty Brands	Direct Order for Warehouse Inventory	13-9325-5310	16,324.48
P18-02350	TYSON FOODS	Direct Order for Warehouse Inventory	13-9325-5310	10,508.28
P18-02358	Asian Food Solutions	Direct Order for Warehouse Inventory	13-9325-5310	12,848.00
P18-02359	JTM PROVISIONS COMPANY, INC	Direct Order for Warehouse Inventory	13-9325-5310	4,262.80

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

21

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Feb 1 2018 9:08AM

ESCAPE

ONLINE

Page 9 of 14

Includes Purchase Orders dated 01/01/2018 - 02/01/2018

Board Meeting Date February 13, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P18-02360	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	SNP Allocation Feb-Mar 2018	13-4716-5310	577.20
P18-02391	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	847.60
P18-02435	Fat Cat Scones	Direct Order for Warehouse Inventory	13-9325-5310	284.00
P18-02436	Crown Distributing	Direct Order for Warehouse Inventory	13-9325-5310	5,680.90
P18-02456	LAND O'LAKES, INC	Direct Order for Warehouse Inventory	13-9326-5310	393.30
P18-02457	S.A. PIAZZA & ASSOCIATES, LLC	Direct Order for Warehouse Inventory	13-9325-5310	4,298.78
P18-02458	ULINE.COM	Direct Order-Mats for Yuba Gardens Kitchen	13-9325-5310	3,336.00
P18-02475	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-4300-5310	202.74
P18-02491	Sysco Sacramento, Inc.	Direct Order-Smallwares Distribution Attached	13-9325-5310	512.25
P18-02504	EAST BAY RESTAURANT SUPPLY, INC.	FHS - Food Warmer	13-9326-5310	5,632.66
P18-02505	Innoseal Systems Inc.	Nutritional Services	13-4300-5310	976.06
P18-02528	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9326-5310	257.49
P18-02555	JENNIE-O-TURKEY STORE	Direct Order for Warehouse Inventory	13-9325-5310	497.00
P18-02556	NATIONAL FOOD GROUP	Direct Order for Warehouse Inventory	13-9325-5310	7,640.22
P18-02557	WAWONA FROZEN FOODS	Commodity Food Order	13-9325-5310	3,968.00
P18-02558	SCHWAN'S FOOD SERVICE	Commodity Food Order	13-9325-5310	2,543.28
P18-02559	Crown Distributing	Direct Order for Warehouse Inventory	13-9325-5310	11,219.50
P18-02617	ADVANCE PIERRE FOODS	Direct Order for Warehouse Inventory	13-9326-5310	3,822.16
Total Location				134,375.44
Location Olivehurst Elementary (25)				
P18-02397	Complete Book and Media Supply	Classroom Books	01-4300-0003	1,092.38
Location Personnel (113)				
P18-02390	VERIZON WIRELESS	iPhone X Ramiro Carreon	01-4410-0000	632.49
Location Pupil Services (202)				
P18-01465	PEARSON CUSTOMER SERVICE	electronic scoring	01-5801-6500	595.00

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.

22

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Feb 1 2018 9:08AM

ESCAPE

ONLINE

Page 10 of 14

Includes Purchase Orders dated 01/01/2018 - 02/01/2018

Board Meeting Date February 13, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Pupil Services (202) (continued)				
P18-02395	SCHOOL NURSE SUPPLY, INC	for nurse Amanda	01-4300-0000	267.84
P18-02427	StarSmilez	dental van	01-4300-9014	1,040.56
P18-02440	WELLNESS TOGETHER	Counseling Services for Olivehurst & Johnson Park	01-5100-3010	22,190.30
			01-5801-3010	25,000.00
P18-02443	PEARSON CUSTOMER SERVICE	mental health	01-4300-6512	286.86
P18-02477	Pro-Ed	Speech - Nikki Hu	01-4300-6500	140.36
P18-02578	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech Learning Tools - Lauren Merrill	01-4300-6500	281.18
P18-02579	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech Learning Tools - Michelle Sexton	01-4300-6500	174.02
P18-02580	Pearson Clinical Order Dept.	Speech Testing- GFTA 3 Protocols	01-4300-6500	158.79
P18-02581	CDW-G COMPUTER CENTER	Laptop - Pitts	01-4410-0000	990.85
P18-02582	AMAZON.COM	Games for Speech - Taylor Greenwood	01-4300-0000	83.49
P18-02585	Real OT Solutions	OT workbooks & supplies - Sarah O	01-4300-6500	68.27
P18-02608	SMILEMAKER INC	dental van outreach materials	01-4300-9014	501.09
P18-02609	PLAK SMACKER, INC.	dental van outreach materials	01-4300-9014	343.52
Total Location				52,122.13
Location Purchasing (104)				
P18-02410	PITNEY BOWES INC ATTN: GOVT PURCHASE ORDERS	Postage Meter Rental/Software	01-5630-0000	160.87
			01-5801-0000	135.14
P18-02439	PITNEY BOWES SUPPLIES OPERATIONS	Mailroom Supplies	01-4300-0000	128.81
Total Location				424.82
Location Technology (102)				
P18-02340	VERIZON WIRELESS	iPhone X Bryan Williams 530-682-0539	01-4410-0000	632.49
P18-02368	CDW-G COMPUTER CENTER	Esna Cloudlink	01-5801-0000	15,675.00
P18-02374	AMAZON.COM	Phone Case for Bryan	01-4300-0000	25.35
P18-02381	VERIZON WIRELESS	iPhone X Dan Johl	01-4410-0000	794.86
P18-02382	VERIZON WIRELESS	iPhone X Shelly Adams	01-4410-0000	632.49
P18-02383	AMAZON.COM	Phone case for Dan	01-4300-0000	12.98
P18-02385	AMAZON.COM	Phone Accessories	01-4300-0000	107.65
P18-02518	APPLE COMPUTER INC	Car Charger for Bryan	01-4300-0000	70.31
P18-02554	AMAZON.COM	PC tool repair kit	01-4300-0000	62.76

Includes Purchase Orders dated 01/01/2018 - 02/01/2018

Board Meeting Date February 13, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Technology (102) (continued)				
P18-02592	CDW-G COMPUTER CENTER	Aruba Wireless Access Points	01-4300-0000	49,546.03
P18-02601	AMAZON.COM	Power Strip for Accounting	01-4300-0000	35.22
P18-02604	AMAZON.COM	Wireless Phone Chargers	01-4300-0000	77.91
		Total Location		67,673.05
Location Transportation (69)				
P18-02356	MID VALLEY SOUND	Bus radios	01-4300-0230	726.22
P18-02371	CDW-G COMPUTER CENTER	Admin CPUs	01-4410-0230	3,117.60
P18-02437	MID VALLEY SOUND	Bus radios	01-4300-0230	726.22
P18-02438	MARIN PAINTING	TRANSPORTATION/REPAIRS	01-5641-0230	4,453.37
P18-02577	CAPITOL CLUTCH AND BRAKE INC	TRANSPORTATION/SUPPLIES	01-4364-0230	500.00
		Total Location		9,523.41
Location Warehouse (71)				
P18-02345	HOME DEPOT	Warehouse Stock 2017-18 S.Y.	01-9320-0000	227.03
P18-02361	RISO PRODUCTS OF SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	880.07
P18-02408	ULINE.COM	Warehouse Supply	01-4300-0000	57.88
P18-02409	SCHOOL SPECIALTY ORDER ENTRY	Warehouse Stock 17-18 S.Y.	01-9320-0000	253.31
P18-02586	SOUTHWEST SCHOOL & OFFICE SUPPLY	Whs Stock 17-18 SY	01-9320-0000	1,120.82
P18-02587	HILLYARD - SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	5,582.58
		Total Location		8,121.69
Location Yuba Feather K-6 (29)				
P18-02466	PEARSON CUSTOMER SERVICE	YFS - Response Booklet	01-4300-6500	168.26
P18-02468	CURRICULUM ASSOCIATES	YFS - Quick Word Books	01-4300-6500	62.90
		Total Location		231.16
Location Yuba Gardens Intermediate (39)				
P18-02342	WALKER'S OFFICE SUPPLIES	Office Furniture	01-4300-1100	1,367.21
			01-4410-1100	2,602.93
P18-02369	AMAZON.COM	Office Supplies	01-4300-1100	581.98
P18-02454	AMAZON.COM	MULTI TEACHERS	01-4300-1100	111.42
P18-02479	AMAZON.COM	CLEMENS	01-4300-3010	214.62
P18-02529	Tim's Music	Instrument Repairs	01-5641-0003	1,034.07

