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Olivehurst Elementary
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Presentation to the Board of Trustees
4/24/2018

This has been a year of both transition and foundation building for Olivehurst staff and families. With the addition of a new principal, three new office staff members and two new teachers, creating community and building positive relationships was a vital focus all year. To do this we concentrated on three key areas: School Culture, Professional Development and Communication.

SCHOOL CULTURE

With all of the changes to our school over the last few years, building culture was needed. A successful school is built upon its culture and the history of Olivehurst Elementary has been shaped by strong community roots. We wanted to build our school culture foundation on “community” and all of our efforts have emphasized this. We begin everyday with a Morning Walk around our playground, a practice open to staff, students and families. This helps promote a healthy lifestyle and a sense of community. Throughout the day, our staff is focused on recognizing students for their Positive Behaviors. Our training in PBIS has empowered staff and parents to look for the positives, as well as teaching students to make positive choices and manage their own behavior. Students are rewarded through weekly drawings and monthly assemblies, where parents are invited to attend. We have averaged over 100 families at our assemblies this year

As a result, the number of discipline referrals have been cut drastically. Most significant, our days of suspension have dropped from an average of 150 days a year to only 8 days this year. We believe all students will be more successful at Olivehurst so we want them here all of the time!

Another foundational aspect of our school culture and identity is our School Garden. The Olivehurst garden is a metaphor for the work taking place around campus. Just as seeds are nurtured and grown, so are the hopes and dreams of our students. Our staff tend to our students’ needs and provide the nutrients vital for growth. The garden is a place where the growth of each plant is valued, just like Olivehurst!

PROFESSIONAL DEVELOPMENT

Another factor in building school culture is improving our student’s academic achievement. A key part of this is improving our teachers’ abilities to meet the academic needs of each student. As student achievement improves so does student behavior, the two go hand in hand. Again, we promoted positive behavior, so traits like perseverance, critical thinking, and focus are grown in

academic settings. Not only does this reduce the negative behaviors, but it also empowers students and prepares them to be more college and career ready.

We focused on providing Professional Development designed to help each grade level work together as a collaborative team. Utilizing training on Professional Learning Communities and embracing our monthly Collaboration Days, teachers have improved in identifying each child's areas of growth and then collectively worked to design an intervention plan for achievement. Our Learning Center has effectively modeled this practice with our students with disabilities. They have also helped grade-level teams improve their ability to group students and provide intervention based on their diverse needs. We will continue to grow this practice within our grade-level teams through our PLC Collaboration efforts. Additionally, we had four teachers attend a training conference last summer and hope to have ten more attend this summer. Our goal is to have all teachers attend formal training by the end of next summer.

As a result, we have seen average reading levels grow consistently in all grade levels. Most exceptionally, our 5th grade students have already made nearly a year's worth of growth, and there's still two months left in the school year!

COMMUNICATION

To help facilitate our school culture building efforts we needed to improve our communication practices both within the school and from school to home. Primarily this revolved around the ability to message information in a way that helped empower people to be active participants in our school community. The goal was to provide more than just dates and announcements and instead, connect with people philosophically and emotionally. As a result, we instituted weekly Staff Newsletters and monthly Parent Newsletters that always include a personal message in addition to the "nuts & bolts." Parents are encouraged to take an active role in their student's education. I believe our parents are learning more about "what" their children are learning but also "why" it's important. Parents are being included in the process from the beginning and I feel we are creating a school family within our classrooms as well. Additionally, we have created a Facebook page where information is shared weekly. We will also be improving our website next year and incorporating the same concepts.

We believe Olivehurst Elementary is a place where ALL STUDENTS WILL BE SUCCESSFUL! We would like to thank our Board of Trustees, Superintendent and District Office staff for helping us make this belief a reality!

Thank You,



Richard Sullivan
Principal



CONTRACT SERVICES AGREEMENT
Educational Services – Learning By Design, LLC

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into on 4/24/2018 (hereinafter, the “Effective Date”), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”) and Maria Nielsen with Learning by Design, LCC (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** commencing on June 15, 2018

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 **FIVE THOUSAND DOLLARS AND NO CENTS (\$5,000.00)** (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR’s performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

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

unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

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

represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

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

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

Learning By Design, LLC
213 South 400 East
Hyrum, UT. 84319

Phone: 435-994-0887

Fax:

Email: marianielsenplc@gmail.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.

6.17 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: _____

Mike Hodson
Assistant Superintendent of Business Services

Contractor

By: Maria Nielsen 04/12/18

Name: Maria Nielsen

Title: Owner

Exhibit A

Page 10 of 11

Deliverables Oriented Template – Non Pro Svc

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Scope of Work

Maria Nielsen of Learning By Design, LLC will provide one full day of professional development on June 15, 2018 for High School certificated staff that teach History, Social Science, Science and Math. Certificated staff will discuss and cover the topic of standards (Boulders, Rocks, and Butterflies).

Date is subject to change based on need.

**Solution Tree, Inc.
Purchase Agreement**

Effective April 24, 2018, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Marysville Joint Unified School District ("Customer") located at 4446 Olive Ave Olivehurst, CA US 95961 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$6,500.00
Total	\$6,500.00

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the Onsite Professional Development amount will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

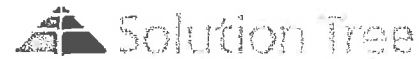
Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$1,300.00	Upon execution of Agreement
Onsite Professional Development	\$5,200.00	June 11, 2018

3. **Onsite Professional Development**

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Maria Nielsen ("Associate"), to disseminate information for Customer on the topic of *PLC at Work™* on June 11, 2018.
- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. **General Terms**

- 4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to




entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

- 4.2. **Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.
- 4.3. **Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.
- a. **Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.
- 4.4. **Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

Mike Hodson
Assistant Superintendent of Business Services
Marysville Joint Unified School District

Date



Ali Cummins
Associate Director of Professional Development
Solution Tree, Inc.

4/11/18

Date

Please email this Agreement to John Kim at John.Kim@SolutionTree.com or fax to 866 308 3135.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: Lennie Tate
Title: Executive Director of Educational Services
Phone: 530-749-6902
Email: Ltate@mijusd.com
Cell #: _____
Fax: 530-741-7893

Who will receive and pay the invoices?

Contact: Ang Hale
Title: Administrative Secretary III
Phone: 530-749-6159
Email: ahale@mijusd.com
Fax: 530-741-7893

Solution Tree, Inc.
Purchase Agreement

Effective April 24, 2018, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Marysville Joint Unified School District ("Customer") located at 4446 Olive Ave Olivehurst, CA US 95961 agree as follows:

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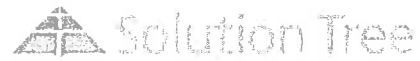
Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$1,300.00	Upon execution of Agreement
Onsite Professional Development	\$5,200.00	August 8, 2018

3. **Onsite Professional Development**

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Maria Nielsen ("Associate"), to disseminate information for Customer on the topic of *PLC at Work™* on August 8, 2018.
- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. **General Terms**

- 4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to



entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

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a. Onsite Professional Development: If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.

4.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

Mike Hodson
Assistant Superintendent of Business Services
Marysville Joint Unified School District

Date



Ali Cummins
Associate Director of Professional Development
Solution Tree, Inc



Date

Please email this Agreement to John Kim at John.Kim@SolutionTree.com or fax to 866.308.3135.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: Lennie Tate
Title: Executive Director of Educational Services
Phone: 530-749-6902
Email: Hate@mjUSD.com
Cell #: _____
Fax: 530-741-7893

Who will receive and pay the invoices?

Contact: Ang Hale
Title: Administrative Secretary III
Phone: 530-749-6159
Email: ahale@mjUSD.com
Fax: 530-741-7893

YUBA COUNTY PLAN FOR PROVIDING EDUCATIONAL SERVICES TO EXPELLED YOUTH

APPROVED BY THE
YUBA COUNTY BOARD OF EDUCATION

Original approved June 3, 1996

DRAFT Updated April, 2018
Update Approved June 2018

Yuba County Office of Education
Francisco Reveles, Ed.D.

County Superintendent of Schools

OVERVIEW

Education Code 48926 requires a countywide plan, which shall include the following provisions:

- a. Enumerate existing educational alternatives for expelled youth
- b. Identify gaps in educational services to expelled pupils
- c. Identify strategies for filling those gaps in services
- d. Identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Educational programs within Yuba County provide a variety of opportunities for students who are in need of traditional and/or alternative education programs. Local school districts offer a broad spectrum of program options within their respective schools. The Yuba County Office of Education operates a County Community School.

Early intervention strategies on comprehensive school sites, alternative programs on and off comprehensive school sites, and/or referral to the Yuba County Office of Education program respond to student diversity and community needs providing opportunity for academic success for all kindergarten-twelfth grade public school students living in Yuba County.

Each district provides a comprehensive system of intervention strategies which include, but are not limited to, Positive Behavior Intervention Support (PBIS), counseling, student study teams, academic and emotional assessments, parent trainings, in-school suspensions, off-campus suspensions, Special Education Services, after school activities, and student/parent/school contracts.

There are students whose behavior constitutes grounds for discipline and possible referral for expulsion from school. The District may, and in some cases is required to, recommend expulsion to the Governing Board for those students whose behavior endangers other students and/or staff. In addition, each district and the County Office of Education participate with law enforcement agencies to provide Probation Officers and/or Student Resource Officers on some school campuses throughout the county. These officers act as intervention specialists to work with student behavior to avoid suspension and expulsion.

The Yuba County Office of Education, the local school districts, local law enforcement agencies and the Yuba County Probation Office have entered into a variety of agreements in which partnerships between the organizations supply a network of support for students at-risk of truancy, expulsion, and in violation of the law. Through this referral system, all students are guaranteed school placement at all times.

Each student whose behavior has resulted in expulsion is given a Rehabilitation Plan that is designed by the district explaining the conditions the expelled student must meet in order to return to the district. The rehabilitation plan may involve one or more of the options outlined. A student who is simply in need of an educational alternative may also access Alternative Education programs throughout the county with a district and/or county referral process.

Education Code 48926

Each County Superintendent of Schools in counties that operate community schools pursuant to Section 1980, in conjunction with superintendents of the school districts within the county, shall develop a plan for providing education services to all expelled pupils in that county. The plan shall be adopted by the governing board of each school district within the county and by the county board of education.

The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and identify strategies for filling those service gaps. The plan shall also identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Each county superintendent of schools, in conjunction with the superintendents of the school districts, shall submit to the Superintendent of Public Instruction the county plan for providing educational services to all expelled pupils in the county no later than June 30, 1997, and shall submit a triennial update to the plan to the Superintendent of Public Instruction, including the outcome data pursuant to Section 48916.1, on June 30th thereafter.

Education Code 48916.1

At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an education program is provided to the pupil who is subject to the expulsion order for the period of the expulsion. Except for pupils expelled pursuant to subdivision (d) of Section 48915, the governing board of a school district is required to implement the provisions of this section only to the extent funds are appropriated for this purpose in the annual Budget Act or other legislation, or both.

(a) Notwithstanding any other provision of law, any educational program provided

pursuant to subdivision (a) may be operated by the school district, the county superintendent of schools, or a consortium of districts or in joint agreement with the county superintendent of schools.

(b) Any educational program provided pursuant to subdivision (b) may not be situated within or on the grounds of the school from which the pupil was expelled.

(c) If the pupil who is subject to the expulsion order was expelled from any of kindergarten or grades 1 to 6, inclusive, the education program provided pursuant to subdivision (b) may not be combined or merged with educational programs offered to pupils in any of the grades 7 to 12, inclusive. The district or county program is the only program required to be provided to expelled pupils as determined by the governing board of the school district. This subdivision, as it relates to the separation of pupils by grade levels, does not apply to community day schools offering instruction in any of kindergarten and grades 1 to 8, inclusive, and established in accordance with Section 48660.

(d) (1) Each school district shall maintain the following data:

- A. The number of pupils recommended for expulsion.
- B. The grounds for each recommended expulsion.
- C. Whether the pupil was subsequently expelled.
- D. (D) Whether the expulsion order was suspended.
- E. The type of referral made after the expulsion.
- F. The disposition of the pupil after the end of the period of expulsion.

(2) The Superintendent may require a school district to report this data as part of the coordinated compliance review. If a school district does not report outcome data as required by this subdivision, the Superintendent may not apportion any further money to the school district pursuant to Section 48664 until the school district is in compliance with this subdivision. Before withholding the apportionment of funds to a school district pursuant to this subdivision, the Superintendent shall give written notice to the governing board of the school district that the school district has failed to report the data required by paragraph (1) and that the school district has 30 calendar days from the date of the written notice of noncompliance to report the requested data and thereby avoid the withholding of the apportionment of funds.

(f) If the county superintendent of schools is unable for any reason to serve the expelled pupils of a school district within the county, the governing board of that school district may enter into an agreement with a county superintendent of schools in another county to provide education services for the district's expelled pupils.

EXISTING COUNTY AND DISTRICT ALTERNATIVES FOR EXPELLED STUDENTS

Students who are expelled will be referred to an educational program deemed appropriate by the district of residency. The district continues to maintain responsibility for developing a Rehabilitation Plan for the student and ensuring that an educational program is provided. Students that are not successful in the expulsion placement will be referred back to their school district of residency.

The governing board of each school district will determine which educational alternatives are appropriate and available. Educational alternatives throughout Yuba County for students recommended for expulsion include, but are not limited to the following options:

1. Expulsion, suspended order, with placement on the same school campus.
2. Expulsion, suspended order, with placement on a different school campus within the district.
3. Expulsion, suspended order, with placement in District Independent Study, if the parent consents.
4. Expulsion, suspended order, with subsequent transfer to another district.
5. Expulsion with referral to a District Community Day School program, if available.
6. Expulsion with subsequent transfer to another district.
7. Expulsion with referral to the Yuba County Office of Education Community School program.

YUBA COUNTY OFFICE OF EDUCATION

The Yuba County Community School maintains a standing policy of accepting students who have been expelled by their district of residence providing there is space available. Expelled students who are referred to the Yuba County Office of Education Community School will have an Individual Learning Plan developed by a Student Study Team (SST). The SST will be comprised of the student, parents, and both the referring and receiving school staff.

Part of this plan may include a goal of returning to the district of residence. Each district is responsible to provide each student with a district expulsion plan clearly defining what the student must do before returning to the District.

Expelled students who fail to meet the terms and conditions of their rehabilitation plan after their expulsion is over, may continue to be enrolled in their alternative education program. Students can continue in those programs until accepted back into their district or until they graduate.

Thomas E. Mathews Community School meets the challenging needs of those identified as the most at risk students in the county through a variety of specialized programs including:

- a. Classroom based seat time or independent study programs.
- b. Full time Probation Officer on site.
- c. Mental Health Counselor on site.
- d. Small class sizes.
- e. High teacher/staff to student ratio.

- f. Career Technical Education courses on site.
- g. Character-based Literacy - a character education and language arts integrated project, which promotes positive school practices by which students become good people, good citizens.
- h. PBIS (Positive Behavior Interventions and Supports) – a research-based, interactive school-wide approach that focuses on positive behavior outcomes, practices and systems within the school community.
- i. Restorative Justice Practices - the practice of shifting traditional discipline to a focus of the harm caused and how to restore relationships.
- j. Reconnecting Youth - A course that increases student involvement in healthy social activities and engages them in activities that increase bonding to their school.
- k. OdysseyWare Credit Recovery- web-based program to earn credits toward returning to school of origin on track to graduate with a high school diploma.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

In an effort to keep students from expulsion, many steps are taken in addressing and correcting behaviors which will, ultimately, lead to a student being expelled:

- PBIS- The MJUSD has allotted funding for a PBIS coordinator and additional funding for the Professional Development component
 - Counselors at the school sites- Mental Health Clinician, 2.4 FTE Intermediate School Counselors, 8 FTE High School Counselors and 1.6 FTE Alternative Education Counselors.
 - Saturday School- in lieu of suspension (which is another step before reaching the expulsion point)
 - Progressive Discipline
 - School Site Contracts
 - Suspended Expulsion Contract option
 - Selected professional speakers and assemblies
 - Every 15 Minutes program at the High Schools

Marysville Community Day School provides the following for students who are on expulsion, on SARB referrals or students in need of a smaller environment for social anxiety or credit repair purposes:

- Enforcement of District anti-bullying policies
- PBIS practices
- Drug and substance free environment.
- Bi-monthly Drug Dog visits.
- District Wellness Policy enforcement
- School safety programs, including "Stand for the Silent" and Tobacco education
- Small class sizes.
- Life Skills counseling sessions for 7-12th graders.
- Group and individual counseling opportunities.
- On site School Psychologist (part time)
- On site School Counselor

- Credit Recovery opportunities.

Students enrolled are involved in direct and targeted instruction at grade level. By maintaining high expectations for our students, we find success for them academically, socially and physically.

WHEATLAND UNION HIGH SCHOOL DISTRICT

Wheatland Union High School has several interventions in place to reach students before they face expulsion.

We have built, and believe in a philosophy known as "Honoring the Code." The Pirate Code is an acronym that stands for Perseverance, Integrity, Respect, Attitude, Teamwork, Excellence, and Scholarship. Students who are identified by staff as embodying any of these characteristics during the school day or at a school activity, are given a Code Card. Code Cards earn student benefits such as giveaways and early release to lunch.

WUHS uses several Restorative Justice Practices including mediation sessions and reintegration strategies following a suspension.

Finally, WUHS is a functioning Professional Learning Community with a 30 minute, in-day intervention period twice a week. During intervention, students can see the teacher of their choice for individualized tutoring and/or extra help.

Wheatland Union High School District offers 7th through 12th grade expelled student's placement in a community day school.

WHEATLAND SCHOOL DISTRICT

Wheatland School District is working proactively to prevent disciplinary actions that may result in suspension or expulsion. We have counseling services and a family resource center available at all of our sites. We have fully implemented the Renaissance Program to recognize students for their academics, their positive behavior and their attendance. The program focuses on students that improve in all those areas. We have merit trips at our middle schools that also is a reward for positive behavior. The school district has had some trainings in restorative justice and we are focus on changing behaviors not just giving a consequence. We have conflict resolution sessions, social skills groups, teach classroom lessons on social issues, and offer individual and group counseling for students in distress. We effectively and openly communicate with parents to make sure we can work together as a team to foster positive growth in the students and their behaviors.

The Wheatland School District refers students (6-8th grade) with stayed expulsions to their Opportunity Classroom located at the Bear River Intermediate School. Expelled students are referred to Wheatland High School's Community Day School.

CAMPTONVILLE UNION ELEMENTARY SCHOOL DISTRICT

CUESD employs a variety of programs to support keeping students in school by preventing disciplinary actions that may result in suspension or expulsion. All certificated and instructional staff have been trained in the Responsive Classroom approach. This teaching and learning philosophy is formed around the following concepts: engaging academics, a positive school community, effective classroom management, and developmentally responsive teaching. Our staff is trained on the practice that how children learn is as important as what they learn and knowing the children we teach and their families is as important as knowing the content we teach. Teaching problem solving skills and the use of logical consequences as well as "fixing what you have broken" has replaced punitive consequences for most instances. CUESD regularly communicates with parents to report both the positive and issues of concern regarding students. Educators, administrators, and parents work as a team to support students who make dangerous and disruptive choices. When necessary, SST meetings are held to address student behaviors that interfere with the learning of self or others. Self-reflection, awareness and regulation skills are taught in grades K-8 and CUESD has been using the Second Step Curriculum in grades K-5 for over a decade. Counseling services are available and the district has also implemented an online bullying response system that allows students/parents to report bullying anonymously. Due to their significantly remote location, Camptonville Union School District refers students to YCOE programs, or enters into agreement with districts in contiguous counties due to close geographic proximity.

PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT

Plumas Lake Elementary School District refers students to the Yuba County Community School, Thomas E. Mathews, or a district Independent Study program. PLESD has implemented a variety of programs that facilitate being proactive in preventing disciplinary actions that may result in suspension or expulsion. The school district has implemented restorative practices that focus on changing undesirable behaviors in place of or in addition to the punitive consequence of suspension. In collaboration with school administrators PLESD has also written alternative discipline lessons that educate students and allow them to reflect on the impact of their behaviors or dangerous choices. These lessons are used in conjunction with or in place of suspension. PLESD has also incorporated the Second Step Curriculum K-8. The Second Step program promotes school success by teaching and reinforcing self-regulation skills as well as anti-bullying lessons. All three school sites in the school district have implemented an online bullying response system that allows students/parents to report bullying anonymously. The online system provides site administration the ability to resolve bullying issues in a timely and effective manner. PLESD employs 1 full time counselor that runs conflict resolution sessions, social skills groups, teaches classroom lessons on social issues, and provides 1 on 1 support for students in distress.

