

Board Meeting Date September 12, 2017

Includes Purchase Orders dated 08/01/2017 - 09/01/2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P17-03972	Herff Jones of Northern CA	Herff Jones	01-9510-0000	1,307.12
P18-00652	OFFICE DEPOT B S D	ABL Admin Supplies	01-4300-1100	2,000.00
P18-00653	WAL-MART COMMUNITY BRC	ABL Admin Supplies	01-4300-1100	500.00
P18-00893	PELTON'S PARTY	Ind Study Graduation Rental June 2017	01-4300-1100	154.69
			01-5630-0000	426.00
			<b>Total Location</b>	<b>4,387.81</b>
Location Accounting/Payroll (103)				
P18-00741	CDW-G COMPUTER CENTER	Admin CPUs (Shelly and Kim)	01-4410-0000	2,078.40
P18-00939	MJUSD REVOLVING CASH	2017-18 REVOLVING CASH MERCHANT FEES	01-5891-0000	750.00
P18-00964	SCHOOL SPECIALTY	Office Chair/ Shelly	01-4410-0000	544.66
			<b>Total Location</b>	<b>3,373.06</b>
Location After School Program (107)				
P18-00680	WAL-MART COMMUNITY BRC	YGS and MCK supplies ASes	01-4300-6010	5,000.00
P18-00833	OFFICE DEPOT B S D	MCK and YGS STARS Open PO	01-4300-6010	500.00
P18-00845	OFFICE DEPOT B S D	12 sites classroom Open PO	01-4300-6010	3,125.00
P18-00929	S & S WORLDWIDE	COR STARS	01-4300-6010	206.17
P18-00934	WAL-MART COMMUNITY BRC	Supplies for STARS	01-4300-6010	1,500.00
			<b>Total Location</b>	<b>10,331.17</b>
Location Arboga Elementary (01)				
P18-00748	MJJ Sales, Inc.	Umbrellas for Parent Area /PRESTON	01-4300-0004	536.25
P18-00757	LEARNING A-Z	Raz-Kids.com/PRESTON	01-5801-0003	1,899.00
P18-00758	MobyMax, LLC	Moby Max/PRESTON	01-5801-0003	1,295.00
P18-00759	Adventure To Fitness	ADVENTURETOFITNESS.COM /PRESTON	01-5801-0003	299.00
P18-00760	LEARNING A-Z	Learning A-Z Renewal/PRESTON	01-5801-0003	949.50
P18-00762	PARENT INSTITUTE	MATERIALS FOR PARENT INVOLVEMENT	01-5801-3010	572.20
P18-00771	TIME FOR KIDS	Time For Kids/5/6th Gr Teachers	01-4300-0003	741.92
P18-00772	SCHOLASTIC	Teacher Subscriptions/SCHOLASTIC	01-4300-0003	621.83
P18-00793	SCHOLASTIC	Teacher Subscriptions/SCHOLASTIC	01-4300-0003	387.36
P18-00794	REALLY GOOD STUFF	Classroom Supplies/HILEMAN Rm 10	01-4300-0003	310.82
P18-00835	OFFICE DEPOT B S D	Classroom 5299 open po	01-4300-0003	5,000.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Arboga Elementary (01) (continued)</b>				
P18-00868	OFFICE DEPOT B S D	Classroom lottery open po	01-4300-1100	1,000.00
P18-00874	HARBOR FREIGHT TOOLS	PRESTON	01-4300-1100	1,000.00
P18-00920	Madison Levesque	LESLEE HARLAN SCHOLARSHIP	73-7299-9020	500.00
P18-00921	OFFICE DEPOT B S D	Shredder	01-4300-1100	205.66
P18-00926	AMAZON.COM	Classroom Supplies/LAGORIO/Rm 20	01-4300-0003	111.77
P18-00949	TROXELL COMMUNICATIONS INC	PRESTON/Microphones	01-4300-1100	109.44
P18-00974	AMAZON.COM	Classroom Supplies/Kinder/First	01-4300-0003	66.94
P18-01018	J.W. PEPPER & SON, INC	Classroom Supplies/WISEMAN/MUSIC	01-4300-0004	551.39
P18-01019	ALFRED PUBLISHING CO INC	Classroom Supplies/WISEMAN/MUSIC	01-4300-0004	24.37
P18-01041	MUSICIAN'S FRIEND	Classroom Supplies/MUSIC/WISEMAN	01-4300-0004	370.49
<b>Total Location</b>				<b>16,552.94</b>