Includes Purchase Orders dated 01/01/2018 - 02/01/2018

Board Meeting Date February 13, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Yuba Gardens Intermediate (39) (continued)				
P18-02541	AMAZON.COM	Classroom Novels & Flash Drive	01-4300-0003	202.21
P18-02546	TFD Unlimited, LLC	Earbuds	01-4300-3010	714.45
P18-02588	CDW-G COMPUTER CENTER	Chromebook Carts	01-4410-3010	967.76
P18-02595	AMAZON.COM	Classroom Supplies	01-4300-0003	433.58
Total Number of POs			Total Location	8,230.23
			Total	573,817.09

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	223	417,647.09
09	Chrt Schs	15	13,388.16
12	Child Dev	18	8,231.40
13	Cafeteria	25	134,375.44
73	Fndn Priv	1	175.00
Total			573,817.09

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

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Feb 1 2018 9:08AM

ESCAPE ONLINE

Page 13 of 14

25

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P18-00144	28,000.00	01-5641	Gen Fund/Equip Repa	10,000.00
P18-00149	3,000.00	01-5641	Gen Fund/Equip Repa	1,000.00
P18-00163	28,000.00	01-5641	Gen Fund/Equip Repa	5,000.00
P18-00186	1,000.00	01-4364	Gen Fund/Tools/Part	500.00
P18-00193	6,500.00	01-5641	Gen Fund/Equip Repa	6,000.00
P18-00217	1,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P18-00248	38,000.00	01-5880	Gen Fund/Cont Buses	8,000.00
P18-00637	304.61	01-4300	Gen Fund/Mat&Suppli	4.61
P18-00694	1,000.00	01-4300	Gen Fund/Mat&Suppli	491.08
P18-01034	2,500.00	01-4364	Gen Fund/Tools/Part	500.00
P18-01064	7,500.00	01-4300	Gen Fund/Mat&Suppli	1,500.00
P18-01242	1,074.00	01-4300	Gen Fund/Mat&Suppli	774.00
P18-01372	1,153.93	01-4300	Gen Fund/Mat&Suppli	166.50
P18-01389	86,127.00	13-4717	Cafeteria/FoodPurcSch	1,127.00
P18-01478	311.00	01-4300	Gen Fund/Mat&Suppli	76.86-
P18-01519	68,250.00	01-5890	Gen Fund/Other Serv	3,250.00
		01-6220	Gen Fund/Architect	65,000.00
			Total for P18-01519	68,250.00
P18-02105	2,424.80	01-4410	Gen Fund/Equip NonC	11,684.51-
P18-02170	176.27	01-4300	Gen Fund/Mat&Suppli	14.03-
P18-02212	1,045.32	01-4410	Gen Fund/Equip NonC	41.50
P18-02265	826.90	01-4300	Gen Fund/Mat&Suppli	20.19-
P18-02310	489.31	01-4300	Gen Fund/Mat&Suppli	18.00
P18-02333	305.89	01-4300	Gen Fund/Mat&Suppli	34.88
			Total PO Changes	92,111.98

26



Marysville High School

"Home of the Indians"

12 East 18th Street • Marysville, California 95901

Telephone (916) 741-6180

Fax (916) 741-7828

MJUSD
Personnel Dept.

JAN 19 2018

RECEIVED

January 19, 2018

To: Ramiro Carreon
Superintendent of Personal
Marysville Joint Unified School District

Dear Mr. Carreon,

I am writing this letter to let you, the board and my site administrators know that I will be resigning at the end of this school year. I am looking forward to retirement and travel.

During the past 34 years, I have had the pleasure of working with great students, outstanding teachers and dedicated administrators. I would like to participate in the early retirement incentive program.

Thank you for giving me the opportunity to take part in developing young adults into contributing members of our community.

Sincerely,

Mark T. Martinez
ROP/Wood Shop Teacher
Marysville High School

MJUSD
Personnel Dept

JAN 29 2018

RECEIVED

January 25, 2018

To whom it may concern:

I will be retiring from teaching after the 2017-2018 school year. I have very much appreciated the opportunity to be a part of the Marysville Joint Unified school district and the support you have given me and the music program the past two years. It is time for me to pass the baton on to the next generation. Thank you so much.

Sincerely,



Patrick J. McLain

Received
1/25/18
Dyssen

JAN 18 2018

RECEIVED

January 18, 2018

Tracy Pomeroy
District Coordinator
After School Programs
1919 B Street
Marysville, CA 95901

Dear Mrs. Pomeroy

I am writing to announce my resignation from STARS, effective February 2, 2018.

This was not an easy decision to make. The past three years have been very rewarding. I've enjoyed working for you and with a very successful team. Thank you for the opportunities for growth that you have provided me.

I wish you and STARS all the best. If I can be of any help during the transition, please don't hesitate to ask.

Sincerely,

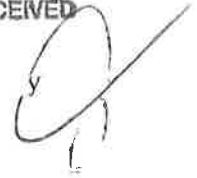


Panouly Lo

JAN 22 2018

Antone R. Sorenson

RECEIVED



January 22, 2018

Mr. Ramiro Carreon
Personnel Services
1919 B Street
Marysville, CA 95901

Dear Mr. Carreon:

I count it a blessing having worked with friends, staff, parents, and students in the Marysville Joint Unified School District.

Please accept my appreciation, Mr. Ramiro Carreon and staff, for all the good you do and your support.

After 36 years of service, I feel it is time to direct my attention in other areas. I wish to participate in the early retirement incentive of healthcare coverage. With the aforementioned incentive, I submit this letter announcing my retirement on March 17, 2018. I am available for volunteer hours.

Sincerely



Antone R. Sorenson

MJUSD
Personnel Dept

JAN 22 2018

RECEIVED

Yvonne Souza

Marysville Joint Unified
1919 B Street
Marysville, CA 95901
Attn: Ramiro Carreón

January 22, 2018

Dear Mr. Carreón,

Due to unforeseen extensive medical issues with my father, I am resigning from my position as a paraprofessional aide at Foothill Intermediate school effective Monday, January 22, 2018. It has been a pleasure to work with the students and staff.

Sincerely,



Yvonne Souza



CONTRACT SERVICES AGREEMENT
Johnson Park Elementary

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered February 13, 2018 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Kader Camp, Inc. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 TERM: This Agreement shall have a term of 2017-2018 school year commencing from 5/22/18 and 5/24/18.

1.3 COMPENSATION:

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

B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **\$1,334.90** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid in the amount of \$1,334.90 when the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

II. PERFORMANCE OF AGREEMENT

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

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

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

III. INSURANCE

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

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

IV. INDEMNIFICATION

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

V. TERMINATION

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

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

CONTRACTOR:
Kader Camp, Inc.
1442 West Colonial Pkwy
Roseville, Ca. 95661

Phone: 916-300-8083
Fax: \none
Email: sami@samikader.com

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

Phone: 749-6114
Fax: 742-0573

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

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

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Michael Hodson, Superintendent

Contractor


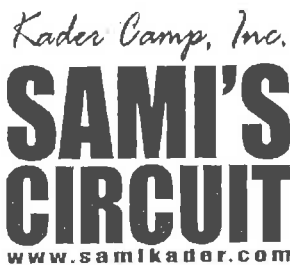
By:  Kader Camp Inc.
Name: Sami Kader
Title: CEO

Exhibit A



Proposal #1117

Date: 11/30/2017

Expiration Date: 06/30/2018

Kader Camp, Inc.
1442 West Colonial Pkwy, Roseville, CA 95661
(916) 300-8083
sami@samikader.com

PROPOSAL FOR:

John Kovach
Johnson Park Elementary School
4364 Lever Ave
Olivehurst, CA 95961

DATE	DESCRIPTION	QTY	RATE	AMOUNT
05/22/2018	Assembly - Travel , Year 1 Assembly	1	600.00	600.00
05/22/2018	Assembly Addt'l - A , Year 1 Assembly - Additional Same-Day	1	200.00	200.00
05/22/2018	Mileage , roundtrip to Olivehurst	70	0.535	37.45
05/24/2018	Circuit , Circuit(s) - Up to 4 in 1 day, 100 participants each (400 participants max)	1	800.00	800.00
05/24/2018	Mileage , roundtrip to Olivehurst	70	0.535	37.45

Special discount off assemblies/circuit.