GAPS IN EDUCATIONAL SERVICES FOR EXPELLED STUDENTS

1. District enrollment in Yuba County ranges from large schools located in Marysville to smaller schools located in the outlying areas of the foothills and Wheatland. Camptonville is located in an isolated rural section of the mountains, about 50

miles from Marysville.

- a. Strategy: The strategy for addressing educational programs for expelled students from these outlying districts is to maintain a county community school that delivers an Independent Study curriculum and full day programs, as well as District run Community Day School in Marysville.
 - b. Success/Obstacles: This strategy has successfully made a range of educational options available to expelled students in Yuba County.
 - c. Update to Plan: This strategy remains in effect.
2. A student expelled under E.C. 48915 by a district could potentially reoffend under E.C. 48915, during their placement in district alternatives or a county community school, resulting in referral back to the district of residence.
 - a. Strategy: Students who are placed in Yuba County Community School through the expulsion process receive additional support in order to change behaviors in order to stay in school.
 - b. Success/Obstacles: Community School placements afford students multiple chances and supports to effect positive changes in behavior. When students/parents do not take advantage of the established school plan, students can pose a danger to other students or staff. Sometimes expelled students express a desire to circumvent established supports in order to be asked to leave or get expelled from all school programs.
 - c. Update to Plan: Parents, students, and educators as well as personnel from other involved agencies such as probation department will meet to establish guidelines for behavior and academic support. An Individual Learning Plan (ILP) will be developed for each student that addresses their academic, social/emotional, and behavioral needs. When a student poses a grave danger to other students in the alternative programs, the student will be referred back to the district of physical residence. When all educational options available to Yuba County have been exhausted, placement in a contiguous county will be explored.
3. Students who are expelled in grades K-6 do not have the same educational alternatives available as do students in grades 7 - 12. Students in grades K-6 are also expelled at a much lower rate than students in grades 7 - 12. These two factors, together with the requirement that educational services for students in grades K - 6 cannot be merged or combined with services to students in grades 7 - 12 make it very difficult to identify an educational placement for the expelled K-6 student.
 - a. Strategy: The strategy for addressing this problem is to implement consistent systems of positive behavior prevention and intervention at each school site, countywide.

- b. Success/Obstacles: There are very limited numbers of expelled students in grades K-6, although the probation department has indicated the number of younger students committing criminal offenses continues to rise. At this level, the schools are committed to recognizing potential problematic behaviors before they escalate to an expulsion offense. In addition, many elementary schools have put behavior and academic support and intervention systems in place in order to allow for increased positive success for all students. Anti-bullying training for educators, character education, and parenting education classes, offered at Yuba County Office of Education and district schools, have also contributed to safer school environments and a limited number of elementary school expulsions.
 - c. Update to Plan: The elementary districts will use all their local alternatives to provide educational programs for their expelled students. In the event the numbers would warrant the establishment of a separate program, the Yuba County Office of Education would enter into a cooperative agreement with the elementary districts to establish an elementary grade level alternative program. Schools will be proactive in recognizing problematic behaviors and establish appropriate support for the student. Parents, school administrators, teachers, and other agencies will meet as needed to develop appropriate plans for identified students.
- 4. In all cases, each school district is responsible to insure appropriate educational services to its expelled students.
 - a. Strategy: Yuba County Office of Education Community School provides state approved and/or board adopted texts and curriculum aligned with Common Core standards and has been WASC accredited.
 - b. Success/Obstacles: Schools in Yuba County have been proactive in recognizing the academic and behavioral support needs of the students. When a student is not successful in a particular program, a meeting is held inviting representatives of other programs to discuss possible alternatives, or a referral is made to an alternative program. Administrators have worked with a spirit of cooperation to meet the needs of students before they resort to behaviors that would warrant expulsion.
 - c. Update to Plan: All schools will follow established IDEA guidelines for services to students identified eligible for Special Education Services.

Enumerate the educational services that are currently available and outline strategies for improvement during the next three years.

The same educational services enumerated in this report are available today. Strategies continue to be in place to offer all students quality alternative educational

placement no matter what their expulsion status. The Yuba County Office of Education and Yuba County School Districts will continue to work closely together to be proactive in recognizing potential problems and take steps necessary to provide each student with the necessary academic and behavioral supports in order to avoid behaviors that mandate expulsion. Gang intervention programs, anti-bullying campaigns, Developmental Assets, and Character Education programs are available to school staff and students. Parent education opportunities exist in both County and District schools. Parents are encouraged to voice concerns so schools can be proactive in developing strategies for improvement over the next three years.

Specifically, identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

School support teams will meet with students and parents of students who fail to meet the terms and conditions of their rehabilitation plan. Avenues will be explored to make sure expelled students are placed in a program that connects with the student's learning style and provides necessary academic support. Additional services may include mental health services, health/vision screening, and/or family intervention services.

Students who continue to pose a danger to other district pupils and pupils in alternative settings, as determined by the governing board, have a limited number of options available to them. Independent Study options will be available to these students until the safety of other students can be ensured if they are placed in a classroom setting.

School support teams will meet with students and parents of students who pose a danger to other students. Avenues will be explored to make sure expelled students are placed in a program that connects with the student's learning style and provides necessary academic support. Additional services may include mental health services, health/vision screening, and/or family intervention services as district funding permits.

Agreements with contiguous counties for placement in other schools will be explored in the event a change of school for the expelled student will not pose a danger to students in the receiving school.

Discuss the articulation and coordination between school districts and with the county office of education in providing educational placements for expelled pupils.

Yuba County Office of Education works with Districts throughout the county in a spirit of cooperation to provide education placements for expelled pupils. Agreements between school districts in Yuba County and the Yuba County Office of Education have been in place for many years.

YUBA COUNTY OFFICE OF EDUCATION PLAN FOR PROVIDING EDUCATIONAL SERVICES TO EXPELLED STUDENTS

California Education Code Section 48926 requires each county superintendent of schools, in conjunction with the superintendents of the school districts within the county, to develop a plan for providing education services to all expelled pupils in that county. It further required that the governing board of each school district within the county and the county board of education adopt the plan. Finally, this Section requires that "each county superintendent of schools, in conjunction with the superintendents of the school districts, . . . shall submit a triennial update to the plan." In order to satisfy the legal requirement for a triennial update on the plan, I submit the following request on behalf of my district.

As superintendent I would like to request that the June 2018 revised version of the board policy addressing educational services to expelled students that was adopted by our district governing board in the 1996-1997 school year be submitted for the triennial update.

Marysville Joint Unified School District

Date of Board Approval

Plumas Lake Elementary School District

Date of Board Approval

Wheatland School District

Date of Board Approval

Wheatland Union High School District

Date of Board Approval

Camptonville Union School District

Date of Board Approval

Yuba County Superintendent of Schools

Date of Board Approval

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 29	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 02/20/2018		4. REQUISITION/PURCHASE REQ. NO. 0020146559	
5. PROJECT NO. (If applicable)		6. ISSUED BY BIA PACIFIC 00013 2800 COTTAGE WAY ROOM W2820 Contracting Office Sacramento CA 95825		7. ADMINISTERED BY (If other than Item 6) DOI, BIA PACIFIC Contracting Office 2800 COTTAGE WAY ROOM W2800 Sacramento CA 95825	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MARYSVILLE JOINT UNIFIED SCHOOL DIS TRICT Attn: ATTN GOVERNMENT POC 5150 FRUITLAND RD MARYSVILLE CA 95901-9505		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 0071316888		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. A16AV00486	
				10B. DATED (SEE ITEM 13) 04/25/2016	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

☐ is extended. ☐ is not extended.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
01 Net Increase: \$8,409.00

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

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

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

CFDA Number: 15.130

DUNS Number: 100122274

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, JOHNSON O'MALLEY PROGRAM, MODIFICATION NO. 3 FOR THE FY 2018 JOM FUNDS.

AWARDING OFFICIAL: TINA L. FOURKILLER-RAMIREZ, BIA-2014-11-000090

THESE FUNDS ARE MADE AVAILABLE PURSUANT TO H.R. 601 PUBLIC LAW 115-56 CONTINUING APPROPRIATIONS ACT, 2018 AND SUPPLEMENTAL APPROPRIATIONS FOR DISASTER RELIEF REQUIREMENTS ACT, 2017. FUNDS ARE AVAILABLE THROUGH DECEMBER 8, 2017. NO YEAR FUNDS ARE AVAILABLE UNTIL EXPENDED. (SEPT. 8, 2017; 131 STAT 1129; 19 PAGES).
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Tina Fourkiller	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

A16AV00486/0003

PAGE OF

2

2

NAME OF OFFEROR OR CONTRACTOR

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Legacy Doc #: IA Delivery Location Code: 0009061761 BIA PRO CCA 650 Capitol Mall Suite 8 - 500 SACRAMENTO CA 95814-4701 US Account Assignm: K G/L Account: 6100.25210 Business Area: A000 Commitment Item: 252100 Cost Center: AADD50J010 Functional Area: A0E904545.999900 Fund: 189A2100DD Fund Center: AADD50J010 PR Acct Assign: 01 Period of Performance: 10/01/2017 to 09/30/2018				
00040	189 A0E904545 JOM FUNDS Obligated Amount: \$8,409.00 THIS INITIAL AWARD IS BEING ISSUED FOR THE FY 2018 JOM FUNDS.				8,409.00

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PUBLIC LAW 93-638; AS AMENDED

Fiscal Year 2018

ANNUAL FUNDING AGREEMENT

BETWEEN

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT**

AND THE

**UNITED STATES OF AMERICA
SECRETARY OF THE DEPARTMENT OF THE INTERIOR**

BUREAU OF INDIAN AFFAIRS

Pacific Regional Office / Central California Agency

Contract Number: A16AV00486

JOHNSON O' MALLEY PROGRAM

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SECTION A- Definition of Terms

Section 1. The following terms shall have the meanings set forth below throughout this contract:

- 1) **Act.** Means **The Indian Self Determination and Education Assistance Act of 1975, as Amended, Public Law 93-638, as Amend, (25 U.S.C. 450, 88 Stat. 2203).**
- 2) **Annual Financial Audit.** Means an organization wide audit as required by **Public Law 104-156, The Single Audit Act Amendments of 1996, as implemented through Office of Management and Budget (OMB) Circular A-133.**
- 3) **Approving Official.** Means Bureau Line Officers (i.e., Regional Directors, Agency Superintendents, etc.).
- 4) **Awarding Official.** "Awarding Official" means Contracting Officer, and shall be any person in the self-determination career field, **GS-1101**, who has been certified under the Awarding Official Certification System as an Awarding Official, who has the authority to award, modify, and administer all self-determination contracts as defined in **25 U.S.C.A. Section 450b(j)**, including where applicable construction contracts as defined in **25 U.S.C.A. Section 450b(m)**, as amended, and shall make decisions and issue findings and determinations with respect thereto. The awarding official shall also have the authority to award, modify and administer all self-determination grants as defined in **25 U.S.C.A. Section 450h (a), (b) and (e).**
- 5) **Awarding Official's Technical Representative (AOTR).** Means the authorized technical representative of an Awarding Official acting within the limits of his/her authority. An AOTR is designated in writing from the Awarding Official. The written designation specifies the duties and responsibilities of the AOTR and the limits of authority which have been delegated.
- 6) **Cognizant Audit Agency.** Means the Department of the Interior, Office of the Inspector General.
- 7) **Contract.** Means a Self-Determination contract (or grant or cooperative agreement utilized in lieu of a contract under **section 9** of the Act) entered into under **title I** of the Act between a tribal organization and the Secretary for the planning, conduct and administration of programs or services which are otherwise provided to Indian tribes and their members pursuant to Federal law: *Provided*, That, no contract (or grant or cooperative agreement utilized under **section 9** of this Act) entered into under title I of this Act shall be construed to be a procurement contract.
- 8) **Contractor.** Means the recipient of a contract.
- 9) **Contract Modification.** A written change to the contract document which has been mutually agreed to by the Awarding Official and the Contractor.
- 10) **Contract Records.** Records maintained to support activity under the contract. Contract records shall include, but not be limited to, the following:
 - a) The contract award documents;
 - b) Any and all modifications to the contract;
 - c) Financial records; and,
 - d) Records created or maintained as a result of the contract.
- 11) **Days.** Means, unless otherwise specified in this contract, calendar days; except where the last day of any time period specified in this contract falls on a Saturday, Sunday, or a Federal holiday, the period shall carry over to the next business day unless otherwise prohibited by law.
- 12) **Indian Tribe.** Means any Indian Tribe, Band, Nation, or other organized group, or community, including Pueblos, Rancherias, Colonies and any Alaska Native Village, or regional or village corporation as defined in or established pursuant to the **Alaska Native Claims Settlement Act (85 Stat. 688)**, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.
- 13) **Indian.** Means a person who is a citizen of an Indian tribal government.
- 14) **Indirect Costs.** Means costs incurred for a common or joint purpose benefiting more than one contract objective or which are not readily assignable to the contract objectives specifically benefitted without effort disproportionate to the results achieved.

- 15) **Indirect Cost Rate.** Means the rate arrived at through negotiation between an Indian tribe or tribal organization and the appropriate Federal agency (National Business Center).
- 16) **Mature Contract.** Means a contract that has been continuously operated by a tribal organization for three or more years, and for which there are no significant and material audit exceptions in the most recent annual financial audit of the tribal organization. A mature contract may be for a definite or an indefinite term as requested by the tribe or, to the extent not limited by tribal resolution, by the tribal organization.
- 17) **Program Records.** Records created or maintained to support activity within the contracted program. Program records shall include, but not be limited to the following:
- a) Application for assistance under the specific program;
 - b) Case files, student files, etc.
 - c) Correspondence;
 - d) Financial records; and,
 - e) Any other records established to record the operation of the program under the contract.
- 18) **Reassumption.** Means rescission, in whole or in part, of a contract and assuming or resuming control or operation of the contracted program by the Secretary, pursuant to **25 U.S.C.A. Section 450m**, without consent of the Indian tribe or tribal organization pursuant to the notice and other procedures set forth in pursuant to **25 CFR, Chapter V, Part 900, and Subpart P.**
- 19) **Recontracting.** Means the renewal of a contract with a tribal organization for the same program.
- 20) **Retrocession.** Means the voluntary return to the Secretary, pursuant to **25 U.S.C.A. Section 450j(e)**, of a contracted program, in whole or in part, for any reason, before the expiration of the term of the contract pursuant to the procedures in **25 CFR, Chapter V, Part 900, Subpart P.**
- 21) **Secretary.** Means the Secretary, the Under Secretary, and Assistant Secretary, or any other head or assistant head of the Department of the Interior or his authorized representative(s); and, the term "his duly authorized representative" means any person or board (other than the Awarding Official) authorized to act for the Secretary.
- 22) **Subordinate Awarding Official's Technical Representative (SAOTR).** Means the authorized technical representative of an Awarding Official acting within the limits of his/her authority that assists the AOTR. An SAOTR is designated in writing from the Awarding Official. The written designation specifies the duties and responsibilities of the SAOTR and the limits of authority which have been delegated.
- 23) **Subcontracts.** Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, any contractual agreements of whatever type entered into by the Contractor in the furtherance of activities under this contract.
- 24) **Term Contract.** Means a contract (including a mature contract) which is for a specific period of time, not to exceed three years unless otherwise agreed to by the Secretary and the Contractor. The term may not be longer than that provided by any applicable tribal resolution which limits the period of the Contractor's authority.
- 25) **Tribal Organization.** Means the recognized governing body of any Indian tribe; any legally established organization of Indians which is controlled, sanctioned, or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities: Provided, that, in any case where a contract is let or a grant made to an organization to perform services benefitting more than one Indian tribe, the approval of each such Indian tribe shall be a prerequisite to the letting or making of such contract or grant.
- 26) **Tribal Resolution.** Means the formal manner in which the tribal organization expresses its legislative will in accordance with its organic documents. In the absence of such organic document, a written expression adopted pursuant to tribal practices will be acceptable.

SECTION B - Program and Budget

Section 1. Program (s). The Contractor shall perform that portion of the Bureau of Indian Affairs' **Johnson O' Malley Program** described herein in accordance with the terms, provisions and conditions of this contract.

Section 2. National Environmental Policy Act (NEPA) - The Tribe is also required to comply with the National Environmental Policy Act (NEPA) of 1969, 516 DM 2. Demonstration of compliance with NEPA is required before any contractual agreement begins by the Agency Environmental Protection Specialist. If it is determined that an Environmental Assessment, Finding of No Significant Impact (FONSI) or an Environmental Impact Statement (EIS) is not required, an Exception Checklist for BIA Categorical Exclusion will be completed and attached to this Annual Funding Agreement.

Section 3. Program Standard. The Contractor agrees to administer the program(s), services, functions and activities (or portions thereof) listed in **Section 1 (above)** in conformity with the following standards:

- a. **15.130 Johnson O' Malley Program** - [Johnson-O'Malley Act of April 16, 1934; as amended, 25 U.S.C. 452; Indian Self Determination and Education and Assistance Act, Public Law 93-638; 25 U.S.C. 455-457.j. To fund programs that meet the unique and specialized needs of eligible Indian students.

Section 4. Contract Budget. The budget for the services provided under this contract reflects the agreements reached during contract negotiations. The contract budget includes both direct and indirect costs.

A. The Contractor shall request prior approval for budget revisions whenever:

- 1) The budget revision results from changes in the Program Standard (what the contractor proposes to do) or the Statement of Work (how the contractor proposes to achieve the Program Standard) of the program;
- 2) The revision requires additional funding;
- 3) The revision causes a change in the amount of indirect cost for the contract; or,
- 4) The revision pertains to the addition of items requiring approval of the Bureau of Indian Affairs.

B. All other budget revisions do not require approval.

Section 5. Pre-Award and/or Start-Up Costs. Subject to submission of written notification to the Awarding Official, and the negotiation and approval of such costs prior to their incurrence:

(a) **Pre-Award Costs:** Prior to the initial year that a contract is in effect, the Contractor is authorized to be reimbursed for any reasonable, allowable and allocable costs incurred for the operation of the program(s) under this contract from **(N/A)** to the date of award of this contract, if applicable.

(b) **Start-up Costs:** During the initial year that a contract is in effect, or in the case of a Consolidated Tribal Government Program (CTGP) or a Master contract that incorporates a new program. In addition, in the case of an on-going and continuing contract that expands its activity(ies) to include a previously noncontract aspect(s) of the contracted program(s), during the initial year of that new or expanded activity, the Contractor is authorized to be reimbursed for start-up costs consisting of reasonable, allowable, and allocable costs that have been incurred or will be incurred on a one-time basis pursuant to the contract necessary -

- (1) to plan, prepare for, and assume operation of the program, function, service, or activity that is the subject of the contract; and,
- (2) to ensure compliance with the terms of the contract and prudent management.

Section 6. Contract Amount. Amount of Funding to be provided by the Bureau of Indian Affairs-Central California Agency under this Agreement for **Fiscal Year 2017** is reflected in the **Award Document (SF-26)** and/or **Modification (SF-30)** and/or **Grant Amendment** documents. For current fiscal funding level, please review the Attached **Award Document (SF-26)** or **Modification (SF-30)/Grant Amendment**.

Section 7. Contract Support Funds (CSF). Pursuant to 25 U.S.C. § 450j-1(a), contract support costs are the reasonable costs for activities that the Contractor must carry out to ensure compliance with the terms of the contract and prudent management and which do not duplicate funding provided under 25 U.S.C. § 450j-1(a)(1). The Secretary negotiates indirect contract support cost payments with the Contractor pursuant to IAM Part 13, Chapter 7, Indian Self-Determination, Contract Support Cost and direct contract support cost payments as 18% of the salaries associated with performance of the contracted program.

From the amounts Congress appropriates for contract support costs for Fiscal Year 2014, and as appropriations become available, the Secretary will award to the Contractor for the period covered by this agreement direct contract support costs and indirect contract support costs/indirect-type costs, refer to the Modification for funding amount and provided that the awards are subject to adjustment based on 25 U.S.C. § 450j-1(b) and the actual amounts Congress appropriates for contract support costs; (ii) the awards do not exceed 100 percent of the contract support costs incurred by the Contractor; and (iii) the awards are subject to an end-of-year reconciliation for under- or over-payments.