<b>Location Browns Valley Elementary (03)</b>				
P18-00640	Waterford Research Institute	Waterford	01-5801-0003	2,125.00
P18-00813	Richards Institute of Education & Research	Music/Patrick McClain	01-4300-0004	65.04
<b>Total Location</b>				<b>2,190.04</b>
<b>Location Business Services (106)</b>				
P18-00632	FAGEN, FRIEDMAN, FULFROST LLP	General Legal Services 2017-2018	01-5830-0000	40,000.00
P18-00660	THE BANK OF NEW YORK TRUST COMPANY, N.A.	2012 Refunding Certificates/Admin Fee	25-5801-0000	1,000.00
P18-00661	THE BANK OF NEW YORK TRUST COMPANY, N.A.	Paying Agent Fee 2014 GO Bonds	25-5801-0000	750.00
P18-00691	THE BANK OF NEW YORK TRUST COMPANY, N.A.	Paying Agent Fee 2016 GO Bonds	25-5801-0000	750.00
P18-00709	Ryland School Business Consulting	Consulting for Fiscal Services 2017-2018	01-5801-0000	20,000.00
P18-00896	SCHOOLS INSURANCE GROUP-WC	Workers Compensation 2017-2018	77-9506-	989,398.00
P18-01085	SUTTER BUTTES COMMUNICATIONS	Emergency Radio System	01-5801-0004	4,000.00
<b>Total Location</b>				<b>1,055,898.00</b>
<b>Location Categorical (203)</b>				
P18-00977	AMAZON.COM	Materials for program	01-4300-5630	80.92
<b>Location Cedar Lane Elementary (05)</b>				
P18-00623	APPLE COMPUTER INC	iPads 32GB	01-4300-0004	3,286.68
P18-00635	AMAZON.COM	30Pin iPad Cords and cases	01-4300-0004	285.65

Includes Purchase Orders dated 08/01/2017 - 09/01/2017				Board Meeting Date September 12, 2017	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Cedar Lane Elementary (05) (continued)					
P18-00679	North State Screenprinting	Shirts	01-4300-1100	577.78	
P18-00708	MobyMax, LLC	MobyMax	01-5801-0003	699.00	
P18-00732	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Lefever	01-4300-0003	81.16	
P18-00784	Waterford Research Institute	Waterford	01-5801-0003	6,959.59	
P18-00785	OFFICE DEPOT B S D	Office Depot	01-4300-1100	5,000.00	
P18-00787	WAL-MART COMMUNITY BRC	Wal Mart	01-4300-1100	6,000.00	
P18-00800	SPELLING CITY	Office	01-5801-0003	1,152.40	
P18-00804	AMAZON.COM	Projector remote	01-4300-0003	30.62	
P18-00841	BRAIN POP	Brain Pop	01-5801-0003	2,395.00	
P18-00844	AMAZON.COM	Cowan Fayter	01-4300-0004	60.01	
P18-00923	Stanton's Sheet Music	Music	01-4300-0004	178.66	
P18-00948	SWIS	PBIS	01-5801-0003	460.00	
P18-00967	MUSICIAN'S FRIEND	Music	01-4300-0004	13.53	
P18-00988	DISCOVERY EDUCATION	Discovery Education	01-5801-0003	2,600.00	
P18-01040	TROXELL COMMUNICATIONS INC	Projectors	01-4410-0004	2,424.80	
Total Location				32,204.88	
Location Charter Academy For Fine Arts (42)					
P17-03973	JOSTENS INC.AWARDS DIVISION	Supplies - Graduation	09-9510-0000	1,534.64	
P18-00663	CDW-G COMPUTER CENTER	Laptop - Dance Dept	09-4410-0000	990.85	
P18-00664	AMAZON.COM	Paperback Books	09-4300-1100	1,489.36	
P18-00665	CDW-G COMPUTER CENTER	Samsung Toner	09-4300-0000	2,403.89	
P18-00666	THE TREE HOUSE	MCAA Toner	09-4300-0000	1,424.79	
P18-00667	Pearson Education	Pre-Calculus Books	09-4100-0000	2,156.46	
P18-00668	SCHOOL SPECIALTY	MCAA Chairs and Tables	09-4300-0000	1,721.18	