Sub Total 1,674.90

Discount -340.00

Sales Tax

TOTAL \$1,334.90

BY SIGNING BELOW, I AGREE THAT I HAVE READ AND AGREE TO THE TERMS LISTED IN THIS PROPOSAL:

Signature N/A Date _____

Once we receive your signed proposal, we will confirm booked dates with you. Sami will lead all keynote assemblies, Emcee any speaking events and Family Nights, and will lead, at minimum, one of the Circuit assemblies. Corey Sheefel may lead (at most) one of the Circuit assemblies purchased. Please review the Sami's Circuit Information Packet for setup requirements.

EPILEPSY WARNING: A very small portion of the population have a condition which may cause them to experience epileptic seizures when viewing certain kinds of flashing lights or patterns. Participants in Sami's Circuit will be exposed to flashing lights and should take caution. By purchasing a Sami's Circuit event, you acknowledge that you have read and understand this warning.



California School Boards Association

TIME SENSITIVE, REQUIRES BOARD ACTION
BALLOT DEADLINE: Thursday, March 15, 2018

January 29, 2018

TRANSMITTAL

To: All Board Presidents and Superintendents
CSBA Member Boards of Education

From: Executive Office

Re: Ballot for 2018 CSBA Delegate Assembly Election
U.S. Postmark Deadline – Thursday, March 15, 2018

MJUSD
Supt Office
FEB 01 2018
Received by lm

Enclosed in this mailing you will find the following:

- Memo from CSBA President Mike Walsh
- Info sheet for return envelope U.S. Postmark Deadline – Thursday, March 15, 2018
- Red ballot to be signed by Superintendent or Board Clerk
- List of the current Delegates in your region (reverse side of ballot)
- Copy on white paper of the red ballot and list of current Delegates (on reverse side) for insertion in board packets
- Copy of each candidate's biographical sketch and optional résumé, if provided

Please do not hesitate to contact the Executive Office at (800) 371-4691 if you have any questions.

Thank you.

Enclosures



California School Boards Association

TIME SENSITIVE, REQUIRES BOARD ACTION

BALLOT DEADLINE: Thursday, March 15, 2018

January 29, 2018

MEMORANDUM

To: All Board Presidents and Superintendents
CSBA Member Boards of Education

From: Mike Walsh, President

Re: Ballot for 2018 CSBA Delegate Assembly Election
U.S. Postmark Deadline – Thursday, March 15, 2018

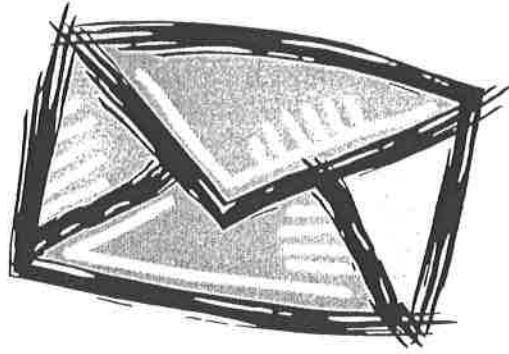
Enclosed is the ballot material for election of a representative to the CSBA Delegate Assembly from your region or subregion. The material consists of the ballot (on red paper), required candidate biographical sketch form, and if submitted, a résumé. In addition, provided is a watermarked “copy” of the ballot on white paper so that it may be included in board agenda packets, if you choose to do so. **Only the completed ballot on red paper is to be returned.**

The board, as a whole, may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies in the region or subregion, the board may vote for up to three individuals. Regardless of the number of vacancies, each board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district’s stationery. Please write **DELEGATE ELECTION** prominently on the envelope with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). **Ballots must be postmarked by the U.S. Post Office on or before Thursday, March 15, 2018. No exceptions are allowed.**

Election results will be available no later than Friday, April 1. If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2018 – March 31, 2020. The next meeting of the Delegate Assembly is on Saturday, May 19 – Sunday, May 20 at the Hyatt Regency in Sacramento.

The names of all Delegates will be available on CSBA’s website no later than Friday, April 1. Please do not hesitate to contact our Executive Office at (800) 371-4691, should you have any questions. Thank you.



- BALLOTS SHOULD BE RETURNED IN THE ENVELOPE PROVIDED BY CSBA
- IF THE ENCLOSED ENVELOPE IS MISPLACED, PLEASE USE YOUR STATIONERY
- ON THE BOTTOM LEFT CORNER OF THE ENVELOPE, WRITE IN THE REGION OR SUBREGION NUMBER (THIS NUMBER APPEARS ON THE TOP OF THE BALLOT)

RETURN TO:

CSBA
DELEGATE ASSEMBLY ELECTIONS
3251 BEACON BLVD.
WEST SACRAMENTO, CA 95691

REQUIRES BOARD ACTION

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **THURSDAY, MARCH 15, 2018**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2018 DELEGATE ASSEMBLY BALLOT
SUBREGION 4-C
(Colusa, Sutter, Yuba Counties)

Number of vacancies: 1 (Vote for no more than 1 candidate)

Delegates will serve two-year terms beginning April 1, 2018 – March 31, 2020

**denotes incumbent*

☐

Jim Flurry (Marysville Joint USD)*

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District

Date of Board Action

46

See reverse side for a current list of all Delegates in your Region.

REGION 4 – 8 Delegates (8 elected)

Director: Paige Stauss (Roseville Joint Union HSD)

Below is a list of all the current Delegates with expired terms from this Region.

Subregion 4-A (Glenn, Tehama)

Rod Thompson (Red Bluff Jt. Union HSD), term expires 2018

Subregion 4-B (Butte)

Judith Peters (Paradise USD), term expires 2019

Subregion 4-C (Colusa, Sutter, Yuba)

Paul Broughton (Yuba City USD), term expires 2019

Jim Flurry (Marysville Joint USD), term expires 2018

Subregion 4-D (Nevada, Placer, Sierra)

Julann Brown (Auburn Union ESD), term expires 2019

Linda Campbell (Nevada Joint Union HSD), term expires 2019

Renee Nash (Eureka Union SD), term expires 2018

County Delegate:

Suzanne Jones (Placer COE), term expires 2018

Counties

Glenn, Tehama (Subregion A)

Butte (Subregion B)

Colusa, Sutter, Yuba (Subregion C)

Nevada, Placer, Sierra (Subregion D)


2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature:  Date: 01-05-18

Name: <u>Jim Flurry</u>	CSBA Region-subregion #: <u>4</u>
District or COE: <u>Marysville Joint Unified School District</u>	Years on board: <u>13</u>
Profession: <u>Retired Educator</u>	Contact Number: (please check <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>530-412-2738</u>
*Primary E-mail: <u>JFLURRY@MJUSD.COM</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>8 Years</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I have been honored to serve as a delegate at CSBA for the past eight years. I take great pride and pleasure in participating in the legislative days with local and state government leaders. In addition, I remain a strong advocate for the enrichment of public education with a devoted track record in education spanning 55 years. A few noteworthy highlights of my career pertain to bringing the classified union operating engineers into our district with two other bus drivers in 1966, my duty as a teacher and administrator at intermediate schools, and finishing my educational career as our local union president prior to my election onto the Marysville Joint Unified School Board (MJUSD) for Area 3 (Olivehurst).

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am still active with the Exchange Club as chairman and member responsibly Accepting the Challenge of Excellence (A.C.E.). I am an excel advisor to both Marysville Charter Academy for the Arts (MCAA) as well as South Lindhurst High School. My tenure stretches thirty years as a dedicated member of our local Linda Lions' Club as service program chairman and service club liason between the Lions' Club and Marysville Joint Unified School District.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

My top priorities: are safer schools, regulated charter schools, state of the art facilities, the present day shortage of teachers, and opulent government funding for the enrichment of our children and their children. These I hope to actively advocate while serving as a member of the delegate assembly.