The Contractor retains the right to file a damages claim under 25 U.S.C. § 450m-1(a) & (d), this agreement and the Contract Disputes Act, 41 U.S.C. § 7101 et seq., and to take such other action as may be authorized under 25 U.S.C. § 450m-1(a). Nothing in this agreement shall be construed as a waiver of the Contractor's rights under 25 U.S.C. § 450j-1

SECTION C - Statement of Work

Section 1. Scope of Bureau Program(s) to be Performed.

(a) **Purpose.** To state the terms conditions, and work to be performed under the contract and the rights and responsibilities of each of the parties; and, to enable the Contractor to acquire and utilize all resources made available by the **Bureau of Indian Affairs (BIA)** for the delivery of services and programs specified herein, pursuant to the **Public Law 93-638, as amended**, and other applicable Federal laws.

- (1) The Contractor shall obtain from the BIA all such funds and other resources made available for the benefit of the tribe for all programs to be operated and services to be delivered by the Contractor through this contract on behalf of the BIA, except for "Trust" and "executive functions" of the BIA which are considered non-contractible.
- (2) The BIA shall transfer to the Contractor all such funds and other resources made available for the benefit of the Tribe through this contract in the most expeditious manner authorized by law, and shall provide technical support and assistance at the request of the Contractor and as provided herein.
- (3) The Contractor shall exercise full discretion over the funds made available subject only to the provisions of this contract and Federal law.

(b) **Fair and Uniform Services.** The Contractor agrees that any services or assistance provided to Indians under the contract shall be provided in a fair and uniform manner.

Section 2. Statement of Work. The statement of work is referenced as Section G, Section 1 of this Annual Funding Agreement, with all the documentation attached.

Section 3. Contract Term. This Contract shall be for the term commencing **October 1, 2017** and ending **September 30, 2018**. The availability of funds for any succeeding years is subject to the passage of appropriations by Congress and allocation by the Bureau of Indian Affairs.

Section 4. Noncontract Portions of the Bureau of Indian Affairs Program(s). The Government, through the Bureau of Indian Affairs, shall:

(a) **Technical Assistance.** Provide technical assistance and guidance, as needed, to the Contractor. The Awarding Official and/or identified authorized representative(s) will be available to provide assistance to the Contractor as needed, or upon the request of the Contractor.

(b) **Monitoring.** The Awarding Official and/or identified authorized representative(s) will monitor Contractor performance under this contract. This monitoring function will include, but not be limited to, the following:

- (1) Periodic on-site visits, as needed and/or requested by the Contractor.
- (2) Official Monitoring Sessions, these shall be scheduled in advance of the visit.

SECTION D - Performance

Section 1. REPORTING REQUIREMENT. The Contractor shall submit the following reports:

1. **Annual Narrative Report.** This report shall be submitted within ninety (90) days after the end of each contract period, due **December 30, 2018.**
2. **Annual Financial Report (SF-425).** This report shall be submitted within ninety (90) days after the end of each contract period, due **December 30, 2018.**

Section 2. Audit Requirement.

- (a) The contractor agrees to arrange for, participate fully in, and respond promptly and fully to the recommendations of, an annual single organization wide audit as prescribed by the **Single Audit Act Amendments of 1996 (Public Law 104-156)**, as implemented by **Office of Management and Budget (OMB) Circular A-133 (Revised June 27, 2003)** and as required in **Chapter 75 of title 31, United States Code.**

The costs of such audit are allowable charges only if made in accordance with the provisions of **OMB Circular A-133 (Revised June 27, 2003)**. Small and minority business audit firms shall be afforded maximum practicable opportunity to participate in contracts awarded by the contractor to fulfill the requirements herein. The preference requirements of section 7(b), Public Law 93-638, shall apply and are to be enforced.

- (b) If the contractor fails to comply with the requirement for obtaining audits in accordance with the **Single Audit Act Amendments of 1996 (Public Law 104-156)**, the Bureau of Indian Affairs may take one or more of the following actions, as appropriate in the circumstances:
- (1) Temporarily withhold cash payments, indirect costs and/or contract support funds pending correction of the deficiency by the contractor or more severe enforcement action by the Bureau;
 - (2) Disallow (that is, deny use of funds) all or part of the cost of the activity or action not in compliance;
 - (3) Wholly or partly suspend the current contract for the contractor's program; or,
 - (4) Take other remedies that may be legally available.
- (c) The contractor may appeal the BIA decision for sanctions under the Disputes clause of the contract.
- (d) The Contractor shall file one (1) copy of the final audit report with **Form SF-SAC (Data Collection Form)** electronically using the Federal Audit Clearinghouse-Internet Data Entry System (IDES) website: <http://harvester.census.gov/fac/index.html> select tab Data Collection Form Option.
- (e) The Contractors must send one (1) hardcopy or electronic copy to email below, of the final audit report to the Office of Internal Evaluation and Assessment to meet the reporting requirement of the Indian Self-Determination and Education Assistance Act.

OIEA@bia.gov
Office of Internal Evaluation and Assessment
Parker Building
2051 Mercator Drive
Reston, VA 21092

- (f) Please provide a courtesy copy to the Branch of Indian Self-Determination, via email to the Awarding Official at tina.fourkiller@bia.gov

Section 3. Monitoring and Records Review.

- (a) The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. The foregoing constitutes "records" for the purposes of this clause.
- (b) The Contractor's facilities or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection and audit by the Awarding Official or his authorized technical representatives.
- (c) The Contractor shall preserve and make available his records:
- (1) Until the expiration of three years from the date of final payment under this contract, or of the time period for the particular records specified in **25 CFR, Chapter V, Part 900, Subpart F, subsection 900.41(a-d)**, whichever expires earlier; and,
 - (2) For such longer period, if any, as is required by applicable statute, or by other clauses of this contract, or by **3(b) (1) or (2)** below:
 - (A) If the contract is completely or partially canceled, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (B) Records which relate to (A) appeals under the "Disputes" clause of this contract, (B) litigation or the settlement of claims arising out of the performance of this contract, or (C) costs and expenses of this contract as to which exception has been taken by the Awarding Official or any of his duly authorized technical representatives, shall be retained until such appeals, litigation, claims or exceptions have been disposed of.
- (d) The Contractor shall insert the substance of this clause, including the whole of this **paragraph 4**, in each subcontract hereunder that is not fixed-price. When so inserted, changes shall be made to designate the higher-tier subcontractor at the level involved in the place of the Contractor; to add "of the Government prime contract" after "Awarding Official", and to substitute "the Government prime contract" in place of "this contract" in **(B) of paragraph 3(b)(2)** above.

Section 4. Examination of Records. [This clause is applicable if the contract amount does not exceed \$10,000.]

- (1) The Contractor agrees to maintain books, records, documents and other evidence pertaining to the costs and expense of this contract (hereinafter collectively called records) to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials,

equipment, supplies and services, and other costs of whatever nature for which reimbursement is claimed under the provisions of this contract.

- (2) The Contractor agrees to make available at the office of the Contractor at all reasonable times during a period of three years, after final payment under this contract, all records specified in **paragraph (a)**, above, for examination and audit by designated representative(s) of the Comptroller General, the Secretary of Interior, or the Awarding Official.
- (3) The Contractor further agrees that records which relate to claims, litigation, or to any costs or expenses of this contract to which exception has been taken by the Comptroller General, the Secretary of Interior, or the Awarding Official or any of their duly authorized representatives shall be retained by the Contractor until such appeals, litigation or exceptions have been disposed of.
- (4) The provisions of this clause shall be applicable to and included in any negotiated subcontract.

Examination of Records. [This clause is applicable if the contract amount exceeds \$10,000.]

- (1) The Contractor agrees to maintain books, records, documents and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called records) to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.
- (2) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in **subparagraph (d)** below, any of the records for inspection, audit or reproduction by any authorized representative of the Comptroller General, the Secretary of Interior, and the Awarding Official.
- (3) If the Comptroller General or any of his duly authorized representatives determines that his audit of the amounts reimbursed under this contract as transportation charges will be made at a place other than the office of the Contractor, the Contractor agrees to deliver, with the reimbursement voucher covering such charges or as may be otherwise specified within two years after reimbursement of charges covered by any such voucher, to such representatives as may be designated for that purpose through the Awarding Official, such documentary evidence in support of transportation costs as may be required by the Comptroller General or any duly authorized representatives.
- (4) Except for documentary evidence delivered to the Government pursuant to **subparagraph (3)**, above, the Contractor shall preserve and make available records:
 - (A) Until expiration of three years after final payment under this contract; and,
 - (B) For such longer period, if any, as is required by applicable statutes, by any other clause of this contract, or by (i) or (ii) below:
 - (i) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting settlement.
 - (ii) Records which relate to:
 - (A) Appeals under Disputes clause of this contract;

- (B) Litigation or the settlement of claims arising out of the performance of this contract; or
- (C) Costs and expenses of this contract to which exception has been taken by the Comptroller General, Secretary of the Interior or the Awarding Official, or any of their duly authorized representatives, shall be retained by the Contractor until such appeals, litigation, claims or exceptions have been disposed of.

(5) Except for documentary evidence delivered pursuant to **subparagraph (3)**, above, and the records described in **subparagraph (4)(B)(ii)**, above, the Contractor may in fulfillment of his obligation to retain records as required by this clause substitute photographs, micro-photographs, or other authentic reproductions of such records, after the expiration of two years following the last days of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Awarding Official with the concurrence of the Comptroller General or duly authorized representatives.

Section 5. Mature Contracts. This contract may be converted to "Mature Contract" status, upon the written request from the Contractor, when this contract meets the requirements specified at **section 4(h)** of the Act.

Section 6. Contract Cancellation. This contract may be canceled through either:

- (a) Retrocession as provided in the Act in **section 105(e)**, and in the regulations promulgated to implement the Act, **25 CFR, Chapter V, Part 900, Subpart P** (see also **Section E, Section 9**); or,
- (b) Program re-assumption as provided in the Act in **section 109**, and in the regulations promulgated to implement the Act, **25 CFR, Chapter V, Part 900, Subpart P** (see also **Section E, Section 10**).

Section 7. Driver License Requirement for Non-Federal Personnel. The Contractor is responsible for motor vehicle operator licensing, Equipment Operator testing, licensing and physical examinations in accordance with the specific requirements of the program(s) under contract or the specific equipment to be operated.

Section 8. Effect on Existing Rights. Nothing in the contract shall be construed as:

- (1) Affecting, modifying, diminishing, or otherwise impairing the sovereign immunity from suit enjoyed by an Indian tribe; or,
- (2) Authorizing or requiring the termination of any existing trust responsibility of the United States with respect to the Indian people.

Section 9. Applicable Federal Regulations. The most current version of regulations promulgated to implement the Act: **25 CFR, Chapter I, Subchapter M, Parts 273, 275 and 276**; and, **25 CFR, Chapter V, Part 900, Subparts A-P**, and the most current version of regulations promulgated to implement any program(s), services, functions or activities (and portions thereof), shall apply to this agreement.

SECTION E - Administration Data

Section 1. Authorized Representatives.

1. The Contractor, **Marysville Unified School District** is hereby designated and authorized **Jolie Carreon** to negotiate and execute contracts, and any amendments, revisions said forth in this contract.
2. **Tina Fourkiller-Ramirez**, is the primary Awarding Official for this contract. Joseph Saulque will serve as alternate Awarding Official for this contract in absence of the Primary. The primary's contact information is (916) 930-3744, and email address is tina.fourkiller@bia.gov
3. **Jimmy Hastings**, BIE Line Officer is designated as the authorized Awarding Official's Technical Representative (AOTR) for the Johnson O'Malley Program portion of this contract. Contact info (602) 421-8170, email jimmy.hastings@bie.edu

Section 2. Contract Payment. For performing this contract, the Contractor shall be reimbursed for its allowable direct and indirect costs, not to exceed the total budgeted amount of the contract. The total funding amount of this contract is stated in the **SF-26, Award/Contract (May, 2011)** or, if amended, as stated in the **SF-30, Amendment of Solicitation/Modification of Contract.**

- (a) **Payment System:** Contract payments shall be made to the Contractor through the **Bureau of Indian Affairs Automated Standard Application for Payment (ASAP)**. This is an electronic funds transfer system.
- (b) **Advance Payment:** Notwithstanding any other provision of law, Contract payments shall be made in advance on a quarterly, semi-annual, or lump sum basis. Each quarterly payment shall be made on the first day of each quarter of each fiscal year, the first semi-annual payment shall be made on the first day of the first quarter of the contract year, the final semi-annual payment shall be made on the first day of the third quarter of the contract year, the lump sum payment shall be made on the first day of the first quarter of the contract year, except that in any case in which the contract year coincides with the Federal fiscal year, payment for the first quarter shall be made not later than the date that is ten (10) calendar days after the date on which the Office of Management and Budget apportions the appropriations for the fiscal year for the programs, services, functions, and activities subject to this contract.

Contractor's Part 900.8 Application, item (n) negotiated the following:

Check one: ☒ **Annual (Lump) Payment**

☐ Quarterly Payment

☐ Monthly Payment

- (c) **Use of Funds Advanced:** Funds advanced to the Contractor shall be used only for purposes authorized under this contract. The funds advanced cannot be used for any purpose other than an authorized Bureau program expenditure, even on a temporary basis. Further, funds advanced pending disbursement for a purpose authorized under this contract shall not be transferred to tribal accounts, lent to such tribal accounts, or expended for programs or purposes not specifically authorized under this contract. Funds advanced, pending expenditure under this

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contract, shall be placed in appropriate savings, checking, or investment accounts. Such funds when invested or deposited shall be subject to the following:

- (1) Advanced funds not immediately spent for program activities may be invested only in obligations of the United States or in obligations or securities that are guaranteed or insured by the United States.
 - (2) If not invested, advanced funds must be deposited into accounts that are insured by an agency or instrumentality of the United States or must be fully collateralized to ensure protection of the funds, even in the event of a bank failure.
 - (3) Invested only in obligations of the United States, or in obligations or securities that are guaranteed or insured by the United States, or mutual (or other) funds registered with the Securities and Exchange Commission and which only invest in obligations of the United States or securities that are guaranteed by the United States; or,
 - (4) Interest and investment income that accrue on any funds provided for by contract becomes the property of the grantee pursuant to **section 105b (25U.S.C.A. Section 450j (b))** of the Act.
- (d) **Sanctions:** Failure to maintain the integrity of contract funds shall result in imposition of one or more of the following sanctions:
- (1) Pursuant to **Section 5(d) of Public Law 93-638, as amended (25 USC 450c(d))**, funds paid to the Contractor and not used for the purposes for which they were paid shall be repaid to the Treasury of the United States; and,
 - (2) Cancellation of Advance Payment methodology and invocation of "other payment methodologies" as provided in **provision 2**, above.
 - (3) Sanctions shall remain in place until the Contractor provides assurance that the impropriety which resulted in the imposition of sanctions has been rectified and will not reoccur.

Section 3. Contract Revision or Amendment.

- (a) This contract may be revised or amended as required to carry out the purpose of the program, project or function being contracted. The Contractor shall submit proposed revisions through the Awarding Official's Technical Representative to the Awarding Official. The Contractor (if other than the tribal governing body) shall also send copies of the proposed revision to the designated representative of the tribal governing body at the same time as they are sent to the Awarding Official. The Awarding Official shall review the proposed revision in accordance with **25 CFR, Chapter V, Part 900, Subpart E**.
- (b) When the Awarding Official recommends declination of a Contractor's request to amend the contract, the matter shall be resolved as prescribed in **section 102(b) (25 USCA 450f(b))** of the Act and in accordance with **25 CFR, Chapter V, Part 900, Subpart E**, of the regulations promulgated to implement the Act.

Section 4. Negotiated Indirect Cost Rates.

- (a) The allowable indirect costs under this contract shall be obtained by applying negotiated indirect cost rates to bases agreed upon by the parties, as specified below.
- (b) Negotiation of indirect cost rates by the Contractor and the Cognizant audit agency shall be undertaken as promptly as practicable after receipt of the Contractor's indirect cost proposal.
- (c) Allowable cost and acceptability of cost allocation methods shall be determined in accordance with **OMB Circulars**.
- (d) The results of each negotiation with National Business Center-Indirect Cost Services (NBC), shall be set forth in an Indirect Cost Negotiation Agreement; such agreement shall become a part of this contract by reference. The agreement shall specify:
 - (1) The agreed indirect cost rate(s);
 - (2) The base to which the rate(s) apply;
 - (3) The periods for which the rate(s) apply; and,
 - (4) The specific items treated as exclusions or any changes in the items previously agreed to be treated as exclusions.
- (e) The Contractor is to be reimbursed for all allocable and allowable indirect costs incurred in performance of this contract, subject to any statutory limitations applicable.
- (f) Any failure by the parties to agree on any indirect cost rate(s) or applicability of the rate(s) to the bases under this provision shall be considered a dispute concerning a question of fact for decision by the Awarding Official within the meaning of the clause of this contract entitled "**Disputes**".

Section 5. Disputes.

- (a) This contract is subject to the **Contract Disputes Act of 1978 (41 USC 601-613)**, hereafter CDA.
- (b) Except as provided in the CDA, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "**Claim**", as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding **\$50,000** is not a claim under the Act until certified as required by **subparagraph (d)(2)**, below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) A claim by the Contractor shall be made in writing and submitted to the Awarding Official for a written decision. A claim by the Government against the Contract shall be subject to a written decision by the Awarding Official.

(1) For Contractor claims exceeding **\$50,000**, the Contractor shall submit with the claim a certification that:

- (A) The claim is made in good faith;
- (B) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and,
- (C) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.

(2) (A) If the Contractor is an individual, the certification shall be executed by that individual.

(B) If the Contractor is not an individual, the certification shall be executed by:

- (i) A senior company official in charge at the Contractor's plant or location involved; or
- (ii) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(e) For Contractor claims of **\$50,000 or less**, the Awarding Official must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over **\$50,000**, the Awarding Official must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Awarding Official's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) The Government shall pay interest on the amount found due and unpaid from (1) the date the Awarding Official receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Awarding Official receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Awarding Official.

Section 6. Retrocession. The Contractor agrees to comply with the provisions of **section 105(e)** of the Act, as amended, and be guided by the procedures in **25 CFR, Chapter V, Part 900, Subpart P** in the event of retrocession.

Section 7. Re-assumption. The Contractor agrees to comply with the provisions of **section 109** of the Act, as amended, and be guided by the procedures in **25 CFR, Chapter V, Part 900, Subpart P** in the event of re-assumption.

Section 8. Federal Tort Claims Act (FTCA):

(a) **FTCA Coverage:** For purposes of FTCA coverage, the Contractor and its employees (including individuals performing personal services contracts with the Contractor to provide health care services) are deemed to be employees of the Federal government while performing work under this contract. This status is not changed by the source of the funds used by the Contractor to pay

the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Contractor.

- (b) **FTCA Liaison:** In accordance with the requirement in 25 CFR, Part 900, Subpart L, subsection 900.188(a) the Contractor agrees to designate an individual to serve as tort claims liaison with the Federal government. The tort claims liaison shall provide the assistance specified in 25 CFR, Part 900, Subpart L, subsection 900.188(c).

Section 9. Vehicle Operation:

- (a) **Vehicle Operation.** The Contractor, its employees and recipients of sub-awards who in the course of performance of their duties are required to operate Contractor-owned, rented, or when using personally owned motor vehicles in the performance of duties under this contract must have a valid motor vehicle operator license.
- (b) **Seatbelt Use Requirement.** The Contractor, its employees and recipients of sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and procedures for their employees when operating Contractor-owned, rented, or when using personally owned vehicles in the performance of duties under this contract. These measures include, but are not limited to, conducting education, awareness, and other appropriate activities for their employees regarding the importance of wearing seat belts and the consequences of not wearing them.
- (c) **Motor Vehicle Policy:** The Tribe certifies that it will self-administer a motor vehicle policy that promotes the safe and prudent operations of a motor vehicle while performing duties to implement the terms of the agreement. The Tribe's policy is either as stringent or more stringent than May 3, 2006 Motor Vehicle Operation Policy for the BIA issued by the Associate Deputy Secretary.
- (d) **Federal Leadership on reducing Text Messaging While Driving: Executive Order 13513** requires Federal Agencies to take steps to encourage Federal Contractors, Subcontractors, recipients and sub recipients of financial assistance to adopt and enforce their own policies that ban employees from texting while driving GOVs or company-owned, company-leased or company-rented vehicles or while driving POVs on official Government business or when performing work for, or on behalf of, the Government.
- (e) **I – Plates:** In order to receive I-Plates, the government shall retain title to the vehicle(s) and the Contractor shall justify how the vehicle(s) will be utilized in carrying out the objectives of the agreement prior to receiving I-Plates. The tribal organization agrees to provide for the repair, maintenance and insurance of all vehicles receiving I-Plates, which are used to meet the objectives of this Agreement, upon expiration date, the I-Plates are to be returned.

- Section 10. Insurance:** The Contractor is encouraged to obtain insurance from an insurance provider that is licensed by the State Insurance Commission of State Insurance Board in the State in which the contractor is located and where the work is to be performed.

SECTION F - Special Requirements

Section 1. Management Systems. As specified, 25 CFR, Chapter V, Part 900, subpart F, § 900.35, minimum standards for management systems used by tribes or organizations in carrying out self-determination contracts shall provide:

1. **Standards for Financial Management Systems (§ 900.42-46),**
2. **Standards for Procurement Management Systems (§ 900.47-50), and**
3. **Standards for Property Management Systems (§ 900.51-60).**

Section 2. Privacy Act Requirements. When a tribal Contractor operates a system of records to accomplish a Bureau function, the Contractor shall comply with **Subpart D of 43 CFR Part 2** which implements the **Privacy Act (5 U.S.C. 552a)**.

Section 3. Freedom of Information. Access to records maintained by the Bureau is governed by the Freedom of Information Act (FOIA). Except for previously provided copies of tribal records that the Bureau demonstrates are clearly required to be maintained as part of the recordkeeping system of the Bureau, records of the Contractor (including archived records) shall not be considered Federal records for the purposes of FOIA.

1. Unless otherwise required by law, the Bureau shall not place restrictions on tribal Contractors which will limit public access to the tribal Contractor's records except when records must remain confidential.
2. The Contractor shall make all reports and information concerning the Contract available to the Indian people which the Contractor serves or represents.
3. A request to inspect or copy records and information shall be in writing and must reasonably describe the reports and information requested. The request may be delivered or mailed to the Contractor. Within ten (10) working days after receiving the request, the Contractor shall determine whether to grant or deny the request. The requester shall be notified immediately of the determination.
4. The time for making a determination may be extended up to an additional ten (10) working days for good reason. The requester shall be notified in writing of the extension, reasons for the extension, and the date on which the determination is expected to be made.

Section 4. Inventory - Required:

An inventory of any government owned property loaned to the contractor for use under an Agreement, shall be submitted by the organization 90 days after end of the Agreement period.

Section 5. Special Provision

SECTION G - Attachments

Section 1. **Attachments.** The following documents are made part of this Contract:

1. NEPA – Categorical Exclusion
2. Program Standards/Scope of Work
3. FY 2018 Budget

Johnson-O'Malley
Application for Contract
PART 1

Contract Budget Summary

Contract Summary

Category

(a) Personnel/Salaries (210 hours of tutoring @ \$11.35 per hour)	<u>\$ 2,400.00</u>
(b) Fringe Benefits	<u>\$ 271.00</u>
(c) Travel	<u>\$ 0.00</u>
(d) Equipment*	<u>\$ 0.00</u>
(e) Supplies**	<u>\$ 1,249.00</u>
(f) Consultants/Contractual Services	<u>\$ 2,000.00</u>
(g) Space Cost	<u>\$ 0.00</u>
(h) Indian Education Committee costs	<u>\$ 0.00</u>
(I) List other needs by category Cultural Workshops for parents and students Registration, Lodging, Meals, Transportation Annual State Indian Conference (1 parents, 1 student) Registration, Lodging, Meals, Transportation Education Programs Community Cultural Programs	<u>\$ 2,000.00</u>
SUB TOTAL	<u>\$7,920.00</u>
Indirect cost rate used to calculate contract support funds. (6.17%)	<u>\$ 489.00</u>
TOTAL	<u>\$8,409.00</u>

Johnson O'Malley
Application for Contract
PART 1

Contract Budget Summary

Contract Summary

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

(a) PERSONNEL

1.1	Tutors - hired on temporary basis as needed to meet the individual needs of Indian students. Duties include: tutoring, counseling, outreach, liaison services. Pay rate established by the District pay range, \$9.00 per hour for high school tutors and \$11.35 per hour for classified adult tutors.	\$2,400.00
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TOTAL (a)		\$2,400.00
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(b) FRINGE BENEFITS (AS DETERMINED BY LEA POLICIES)

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

TOTAL (b)		\$ 271.00
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Johnson-O'Malley
Application for Contract
PART 1

Contract Budget Summary

Contract Summary

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

(c)	TRAVEL	\$ 0.00
(d)	EQUIPMENT	\$ 0.00
(e)	SUPPLIES Supplies necessary to support cultural events and activities	\$ 1,249.00
(f)	CONSULTANTS / CONTRACTUAL Consultants hired as needed to provide instruction in cultural activities.	\$ 2,000.00
(g)	COST OF SPACE	\$ 0.00
(h)	INDIAN EDUCATION COMMITTEE COSTS	\$ 0.00
(i)	OTHER NEEDS	
1.1	Cultural Workshops - open to parents and older students who are willing to teach traditional skill to the other students in the Program. Registration, Lodging, Meals, Transportation.	
1.2	Annual State Indian Conference - 1 parent and 1 student will attend and participate as presenters. Registration, Lodging, Meals and Transportation.	
1.3	Pow Wow - year-end culmination of Program functions. The Pow Wow is used to honor all American Indian students, but, especially those students who have excelled during the school year. Consultant fees, Supplies.	
1.4	JOM Summer School Program - Provides summer activities for American Indian students, e.g. American Indian Youth Leadership Camp and American Indian Summer Academic/Cultural Summer School.	
TOTAL		\$ 2,000.00
TOTAL DIRECT CHARGES		\$ 7,920.00
TOTAL INDIRECT CHARGES (8.39%)		\$ 489.00
TOTAL BUDGET		\$ 8,409.00

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JOHNSON O'MALLEY PROGRAM

APPROVAL OF THE INDIAN EDUCATION COMMITTEE

Dates: 12-13-17



Signature of IEC Chairperson



Signature of IEC Co-Vice-Chairperson



Signature of IEC Parent Committee Member

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION
TUTOR**

I. DEFINITION

- A. Hired on temporary basis, as needed, to meet the individual needs of American Indian students.

II. EXAMPLES OF DUTIES*

- A. Tutoring
- B. Counseling
- C. Outreach Liaison Services

III. EXPERIENCE

- A. Sufficient experience to show the ability to maintain simple clerical records, and to organize and direct simple youth activities and programs.

IV. EDUCATION

- A. Equivalent to graduation from high school.
- B. Either 48 College Units or passing of the Para-educators test.

* Employees that are funded from consolidated application funds and who are assigned to school sites will perform duties which directly benefit applicable program participants. An activity log will be kept by all such employees to ensure that the program(s) are properly charged for actual services provided.

Location

Includes Purchase Orders dated 03/01/2018 - 03/31/2018				Board Meeting Date April 24, 2018	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Abe Lincoln (50)					
P18-00653	WAL-MART COMMUNITY BRC	ABL Admin Supplies	01-4300-1100	500.00	
P18-03220	SAC VAL JANITORIAL SALES & SERVICES, INC.	Logo Door Mat	01-4300-1100	403.23	
			Total Location	903.23	
Location Accounting/Payroll (103)					
P18-02963	Christy White Associates	AUDIT MEASURE P 2017-2018	01-5840-0000	3,500.00	
P18-02964	Christy White Associates	2017-2018 AUDIT PROGRESS BILL	01-5840-0000	38,740.00	
P18-03149	YUBA COUNTY OFFICE OF ED ATTN: RHONDA MARQUETTE	2017-18 SPECIAL ED. ESTIMATED EXCESS PROGRAM COSTS	01-7142-6500	2,426,627.00	
			Total Location	2,468,867.00	
Location After School Program (107)					
P18-03008	S & S WORLDWIDE	Bingo and Erasers / JPE STARS	01-4300-6010	37.70	
P18-03096	Riverside Technologies Inc.	14" Chromebooks / Arboga STARS	01-4300-6010	6,568.19	
P18-03097	Riverside Technologies Inc.	14" Chromebooks / Cedar Lane STARS	01-4300-6010	6,568.19	
P18-03098	Riverside Technologies Inc.	14" Chromebooks / Cordua STARS	01-4300-6010	5,254.55	
P18-03099	Riverside Technologies Inc.	14" Chromebooks / Covillaud STARS	01-4300-6010	6,568.19	
P18-03100	Riverside Technologies Inc.	14" Chromebooks / Dobbins STARS	01-4300-6010	3,940.91	
P18-03101	Riverside Technologies Inc.	14" Chromebooks / Edgewater STARS	01-4300-6010	6,568.19	
P18-03102	Riverside Technologies Inc.	14" Chromebooks / Ella STARS	01-4300-6010	6,568.19	
P18-03103	Riverside Technologies Inc.	14" Chromebooks / Johnson Park STARS	01-4300-6010	6,568.19	
P18-03104	Riverside Technologies Inc.	14" Chromebooks / Kynoch STARS	01-4300-6010	6,568.19	
P18-03105	Riverside Technologies Inc.	14" Chromebooks / Linda STARS	01-4300-6010	6,568.19	
P18-03106	Riverside Technologies Inc.	14" Chromebooks / Olivehurst STARS	01-4300-6010	6,568.19	
P18-03107	Riverside Technologies Inc.	14" Chromebooks / Yuba Feather STARS	01-4300-6010	5,254.55	
P18-03108	Riverside Technologies Inc.	14" Chromebooks / McKenney ASES	01-4300-6010	7,881.83	
P18-03109	Riverside Technologies Inc.	14" Chromebooks / Yuba Gardens ASES	01-4300-6010	7,881.83	
P18-03110	IVS Computer Technology	30 unit Chromebook Cart / Arboga STARS	01-4410-6010	1,297.92	
P18-03111	IVS Computer Technology	30 unit Chromebook Cart / Cedar Lane STARS	01-4410-6010	1,297.92	
P18-03112	IVS Computer Technology	20 unit Chromebook Cart / Cordua STARS	01-4410-6010	974.24	
P18-03113	IVS Computer Technology	30 unit Chromebook Cart / Covillaud STARS	01-4410-6010	1,297.92	
P18-03114	IVS Computer Technology	20 unit Chromebook Cart / Dobbins STARS	01-4410-6010	974.24	
P18-03115	IVS Computer Technology	30 unit Chromebook Cart / Edgewater STARS	01-4410-6010	1,297.92	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location After School Program (107) (continued)				
P18-03116	IVS Computer Technology	30 unit Chromebook Cart / Ella STARS	01-4410-6010	1,297.92
P18-03117	IVS Computer Technology	30 unit Chromebook Cart / Johnson Park STARS	01-4410-6010	1,297.92
P18-03118	IVS Computer Technology	30 unit Chromebook Cart / Kynoch STARS	01-4410-6010	1,297.92
P18-03119	IVS Computer Technology	30 unit Chromebook Cart / Linda STARS	01-4410-6010	1,297.92
P18-03120	IVS Computer Technology	30 unit Chromebook Cart / Olivehurst STARS	01-4410-6010	1,297.92
P18-03121	IVS Computer Technology	20 unit Chromebook Cart / Yuba Feather STARS	01-4410-6010	974.24
P18-03122	IVS Computer Technology	30 unit Chromebook Cart / McKenney ASES	01-4410-6010	1,297.92
P18-03123	IVS Computer Technology	30 unit Chromebook Cart / Yuba Gardens ASES	01-4410-6010	1,297.92
P18-03129	CDW-G COMPUTER CENTER	Acrobat Pro 2017	01-5801-6010	81.81
Total Location				106,646.73

Location Arboga Elementary (01)				
P18-02959	AMAZON.COM	Laminating Pouches/WIN/PHA	01-4300-3010	54.38
P18-02968	MCGRW-HILL SCHOOL EDUCATION	Reading Decodables / Win Gr. 1 & 2	01-4300-3010	1,657.09
P18-02980	AMAZON.COM	Artist Canvases/PRESTON	01-4300-0003	93.05
P18-03015	The Beauty of Paint	Teacher Professional Development 3/12/18 /PRESTON	01-5801-1100	312.50
P18-03070	Complete Book and Media Supply	Books /Hileman Rm 10	01-4300-3010	359.17
P18-03078	Today's Classroom	Magazine Rack / Preston	01-4300-1100	115.19
P18-03137	Supreme School Supply	Visitor Badges / Preston	01-4300-1100	140.76
P18-03273	CDW-G COMPUTER CENTER	Student computer	01-4410-3010	673.32
P18-03274	AMAZON.COM	Games / Preston	01-4300-0003	292.88
P18-03297	PERMA BOUND	Library Books / West	01-4200-0003	5,387.74
P18-03303	AMAZON.COM	Craft Sticks/PHA	01-4300-0003	19.38
P18-03309	CDW-G COMPUTER CENTER	Projector Install Items / B. West	01-4300-3010	131.61
Total Location				9,237.07

Location Browns Valley Elementary (03)				
P18-03049	Jones School Supply Co., Inc.	Student Awards	01-4300-1100	1,474.94

Location Business Services (106)				
P18-03193	SCHOOL WORKS, INC	GIS Services 2017-2018	25-5801-0000	5,500.00

Location Categorical (203)				
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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Cedar Lane Elementary (05)				
P18-03245	ULINE.COM	Paper Bags	01-4300-9045	173.64
P18-02958	Farrow Distributing	Perfect Attendance Incentives	01-4300-1100	135.00
P18-02986	Badge-A-Minit	Button making supplies	01-4300-1100	150.41
P18-02987	PERIPOLE, INC	Music Supplies / Wiseman	01-4300-0004	1,981.90
P18-03016	School Life	Attendance Awards / April	01-4300-1100	384.29
P18-03017	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	2nd grade science journals	01-4300-0003	123.37
P18-03095	Happy Numbers, Inc.	Math Software	01-5801-0003	299.00
P18-03125	MYERS-STEVENSON & CO INC	Shady Creek	01-5890-9010	378.00
P18-03126	APPLE COMPUTER INC	CLE Volume Credits	01-4300-3010	500.00
P18-03226	B STREET THEATRE	Performance of Fantasy Festival 32	01-5801-1100	550.00
Total Location				4,501.97
Location Charter Academy For Fine Arts (42)				
P18-03161	AMAZON.COM	Software for Strings	09-4300-0000	97.43
P18-03162	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	40.25
P18-03163	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	54.25
P18-03171	DICK BLICK COMPANY	Art Supplies	09-4300-1100	594.87
P18-03229	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	35.00
P18-03230	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5801-0000	35.00
P18-03231	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5801-0000	35.00
P18-03319	J's Party Rentals & Decor	Chair Rental	09-5630-0000	1,210.00
P18-03321	ExploreLearning, LLC	Gizmos License - McDowell	09-5801-0000	2,195.00
P18-03323	GOPHER SPORT	Supplies - Martial Arts	09-4300-0004	765.76
Total Location				5,062.56
Location Child Development (51)				
P18-02944	INSECT LORE	Insect Larvae	12-4300-6105	384.95
P18-02966	AMAZON.COM	Craft Supplies / D.O.	12-4300-6105	72.74
P18-02971	KAPLAN SCHOOL SUPPLY	Preschool Books	12-4300-6052	584.51
P18-03014	Juliana Roura Ganitoen	Workshops	12-5801-6105	700.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51) (continued)				
P18-03018	KAPLAN SCHOOL SUPPLY	QRIS Yuba Feather supplies	12-4300-6127	255.77
P18-03020	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	MCC Supplies Rm B- clear view bins & labels	12-4300-9010	151.28
P18-03021	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Class Supplies to support ECERS YF Pre	12-4300-6105	1,750.49
			12-4300-6127	300.00
P18-03044	AMAZON.COM	Books	12-4300-6105	79.50
P18-03130	AMAZON.COM	Under Shelf Baskets / Kynoch Pre	12-4300-6105	34.36
P18-03185	KAPLAN SCHOOL SUPPLY	Class Supplies Cov Pre - Rm C Becky D'Agostini	12-4300-6105	694.82
P18-03186	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Class Supplies Cov Pre - Room C Becky D'Agostini	12-4300-6105	189.39
P18-03192	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Teaching Center - Olv Pre Supplies	12-4300-6105	702.54
P18-03214	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Cart and Art Supplies / Jackie Midthun	12-4300-6105	434.02
P18-03255	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Olivehurst Pre Supplies- Kang Soung	12-4300-6105	496.75
P18-03260	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Bins & Labeling Pockets / MCC Bernie Ridgeway	12-4300-6105	369.02
P18-03314	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kinetic Sand	12-4300-6105	139.61
		Total Location		7,339.75

Location Community Day School (54)				
P18-02890	New Management, Inc.	Lock Bloks	01-4300-0004	130.98
P18-03159	AMAZON.COM	SD cards for Camera	01-4300-0003	281.23
P18-03207	OFFICE DEPOT B S D	Stacking Chairs	01-4300-1100	831.36
P18-03211	APPLE COMPUTER INC	iPads	01-4300-3010	5,372.91
P18-03217	SCHOOL SPECIALTY	Office Chairs	01-4300-1100	696.05
P18-03218	WALKER'S OFFICE SUPPLIES	Conference Table	01-4300-1100	315.37
P18-03219	SAC VAL JANITORIAL SALES & SERVICES, INC.	Logo Door Mats	01-4300-1100	806.46
P18-03227	AMAZON.COM	iPad Cases	01-4300-1100	273.78
		Total Location		8,708.14

Location Cordua Elementary (07)				
P18-03302	TFD Unlimited, LLC	Earbuds	01-4300-3010	178.61

Location Covillaud Elementary (09)				
P18-03212	OFFICE DEPOT B S D	Labels and Pencil Sharpeners	01-4300-1100	127.04

Location Edgewater Elementary (12)				
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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Edgewater Elementary (12)				
P18-03308	REALLY GOOD STUFF	Classroom Supplies / Marshall	01-4300-0003	1,644.74
Location Ella Elementary (13)				
P18-03210	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	classroom supplies	01-4300-0003	99.73
P18-03224	Teacher Synergy, Inc. Purchase Order Dept.	Classroom Supplies	01-4300-0003	91.41
P18-03234	Jones School Supply Co., Inc.	Award Medals	01-4300-3010	298.73
P18-03312	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Math Activities	01-4300-0003	97.39
P18-03316	AMAZON.COM	Custodial	01-4300-1100	108.23
P18-03317	AMAZON.COM	Laptop Batteries	01-4300-0003	79.73
Total Location				775.22

Location Facilities (66)				
P18-03256	DIVISION OF STATE ARCHITECT	DSA Fees for Edgewater Restrooms Project #8157	01-6223-0010	1,699.24

Location Foothill Intermediate (35)				
P18-02962	Scholastic, Inc. Magazines	Books - R. Bertalan	01-4300-3010	174.12
P18-02969	J.W. PEPPER & SON, INC	Sheet Music	01-4300-0004	69.53
P18-02978	AMAZON.COM	Printer - F. Bertalan	01-4300-3010	171.59
P18-03011	AMAZON.COM	Electric Lantern	01-4300-1100	70.72
P18-03039	STEMfinity, LLC	Robot Kits / F. Bertalan	01-4300-3010	3,386.73
P18-03145	ACP DIRECT	FHS-Keyboad Skins	01-4300-0003	311.55
P18-03257	Complete Book and Media Supply	Classroom Novel-Cowan	01-4300-3010	147.22
P18-03259	CDW-G COMPUTER CENTER	Projector Mount	01-4300-3010	107.97
P18-03278	AMAZON.COM	FHS-Math/Tech (STEM)	01-4300-3010	357.21
P18-03311	TFD Unlimited, LLC	Earbuds	01-4300-3010	178.61
Total Location				4,975.25

Location Grounds (65)				
P18-03022	TRACTOR SUPPLY COMPANY	GROUNDS	01-4300-0000	546.92
P18-03030	VERIZON WIRELESS	Kyrocer DuraXV Juston Furr 530-701-7354	01-4300-0000	21.78
P18-03031	VERIZON WIRELESS	Kyrocer DuraXV Robert Paez 530-701-9594	01-4300-0000	21.78
P18-03032	VERIZON WIRELESS	Kyrocer DuraXV Dale Campbell 530-701-8217	01-4300-0000	21.78
P18-03033	VERIZON WIRELESS	Kyrocer DuraXV Estaban Ayala 530-434-9222	01-4300-0000	21.78