Marysville Joint Unified School District

Resolution 2017-18/12

**AMEND JOINT EXERCISE OF POWERS AGREEMENT AND BYLAWS
OF
NORTHERN CALIFORNIA SCHOOLS INSURANCE GROUP (NCSIG)**

WHEREAS, the Marysville Joint Unified School District is a Member of Northern California Schools Insurance Group and the NCSIG Board of Directors reviewed and approved the proposed amendment to the Joint Powers Agreement of NCSIG on December 7, 2017; and

WHEREAS; the NCSIG Board of Directors also reviewed and approved the proposed amendment to the Bylaws of NCSIG on December 7, 2017; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Marysville Joint Unified School District hereby approves the Amendments to the NCSIG Joint Exercise of Powers Agreement and the NCSIG Bylaws Amended and Restated dated December 7, 2017.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School on February 13, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF YUBA

I, Gay Todd, Secretary of the Marysville Joint Unified School Board of Trustees, do hereby certify that the foregoing is a full and true resolution adopted by the Board of Trustees at its regular scheduled board meeting on 2/13/18.

Gay Todd
Secretary of Board of Trustees

SUMMARY OF NCSIG BYLAWS CHANGES APPROVED BY THE NCSIG BOARD OF DIRECTORS ON December 7, 2017

The NCSIG Bylaws are subject to review and amendment due to administration and/or environmental changes affecting the JPA.

The last NCSIG Bylaws amendments were approved by the NCSIG Board of Directors at its November 2, 2006 meeting and subsequently approved by the necessary two-thirds of the NCSIG membership.

NCSIG administration has taken the opportunity to update the NCSIG Bylaws to make the content more current and amenable to CAJPA Accreditation requirements.

Change highlights include:

1. Bylaws: Amended and Restated – incorporating old bylaws into new bylaws, utilizing some Northern California ReLiEF (NCR) Bylaw language with permission as a 2017 template.
2. Reformatted and added a Table of Contents.
3. Changed terminology from “group purchasing or self-insuring of liability and property insurance” to read: “joint program for liability and property damage protection.”
4. Removed proxy votes and added alternate board members.
5. Revised to better clarify meetings are held in compliance with Ralph M. Brown Act.
6. Revised Hold Harmless and Indemnification section as recommended by CAJPA Accreditation.
7. Updated “Withdrawal From or Termination of Membership” section including when a member may be involuntarily terminated.
8. Revise effective date of amendments after approved by the NCSIG Board of Directors and 2/3 vote of entire NCSIG membership.
9. Added, deleted and revised Definitions.
10. Added Claims Committee subject to the Brown Act.

**NORTHERN CALIFORNIA SCHOOLS INSURANCE GROUP
JOINT EXERCISE OF POWERS AGREEMENT
TO ESTABLISH, OPERATE, AND MAINTAIN A JOINT PROGRAM FOR
LIABILITY AND PROPERTY DAMAGE PROTECTION**

THIS AGREEMENT is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article 1 (Section 6500, et seq.) of the California Government Code, relating to the joint exercise of powers, between the public educational agencies signatory hereto, and also those which may hereafter become signatory hereto, for the purpose of operating an agency to be known and designated as "Northern California Schools Insurance Group" hereinafter designated as "NCSIG".

WITNESSETH

WHEREAS, it is to the mutual benefit of the parties herein subscribed and in the best public interest of said parties to join together to establish this Joint Powers Agreement to accomplish the purposes hereinafter set forth; and

WHEREAS, the development, organization and implementation of such that it is desirable for aforesaid parties to join together in this Joint Powers Agreement in order to accomplish the purposes hereinafter set forth; and

WHEREAS, the signatories hereto have determined that there is a need, by public educational agencies, for a joint program for liability and property damage protection; and

WHEREAS, it has been determined by such signatories that a joint program for liability and property damage protection is of value on an individual and mutual basis; and

WHEREAS, A joint program for liability and property damage protection can adequately serve the needs of all such signatories; and

WHEREAS, Title 1, Division 7, Chapter 5, Article 1 of the California Government Code authorizes joint exercise by two or more public agencies of any power common to them; and

WHEREAS, it is the desire of the signatories hereto to jointly provide for a joint program for liability and property damage protection for their mutual advantage and concern; and

WHEREAS, it is the desire of the signatories hereto to study and from time to time incorporate other forms of risk management into a joint program such as described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC EDUCATIONAL AGENCIES, each of the parties hereto does agree as follows:

1. CREATION OF THE JOINT POWERS ENTITY

A Joint Powers Entity, separate and apart from the public educational agencies signatory hereto, shall be and is hereby and shall hereafter be designated as the Northern California Schools Insurance Group hereinafter referred to as "NCSIG."

2. FUNCTIONS OF NCSIG

- a) NCSIG is established for the purposes of administering this Agreement, pursuant to the Joint Powers provisions of the California Government Code, and of providing the services and other items necessary and appropriate for the establishment, operation, and maintenance of a joint program for liability and property damage claims against the members of the public educational agencies who are members thereof, and to provide a forum for discussion, study, development and implementation of recommendations which may include mutual interest regarding other joint programs.
- b) The functions of NCSIG are to provide group insurance purchasing and/or self protection of liability and property damage for the members of NCSIG and as such,

to perform, or contract for the performance of the financial administration, policy formulation and safety engineering.

3. **POWERS OF NCSIG**

NCSIG shall have the power and authority to exercise any power common to the public educational agencies which are parties to this Agreement, provided that the same are in furtherance of the functions and objectives of the Agreement as herein set forth. Pursuant to Section 6509 of the California Government Code, the exercise of the aforesaid powers of NCSIG shall be subject to the restrictions upon the manner of exercising such powers by a public educational agency, except as otherwise provided in this Agreement.

4. **TERM OF AGREEMENT**

This Agreement shall become effective on July 1, 1982 at 12:01 A.M. This Agreement shall continue in effect until lawfully terminated as provided herein and in the Bylaws. In the event of a reorganization of one or more of the public educational agencies participating in this Agreement, the successor in interest or successors in interest to the obligations of any such reorganized public educational agency may be substituted as a party or as parties to this Agreement.

5. **BYLAWS**

- a) NCSIG shall be governed pursuant to those certain Bylaws, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, and by such amendments to the Bylaws as may from time to time be adopted. Wherever in this Agreement "Bylaws" are referred to, said Bylaws shall be those set forth in Exhibit "A", and as may be amended. Each party to this Agreement agrees to comply with and be bound by the provisions of said Bylaws and further agrees that NCSIG shall be operated pursuant to this Agreement and said Bylaws.

- b) Procedures for amending the Bylaws shall be as provided in the Bylaws so long as not inconsistent with this Agreement. All amendments must be approved by two-thirds (2/3) vote of the entire membership. The effective date of any amendment will be the first day of the next month following adoption, unless otherwise stated.

6. **MEMBERSHIP IN NCSIG**

- a) Each party to this Agreement must be eligible for membership in NCSIG as defined in the Bylaws and shall become a member of NCSIG on the effective date of this Agreement, except as provided herein below. Each party which becomes a member of NCSIG shall be entitled to the rights and privileges of, and shall be subject to the obligations of, membership as provided in this Agreement and in the Bylaws.
- b) Upon written approval of two-thirds (2/3) of the Board of Directors, any Public Educational Agency approved by the NCSIG Board of Directors, may become a member hereof by executing a copy of this Agreement whereby said Public Educational Agency agrees to comply with the terms of this Agreement and of the Bylaws effective as of the date of such execution.

7. **WITHDRAWAL OR REMOVAL FROM MEMBERSHIP**

- a) Any party of this Agreement which has completed three (3) complete years as a member of NCSIG may voluntarily terminate its membership in NCSIG. Such termination of membership and withdrawal of membership shall become effective subject and according to the conditions, and in the manner and means set forth in the Bylaws.
- b) A member may be involuntarily terminated by NCSIG upon a two-thirds (2/3) of the weighted vote of all the remaining members of the Board of Directors, as

provided by the Bylaws. Such removal from membership shall operate to terminate the Agreement as to such party.

8. TERMINATION OF AGREEMENT

This Agreement may be terminated effective at the end of any fiscal year by the affirmative vote of three-fourths (3/4) of the members of NCSIG; provided, however, that NCSIG and this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of assets, collection of assets, and all other functions necessary to conclude the affairs of NCSIG.

9. DISPOSITION OF PROPERTY AND FUNDS

- a) In the event of the dissolution of NCSIG, the complete rescission, or other final termination of this Agreement by all public educational agencies then a party hereto, any property interest remaining in NCSIG following a discharge of all obligations shall be disposed of as provided by the Bylaws.
- b) In the event a member withdraws from this Agreement, any property interest of that member remaining in NCSIG following discharge of all obligations shall be disposed of as provided by the Bylaws.
- c) "Obligations", as referred to herein, shall include, but not be limited to, all payments required by law, together with all reserves which have been established for the purpose of paying incurred claims together with any legal obligations incurred by NCSIG pursuant to this Agreement.