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Grounds (65) (continued)					
P18-03232	TWIN CITIES TREE SERVICE	Grounds - Arboga School	01-5801-0000	800.00	
			Total Location	1,434.04	
Location Indian Education (108)					
P18-02970	CRAZY CROW	Cultural Project Supplies	01-4300-4510	350.00	
P18-02977	Sky Road Webb	Miwok Culture Instruction	01-5801-7210	500.00	
P18-03093	MYERS-STEVENSON & CO INC	Ins. for Point Reyes March 21-23, 2018	01-5890-7210	52.50	
P18-03134	OFFICE DEPOT B S D	Open PO	01-4300-4510	300.00	
P18-03301	MYERS-STEVENSON & CO INC	Auburn Cultural Event Oct. 14, 2018	01-5890-4510	35.00	
			Total Location	1,237.50	
Location Instruction (IMC) (110)					
P18-02967	Thomson Reuters	California Education Code, 2017	01-4300-0000	155.88	
P18-03082	OFFICE DEPOT B S D	Folder Portfolios	01-4300-0000	13.34	
P18-03148	RENAISSANCE LEARNING, INC	Renaissance subscription for LHS and MHS	01-5801-0004	832.40	
P18-03155	CDW-G COMPUTER CENTER	24" Monitor	01-4300-0000	163.10	
P18-03183	ADVANCED DOCUMENT CONCEPTS	Ed. Services Copier Maint 17-18 SY	01-5621-0000	550.00	
P18-03272	Cardea Services	Heathy Youth Act Training	01-5801-4035	6,000.00	
			Total Location	7,714.72	
Location Johnson Park Elementary (15)					
P18-02996	AMAZON.COM	Wobble Chairs & Sensory Items / Stabnau	01-4300-6500	227.62	
P18-03038	Athletics Unlimited	T-Shirts for student council and Recess Rangers	01-4300-0004	287.86	
P18-03042	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Gear Clocks / Ghag	01-4300-0003	113.63	
P18-03061	CDW-G COMPUTER CENTER	Acrobat Pro 2017 / Teachers	01-5801-0003	654.48	
P18-03072	COSTA VIDA	Staff Lunch	01-4300-1100	334.62	
P18-03081	Complete Book and Media Supply	Books / Rivas	01-4300-0003	138.01	
P18-03127	GREENFIELD LEARNING, INC MULTIMEDIA SYSTEMS FOR TRAIN. Lexia Reading Core5 Program	Chromebok battery and keyboard	01-5801-0003	9,900.00	
P18-03156	AssetGenie, Inc., dba AG iRepair	Acrobat Pro 2017 / Admin	01-4300-0003	108.14	
P18-03216	CDW-G COMPUTER CENTER		01-5801-1100	245.43	
			Total Location	12,009.79	
Location Kynoch Elementary (17)					
P18-02942	APPLE COMPUTER INC	iPads 32GB	01-4300-3010	30,554.33	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Kynoch Elementary (17) (continued)					
P18-02965	AMAZON.COM	Maps / Xiong	01-4300-0003	295.00	
P18-02990	CDW-G COMPUTER CENTER	Student computer	01-4410-0003	673.32	
P18-02991	CDW-G COMPUTER CENTER	Laptops and short throw mounts	01-4300-3010	755.78	
			01-4410-3010	5,945.08	
P18-02993	TROXELL COMMUNICATIONS INC	Projectors	01-4410-3010	7,660.85	
P18-02994	IVS Computer Technology	Smartboard and Elmos	01-4410-3010	3,090.91	
P18-02995	NWN CORPORATION	HP M652dn Printer	01-4410-3010	1,331.20	
P18-03037	AMAZON.COM	USB Microphone	01-4300-1100	215.42	
P18-03047	DEMCO	Library Supplies	01-4300-1100	127.69	
P18-03055	SCHOOL SPECIALTY	Student Chairs	01-4300-1100	519.60	
P18-03056	Courthouse Cafe	Meal for Teacher InService	01-4300-1100	434.00	
P18-03062	The Aussie Pouch Co., Inc	Aussie Pouches	01-4300-0003	311.80	
P18-03063	BRAIN POP	Brain Pop License	01-5801-3010	2,395.00	
P18-03071	Complete Book and Media Supply	Independent Writing Book	01-4300-0003	76.58	
P18-03073	AMAZON.COM	Behavior Class Supplies	01-4300-0003	114.58	
P18-03080	Complete Book and Media Supply	Books	01-4300-0003	70.56	
P18-03083	NORTH VALLEY BARRICADE & SAFET	Stop Signs / Crossing Guards	01-4300-1100	278.85	
P18-03094	PERMA BOUND	Library Books	01-4200-0003	4,321.69	
P18-03158	AMAZON.COM	Books and Music Supplies	01-4300-0003	34.65	
P18-03160	School Life	Math & Science Brag Tags	01-4300-1100	51.23	
P18-03170	RAYMOND GEDDES & CO INC	AR Prizes	01-4300-9010	72.87	
P18-03173	EMPIRE MINE STATE HISTORIC PARK	Grade 4 Field Trip to Empire Mine	01-5890-9010	376.00	
P18-03174	Complete Book and Media Supply	Books	01-4300-0003	127.52	
P18-03184	CAROLINA BIOLOGICAL SUPPLY CO	Rm 13/14. Butterflies & Lady Bugs	01-4300-0003	143.81	
P18-03187	School Life	Brag Tags Room 18	01-4300-0004	937.85	
P18-03246	AMAZON.COM	Classroom Imaginative Play	01-4300-0003	127.98	
P18-03248	Cerebellum Corporation	Conflict Resolution Tools	01-4300-0003	1,893.32	
P18-03251	Scholastic, Inc. Magazines	Magazine Subscription	01-4300-0003	137.50	
P18-03252	HeidiSongs	Music Supplies	01-4300-0003	133.50	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Kynoch Elementary (17) (continued)				
P18-03281	REALLY GOOD STUFF	Privacy Partitions	01-4300-0003	201.74
P18-03282	REALLY GOOD STUFF	Privacy Partitions	01-4300-0003	270.38
P18-03283	REALLY GOOD STUFF	Drying Rack	01-4300-0003	264.54
P18-03284	REALLY GOOD STUFF	Classroom Supplies	01-4300-0003	151.93
Total Location				64,097.06
Location Linda Elementary (19)				
P18-02979	AMAZON.COM	Portable Partition / SDC	01-4300-0004	149.08
P18-03009	CDW-G COMPUTER CENTER	Admin CPUs	01-4410-1100	3,117.60
P18-03010	CDW-G COMPUTER CENTER	Offerboxes for iPads	01-4300-3010	5,616.36
P18-03013	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Journals	01-4300-0003	90.31
P18-03050	CDW-G COMPUTER CENTER	Laptops	01-4410-0003	31,707.12
P18-03051	APPLE COMPUTER INC	iPads 128GB	01-4300-3010	48,356.19
P18-03079	MYERS-STEVENSON & CO INC	Short term insurance for 2/22/2018 second grade	01-5890-9010	166.25
P18-03151	AMAZON.COM	Toner	01-4300-0003	35.57
P18-03153	MYERS-STEVENSON & CO INC	Short term insurance	01-5890-9010	56.00
P18-03165	TFD Unlimited, LLC	Earbuds	01-4300-0003	17.86
P18-03204	PENWORTHY / MEDIA SOURCE	AR library books	01-4200-0003	863.84
P18-03235	ROSEN PUBLICATIONS C/O SARAH GROSS	AR Library Books	01-4200-0003	994.82
P18-03250	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom materials	01-4300-0003	108.21
Total Location				91,279.21
Location Lindhurst High (43)				
P18-02939	WOODWIND AND BRASSWIND	Instruments/Sleigh	01-4410-0004	3,984.68
P18-02941	KING CLOTHING	CTE LHS MEDIA SPANGLER	01-4300-3550	500.00
P18-02943	AMAZON.COM	Classroom Supplies/Hutchinson	01-4300-0003	590.40
P18-02945	WARDS NATURAL SCIENCE	Science Supplies/Hutchinson	01-4300-0003	248.02
P18-02946	HARBOR FREIGHT TOOLS	Classroom Supplies/Hutchinson	01-4300-0003	320.81
P18-02949	ArmorZone Athletic, LLC	Supplies/Football	01-5641-0000	1,554.38
P18-02961	MYERS-STEVENSON & CO INC	Field Trip Insurance 2/6/18	01-5890-0000	42.00
P18-02992	MYERS-STEVENSON & CO INC	ED Field Trip 2/8	01-5890-6500	35.00
P18-02998	FLINN SCIENTIFIC INC	Science Supplies/Hutchinson	01-4300-0003	3,041.12

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Includes Purchase Orders dated 03/01/2018 - 03/31/2018				Board Meeting Date April 24, 2018		
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount		
Location Lindhurst High (43) (continued)						
P18-03000	TROXELL COMMUNICATIONS INC	Software/Spangler	01-5801-0004	995.00		
P18-03006	ALL METALS SUPPLY, INC.	BBQ Thermometer/Moss	01-4300-0003	61.49		
P18-03052	K-12 TEXTBOOKS	Supplemental Textbooks	01-4100-0004	1,608.20		
P18-03053	MYERS-STEVENS & CO INC	Field Trip Insurance/Teen Leadership Council	01-5890-0000	35.00		
P18-03054	MYERS-STEVENS & CO INC	Field Trip Insurance/ROTC 2/16/18	01-5890-0000	35.00		
P18-03064	Mike Brown Grandstands, Inc.	Graduation Bleacher Rental	01-5630-0000	4,200.00		
P18-03065	SCHOLASTIC	Magazine Subscription	01-4300-0003	313.17		
P18-03067	TROXELL COMMUNICATIONS INC	Lavalier Microphones/Spangler	01-4410-0003	1,028.38		
P18-03076	MJB WELDING SUPPLY	Welding attachment repair/Moss	01-5641-7010	40.67		
P18-03124	Country Butcher	BBQ Grill/Levitt	01-4410-0003	974.24		
P18-03133	MAR-KEY LOCK & SECURITY	Keys	01-4300-0000	209.14		
P18-03157	B & H PHOTO	Lenses / Spangler / CTE	01-4300-3550	646.25		
P18-03167	J.W. PEPPER & SON, INC	Music Storage/Sleigh	01-4300-0003	146.60		
P18-03213	GOVCONNECTION, INC.	Epson Projector Lamps	01-4300-0003	894.87		
P18-03221	MYERS-STEVENS & CO INC	ED Field Trip 3/8	01-5890-6500	35.00		
P18-03243	VALLEY TRUCK & TRACTOR CO	Vegetable Drill/Moss	01-4410-0004	1,324.18		
P18-03244	TROXELL COMMUNICATIONS INC	Rear Throw Projector/Screen/Lens	01-4410-3550	5,001.00		
			01-4410-9013	1,163.86		
P18-03254	MYERS-STEVENS & CO INC	Yuba College Field Trip 3/16	01-5890-9010	78.75		
P18-03258	THE TREE HOUSE	HP 655A Toner	01-4300-0003	4,579.52		
P18-03288	Rogers Athletic Co.	Football Sled	01-4410-0004	5,180.18		
P18-03289	AMAZON.COM	Handheld Metal Detectors	01-4300-6690	64.92		
P18-03313	AMAZON.COM	Floor Lamps	01-4300-0000	46.35		
P18-03320	AMAZON.COM	Matrix Switch/Peterson	01-4300-0003	59.53		
Total Location				39,037.71		
Location Loma Rica Elementary (21)						
P18-03152	CDW-G COMPUTER CENTER	Laptops	01-4410-3010	3,963.39		
P18-03164	GOVCONNECTION, INC.	LRE Epson projector filters	01-4300-3010	174.08		
P18-03223	AMAZON.COM	Custodial Supplies	01-4320-0000	121.32		
P18-03285	AMAZON.COM	Dance CD / Rerucha	01-4300-1100	16.23		
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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Loma Rica Elementary (21) (continued)				
P18-03292	Complete Book and Media Supply	AR Books	01-4300-3010	649.57
P18-03296	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-3010	113.63
P18-03299	TROXELL COMMUNICATIONS INC	Headphones	01-4300-3010	156.96
P18-03305	AMAZON.COM	Rulers and Book	01-4300-3010	76.71
P18-03306	AMAZON.COM	Pencils and Crayons	01-4300-0003	66.50
P18-03318	CDW-G COMPUTER CENTER	Admin CPU and Monitor	01-4410-1100	1,212.77
Total Location				6,551.16
Location Maintenance (63)				
P18-02953	FLETCHERS PLUMBING & CONTRACTING INC.	MAINTENANCE - OLIVEHURST ELEMENTARY	01-5801-8150	1,385.00
P18-02954	CLEANRITE / BUILDRITE INC.	MAINTENANCE - BROWNS VALLEY ELEM	01-5801-8150	533.15
P18-02955	Decker Equipment/School Fix	MAINTENANCE - MHS BOYS RR	01-4410-8150	1,168.10
P18-02973	GOLDEN BEAR ALARMS	MAINTENANCE - DISTRICT WIDE	01-5801-8150	500.00
P18-03023	GEARY PACIFIC SUPPLY	MAINTENANCE - INDEPENDENT STUDY	14-4410-0000	8,892.91
P18-03029	AMAZON.COM	MAINTENANCE - TRAVIS	01-4300-8150	60.60
P18-03034	VERIZON WIRELESS	Kyrocera DuraVX Andrew Hernandez (New line)	01-4300-8150	21.78
P18-03035	VERIZON WIRELESS	Kyrocera DuraVX Tom Sampley (new line)	01-4300-8150	21.78
P18-03057	CAPITOL BUILDERS HARDWARE INC	Maintenance - Olivehurst Elem. Front Doors	14-5642-0000	296.34
P18-03058	CAPITOL BUILDERS HARDWARE INC	Maintenance - Johnson Park Ramp	14-5642-0000	931.43
P18-03059	CAPITOL BUILDERS HARDWARE INC	Maintenance Shop - Doors	14-5801-0000	2,596.48
P18-03084	THE TREE HOUSE	HP 201A Toner	01-4300-8150	291.57
P18-03179	KONE Inc.	Maint. - MHS Elevator Fire Testing	01-5801-8150	800.00
P18-03180	W.V. ALTON, INC.	Transportation Front Door Canopy	01-5801-8150	140.22
P18-03181	THRIFTY-ROOTER-PUMPING	MHS Staff Parking Lot	01-5801-8150	75.00
P18-03182	CITY OF MARYSVILLE RECREATION DEPT	Fire Inspection - McKenney	01-5801-8150	225.00
P18-03208	CDW-G COMPUTER CENTER	Acrobat Pro 2017 / Julie	01-5801-8150	81.81
P18-03233	FRANK M. BOOTH, INC	Maintenance - LHS HVAC Unit	01-5641-8150	248.00
P18-03268	AMAZON.COM	MAINTENANCE	01-4300-8150	26.22
P18-03269	GOLDEN BEAR ALARMS	Maintenance - Linda School	01-5801-8150	35.00
P18-03270	Carrier Corporation	Maintenance - LHS	01-5801-8150	445.00
P18-03290	GEARY PACIFIC SUPPLY	Maintenance - District Office Rm #114	14-4410-0000	2,971.54

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Maintenance (63) (continued)					
P18-03294	JEFF HUBER CONSTRUCTION	MAINTENANCE - MCAA STAGE	09-5801-0004	10,465.00	
P18-03295	GEORGE ROOFING	Maintenance - District Office Print Shop	14-5642-0000	3,800.00	
P18-03324	BROWNSVILLE SAND & GRAVEL INC	Maintenance - Covillaud School	14-6170-0000	19,000.00	
Total Location				55,011.93	
Location Marysville High (45)					
P18-02956	ALPHA FIRED ARTS	Ceramics Kiln / Pug Mill	01-4410-0003	6,892.15	
P18-03007	ACCREDITING COMMISSION FOR SCHOOLS	WASC Visit	01-5801-0000	1,965.00	
P18-03040	CIF SAC-JOAQUIN SECTION	CIF Dues	01-5310-0000	651.89	
P18-03043	Sargent Welch Scientific	Science Supplies	01-4300-3010	1,515.95	
P18-03068	MAXI'S A.P. SERVICES	First Aid & CPR training for ROP students	01-5801-0004	1,356.00	
P18-03075	MEDCO SUPPLY COMPANY	Sports Med Supplies	01-4300-0004	270.74	
P18-03077	KINNEY ELECTRIC	Ag Barn Fan Supplies	01-4300-9023	200.00	
P18-03085	W-W Paul Scales	Digital Weight Indicator	01-4410-3550	1,305.46	
P18-03087	Encore Oils	Emergency Grease Trap Pump	13-5641-5310	125.00	
P18-03131	CDW-G COMPUTER CENTER	Scanner Software - Khan	01-5801-3550	249.51	
P18-03136	ACCREDITING COMMISSION FOR SCHOOLS	WASC Reimbursements	01-5801-0000	1,909.73	
P18-03138	AMAZON.COM	Camera Lenses / Khan	01-4410-3550	1,125.80	
P18-03141	RISO PRODUCTS OF SACRAMENTO	RISO Supplies	01-4300-0003	2,072.99	
P18-03168	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Yard Cart / CTE / Magill	01-4300-3550	489.51	
P18-03169	CAROLINA BIOLOGICAL SUPPLY CO	Soil Horizon / CTE / Farrah	01-4300-3550	197.71	
P18-03172	Courthouse Cafe	Lunch for PD 3/16	01-4300-0000	99.50	
P18-03176	B & H PHOTO	Wireless Cutting Machine / CTE Farrah	01-4300-3550	222.98	
P18-03209	Woodcraft Supply	Tool Box / CTE / Martinez	01-4410-3550	647.34	
P18-03249	AMAZON.COM	Stools	01-4300-0000	270.60	
P18-03253	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Open PO to Lowe's / Woodshop	01-4300-9010	800.00	
P18-03264	B & H PHOTO	Photo Supplies	01-4300-0004	260.04	
P18-03275	PTM Document Systems	Report Card Paper	01-4300-0004	1,107.54	
P18-03276	JORGENSEN SPORTS SERVICE	Softball/ Baseball Officials	01-5801-0000	6,409.00	
P18-03277	AssetGenie, Inc., dba AG iRepair	Battery for Chromebook	01-4300-0000	51.75	
P18-03286	MASTER MIX LIGHT AND SOUND PRODUCTION	Sound System for Graduation	01-5801-0000	1,360.00	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P18-03300	5-Star Students, LLC	5 Star Students Subscription	01-5801-0003	2,428.97
			Total Location	33,985.16
Location McKenney Intermediate (37)				
P18-02999	Complete Book and Media Supply	Library Books	01-4200-0004	463.58
P18-03074	Tim's Music	Saxophones, Used	01-4410-0004	4,492.38
P18-03146	Follett School Solutions, Inc.	Library Barcodes	01-4300-0003	212.85
P18-03150	5-Star Students, LLC	Student Involvement Program / Seiler	01-4300-6690	876.83
			01-5801-6690	1,450.00
P18-03242	NWN CORPORATION	HP M652dn Printer	01-4410-3010	1,331.20
			Total Location	8,826.84
Location Nutrition Services (73)				
P18-02951	Crown Distributing	Direct Order for Warehouse Inventory	13-9326-5310	1,641.15
P18-02952	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9325-5310	614.70
			13-9326-5310	4,115.04
P18-02974	LAND O'LAKES, INC	Commodity Food Order	13-9325-5310	5,097.34
P18-02975	DANIELSEN COMPANY	Direct Order for Warehouse Inventory	13-9325-5310	111.74
P18-02976	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	355.00
P18-02981	NWN CORPORATION	Printer / Edgewater Kitchen	13-4300-5310	176.65
P18-02983	JENNIE-O-TURKEY STORE	Direct Order for Warehouse	13-9325-5310	7,114.53
P18-03086	Matt Upton, Speaking of Success	Dept. Training Per Attached Invoices	13-5801-5310	3,600.00
P18-03088	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	SNP Allocation April-May 2018 Delivery	13-4716-5310	507.00
			13-9325-5310	1,604.20
P18-03090	NATIONAL FOOD GROUP	Direct Order for Warehouse Inventory	13-9325-5310	5,752.00
P18-03142	Fat Cat Scones	Direct Order for Warehouse Inventory	13-9325-5310	5,643.40
P18-03143	JTM PROVISIONS COMPANY, INC	Direct Order for Warehouse Inventory	13-9325-5310	4,025.00
P18-03144	Bell Tasty Foods Inc.	Direct Order for Warehouse Inventory	13-9325-5310	5,904.00
P18-03188	ADVANCE PIERRE FOODS	Direct Order for Warehouse Inventory	13-9325-5310	5,671.90
P18-03189	Asian Food Solutions	Direct Order for Warehouse Inventory	13-9325-5310	12,680.00
P18-03190	LAND O'LAKES, INC	Food Order	13-4717-5310	979.20
			13-9325-5310	5,213.92

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P18-03191	ULINE.COM	Shrinkwrap for Warehouse	13-4300-5310	470.43
P18-03215	S.A. PIAZZA & ASSOCIATES, LLC	Direct Order for Warehouse Inventory	13-9325-5310	3,336.00
P18-03236	TYSON FOODS	Direct Order for Warehouse Inventory	13-9325-5310	10,190.46
P18-03237	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	994.00
P18-03315	CDW-G COMPUTER CENTER	Ethernet Cable for KYN Kitchen POS	13-4300-5310	14.12
Total Location				85,811.78
Location Olivehurst Elementary (25)				
P18-03005	Pearson Clinical Order Dept.	Testing Protocols	01-4300-6500	168.26
P18-03261	DEMCO	Classroom Reader Labels	01-4300-0004	70.92
Total Location				239.18
Location Pupil Services (202)				
P18-02940	CASE Osgian Office Centre	Journal of Special Education Leadership	01-4300-0000	60.00
P18-02988	APPLE COMPUTER INC	iPads 128GB	01-4300-6500	895.49
P18-02989	AMAZON.COM	Replacement laptop screen / Sheena	01-4300-6500	54.11
P18-02997	GOPHER SPORT	Adapted PE supplies	01-4300-6500	23.01
P18-03132	PEARSON ASSESSMENTS ORDER DEPARTMENT	GATE testing material	01-4300-0000	497.50
P18-03222	ZYtech Solutions, Inc.	Battery for laptop / Margot	01-4300-0000	73.60
P18-03263	WALKER'S OFFICE SUPPLIES	File/Bookcase Combos	01-4410-0000	1,153.95
Total Location				2,757.66
Location Purchasing (104)				
P18-03066	SCHOOL SPECIALTY	Mini Blinds for Covillaud	01-4300-0000	210.73
P18-03196	SIERRA SCHOOL EQUIPMENT CO	Student Desks - New Classroom	01-4300-0000	3,902.41
P18-03197	SIERRA SCHOOL EQUIPMENT CO	Student Desks - New Classroom	01-4300-0000	3,902.41
P18-03198	SCHOOL SPECIALTY	Tables, Chairs, File Cabinets, Growth Classrooms	01-4300-0000	6,844.16
P18-03199	SCHOOL SPECIALTY	Tables, Chairs, File Cabinets, KYN	01-4300-0000	2,024.87
P18-03200	SCHOOL SPECIALTY	Tables, Chairs, File Cabinets, ELLA	01-4300-0000	2,024.87
P18-03201	OFFICE DEPOT B S D	Teacher Chair - Growth Classrooms	01-4300-0000	907.68
P18-03202	OFFICE DEPOT B S D	Teacher Chair - Kynoch	01-4300-0000	302.56
P18-03203	OFFICE DEPOT B S D	Teacher Chair - Ella	01-4300-0000	302.56
P18-03238	SCHOOL SPECIALTY	Teacher Desk - Growth Classrooms	01-4410-0000	2,159.59

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Purchasing (104) (continued)					
P18-03239	SCHOOL SPECIALTY	Teacher Desk - New Classroom	01-4410-0000	719.86	
P18-03240	SCHOOL SPECIALTY	Teacher Desk - New Classroom	01-4410-0000	719.86	
P18-03267	SIERRA SCHOOL EQUIPMENT CO	Student Desks - Growth Classrooms	01-4300-0000	10,246.95	
			Total Location	34,268.51	
Location South Lindhurst (47)					
P18-02957	THE TREE HOUSE	Samsung Toner	01-4300-3010	646.90	
P18-03001	American Flagpole c/o Specialty Bldg Components	Flagpole	01-4410-0004	1,147.45	
P18-03002	SCHOOL SPECIALTY	Sit-to-stand desk riser	01-4300-0004	371.41	
P18-03003	LIBERTY FLAGS INC	American and CA Flags	01-4300-0004	82.59	
			Total Location	2,248.35	
Location Student Discipline/Attendance (109)					
P18-02960	AMAZON.COM	DVD Documentaries	01-4300-0000	77.90	
P18-03287	CDW-G COMPUTER CENTER	Laptop / SARB	01-4410-0000	990.85	
			Total Location	1,068.75	
Location Technology (102)					
P18-02947	TROXELL COMMUNICATIONS INC	Board Room Projector Lamp	01-4300-0000	430.84	
P18-02948	AMAZON.COM	Power Cable for Ethernet Switch	01-4300-0000	16.93	
P18-03004	Whitaker Brothers, Inc.	Hard Drive Destroyer	01-4450-0000	5,655.91	
P18-03012	AMAZON.COM	Folding table and chair / Fred	01-4300-0000	64.92	
P18-03024	W.V. ALTON, INC.	MCAA IT Room - HVAC	01-5801-0000	6,462.00	
P18-03025	W.V. ALTON, INC.	Yuba Feather IT Room - HVAC	01-5801-0000	4,663.00	
P18-03026	W.V. ALTON, INC.	Olivehurst Elementary School IT Room - HVAC	01-5801-0000	4,422.00	
P18-03027	W.V. ALTON, INC.	Kynoch Elementary IT Room - HVAC	01-5801-0000	4,317.00	
P18-03028	W.V. ALTON, INC.	Arboga Elementary IT Room - HVAC	01-5801-0000	4,243.00	
P18-03036	VERIZON WIRELESS	Samsung Galaxy S9 Raul Oseguera 530-682-4618	01-4410-0000	506.71	
P18-03045	AMAZON.COM	Phone case for Raul.	01-4300-0000	19.47	
P18-03046	AMAZON.COM	Phone charger for Raul	01-4300-0000	24.89	
P18-03195	CDW-G COMPUTER CENTER	Rackmount	01-4410-0000	3,760.91	
P18-03225	THE TREE HOUSE	Toner for Main Printer	01-4300-0000	412.53	

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Board Report with Fund-Object-Resource by

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Technology (102) (continued)				
P18-03291	AMS.NET	Cisco Demo Phones	01-4300-0000	2,635.89
			01-4410-0000	1,618.34
			Total Location	39,254.34
Location Transportation (59)				
P18-03091	E.T. QUALITY RV, INC	Transportation - Dental Van Repairs	01-5641-9014	2,163.15
P18-03139	CENTRAL DRUG SYSTEM, INC.	Transportation - Online Training	01-5801-0230	858.00
P18-03271	CENTRAL DRUG SYSTEM, INC.	Transportation - Drug Testing Handbook	01-4300-0230	485.06
P18-03293	JJMS Enterprises Inc.	Transportation - Parts	01-4364-0230	1,000.00
P18-03322	AMAZON.COM	Western Digital 500 GB Camera Hard Drives	01-4300-0230	703.63
			Total Location	5,209.84
Location Warehouse (71)				
P18-02937	SAC VAL JANITORIAL SALES & SERVICES, INC.	Whs Stock 17-18 SY	01-9320-0000	156.96
P18-02938	HILLYARD - SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	1,988.63
P18-02950	PLATT ELECTRIC SUPPLY	Warehouse Stock 17-18 S.Y.	01-9320-0000	12,124.00
P18-02982	MOHINDER SPORT INC	Warehouse Stock 17-18 S.Y.	01-9320-0000	699.90
P18-02984	THE TREE HOUSE	Whs Stock 17-18 SY	01-9320-0000	358.58
P18-02985	TRACTOR SUPPLY COMPANY	Warehouse Stock 2017-18 S.Y.	01-9320-0000	42.08
P18-03089	HILLYARD - SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	553.91
P18-03092	ULINE.COM	Warehouse Stock 2017-18 S.Y.	01-9320-0000	124.08
P18-03140	SAC VAL JANITORIAL SALES & SERVICES, INC.	Whs Stock 17-18 SY	01-9320-0000	123.29
P18-03177	MOHINDER SPORT INC	Warehouse Stock 17-18 S.Y.	01-9320-0000	1,083.95
P18-03178	SOUTHWEST SCHOOL & OFFICE SUPPLY	Whs Stock 17-18 SY	01-9320-0000	811.78
			Total Location	18,067.16
Location Yuba Feather K-6 (29)				
P18-03048	CONSTRUCTIVE PLAYTHINGS/ U.S. TOY COMPANY	Storage Tubs	01-4300-0003	399.18
P18-03128	TROXELL COMMUNICATIONS INC	Headphones	01-4300-0003	392.41
P18-03135	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Timers	01-4300-0003	64.93
			Total Location	856.52
Location Yuba Gardens Intermediate (39)				
P18-03019	VANDEN CORPORATION	Direction Survey & PLUS Prog Subscription/M Jones	01-5801-0003	549.13

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Yuba Gardens Intermediate (39) (continued)				
P18-03041	Courthouse Cafe	Teacher InService Breakfast/Gates	01-4300-1100	528.53
P18-03069	Complete Book and Media Supply	Books / Multiple Teachers	01-4300-0003	293.71
P18-03147	Tim's Music	Instrument Repairs	01-5641-0003	718.67
P18-03154	AMAZON.COM	Elmo Adapters and Speakers / Waters	01-4300-3010	262.89
P18-03166	AssetGenie, Inc., dba AG iRepair	Chromebook battery and keyboard	01-4300-3010	129.79
P18-03205	AMAZON.COM	Books and Pencils / Multiple Teachers	01-4300-0003	865.72
P18-03206	BRAIN POP	Brain Pop Subscription / Locklin	01-5801-0003	230.00
P18-03247	Complete Book and Media Supply	Books / Multiple Teachers	01-4300-0003	77.66
P18-03262	HOME DEPOT	Woodshop Supplies / Roe	01-4300-1100	475.12
P18-03265	AMAZON.COM	File Folders / Bowman	01-4300-0003	172.98
P18-03266	AMAZON.COM	AV Adapter / Waters	01-4300-3010	86.56
P18-03279	AMAZON.COM	Book and Marbles / Clemens	01-4300-0003	44.09
P18-03280	CDW-G COMPUTER CENTER	Samsung Toner for CLP-775ND printer	01-4300-0003	416.87
P18-03298	IVS Computer Technology	30 unit Chromebook Carts	01-4300-0003	3,893.75
P18-03304	CLOSE LUMBER	Lumber / Roe	01-4300-0003	435.25
P18-03307	Complete Book and Media Supply	Books / Clemens	01-4300-0003	54.59
Total Number of POs				383
Total Location				9,235.31
Total				3,148,017.65

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	326	2,995,224.86
09	Chtr Schs	11	15,527.56
12	Child Dev	16	7,339.75
13	Cafeteria	22	85,936.78
14	Def Maint	7	38,488.70
25	Cap Fac	1	5,500.00
Total			3,148,017.65

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

001 - Marysville Joint Unified School District

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Cartwright (KATHY), Mar 29 2018 3:57PM

ESCAPE

ONLINE

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P18-00076	6,341.00	01-5621	Gen Fund/Maint Cont	3,341.00
P18-00113	2,300.00	01-5530	Gen Fund/Water & Se	150.00
P18-00143	35,000.00	01-4364	Gen Fund/Tools/Part	4,737.49
P18-00149	6,000.00	01-5641	Gen Fund/Equip Repa	3,000.00
P18-00151	6,000.00	01-4364	Gen Fund/Tools/Part	1,000.00
P18-00173	23,000.00	01-4364	Gen Fund/Tools/Part	5,000.00
P18-00184	2,800.00	01-5641	Gen Fund/Equip Repa	500.00
P18-00215	7,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P18-00217	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P18-00225	9,000.00	01-4300	Gen Fund/Mat&Suppli	5,000.00
P18-00280	9,500.00	01-4300	Gen Fund/Mat&Suppli	3,000.00
P18-00467	5,000.00	01-4300	Gen Fund/Mat&Suppli	1,866.03
P18-00568	5,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P18-00585	3,811.99	01-4300	Gen Fund/Mat&Suppli	1,111.99
P18-00718	8,725.00	09-5801	Chfr Schs/Contracts	925.00-
P18-00785	7,000.00	01-4300	Gen Fund/Mat&Suppli	2,000.00
P18-00819	4,188.01	01-4300	Gen Fund/Mat&Suppli	1,111.99-
P18-00820	1,106.44	01-4300	Gen Fund/Mat&Suppli	6.44
P18-00824	705.50	01-4300	Gen Fund/Mat&Suppli	794.50-
P18-00842	2,750.00	01-4300	Gen Fund/Mat&Suppli	750.00
P18-00843	1,250.00	01-4300	Gen Fund/Mat&Suppli	750.00-
P18-00960	1,400.00	01-4300	Gen Fund/Mat&Suppli	400.00
P18-01129	45,000.00	13-4716	Cafeteria/Produce	15,000.00
P18-01160	310.00	01-5890	Gen Fund/Other Serv	35.00
P18-01548	300.00	01-4300	Gen Fund/Mat&Suppli	150.00
P18-01593	9,200.00	01-4300	Gen Fund/Mat&Suppli	1,500.00
P18-02212	969.03	01-4410	Gen Fund/Equip NonC	26.92
P18-02751	117.06	01-4300	Gen Fund/Mat&Suppli	57.37
P18-02798	500.00	01-4300	Gen Fund/Mat&Suppli	161.81
P18-02826	253.89	01-4300	Gen Fund/Mat&Suppli	56.29-



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PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P18-02913	901.06	01-4300	Gen Fund/Mat&Suppli	363.30-
			Total PO Changes	47,292.97

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Grant Award Notification

GRANTEE NAME AND ADDRESS Gay Todd, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				17	23068	7273	00
Attention Gay Todd				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office				Resource Code	Revenue Object Code		58
Telephone 530-741-6000				7010	8590		INDEX
Name of Grant Program 2017-18 Agricultural Career Technical Education Incentive Grant							0615
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$27,502	(\$1,592)	\$25,910	1	7/1/17	6/30/18	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
<p>This is to inform you that the award for the 2017-18 Agricultural Career Technical Education Incentive Grant has been amended.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Hugh Mooney, Education Programs Consultant Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Hugh Mooney				Job Title Education Programs Consultant			
E-mail Address hmooney@cde.ca.gov					Telephone 916-319-0488		
Signature of the State Superintendent of Public Instruction or Designee 					Date March 9, 2018		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent Gay Todd, Ed.D.				Title Superintendent			
E-mail Address gtodd@mjUSD.com					Telephone 530-749-6101		
Signature 					Date 03/21/18		

Grant Award Notification (Continued)

Your district was allocated funds as part of the 2017–18 Agricultural Career Technical Education Incentive Grant Program. The first allocation of 75 percent was made in November 2017. The final 25 percent payment and specialized grant allocations will be released to counties upon receipt of this signed form certifying compliance and acceptance of the conditions and assurances previously agreed upon as part of the original application.

During the year either a Regional Supervisor for Agricultural Education or the local Agricultural Advisory Committee participated in a review that may have resulted in an adjustment of the final 25 percent payment. Pursuant to the review, funds should be distributed per the adjustments on the following schedule.

Funds will be distributed per the following schedule and expended in accordance with the district's approved 2017–18 application and original guidelines. The final 25 percent payment is expected to be released in April 2018.

	<u>1st Payment</u>	<u>2nd Payment</u>	<u>Total</u>
Lindhurst HS	\$8,247	\$1,157	\$9,404
Marysville HS	\$7,146	\$2,382	\$9,528
S. Lindhurst HS	\$5,233	\$1,745	\$6,978
District Totals	\$20,626	\$5,284	\$25,910

Conditions and assurances previously agreed upon as part of the original application and included as part of this grant award packet are still applied as part of the conditions of this award.

This Grant Award Notification (AO-400) Amendment must be signed and returned to the California Department of Education within ten days of receipt. The AO-400 must contain the original signature of an authorized agent for the school district. Grant funds cannot be released until this AO-400 is returned.

Marysville Joint Unified School District



Amendment to Public Works Contract

Both parties agree the Public Works contract dated 6/27/2017 needs to be amended. The work to be completed date needs to be changed from December 31, 2017 to June 30, 2018 due to the Payment and Performance Bonds not being obtained in time by the contractor.

Contractor Name, Direct, Digital Controls, INC.

Authorized Signature, [Signature]

Date, 4/12/18

District Acceptance, [Signature]

Michael Hodson, Assistant Superintendent of Business Services

Business Services Department

Approval: [Signature]

Date: 4.16.18

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Marysville Joint Unified School District

1919 B Street, Marysville, California 95901
Purchasing Department

PUBLIC WORKS CONTRACT FOR SERVICES \$45,000 AND UNDER

THIS CONTRACT made and entered into on June 27, 2017 (Insert Board meeting date or ratification date), by and between Direct Digital Controls, Inc hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

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

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

Forty Four thousand Eight hundred Fifteen and 00/100 Dollars (\$ 44,815.00)

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C10 (add applicable to trade).
3. (Check contractor license classification appropriateness at: http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/ and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of June 28, 2017 (insert date after Board approval date or ratification date) with work to be completed within (187) consecutive days and/or by December 31, 2017.
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to **ATTACHMENT J**, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but not to exceed \$45,000)

Business Services Department
Approval: [Signature]
Date: 6/27/17

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Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

X	Noncollusion Affidavit	X	ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
X	ATTACHMENT A – Contractor Certification Form	X	ATTACHMENT H – W9 Form
X	ATTACHMENT B – Terms and Conditions (5 pages)	X	ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement
X	ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation	X	ATTACHMENT J – Scope of Work
X	ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate	X	ATTACHMENT K (If \$25,000 or greater) – Labor and Material Payment Bond
X	ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification	X	ATTACHMENT L (If \$25,000 or greater) – Performance Bond
X	ATTACHMENT F – Proof of Contractor Annual Registration with DIR		Purchase Order No. _____

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

TAX IDENTIFICATION

68-0346870
 Employer Identification Number

License No: 702114 Classification: C-10 Expiration Date: JAN 31ST 2019

(District Use Only: License verified by Julie Brown Date: 6/6/2017)
 Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: Direct Digital Controls, Inc

Contractor Address: _____
3233 Luyang Drive
Rancho Cordova, CA 95742

Phone: (916) 851-1600

Email: rick@directdigitalcontrols.com

Print Name: Green James

Title: PRESIDENT

Authorized Signature: _____

District Acceptance: _____
 Ryan DiGiulio, Assistant Superintendent of Business Services

Date: 6/27/17
 Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

Name(s) of employee(s):

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

Dated: 6/4/17

Direct Digital Controls, Inc (Company)

[Signature] (Authorized Signature)

GREG JAMES (Print Name)

PRESIDENT (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

Revised 02-28-2017

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

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

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

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

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

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he



Marysville Joint Unified School District

will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

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

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

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

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his

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

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

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

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

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

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided.



Marysville Joint Unified School District

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

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

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

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

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

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

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

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

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit

contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

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

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

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

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

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

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

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect



Marysville Joint Unified School District

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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT
Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") - General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

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

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such

provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

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

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

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES: The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$45,000 or the project will become subject to California Uniform Public Construction Cost Accounting Act (CUPCCAA) bid regulations. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall



Marysville Joint Unified School District

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

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

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

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

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

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

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, Revised 02-28-2017

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

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

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

ARTICLE 22. PAYMENT AND RETENTION (Only applicable if contract amount is \$25,000 or greater): The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents. Within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed. The value of the Work completed shall be Contractor best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment. The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete. The remaining five percent (5%) of payment will be released the District to the Contractor upon full completion of the Work.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED June 28, 2017
(insert date after Board approval date or ratification date)
consisting of Article 1 through Article 21



Marysville Joint Unified School District

ATTACHMENT C

CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

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

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

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

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

A handwritten signature in cursive script that reads "Kirsten Russell".

Signature, Contractor's Authorized Representative

The name "KIRSTEN RUSSELL" printed in a bold, sans-serif, all-caps font.

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT D

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: Lindhurst Bldgs AG&D Controls _____ between the Marysville Joint Unified School District ("District" or "Owner") and Direct Digital Controls, Inc ("Contractor" or "Bidder").