10. AMENDMENTS

This Agreement may be amended by resolution approved by all parties to this Agreement; provided that if two-thirds (2/3) of the Members of NCSIG agree by

resolution to an amendment, the other parties must also agree to said amendment or they shall be involuntarily terminated as parties to this Agreement as provided by the Bylaws.

11. SEVERABILITY

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

12. LIABILITY

- a) Pursuant to the provisions of Section 895, et seq., of the California Government Code, the members are jointly and severally liable upon any liability which is otherwise imposed by law upon any one of the members or upon NCSIG for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement. If a member of NCSIG is held liable upon any judgement for damages caused by such an act or omission and makes payments in excess of its pro-rata share on such judgment, such member of NCSIG is entitled to contribution from each of the others members that are parties to the Agreement. A member's pro-rata share shall be determined in the same manner as for the disposition of property and funds as provided in the Agreement and the Bylaws
- b) NCSIG may insure itself, to the extent deemed necessary or appropriate by the Board of Directors, against loss, liability, and claims arising out of or connected with this Agreement.

13. ENFORCEMENT

NCSIG is hereby given authority to enforce this Agreement. In the event suit is brought upon this Agreement by NCSIG and judgment is recovered against a member, the

member shall pay all costs incurred by NCSIG including reasonable attorney's fees as fixed by the court.

14. DEFINITIONS

Unless the context requires otherwise, the terms used herein and in the Bylaws shall have the following meanings:

- a) "Board of Directors" shall mean the governing body of NCSIG established by the Bylaws to direct and control NCSIG.
- b) "Contribution" shall mean the amount determined by the Board of Directors as each Member's share of the cost of each Program Year of the Joint Program.
- c) "Joint Program" shall mean the coverage for property and liability claims in excess of the Member's retention pursuant to the terms of NCSIG's coverage documents along with the purchasing of insurance or reinsurance or the setting aside of funds and reserves to pay for a self-insured retention or for losses not covered by insurance or reinsurance of such claims.
- d) "Liability" shall mean comprehensive general liability, property damage liability, automobile liability, personal injury liability, and errors and omissions liability as further defined in the coverage documents.
- e) "Member" shall mean any Public Educational Agency who has been approved by the NCSIG Board of Directors for membership in NCSIG and is bound by the NCSIG JPA Agreement, Bylaws and other program policies which may be amended from time to time.
- f) "Property Damage" shall mean damage to real or personal property owned or held by a member as further defined in the coverage documents.

- g) "Pro-Rata Share" shall mean the ratio of each Member's Contribution in proportion to the total of all Members' Contributions for each Program Year.
- h) "Public Educational Agency" shall include individual school districts, community college districts, Regional Occupational Center or Program, County Superintendent of Schools or Board of Education, Charter Schools sponsored by NCSIG Members, or other Joint Powers Authorities approved by the NCSIG Board of Directors for membership.
- i) "Reserves" shall mean those parts of member contributions held by NCSIG to make future liability and property damage payments as respects to claims that have been incurred but are unpaid.
- j) "Weighted vote" shall mean the votes allocated to the members of NCSIG pursuant to the Bylaws.

APPENDIX A

Attach NCSIG Bylaws

Northern California Schools Insurance Group
BYLAWS

Amended and Restated

December 7, 2017

TABLE OF CONTENTS

ARTICLE I	BOARD OF DIRECTORS	3
ARTICLE II	RULES OF THE BOARD OF DIRECTORS	5
ARTICLE III	OFFICERS	5
ARTICLE IV	EXECUTIVE DIRECTOR	7
ARTICLE V	MEMBERSHIP IN NCSIG	7
ARTICLE VI	FINANCE	8
ARTICLE VII	RECEIPT AND DISBURSEMENT OF FUNDS	9
ARTICLE VIII	INVESTMENT OF FUNDS	9
ARTICLE IX	ACCOUNTS AND RECORDS	9
ARTICLE X	HOLD HARMLESS AND INDEMNIFICATION	10
ARTICLE XI	RISK MANAGEMENT	10
ARTICLE XII	WITHDRAWAL FROM OR TERMINATION OF MEMBERSHIP	11
ARTICLE XIII	DISPOSITION OF PROPERTY AND FUNDS	12
ARTICLE XIV	AMENDMENTS	12
ARTICLE XV	SEVERABILITY	12
ARTICLE XVI	SUBORDINATION	12
ARTICLE XVII	RECORDS RETENTION POLICY	12
ARTICLE XVIII	NOTICES	13
ARTICLE XIX	EFFECTIVE DATE	13
ARTICLE X	DEFINITIONS	13
APPENDIX A	NCSIG PRINCIPAL ADDRESS	15

BYLAWS

NORTHERN CALIFORNIA SCHOOLS INSURANCE GROUP JOINT POWERS AUTHORITY

PREAMBLE

Northern California Schools Insurance Group ("NCSIG") was established pursuant to the terms of a Joint Powers Agreement ("JPA Agreement") by and among its Public Educational Agencies ("PEA") for the purpose of providing the services and other items necessary and appropriate for the establishment, operation, and maintenance of a joint program for liability and property damage protection for the PEA's who are Members ("Members") hereof, and to provide a forum for discussion, study, development, and implementation of recommendations of mutual interest regarding pooled coverage and group purchase insurance and reinsurance programs. Pursuant to the terms of the JPA Agreement, NCSIG has adopted these Bylaws ("Bylaws") to apply to and govern NCSIG and its Members.

ARTICLE I BOARD OF DIRECTORS

- A. A Board of Directors is hereby established to represent the NCSIG membership.
- B. The Board of Directors shall be formed in the following manner. Each California County in which a majority of Public Educational Agencies in that county are members of NCSIG shall have representation on the Board of Directors. Representation from each county shall be on a weighted basis based on each county's combined Average Daily Attendance (ADA). ADA shall be as determined in the NCSIG Underwriting Policy for purposes of rate setting each year. Should a county's ADA change the county to a different size category, the change in number of Directors shall become effective at the beginning of the next fiscal year beginning July 1. Selection of Directors from each county shall be designated by the county's Superintendent of Schools and must be either a school administrator or a designated confidential employee of a member and shall serve at the pleasure of the Members in that county. Each Director shall be entitled to cast one vote in all matters requiring a vote, except in the case of an actual or potential conflict of interest.

Total County ADA		Number of Directors
0 -	7,499	2
7,500 -	24,999	3
25,000 -	Over	4

- C. If a Public Educational Agency is located in a county where the majority of Public Educational Agencies are not members of NCSIG, the size category and number of votes for that Director shall be as shown in the Table below. The Director would be appointed by the Superintendent of the Public Educational Entity with qualifying ADA. All votes allocated to each Director shall be cast together and cannot be split.

Individual Member ADA		Votes Allocated
0 -	4,999	0
5,000 -	7,499	2
7,500 -	24,999	3
25,000 -	Over	4

- D. Each Director shall annually designate an alternate representative from their PEA who is employed as a school administrator or a designated confidential employee that is authorized to act in the event of the absence of the appointed Director. Only the designated Director or alternate may serve on the board.
- E. The Board of Directors shall hold at least one regular meeting each fiscal year. The date, time, and location for each such regular meeting shall be fixed by the Board of Directors, and shall be publicly noticed prior to the meeting. All meetings of the Board of Directors shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Sections 54950, et seq., of the California Government Code), as said Act may be modified by subsequent legislation, and as the same may be augmented by rules of the Board of Directors not inconsistent therewith. The Board may hold additional meetings as determined by the Board and consistent with Brown Act. Except as otherwise provided or permitted by law, all meetings of the Board are open and public. The Board of Directors will cause minutes of its meetings to be kept, and post the true and correct copies of the minutes of such meetings after Board approval.
- F. The principal office for the transaction of business of NCSIG and receipt of all notices is hereby fixed and located as described in Appendix A attached hereto and incorporated herein by reference. The Board of Directors shall have the authority to change the location of the principal office.
- G. The Board of Directors may establish and dissolve operating committees and establish such committees and their operating policies.
- H. The Board of Directors may establish, revise and discontinue policies related to the operation of NCSIG and such approved policies are binding upon the Members unless otherwise specified by policy established by the Board of Directors.
- I. The Board of Directors shall determine Contributions and the method by which Contributions will be paid to NCSIG. The Board of Directors will also provide for additional assessments during the year, if necessary or appropriate, to allow for increased costs and expenses that may occur. The Board of Directors shall insure that a complete and accurate system of accounting of the NCSIG financials are maintained at all times consistent with established auditing standards and accounting procedures.
- J. The Board of Directors shall review coverages that are provided to Members and establish policies and procedures for claims administration.