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

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

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

☒

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

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

Name: Kirsten Russell

Title: Office Manager

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

☒

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

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

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

☐ Other, describe:

DISTRICT

Signature:

Title: Lead Supervisor M&O

Date:

6-14-17

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT NAME OR CONTRACT NO.: Lindhurst Bldgs AG&D Controls
between Marysville Joint Unified School District (the "District" or the "Owner") and
Direct Digital Controls, Inc (the "Contractor" or the "Bidder").

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

Date: 6/7/17

Proper Name of Contractor: Direct Digital Controls, Inc

Signature: Kirsten Russell

Print Name: KIRSTEN RUSSELL

Title: OFFICE MANAGER

(Remainder of page left blank intentionally)

State of California

Department of Industrial Relations

Attachment F

Labor Law

Cal/OSHA - Safety & Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards

1000010730 Contractor Details							
Public Works	Public Works Contractor (PWC) Registration						
Public Works Contractor (PWC) Reg This is a listing of current and active PWC registrations pursuant Enter at least <u>one</u> search criteria to display active registered pub Registration Year: <input type="text" value="Current Fiscal Year: 2016"/> PWC Registration Number: <input type="text" value="example: 1234567890"/> Contractor Legal Name: <input type="text" value="example: ABC COMPAN"/> License Number: <input type="text" value="702114"/> County: <input type="text" value="Select County"/> <input type="button" value="Search"/>							
Search Results One registered contractor found. 1 Details Legal Name View DIRECT DIGITAL CONTROLS, INC.							
1000010730 Contractor Details <table border="1"> <thead> <tr> <th>Contractor Information</th> <th>Legal Entity Information</th> <th>Workers' Compensation</th> </tr> </thead> <tbody> <tr> <td> Legal Name DIRECT DIGITAL CONTROLS, INC. Trade Name License Number(s) CSLB :702114 Mailing Address 3233 LUYUNG DRIVE RANCHO CORDOVA, CA 95742 Physical Address 3233 LUYUNG DRIVE RANCHO CORDOVA, CA 95742 Email Address KIRSTEN@DIRECTDIGITALCONTROLS.COM </td> <td> Legal Entity Type CORPORATION </td> <td></td> </tr> </tbody> </table>		Contractor Information	Legal Entity Information	Workers' Compensation	Legal Name DIRECT DIGITAL CONTROLS, INC. Trade Name License Number(s) CSLB :702114 Mailing Address 3233 LUYUNG DRIVE RANCHO CORDOVA, CA 95742 Physical Address 3233 LUYUNG DRIVE RANCHO CORDOVA, CA 95742 Email Address KIRSTEN@DIRECTDIGITALCONTROLS.COM	Legal Entity Type CORPORATION	
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View DIRECT DIGITAL CONTROLS, INC. 1000010730 SACRAMENTO CORDOVA 07/08/2016 06/30/2017							

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Marysville Joint Unified School District

ATTACHMENT G

WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

YEAR 20		Withholding Exemption Certificate		CALIFORNIA FORM 590	
(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)					
File this form with your withholding agent. (Please type or print)			Withholding agent's name		
Vendor/Payee's name Direct Digital Controls, Inc.			Vendor/Payee's <input type="checkbox"/> Social security number <input type="checkbox"/> SCS no. 68-0346870 <input checked="" type="checkbox"/> FEIN		Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street) 3233 Luning Dr.			APT no. Private Mailbox no. Vendor/Payee's daytime telephone no. (916) 851-1600		
City Rancho Cordova		State CA	ZIP Code 95742		

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

☐ **Individuals — Certification of Residency:**

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

☒ **Corporations:**

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

☐ **Partnerships:**

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

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

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

☐ **Tax-Exempt Entities:**

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

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

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

☐ **California Irrevocable Trusts:**

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

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

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

CERTIFICATE: Please complete and sign below.

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

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

KIRSTEN RUSSELL OFFICE MANAGER

Vendor/Payee's signature

Kirsten Russell

Date

6/7/17



Marysville Joint Unified School District

ATTACHMENT H

W-9 FORM

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
---	---	---

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>DIRECT DIGITAL CONTROLS, Inc.</u>	
	2 Business name/disregarded entity name, if different from above _____	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <u> </u> Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) <u> </u>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u> </u> Exemption from FATCA reporting code (if any) <u> </u> (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) <u>3233 Leving Dr.</u> City, state, and ZIP code <u>Rancho CORONA CA 95742</u>	Requester's name and address (optional) _____
	7 List account number(s) here (optional) _____	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																				or										Employer identification number																			
Social security number																																																			
or																																																			
Employer identification number																																																			

Part II Certification Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person <u>Kirsten Russell</u> Date <u>6/7/13</u>

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/hvs9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: <ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) 	<ul style="list-style-type: none"> • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2.</p> <p>By signing the filled-out form, you:</p> <ol style="list-style-type: none"> 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.
--	---

Attachment J

JOHNSON **Direct Digital Controls, Inc.**
CONTROLS 3233 Luyang Drive
AUTHORIZED Rancho Cordova, CA 95742
BUILDING Phone: (916) 851-1600
CONTROLS FAX: (916) 851-1601
SPECIALIST CA Contractors License #702114

OK
TB

To: **Travis Barnett**

From: **Rick Zilkie**

Phone: (916) 851-1600 **Ext.:** 1109

Direct Digital Controls, Inc.

Fax: (916) 851-1601

Date: **June 13th, 2017**

Lindhurst H.S. Buildings A, G and D Control System Replacement

Based on the site walk, we are pleased to provide a quote to replace the existing obsolete Siemens Controls with new Johnson Web Based BACnet Controls.

Scope of Work Summary

Provide a new FX Web Based Master Controller with BACnet bus. This is the same Web Based Control System we have installed in Increments 1 and 2. All existing Siemens sensor wiring and control panels will be reused for this project. All Siemens sensors will be reused. The cost to replace failed sensors or valves will be quoted as a separate repair item, if needed.

1. DDC will reuse the existing control wiring that runs to all AC units.
2. DDC will install new PCG 2621 Controllers c/w digital display for all existing HVAC Systems currently controlled by the Siemens System in buildings A, G, and D.
3. DDC will install the new PCG Controllers in the existing Siemens Control Panels.
4. DDC will reuse the existing valves, sensors and control relays.
5. DDC will reuse the existing 120 VAC power to the existing Siemens Control Panels.
6. DDC will reuse the existing control relays that are wired into the Siemens System.
7. DDC will reuse the existing room sensors. No digital display will be provided.
8. DDC will reuse the supply air sensors on each AC Unit.
9. DDC will reuse the existing fan status current relay.
10. DDC will program New Master Controller Graphics for each HVAC System.
11. DDC will program New Master Controller Floor Plan Graphics for each unit.
12. DDC will program custom control software for each HVAC System.
13. DDC will program time schedules, alarms and trend logs.
14. DDC will provide new Engineered control drawings and as built drawings.
15. DDC will provide 12 month parts and labor warranty and 4 hours of on-site training.

Work Schedule is based on:

- All installation will be completed during normal working hours 7:30am – 4:00pm.

Excluded:

- New control wiring and control panels will NOT be provided. All existing wiring and control panels will be reused.
- Repair or replacement of existing temperature sensors and valves. Only new controls will be provided.
- Mechanical system repairs are not included for AC units and exhaust fans.
- Ethernet Cables will be run to each AC Unit Control Panel by the District.

Cost Summary

The total cost for all installation, programming, commissioning, graphics, training and Performance/Labor Material Payment Bond as per the District Standard will be:

\$44,815.00

This is based on the work being completed during Summer, Christmas or Spring Break, during normal working hours. All AC Units will have to be shut down during the new system installation.

Sincerely,
Direct Digital Controls Inc.



Rick Zilkie
Engineering Manager
Direct Digital Controls Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2017

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

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

PRODUCER
InterWest Insurance Services
License #0B01094
P.O. Box 255188
Sacramento CA 95865-5188

CONTACT NAME: Meredyth Rosenberg
PHONE (A/C, No, Ext): 916-609-8356 FAX (A/C, No): 916-979-7956
E-MAIL ADDRESS: mrosenberg@iwins.com

INSURED
Direct Digital Controls, Inc.
3233 Luyung Drive
Rancho Cordova CA 95742

DIREC04

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Prop Cas Co of Amer	25674
INSURER B: Travelers Indemnity Co of CT	25682
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1735541375

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2500 PD Deduct GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CO4F190443TCT-17	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA4F190443CNS-17	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-0J420144-TIL-17	1/1/2017	1/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4TJUB4F190443-17	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

General Liability additional insured status applies if required by written contract, per attached form. General Liability waiver of subrogation applies if required by written contract, per attached form.
Re: Lindhurst H.S. Buildings A, G & D Control System Replacement.
Marysville Joint Unified School District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively

CERTIFICATE HOLDER

Marysville Joint Unified School District
1919 B Street
Marysville CA 95901

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 702114

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

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

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

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

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

Data current as of 6/1/2017 2:49:59 PM

Business Information

DIRECT DIGITAL CONTROLS INC
3233 LUYUNG DRIVE
RANCHO CORDOVA, CA 95742-6862
Business Phone Number:(916) 851-1600

Entity Corporation
Issue Date 01/31/1995
Expire Date 01/31/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL
C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with OLD REPUBLIC SURETY COMPANY.

Bond Number: GCL1151281

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

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

Effective Date: 09/18/1995

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy Number: CUP0J420144

Effective Date: 01/01/2017

Expire Date: 01/01/2018

Workers' Compensation History

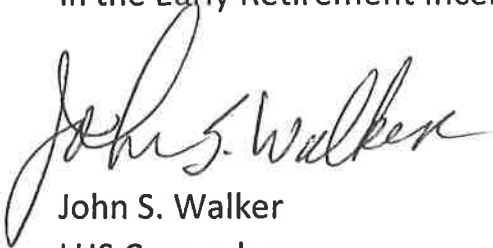
MJUSD
Personnel Dept
MAR 07 2018

RECEIVED

March 7, 2018

To Whom It May Concern

I am retiring at end of my 2017-18 contract (June 20, 2018). I wish to participate in the Early Retirement Incentive Program.



John S. Walker
LHS Counselor

MJUSD
Personnel Dept
MAR 23 2018
RECEIVED

Autumn Ferguson
1101 Plumas Links Street
Plumas Lake, Ca 95961
March 23, 2018

Ramiro G. Carreón
Assistant Superintendent
Personnel Services
Marysville Joint Unified School District
1919 B Street
Marysville, Ca 95901

Dear Ramiro G. Carreón:

It is with a heavy heart that I submit my resignation. The last fourteen years working with the Child Development Program for Marysville Joint Unified School District have been wonderful. The MJUSD Child Development Program continues to improve and demonstrate what quality early education should look like. I will truly miss being a part of this successful program.

After much consideration, I have decided that it is best for my family for me to stay home with my son.

Sincerely,


Autumn Ferguson

March 16, 2018

831.682.4734
2797 Deanne Street
Live Oak, CA 95953

MJUSD
Personnel Dept
MAR 20 2018
RECEIVED

Office of Personnel
1919 B Street
Marysville, CA 95901

Ramiro Carreon:

It is with deep gratitude that I write this letter to resign my current position at Kynoch Elementary. I'm currently placed under a temporary position teaching a TK/K combo class. I have decided to resign at the end of the 2017-2018 school year. I came into this position fully aware that it was a temporary position. However, that did not keep me from doing my best to ensure that my students were receiving a quality education. Although there are still gaps in their education, I'm proud of all of them for the great progress we have made as a class, as I shared with my administrator, Angela Huerta, during a meeting we had on March 15. Because of family reasons, I declined the position she offered me, for the upcoming school year (2018-2019), to teach 2nd grade. During that meeting, I expressed my gratitude for the opportunity I was given to be part of the Kynoch family this year. I had the pleasure to work alongside a team that supported me along the way and made my stay at Kynoch persistent and efficient.

Although I'm saddened to leave this community, I know there are and will be many other great teachers that will mold and shape the learning of all incoming and current students. I'm thankful for the opportunity I was given this year to grow at the professional and human levels. Thank you for the opportunity I was given to interact and learn alongside the wonderful staff and kids at Kynoch Elementary.

Once again, I reiterate my decision to resign my TK/K Temporary position at Kynoch elementary by the end of the 2017-2018 school year. Please keep me informed if anything else is needed from me before leaving this position.

Sincerely,



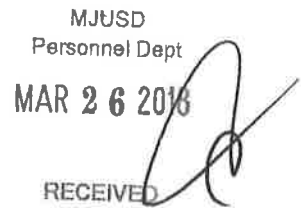
Juana C. Barcenas

April 1, 2018

Marysville Joint Unified School District

Personnel Office

Att: Ramiro Carreon



It is with a heavy heart that I write this letter. I have worked for the district for 40 years and it has quickly passed. But, it is now time for me to move on to a new phase in my life. I never liked the word retirement, so I choose to say life change.

It has been my pleasure to work at Cordua School for my entire career with the district. I have seen 3 generations of students pass through my office door. I have worked with 9 different Principals and learned to adapt to the differences in style that each of them brought to the table. I have enjoyed working with them to make Cordua a school that student will carry with them through their life time.

I have seen teachers come and go and I have enjoyed watching them work with students to succeed in their educational travels.

I have always believed in the district policies of "No Child Left Behind", "Zero Tolerance" and "No Bulling". I feel that at Cordua School we have all tried to hold these policies high on the priority list. Making sure that every child succeeds to their full potential is what all in the education field hopes to accomplish. I feel privileged to have been a part of that journey in a child's life.

I wish to thank all of the children for the wonderful memories I will carry for my life time.

I will be resigning my position at the end of my contract on June 21, 2018.

Respectfully Submitted;

Edna F. Alexander
Edna F. Alexander

Cordua School Secretary

MAR 29 2018

RECEIVED

3/29/18

To whom it may concern,

I, Christopher Coulson am resigning from my position as Mechanic II for Marysville Joint Unified School District as of today March 29, 2018. I'm resigning to accept the Head Mechanic position for Marysville Unified School District.

Respectfully Yours,

Christopher Coulson



MAR 26 2018

March 21, 2018

RECEIVED MAR 23 2018

RECEIVED

To Whom It May Concern,

I, Michell Ferrari give notice that Friday, April 13th will be my last day of employment with MJUSD. I have enjoyed my five years of employment with the district and thank you for the opportunity.

Sincerely,

Michell Ferrari

Michell Ferrari

March 20, 2018

To whom it may concern,

I, Ashley Gallardo am resigning from my position as a paraeducator at Arboga preschool for the afternoon class. My official last day will be March 20th 2018.

Thank you
Ashley Gallardo

A. Gallardo

MJUSD
Personnel Dept
MAR 26 2018
RECEIVED

105

MAR 16 2018

RECEIVED

From: Celeste Diaz Lara

LETTER OF RESIGNATION

To: Tracy Pomeroy
District Coordinator After School Programs
1919 B Street, Marysville, CA 95991

Dear Tracy,

I am sorry to inform you that I am putting in my two week notice. I have greatly enjoyed working for you and the STARS program here in Marysville Joint Unified School District. I am leaving now due to a new career opportunity that is full time at Feather Falls Casino in Oroville. I wish I could have continued employment at STARS while working at Feather Falls Casino, but the work schedules will overlap. One day in the future if I am able to work a graveyard shift in Feather Falls Casino, I hope it will be possible to return to work at STARS again. Since I honestly do love working with the children, for you, and the school District.

My last day of employment for working here at STARS will be Tuesday March 27, 2018. I will start my employment for Feather Falls Casino on Wednesday March 28, 2018. It has been a pleasure working at Marysville Joint Unified School District STARS Afterschool Program.

Sincerely,

Celeste Diaz Lara

MJUSD
Personnel Dept

03/28/2018

APR 05 2018

RECEIVED

A handwritten signature in black ink, appearing to be a stylized 'J' or 'P' followed by a horizontal line.

I Samuel Lawrence have to give my resignation of employment. I want to thank MJUSD for this job and to have worked for the district. I have been given an opportunity to start a new job with an exceptional career path. My last day will be 03/30/2018.

Samuel Lawrence

A handwritten signature in black ink, reading 'Samuel Lawrence' in a cursive script.

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186(d)]
2017-2018

District MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Person completing this form: Ramiro G. Carreón Title: Asst. Supt/Personnel Services

Quarterly Report Submission Date:
(check one)

- ☐ October 2017-1st quarter-(7/1/17-9/30/17)
☐ January 2018-2nd quarter (10/1/17-12/31/17)
☒ April 2018-3rd quarter (1/1/18-3/31/18)
☐ July 2018-4th quarter (4/1/18-6/30/18)

Date for information to be reported publicly at governing board meeting: April 24, 2018

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
TOTALS	0		

Print Name of District Superintendent Dr. Gay S. Todd


Signature of District Superintendent

April 3, 2018
Date

INTERQUEST DETECTION CANINES®

of North Valley Counties

3690 Keefer Road
Chico, CA 95973
Office (530) 899-3197
Fax (530) 899-3197

Interquest Detection Canines®
Of North Valley Counties
(INTERQUEST)

Marysville High School
(The SCHOOL)

Business Services Department

Approval: [Signature]

Date: 4/2/18

This shall serve as an agreement by and between Interquest Detection Canines® of North Valley Counties and the SCHOOL for substance awareness and detection services for the period of August 2018 through June 2019

It is understood that the SCHOOL has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the SCHOOL'S desire to foster an atmosphere conducive to safety and education.

INTERQUEST shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of the SCHOOL administration with INTERQUEST acting as an agent of the SCHOOL while conducting such inspections. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by SCHOOL officials, shall be subject to inspection. Contraband detected on SCHOOL property is the responsibility of the SCHOOL. Suspected drugs of abuse may be field-tested to provide preliminary or presumptive identification of the drug. These tests will be provided upon request at our current published rates.

INTERQUEST agrees to provide 10 visits for the contract period. The SCHOOL may increase the total number of visits by notifying INTERQUEST in writing. Each visit will be \$ 350/ visit. DA required court testimony on behalf of the SCHOOL will be charged at the same rate. INTERQUEST will invoice for service on a monthly basis at the conclusion of the service month. The SCHOOL agrees to pay for services within thirty (30) days of receipt of such invoice.

INTERQUEST will schedule SCHOOL visits in conjunction with days designated by the SCHOOL as appropriate for visits. The SCHOOL will provide a school calendar with inappropriate dates for service noted. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits. SCHOOL will be responsible for payment for any visit made on any day other than those days noted as unacceptable on the attached school calendar.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, and regulatory commissions as required.

INTERQUEST DETECTION CANINES®
OF NORTH VALLEY COUNTIES

[Signature]
Terry Bogue
President, General Partner

FOR THE SCHOOL:

[Signature] Michael Hudson
DATE: 4/2/18
Asst. Supt. of
Business
Services

Please return one (1) copy of this Agreement and your SCHOOL calendar & Bell Schedule in the enclosed envelope. Retain the other copy for school files. The 10 Visits will be provided to Marysville HS & Community Day school together considered as one location

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"the recognized leader in detection canines nationwide"

e-mail: interquestnvc@aol.com

website: www.interquestk9.com



**Subscriber Agreement ("Agreement")
made 04/10/2018 between Discovery Education, Inc. ("Discovery") and
CEDAR LANE ELEMENTARY SCHOOL, CA ("Subscriber")**

1. Subject to the terms and conditions of this agreement, Discovery grants to Subscriber, and the educators, administrators, and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access Discovery Education Streaming Plus via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use Discovery Education Streaming Plus as set forth in the Subscription Services Terms of Use located at http://www.discoveryeducation.com/aboutus/terms_of_use.cfm, as Discovery may revise such Subscription Services Terms of Use from time to time (the Discovery Education Subscription Services "Terms of Use").
2. The "Term" shall be 08/21/2018 through and including 08/20/2019.
3. The pricing for this license (the "Fees") shall be as follows (select as applicable):

Discovery Education Streaming PLUS

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

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



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

CEDAR LANE ELEMENTARY SCHOOL

DISCOVERY EDUCATION, INC.

By: _____
(Signature Required)

Title: Asst. Supt of Business Services

Printed Name: Michael Hudson

Date: _____

DocuSigned by:

Joan Kelly Smith

By: 3228105F7A7741A...

Title: SVP-Compliance & Operations

Printed Name: Joan Kelly Smith

Date: April 12, 2018 | 10:22 AM EDT

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT

Billing Entity: mjsd

Billing Entity Address: 1919 B Street
Marysville, CA 95901

Billing Entity Phone Number: 530-749-6112

Ref. No. Q-00146832

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

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EXHIBIT A
LICENSED SCHOOLS

SCHOOL NAME	ADDRESS	GRADE LEVELS	NO. OF STUDENTS
CEDAR LANE ELEMENTARY SCHOOL	841 CEDAR LN. OLIVEHURST, CA. 95961-6623	K - 06	557

Please add additional pages as necessary

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT

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



EXHIBIT B
DISCOVERY EDUCATION, INC. DATA SECURITY POLICY

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

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

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

I. DEFINITIONS

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

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

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

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

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

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

II. PRIVACY OF PERSONALLY IDENTIFIABLE INFORMATION

Basic Privacy Protections

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



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

Information Security Risk Assessment

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

1. Administrative Safeguards

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

2. Physical Safeguards

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



- d. **Physical Access:** Procedures to limit physical access to PII and the facility or facilities in which they are housed while ensuring that properly authorized access is allowed, including physical barriers that require electronic control validation (e.g., card access systems) or validation by human security personnel.
- e. **Physical Identification Validation:** Access is physically safeguarded to prevent tampering and theft, including procedures to address control and validation of a person's access to facilities based on his or her need for access to the PII.
- f. **Operational Environment:** Procedures that specify the proper functions to be performed, the manner in which they are to be performed, and the physical attributes of the surroundings of facilities where PII is stored.
- g. **Media Movement:** Procedures that govern the receipt and removal of hardware and electronic media that contain PII into and out of a facility.

3. **Technical Safeguards**

- a. **Data Transmissions:** Technical safeguards, including encryption, to ensure PII transmitted over an electronic communications network is not accessed by unauthorized persons or groups.
- b. **Data Integrity:** Procedures that protect PII maintained by Discovery from improper alteration or destruction. These procedures include mechanisms to authenticate records and corroborate that they have not been altered or destroyed in an unauthorized manner.
- c. **Logging off Inactive Users:** Inactive electronic sessions are designed to terminate automatically after a specified period of time.

Security Controls Implementation

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

Security Monitoring

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

Security Process Improvement

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

Audit

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

Breach Remediation

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



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

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

Personnel Security Policy Overview

Discovery mitigates risks by:

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



**EXHIBIT C
CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE**

WHEREAS, Subscriber and Discovery entered into an Agreement dated 04/10/2018 for the digital curriculum service known as Discovery Education Streaming Plus ("Agreement");

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

Approval: W
Date: 4.11.18



Customer Agreement

Newsela
475 10th Avenue, 4th Floor
New York, NY 10018
United States of America

Customer Agreement No.
PRO Team Sales Rep:

00038028
Samantha St. Laurent

samantha.stlaurent@newsela.com

Offer Date:

April 10, 2018

To Cedar Lane Elementary
841 Cedar Ln
Olivehurst CA 95961-6698
United States

Billing Information

Billing Terms: Net 30 Days

Only fill out if you are not the Billing Contact:

Billing Contact:

Billing Contact Title:

Billing Phone:

Billing Email:

Term: 365 Days
Target Start Date: September 15, 2018
Target End Date: September 14, 2019

Services/Products:

Qty	School	Product	Line Total
1	Cedar Lane Elementary	Newsela PRO School License	\$4,000.00
2	Cedar Lane Elementary	Exclusive Unit (early renewal incentive)	\$0.00
Contract Grand Total			\$4,000.00

The subscription for the Services/Products shall commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Year"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above and (b) the date on which this Agreement has been executed by the Customer (the "Execution Date"). The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Services/Products during the Term of a Contract Year shall not extend Newsela's obligation to deliver those Services/Products beyond the Subscription End Date of that Contract Year.

Following the Subscription End Date, this Customer Agreement will automatically renew for the Services/Products licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a "Renewal Term"), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Year, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

Once this Customer Agreement has been signed, the Customer agrees to pay the Contract Grand Total set

Newsela
Registered Office: 475 10th Ave, 4th Floor, New York NY 10018. United States of America

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forth above per the Billing Terms noted above. If payment is made by credit card, a 3.0% fee for the convenience of paying through a third party will be applied to the invoice. Service will be suspended at Newsela's discretion if payment is not received by Newsela within thirty (30) days of the date of this Customer Agreement. Failure of the Customer to use the Service/Product shall not relieve Customer of its obligation to pay hereunder. Please note that certain Services/Products are subject to applicable state sales tax. If you wish to claim an exemption, please provide Newsela with a copy of your state sales tax exemption certificate.

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.

Terms of Use: <https://newsela.com/pages/terms-of-use/>

Privacy Policy: <https://newsela.com/pages/privacy-policy/>

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Number:

PO Amount: \$

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature:

Date of Signature:

Assistant Superintendent of Business
Services

Comment:

Newsela PRO School License includes:

- Unlimited teacher-student relationships across the school
- Access to Newsela's entire library of content
- Access to PRO Teacher Resources on all current events articles
- Access to Units, curated content with topic overviews and guiding questions
- Access to student activities to build comprehension and engagement
- Ability to view, grade, and track progress on student assignments
- 24/7 access to on-demand professional learning
- Click-to-chat and click-to-call support at support.newsela.com
- School Binder access for select colleagues in the school

Sign by 5/1 and receive 2 exclusive units

Sign by 6/1 and receive 1 exclusive unit

What is an exclusive unit? Exclusive units are designed to bring high-interest topics to life by providing teachers with curated content and instructional activities to support an entire unit of study. These units are provisioned exclusively to your educators, who will have complimentary access to articles and aligned instructional materials. Topics include: Wacky News, Contemporary Issues and Everyday Heroes.

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PBIS Rewards Service Proposal For:

Cedar Lane Elementary School

Proposal Number: v11452

Date: 3/2/2018

Executive Summary

PBIS Rewards (PR) will provide its PBIS Rewards Service to Cedar Lane Elementary School, Marysville Joint Unified School District, at 841 Cedar Lane, West Linda, CA 95961, United States for the school year 2018-2019.

School Requirements

Student Requirements

Students are not required to have ID cards, but the PBIS Rewards smartphone App is most effective when students have ID cards. The ID cards should have a QR code or Barcode that represents a numeric student ID number unique to each student. PR can provide Student ID Cards at an additional cost. See <https://www.pbisrewards.com/order/> for pricing and ordering details.

Smartphone Apps Requirements

Any user who will use one of the PBIS Rewards Smartphone Apps must have a smartphone or device capable of running the applicable PBIS Rewards Smartphone App (Staff App, Student App, Parent App). Devices currently supported include:

- iOS devices (iPhone, iPad, iPod Touch) running iOS 6.x and later
- Android devices running 4.0 and later and with a front-facing camera.
- Amazon Fire devices running Fire OS 4.x and later.

Devices must be capable of communicating with the website <https://app.pbisrewards.com> over a Wi-Fi network or over a mobile data network.

ID Card Limitation

If your school is using ID Cards provided outside of the PBIS Rewards service, you confirm that your school has adequately tested your ID Cards with the PBIS Rewards Smartphone apps for those platforms that you will be using in your school. PR does not warrant that the Smartphone Apps will work with ID Cards that are not provided by PR or are not produced from the PBIS Rewards service. Although the Smartphone Apps generally work with other ID Card systems that use a barcode or QR Code, it is important that the school test compatibility to ensure that the Apps work satisfactorily.

Desktop Web Portal Requirements

A computer capable of running a modern browser with current software updates applied such as:

- Internet Explorer 10 or above
- Firefox (latest version)
- Chrome (latest version)
- Safari (latest version)

The computer must have Internet access and be capable of communicating with the website <https://app.pbisrewards.com>. The PBIS Rewards service including the Smartphone Apps and the Desktop Web Portal are provided as a cloud-hosted solution.

Pricing

Pricing is based on the number of students estimated at the beginning of the school year, plus a base fee. The school may add or remove students throughout the school year at no additional cost. There are no additional costs for teachers or staff. All pricing is in US Dollars (USD).

Description	Qty	Price	Ext Price	
PBIS Rewards Service Base Fee	1	\$500.00	\$500.00	USD
PBIS Rewards Per Student License	540	\$1.75	\$945.00	USD
One-time Pricing Adjustment	1	-\$144.50	-\$144.50	USD
Total Annual Price			\$1,300.50	USD

***** ID Badges and Lanyards are not included. *****

The school will be invoiced immediately upon execution of this agreement or upon PR receiving a purchase order. Incorporated into this Agreement are the Payment and Billing Policies of PR which are at <https://www.pbisrewards.com/bpp/>. The School acknowledges and agrees to the terms of the PR Billing and Payment Policy and acknowledges and agrees that same may be modified and/or amended by PR from time to time.

Support

Helpdesk support is available during standard business hours to any Staff or Admin user in the PBIS Rewards System for the School. The preferred method for initiating a helpdesk request is to send an email to:

support@pbisrewards.com

Please list your school name and PBIS Rewards School Code. Describe the problem and contact information for follow-up. A ticket will be opened and an email response confirming receipt of the helpdesk request will be sent back to the email address that made the request. You can also call in to request support by calling toll-free 1-844-458-7247. This number is answered Monday-Friday 8am to 5pm (Central Time Zone) with exceptions for the standard recognized US holidays.

Services

PR will permit the School to access its PBIS Rewards Services and the related software applications (the 'Services') for use in the Positive Behavior Interventions and Support program implemented by the School.

Use of Service

The School agrees to use the Services and any related equipment only for lawful purposes in the United States. Any Prohibited Use as described below shall subject the School to termination pursuant to the Section below labeled 'Termination by PBIS Rewards'. The School agrees not to use the Services for transmitting, receiving, accessing or storing any communication, virus or material of any kind which, in PR's sole judgment, would: (i) constitute, or encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, federal or international law, rule or regulation; (ii) constitute any illegal or prohibited mass marketing; (iii) promote unlawful violence or facilitate illegal activity; or (iv) cause damage or injury to any person or property (collectively a 'Prohibited Use'). The School is responsible for the following: (i) any and all liability that may

arise out of the content transmitted by the School or by such other users using the Services; (ii) ensuring that the School's use of the Services and all content transmitted thereby will at all times comply with all applicable laws, regulations and written and electronic instructions for the use of the Services, including, but not limited to, PR's Acceptable Use Policy for PBIS Rewards located at <https://www.pbisrewards.com/aup/>, incorporated herein by this reference, (iii) ensuring that its network and systems comply with the relevant specifications provided by PR from time to time, (iv) all data entry and loading, (v) establishing and maintaining adequate operational back-up and disaster recovery provisions for School data in the event of a defect or malfunction that renders the Services non-operational, and (vi) determining whether the Services will achieve the results the School desires. PR's actions or inactions under this Section shall not constitute review or approval of any use of the Services by School or content transmitted thereby. The School will indemnify and hold harmless PR, its officers, members, managers and employees against any and all liability (including without limitation, court costs and attorneys' fees) arising out of or in connection with the School's use of the Services.

Privacy Policy and FERPA Policy Statement

You acknowledge that you have reviewed PR's Privacy Policy at <https://www.pbisrewards.com/privacy-policy> and PR's FERPA Policy Statement at <https://www.pbisrewards.com/ferpa>.

Termination by PBIS Rewards

Notwithstanding anything to the contrary contained in this Agreement, PR may suspend or discontinue part or all of the Services or terminate this Agreement immediately upon notice to School for any of the following reasons: (i) School fails to pay any invoice within thirty (30) days from the date of invoice, provided PR gives School notice and an opportunity to cure its payment default within seven business days of such notice; (ii) Regulatory or other governmental actions which adversely affect the cost of providing the Services, determined in PR's sole discretion; (iii) School furnishes false or misleading customer information; (iv) School fails, in PR's sole discretion, to maintain satisfactory credit qualifications; (v) School fails to provide timely information or data necessary for activating the Services; (vi) School does not comply with any applicable software licensing agreements, if any; (vii) School becomes subject to voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceedings; makes an assignment for the benefit of creditors; or admits in writing its inability to pay its debts; or (viii) a Prohibited Use has occurred. In such cases, PR may terminate this Agreement or any portion of the Service.

Agreement

This Agreement, including the PR Billing and Payment Policy and the PBIS Rewards Acceptable Use Policy which are incorporated herein, supersedes all proposals, oral or written, and all communications between the parties relating to the subject matter of this Agreement. This Agreement may not be altered, amended, modified or discharged in any way whatsoever except by subsequent instrument in writing signed by a duly authorized agent of PR and the School.

COPYRIGHT. All title, including, but not limited to, copyrights in and to the Services, other related materials, and any copies thereof are owned by PR. All rights not expressly granted are reserved by PR.

NO WARRANTIES. PR DOES NOT MAKE OR PROVIDE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO SCHOOL OR ANY OTHER PERSON WITH RESPECT TO THE SERVICES. PR EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SERVICES AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES AND ANY RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. The entire risk arising out of use or performance of the Services remains with School.

LIMITATION OF LIABILITY. In no event shall PR be liable for any damages whatsoever (including, without limitation, incidental or consequential damages that the School alleges to have suffered as a result of the Services or the failure of the Services, damages for loss of profits, or any costs or expenses for labor, transportation, or other expenses incurred by reason of the use of any defective goods, access interruption, loss of information, or any other pecuniary loss) arising out of the use of or inability to use the Services, even if PR has been advised of the possibility of such damages. Any action for PR's breach of this Agreement must be commenced by School within 90 days after the

cause of action shall accrue, and no such action may be maintained which is not commenced within such period.

DAMAGES UPON TERMINATION. In the event that PR at any time terminates the Service for any default by SCHOOL, in addition to any other remedies PR may have at law or in equity, PR may recover from SCHOOL all damages PR may incur by reason of such default, including reasonable attorney's fees. No failure of PR to exercise any power given PR hereunder, or to insist upon strict compliance by SCHOOL of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of PR's right to demand exact compliance with the terms hereof.

NOTICE. All notices that are required or permitted to be given under Agreement shall be in writing, duly signed by the party giving such notice, and transmitted either by personal delivery or by registered or certified mail with return receipt and postage prepaid. All such notices shall be effective immediately upon personal delivery or mailing to the addressee. The address of either party may be changed by notice to the other party given pursuant to this paragraph. For purposes of all notices or communications required or permitted to be given hereunder, the addresses of the parties hereto shall be as indicated below:

PR: PBIS Rewards
223 NW 2nd St, Suite 300
Evansville IN 47708
United States

SCHOOL: Cedar Lane Elementary School
841 Cedar Lane
West Linda, CA 95961
United States

WAIVER. No waiver by either party of any default in the performance of any part of this Agreement by the other party shall be deemed to be continuing waiver of any future default or a waiver of any other default hereunder. This Agreement and all referenced parts constitute the complete and entire agreement between PR and the School.

VENUE. Any suit relating to this agreement must be brought in a court of competent jurisdiction in Vanderburgh County, IN. This agreement shall be interpreted and governed by the laws of the State of Indiana. If any provision, part, or term of this agreement is in conflict with any law in the State of Indiana, the remaining provisions, parts, or terms shall be unaffected and shall remain valid and in force. In the event of any litigation between the School and PR relating to this agreement, the prevailing party shall be entitled to its reasonable attorneys' fees, including attorneys' fees for services rendered in appellate proceedings.

SEVERABILITY. If any provision, clause or part of this Agreement or application thereof to any person or circumstance is held invalid or unconscionable, such invalidity or unconscionability shall not affect other provisions or applications of this Agreement which can be given effect without the invalid or unconscionable provision or application, and to this end the provisions of this Agreement are declared to be severable.

AUTHORITY. The individuals executing this Agreement on behalf of the undersigned represent and warrant that such person is duly authorized to execute and deliver this Agreement on behalf of the undersigned and that this Agreement is binding upon the undersigned in accordance with its terms.

EXECUTION OF AGREEMENT. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. Signatures on this Agreement transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

The pricing in this proposal is valid for 60 days.

In accepting this agreement, the School agrees to the work and terms as outlined in this proposal dated 4/10/2018.

To accept the terms of this proposal please sign and deliver this document to PBIS Rewards.

SIGN: _____

SIGN: _____

PRINT: Michael Hudson

PRINT: Pat Heck

TITLE: Asst. Supt. of Business Services

TITLE: President

FOR: Cedar Lane Elementary School

FOR: PBIS Rewards



CONTRACT SERVICES AGREEMENT

(Utility Management Software Services – Energy Center Software Database and Services)

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this **April 24, 2018** (hereinafter, the “Effective Date”), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”) and **UTILITY MANAGEMENT SERVICES**, a Partnership (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 three years with yearly automatic renewal commencing from the Effective Date. Nothing in this Section shall operate to prohibit or otherwise restrict the DISTRICT’s ability to terminate this Agreement at any time for convenience or for cause
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation specified in the Scope of Services.
 - 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 of **FIVE THOUSAND FORTY DOLLARS, \$5,040.00** (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR’s performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR in annual increments. . CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed, including services and tasks 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 days of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 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 there from and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Representative, **Travis Barnett Director of Buildings and Grounds** (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 designates **John Cook**, Partner, 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.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 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 reassigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

2.11 WARRANTY.

- A. CONTRACTOR warrants all Work performed and goods provided under this Agreement shall: (i) meet all conditions of the Agreement; (ii) shall be free from all defects in design, materials and workmanship; and (iii) shall be fit for the purposes intended. If any defects occur within twelve (12) months following acceptance, CONTRACTOR shall be solely responsible for the correction of those defects. The warranty set forth under this Section 2.14(A) shall be in addition to any warranties for equipment and fixtures that may be installed by CONTRACTOR in the performance of this Agreement as provided under Section 2.14(B) and 2.14(C), below.
- B. CONTRACTOR shall transfer to DISTRICT all of CONTRACTOR's rights to and interest to any and all manufacturers' warranties or guarantees for any equipment or fixtures installed by CONTRACTOR in the performance of this Agreement. Where applicable, DISTRICT shall be named as the owner-beneficiary in any warranty or guarantee. CONTRACTOR shall deliver to DISTRICT all the written material comprising the manufacturers' warranties or guarantees. CONTRACTOR shall ensure that each warranty or guarantee is in full force and effect from the date the DISTRICT starts using the equipment or fixtures. All manufacturers' warranties or guarantees shall be in addition to the CONTRACTOR's warranty set forth under Section 2.14(A), above or Section 2.14(C), below.

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.

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 insured.

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

I. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing

notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 Bi. 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:
Utility Management
Services
P.O. Box 421
Fairfax, CA 94978
Attn: John Cook
Phone: 415-488-4652
Fax: 707-581-2162
Email:
umsjohn@comcast.net

DISTRICT:
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Travis Barnett
Director of Buildings and Grounds
Phone: 530-749-6184
Email:
tbarnett@mjusd.com

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 Los Angeles, California.

6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

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

6.18 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.19 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.20 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.21 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.22 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____

**Michael Hodson
Assistant Superintendent
Of Business Services**

UTILITY MANAGEMENT SERVICES:

By: _____

Name: _____

Title: _____

EXHIBIT A

Integration of Interval Demand Data into the District's Energy Manager Software:

UMS will include 15 minute interval demand data (IDR data) for 2 District PG&E meters serving Lindhurst High and Maryville High in the District's Energy Manager Software. IDR data will be updated daily to provide "next day views" of meter loads as new data becomes available. This service will include weekly reports to the District comparing current metered electric loads with the previous year.

Annual charge for daily updates: \$1,680.00

Total Cost for 3 years: \$5,040

Utility Management Services

• Utility cost accounting software & services • Electronic Data Interchange • Management & evaluation

Request for PO/QUOTE #: 3968

April 2, 2018

Marysville Joint USD
Attn: Travis Barnett
1919 B Street
Marysville, CA 95901

Description	Amount (US\$)
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Annual Renewal of Energy Manager Online Utility Accounting Interval Data Tracking as provided by New Energy Technology	
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Effective Dates of Renewal: 06/01/2018 thru 05/31/2019	\$1,680.00
06/01/2019 thru 05/31/2020	\$1,680.00
06/01/2020 thru 05/31/2021	\$1,680.00

Your base Energy Manager subscription will be separately billed by Dude Solutions

Total Amount: \$ 5,040.00

Please issue Purchase Order to Utility Management Services

PO to: Utility Management Services
UM Tech Support Renewals
PO Box 421
Fairfax, CA 94978

FEIN: 91-1753403
Phone: 707-780-3358
Fax: 707-581-2162
umsken@comcast.net

P.O. Box 421, Fairfax, CA 94978 (415) 488-4652 - Voice or FAX
1921 Bristol St., Petaluma, CA 94954 Voice (707) 778-9930 * FAX (707) 581-2162
www.utilityaccounting.com e-mail: umsjohn@comcast.net or umsken@comcast.net

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