- K. The Board of Directors shall approve the terms of all related insurance, excess insurance, reinsurance and other agreements, including the terms of coverage, claims services, cost and compensation.
- L. The Board of Directors shall directly or by contract provide for services required to effectively implement all aspects of the Joint Program.
- M. The Board may authorize any Officer or Officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of NCSIG, and such authorization may be general or confined to specific instances. Unless so authorized by the Board of Directors, no Officer, agent or employee shall have any authority to bind NCSIG by any contract or to pledge its credit or to render it liable for any purpose.

ARTICLE II RULES OF THE BOARD OF DIRECTORS

- A. The Board of Directors may establish rules governing its own conduct and procedures and have such expressed or implied authority as is not inconsistent with, or contrary to, the laws of the State of California, these Bylaws, or the Joint Powers Agreement.
- B. A quorum for the transaction of business by the Board of Directors shall consist of a majority weighted vote of the Directors or their alternate. All action shall require the approval of a majority weighted vote of the Directors or their alternate present at the meeting, unless a higher percentage vote is required by the Agreement or these Bylaws.
- C. No one serving on the Board of Directors shall receive any salary or compensation from NCSIG.
- D. The Board of Directors may approve reimbursement for expenses incurred.

ARTICLE III OFFICERS

- A. The principal Officers of NCSIG shall be a President, a Vice President, a Secretary/Auditor-Controller, a Treasurer, and a Finance Chair ("Officers").
- B. Election of Officers:
 - 1. The Officers of NCSIG shall be elected by the weighted vote of the Directors or his/her alternate.
 - 2. The Officers of NCSIG shall serve a term of two years, beginning July 1 of even-numbered years.
 - 3. Elections shall take place at the last regularly scheduled Board of Directors meeting prior to the commencement of even-numbered Program Years. Directors may make nominations of individuals who meet the requirements for the office at the time of election. If such nomination is seconded, the nominated individual shall be a candidate

GH

for that office for which the candidate was nominated. The candidate with the greatest number of weighted votes shall be elected to the office.

4. Any person elected as an Officer may be removed at any time, with or without cause, by a majority of the weighted votes of Directors or their alternate present at the Board meeting.
 5. Officers shall at all times during their term be the designated Director of a Member. In the event an Officer is no longer a designated Director of a Member, then such individual shall no longer be an Officer of NCSIG.
 6. All vacancies arising may be filled at any time by the weighted vote of the Directors or their alternate present at that Board of Directors meeting.
- C. The President will preside at all meetings of NCSIG. The President shall appoint the Finance Chair to serve as a NCSIG Officer and members of committees as necessary or appropriate for carrying on the activities of NCSIG. Committees appointed by the President may hold office beyond the President's term subject to the approval of the new President. The President shall execute documents on behalf of NCSIG as authorized by the Board of Directors and shall serve as the back-up liaison to the JPA Manager between this and any other organization. The President shall have authority to approve demands.
- D. The Vice President shall have such powers and perform such duties as may be prescribed from time to time by the Board of Directors or the President. In the absence or disability of the President, the Vice President shall be vested with all the powers and authorized to perform all the duties of the President. The Vice-President shall also serve as the auditor/controller of NCSIG in the absence of the auditor-controller and shall approve demands.
- E. The Secretary shall be present at all meetings of NCSIG to cause minutes to be kept, to maintain or cause to be maintained all accounting and other financial records of NCSIG, to file all financial reports of NCSIG and perform such other duties as the Board may specify. The Secretary shall also serve as the Auditor/Controller of NCSIG and shall approve demands.
- F. The Treasurer shall be those specified in Sections 6505.5 or 6505.6 of the California Government Code, to cause to be received and safe kept all money coming into the treasury, to comply or cause to be complied with all laws governing the deposit and investment of funds, and to cause to be submitted a quarterly report (Treasurer's Report) to the Board summarizing receipts, disbursements, and fund balances, along with a listing of all investments and other duties as specified by the Board. The Treasurer shall have authority to approve demands.
- G. The Board of Directors may appoint or elect such additional Officers, and assign such duties and authorities, as it determines.
- H. The NCSIG Officers shall comprise the Claims Committee and will be subject to the Ralph M. Brown Act (Sections 54950, et seq., of the California Government Code).

ARTICLE IV EXECUTIVE DIRECTOR

All decisions related to NCSIG shall be made by the Board of Directors. NCSIG may contract with a company with demonstrated expertise and experience to assist NCSIG with the management and operation of NCSIG ("Executive Director").

- A. The Executive Director shall provide employees and/or contractors to act as JPA Manager and Associate JPA Manager(s) to:
1. Monitor the status of NCSIG's programs and operations, losses, administrative and operational costs, service companies' and Servicing Agents performance and report to the Board.
 2. Prepare an annual budget.
 3. Assist the Board in selecting brokers, excess insurance companies or excess insurance Joint Powers Authorities.
 4. Assist the Board in selecting claims administrators, risk control consultants and other program services.
 5. Contract for claims audits and actuarial studies to determine cost allocations.
 6. Perform whatever functions are necessary and within the Executive Director's authority to manage the daily activities of NCSIG.
 7. Conduct the business of NCSIG in a manner consistent with the standards set forth by the California Association of Joint Powers Authorities (CAJPA) for their accreditation program.
- B. NCSIG shall compensate the Executive Director for services to NCSIG in such amount and manner as may be fixed from time-to-time by the Board of Directors. Details respecting compensation, termination, and other employment related matters pertaining to the Executive Director shall be governed by the Bylaws and such terms and conditions as the Board shall set forth in a contract or agreement.

ARTICLE V MEMBERSHIP IN NCSIG

- A. Membership in NCSIG shall be open to any California Public Educational Agency which has been duly approved by the Board of Directors. NCSIG shall provide application forms and establish procedures for their completion and submission for review prior to being approved.

- B. Upon approval, a Public Educational Agency may become a Member of NCSIG by executing a copy of the NCSIG Joint Powers Agreement, whereby said Public Educational Agency agrees to comply with the terms of the NCSIG Joint Powers Agreement and these Bylaws, as the same may from time to time be amended and in effect.
- C. NCSIG may establish special rules and terms for membership as defined in NCSIG Policies.

ARTICLE VI FINANCE

- A. NCSIG shall operate on a fiscal year from July 1st through June 30th.
- B. The Board of Directors shall annually and in accordance with Policy adopt a budget showing each of the purposes for which NCSIG will need money and the estimated amount of money that will be needed for each such purpose for the ensuing fiscal year. A copy of the budget shall be provided to each of the Directors.
- C. Each Member shall pay to NCSIG each fiscal year the annual Contribution as calculated and adopted by the Board of Directors pursuant to the following:
 - 1. Each Member's Contribution shall be based upon such Member's retention, selected coverages, ADA, Total Insured Values and other information relative to providing coverage for the Member including rating factors as established by the NCSIG Underwriting Policy.
 - 2. Contributions are due and payable as established by the NCSIG Delinquent Contribution/Termination of Coverage Policy.
- D. Each Program Year shall be accounted for separately from every other Program Year in regard to the accounting for its assets and Obligations.
 - 1. All Contributions, Obligations, expenditures and disbursements of NCSIG that can be separately and distinctly identified by Program Year shall be accounted for separately by each Program Year.
 - 2. Any revenues, Obligations and expenses that cannot be separately and distinctly identified to a specific Program Year may be allocated among Program Years.
 - 3. Should the total Obligations for a Program Year exceed the total assets of that year, the Members participating in such Program Year may be assessed a Pro-Rata Share of the additional contribution required based on actuarial analysis and approved by the Board of Directors.
 - 4. Net Position Funds may be utilized for the benefit of NCSIG as determined and approved by the Board of Directors, including but not limited to a distribution of any positive net position funds to Members.

5. NCSIG's Contingency Reserve must be met before any positive net position funds are eligible to be returned to the Members.
 6. Any unanticipated non-claim expenditures, not incorporated into the current annual budget, will be assessed against the Members, as determined by the Board of Directors. The assessment, if any, will be added to the Member's subsequent Program Year's Contribution.
- E. Any subrogation recoveries received by NCSIG shall be credited to NCSIG with any remaining balance refunded to the member for any incurred Self Insured Retention.
- F. An account shall be established and maintained to receive monies, pay operating expenses hold reserves and pay claims of NCSIG.

ARTICLE VII RECEIPT AND DISBURSEMENT OF FUNDS

- A. Revenues of NCSIG shall be received at its principal office. The Treasurer shall cause to be safeguarded and invested funds in accordance with NCSIG's current investment policy.
- B. The President, Vice-President, Secretary, Treasurer, Finance Chair, JPA Manager and Associate JPA Managers shall be authorized signatories of NCSIG's checking account. All checks disbursing funds of NCSIG shall be signed as established by action of the Board.
- C. A register of all checks issued since the previous Board meeting shall be provided at each subsequent Board meeting for approval
- D. The JPA Manager shall be authorized to make all expenditures for goods or services without specific approval, to the extent such funds have been included and approved by adoption of the budget or as previously approved by the Board.

ARTICLE VIII INVESTMENT OF FUNDS

NCSIG shall have the power to invest or cause to be invested, in compliance with Section 6509.5 of the California Government Code, such funds as are not necessary for the immediate operation of NCSIG as allowed by Section 53601 of the California Government Code.

ARTICLE IX ACCOUNTS AND RECORDS

- A. NCSIG is strictly accountable for all funds received and disbursed by it and, to that end, NCSIG shall establish and maintain such funds and accounts as may be required by Generally

Accepted Accounting Principles or by any provision of law or any resolution of NCSIG. Books and financial records of NCSIG shall be open to inspection at all reasonable times by representatives of the Members. NCSIG, as soon as practical after the close of each fiscal year, shall give, or cause to be given, a complete written report of all financial activities for such fiscal year to each Member of NCSIG.

- B. The Board of Directors shall make, or contract with a Certified Public Accountant to make, an annual audit of the accounts, records, and financial affairs of NCSIG. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for Special Districts under Section 26909 of the California Government Code and shall conform to Generally Accepted Auditing Standards. When such an audit of accounts and reports is made by a Certified Public Accountant, a report thereof shall be filed within six months of the end of the fiscal year under examination with the State Controller and county auditor. Any costs of the audit, including contracts with, or employment of, Certified Public Accountants in making the audit(s) provided for herein, shall be appropriate administrative charges against the funds of NCSIG.
- C. The Board of Directors shall contract with an independent claims auditor at least every two years to conduct and audit of claims paid by NCSIG and to deliver an audit report to the Board of Directors.

ARTICLE X HOLD HARMLESS AND INDEMNIFICATION

The Board of Directors and the Officers of NCSIG, including former Directors and Officers, shall not be liable to NCSIG, to any Member or Former Member, or to any other person, for actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder as provided by California Government, except in the event of fraud, gross negligence, or intentional misconduct of such director or Officer. NCSIG shall defend and shall indemnify and hold harmless its Directors and Officers, including former Directors and Officers, from any claim, demand, cause of action, and damages arising out of their performance of their duties as such Directors or Officers of NCSIG, to the extent authorized by Government Code Section 995. NCSIG may purchase conventional insurance to protect NCSIG, and its participating Members or Former Members, against any such acts or omissions by its Directors and Officers, including former Directors and Officers.

ARTICLE XI RISK MANAGEMENT

The Board of Directors of NCSIG may adopt recommended minimum standards for risk management/loss control practices. These standards and best practices shall be reviewed by each Member as part of each Member's risk management practices.

ARTICLE XII WITHDRAWAL FROM OR TERMINATION OF MEMBERSHIP

Any Member having completed three complete program years as a Member of NCSIG may withdraw from its status as a Member and party to the Joint Powers Agreement at the end of the fiscal year subject to the following terms and conditions.

- A. Member must submit a written request to NCSIG JPA Manager no later than March 15 of the preceding Program Year.
- B. Termination of participation in future Program years does not relieve the terminated Member of any benefits or obligations of those Program Years in which the Member participated. These obligations including payment of assessments or any other amounts due and payable, and the terminated Member shall participate in all dividends for the Program Years in which the Member participated.
- C. A Member may be involuntarily terminated from membership in NCSIG upon the weighted vote of two-thirds of all the remaining Directors. Such involuntary termination shall become effective at the end of the Program Year in which the action is taken or upon such other date as the Board of Directors may specify, but in no case less than sixty days after notice of involuntary termination is given. As a result of such involuntary termination:
 - a. The incurred claims, incurred but not reported claims, and all Contributions of the terminated Member applicable to Program Years of membership shall stay with NCSIG.
 - b. The terminated Member shall continue to participate in each of the Program Years for which the agency was a Member.
 - c. The terminated Member shall continue to be bound by the JPA Agreement and the Bylaws for the Program Years during which such agency was a Member.
- D. Grounds for involuntary termination include, but are not limited to, the following:
 - a. Failure or refusal to abide by the JPA Agreement or Bylaws;
 - b. Failure or refusal of a Member to abide by an amendment of the JPA Agreement or Bylaws which has been adopted by the Board of Directors or by the Members of NCSIG as provided in the Agreement or these Bylaws;
 - c. Failure or refusal to pay Contributions or assessments to NCSIG as provided in the Agreement or Bylaws;
 - d. Failure to comply with risk management or safety programs implemented by NCSIG; or
 - e. Failure of a Member to disclose a material fact to NCSIG or its JPA Manager.

**ARTICLE XIII
DISPOSITION OF PROPERTY AND FUNDS**

Upon termination of the JPA Agreement, all assets of NCSIG shall be distributed only among the parties that have been participants in the Program, including any of those parties which previously withdrew pursuant to the JPA Agreement, in and proportionate to their Deposit Premiums and Assessments paid during the term of the JPA Agreement. The Board of Directors shall determine such distribution within six months after the last pending claim or loss covered by this JPA Agreement has been finally resolved and there is a reasonable expectation that no new claims will be filed.

The Board is vested with all powers of NCSIG for the purpose of concluding and dissolving the business affairs of NCSIG. These powers shall include the power to require Members, including those which were participants at the time the claim arose or at the time the loss was incurred, to pay their share of any assessments deemed necessary by the Board for final disposition of all claims and losses covered by the JPA Agreement for any program year.

**ARTICLE XIV
AMENDMENTS**

- A. Amendment to these Bylaws may be proposed by any Member of NCSIG.
- B. All amendments to these Bylaws must be approved by a two-thirds (2/3) weighted vote of the members of NCSIG Board of Directors, followed by a 2/3 vote of the entire membership. The effective date of any amendment will be on the first day of the next month following adoption, unless otherwise stated.

**ARTICLE XV
SEVERABILITY**

Should any portion, term, condition or provision of these Bylaws be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

**ARTICLE XVI
SUBORDINATION**

Should any portion, term, condition or provision of these Bylaws be in conflict with the JPA Agreement, the terms of the Bylaws will be subordinate to the JPA Agreement.

**ARTICLE XVII
RECORDS RETENTION POLICY**

NCSIG's records will be retained in accordance with the policy adopted by the Board of Directors.

ARTICLE XVIII NOTICES

- A. Notices to NCSIG shall be in writing and delivered to NCSIG.
- B. Notices to Members shall be in writing and delivered to the Member.
- C. Reportable claims against Members shall be reported to the Member's Servicing Agent and/or the NCSIG Claims Administrator.

ARTICLE XIX EFFECTIVE DATE

The effective date of any amendment will be the first day of the next month following adoption, unless otherwise stated.

ARTICLE XX DEFINITIONS

The terms in these Bylaws shall be as defined herein and in the JPA Agreement creating the Northern California Schools Insurance Group, unless otherwise specified herein.

- A. "Associate JPA Manager" shall be an alternate JPA Manager in the event of a conflict of interest with the JPA Manager, in the absence of the JPA Manager, or for other duties as outlined in NCSIG documents, and will be subject to the direction and control of the Board and Executive Director.
- B. "Board" or "Board of Directors" shall mean the governing body of NCSIG as determined in Article I of the Bylaws.
- C. "Contribution" shall mean the amount determined by the Board of Directors as each Member's share of the cost of each Program Year of the Joint Program.
- D. "Contingency Fund" shall mean the excess by which NCSIG's assets exceed the Obligations for all the Program Years measured at a point in time as determined by the Board of Directors.
- E. "Director" shall be the person(s) appointed to the Board of Directors as provided for in this agreement. The Director shall have the authority to bind the Members on any and all matters relating to the business of NCSIG.
- F. "Excess Insurance" shall mean that insurance purchased by NCSIG either through other Joint Powers Authorities or through commercial insurance companies to cover losses in excess of NCSIG's pooled limits.

- G. "Executive Director" shall be the entity engaged by NCSIG under written contract for the day-to-day administration, management, and operation of NCSIG's programs of risk management and will be subject to the direction and control of the Board.
- H. "JPA Agreement" shall mean the Joint Powers Agreement creating the Northern California Schools Insurance Group.
- I. "JPA Manager" shall be the person (employee or contractor) of the Executive Director responsible for the day-to-day administration, management, and operation of NCSIG's programs of risk management and will be subject to the direction and control of the Board and Executive Director.
- J. "Joint Program" shall mean the coverage for property and liability claims in excess of the Member's retention pursuant to NCSIG's coverage documents along with the purchasing of insurance or reinsurance or the setting aside of funds and reserves to pay for a self-insured retention or for losses not covered by insurance or reinsurance of such claims.
- K. "Servicing Agent" shall be the person or entity designated by the Members to act on their behalf in providing insurance services as determined by the Servicing Agent Policy.
- L. "Member" shall mean any Public Educational Agency who has been approved by the NCSIG Board of Directors for membership in NCSIG and is bound by the NCSIG JPA Agreement, Bylaws and other program policies which may be amended from time to time.
- M. "NCSIG" shall mean the Northern California Schools Insurance Group.
- N. "Obligations" shall mean to include, but not limited to, all payments required by law together with any other legal obligations incurred or potentially payable by NCSIG pursuant to the JPA Agreement or these Bylaws.
- O. "Program Year" shall mean one year of the Joint Program separate from each and every other Program Year and shall operate on fiscal year from July 1st through June 30th, or as otherwise determined by the Board of Directors.
- P. "Pro-Rata Share" shall mean the ratio of each Member's Contribution in proportion to the total of all Members' Contributions for each Program Year.
- Q. "Public Educational Agency" shall include individual school districts, community college districts, Regional Occupational Center or Program, County Superintendent of Schools or Board of Education, Charter Schools sponsored by NCSIG Members, or other Joint Powers Authorities approved by the NCSIG Board of Directors for membership.
- R. "Subrogation" shall mean the recovery of payments which NCSIG has made on behalf of a Member.

APPENDIX "A"

The principal address of the Northern California Schools Insurance Group (NCSIG) for the transaction of business and receipt of all notices shall be:

EXECUTIVE DIRECTOR
NORTHERN CALIFORNIA SCHOOLS INSURANCE GROUP
310 HEMSTED DRIVE, SUITE 200
REDDING, CA 96002



Project Authorization No.: 80
Date of Project Authorization: February 13, 2018
District Program No: TBD
Architect's Project No.: 2018-TBD

This Project Authorization is issued pursuant to the "Architectural Services Agreement – Master Agreement", dated 10th of February, 2015 by and between the Marysville Joint Unified School District and Rainforth ■ Grau ■ Architects (hereinafter referred to as the 'Agreement'), and is considered as an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize Rainforth ■ Grau ■ Architects (hereinafter referred to as the 'ARCHITECT') to provide professional services on the following project:

1. PROJECT DESCRIPTION

- 1.1 Name: Ag Mechanics Modernization
1.2 Location(s): Marysville High School

2. SCOPE OF WORK / BUDGET / SCHEDULE


- 2.1 Work Statement: There is a need to house an Ag Mechanics Lab on the Marysville High School Campus. The existing Auto Shop on campus is no longer in use and has been identified as the new location for this program. The existing Auto Shop is 104'x48'. The new Lab being proposed will utilize 80'x48' with the last bay 24'x48' remaining as a storage area.

Scope of Work:

This is a multi-phase scope of work of which this proposal is only addressing the first phase that includes modernizing the classroom and lab in the existing 3,840 SF building area:

- a. Classroom for 22 students
- b. Technology in the classroom will include a laptop cart and wireless access, projector and projection screen
- c. All the proposed Lab equipment will be planned, allowing for future installations
- d. Phase one Owner Furnished Contractor Installed Equipment.
 - 1) Safety Equipment
 - 2) Compressor
 - 3) Eight Welding Booths
 - 4) Eight 211 Welders
 - 5) Six Maxstar 161
 - 6) Two Dyansty 210
 - 7) One Milleromatic 350P
 - 8) Phase I Equipment purchase budget \$105,000

Business Services Department

Approval: 

Date: 2/2/18

75

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

- e. Welding booth ventilation
- f. Window replacement
- g. HVAC in the classroom. Gas heat and evaporative cooling in the lab
- h. Roll up door replacement
- i. Remove auto lifts
- j. Outdoor yard storage
- k. ADA accessible restrooms
- l. ADA accessible path of travel
- m. Based on current information available we are anticipating abatement in glazing and GWB. District to provide report.

As part of our base fee we will include detailed cost estimating. One cost estimate will be provided: at the completion of construction documents.

2.2 Initial Construction Budget: \$1,500,000

2.3 Preliminary Schedule Milestones:

4/20/18 – RGA to provide 85% CDs for District Review
5/09/18 – DSA submittal
4/23/18 through 5/4/18 – District review
5/18/18 – RGA to revise drawings per District comments
5/21/18 – DSA submittal
8/21/18 – DSA approval
8-27-18 – Starting bidding process
9/27/18 – Bid Opening
11/11/18 – Notice to Proceed issued to Contractor
May 2019 – Project Completion

3. ARCHITECT'S SERVICES & CONSULTANTS

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

<input type="checkbox"/>	Pre-Design
<input type="checkbox"/>	Site Analysis
<input checked="" type="checkbox"/>	Schematic Design
<input checked="" type="checkbox"/>	Design Development
<input checked="" type="checkbox"/>	Construction Documents
<input checked="" type="checkbox"/>	Bidding and/or Negotiation
<input checked="" type="checkbox"/>	Construction Administration
<input checked="" type="checkbox"/>	Post-Construction
<input checked="" type="checkbox"/>	Commissioning

3.2 The Architect shall provide the following consultant services as part of the base fee:

<input type="checkbox"/>	Civil Engineer
<input checked="" type="checkbox"/>	Structural Engineer
<input checked="" type="checkbox"/>	Mechanical/Plumbing Engineer
<input checked="" type="checkbox"/>	Electrical Engineer
<input checked="" type="checkbox"/>	Cost Estimating
<input type="checkbox"/>	Food Service Consultant

3.3 The Architect shall provide the following consultant services as additional fee (fee basis to be identified herein):

<input type="checkbox"/>	Theater Consultant
<input type="checkbox"/>	Audio/Visual Consultant

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Acoustic Engineer/Designer
Traffic Engineer
Pool Consultant

4. ARCHITECT'S COMPENSATION

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

- 4.1 The ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.
- 4.2 The DISTRICT shall compensate the ARCHITECT in accordance with the Agreement and this Authorization.
 - 4.2.1 For Architect's Services, compensation shall be computed as follows:
Stipulated Sum: Compensation as a Stipulated Sum shall be \$150,000
 - 4.2.2 For Additional Services, compensation shall be determined per the Agreement.
 - 4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement.
 - 4.2.4 The ARCHITECT'S Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated in the project schedule.

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

- 5.1 The ARCHITECT shall be paid additional fee for the following services:

If DSA close-out services are requested or needed for uncertified buildings we will provide this service on a T&M basis.
- 5.2 Special provisions for this project include:

Proposal and fee is based on normal structural reinforcing and capacity of existing utilities to service new systems. Extensive upgrades to structural systems of utility serviced will be considered additional services. This cannot be determined until the conclusion of schematic design

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

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

Rainforth ■ Grau ■ Architects
A Professional Corporation
2407 J Street, Suite 300
Sacramento, CA 95816

Michael R. Hodson
Assistant Superintendent of Business Services



Timothy R. DeWitt, C-23405
Principal Architect

Date: _____

Date: 1-31-18