P18-00669	1 World Globes	Maps	09-4300-0000	518.99	
P18-00678	WAL-MART COMMUNITY BRC	Supplies	09-4300-0000	1,000.00	
P18-00716	KRISTIN R. VANDER PLOEG	Dance Instruction - Vander Ploeg	09-5801-0004	10,000.00	
P18-00717	ROBERT L VANDER PLOEG	Marial Arts Instruction - Vander Ploeg	09-5801-0000	22,000.00	
P18-00718	Yuko McWhorter	Piano Instruction - McWhorter	09-5801-0004	5,200.00	
P18-00719	SHAI ISA SCHARGLUIS	Dance Instruction - Scharaus	09-5801-0000	41,000.00	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42) (continued)				
P18-00720	Richard Valentini	Math Support - Valentini	09-5801-0004	8,960.00
P18-00742	DICK BLICK COMPANY	Supplies - Dornfeld	09-4300-0000	582.05
P18-00745	PASCO SCIENTIFIC	Science Software	09-5801-0000	149.00
P18-00746	PETE'S MUSIC & ACCORDIAN CENTER	Supplies - Strings	09-4300-0000	500.00
P18-00803	J's Party Rentals & Decor	Chair Rental	09-5630-0000	135.00
P18-00839	AMAZON.COM	Supplies - Barrera	09-4300-1100	1,876.02
P18-00840	Follett School Solutions, Inc.	Supplies - Tejada/Ellsmore	09-4100-0000	1,434.31
P18-00846	AMAZON.COM	Supplies - Marks	09-4300-0000	64.42
P18-00866	Houghton Mifflin Harcourt	MCAA Avancemos Level 1 & 3	09-4100-0004	8,163.40
P18-00942	J.W. PEPPER & SON, INC	Supplies - Strings	09-4300-1100	200.00
P18-00996	Herff Jones of Northern CA	Graduation Supplies	01-5630-0000	2,087.91
P18-00998	J.W. PEPPER & SON, INC	Supplies - Choir	09-4300-0000	250.00
P18-01001	MUSIC THEATRE INTERNATIONAL	Royalty Fees	09-5801-0000	741.51
P18-01023	J's Party Rentals & Decor	Chair Rental	09-5630-0000	405.00
P18-01024	WESTERN ASSOC OF SCHOOLS	Membership	09-5310-0000	970.00
P18-01028	TWIN CITY TROPHIES	Awards	09-4300-0000	96.53
P18-01077	TAMS-WITMARK MUSIC LIBRARY	Royalty Fee	09-5801-0000	1,205.00
P18-01080	Sandbag Store, LLC	Theatre Flat Sandbags	09-4300-0000	402.69
Total Location				119,663.00
Location Child Development (51)				
P18-00624	AMAZON.COM	Olive Pre Supplies Marci/Heidi	12-4300-6105	161.75
P18-00625	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Olive Pre Supplies Maria	12-4300-6105	1,238.89
P18-00630	SAC VAL JANITORIAL SALES & SERVICES, INC.	Door Mat	12-4300-6105	186.17
P18-00639	AMAZON.COM	Olivehurst Preschool Room C Heidi/Marci	12-4300-6105	17.31
P18-00643	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Pre Supplies RM A Madrid	12-4300-6105	502.13
P18-00644	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Pre Supplies RM C Jackie Midthun	12-4300-6105	773.81
P18-00673	ABRAMS & COMPANY PUBLISHERS,	Yuba Feather Pre Rhonda Lococo	12-4300-6105	57.37
P18-00681	EATON INTERPRETING SERVICES	Kwoods Preschool	12-5801-6105	1,800.00
P18-00698	AMAZON.COM	OlivePreschool Supplies Maria Jacobo	12-4300-6105	210.76
P18-00853	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Pre Supplies Rm A Madrid	12-4300-6105	97.41

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Child Development (51) (continued)</b>				
P18-00871	The Beauty of Paint	EMCC paint class	12-5801-5025	280.00
P18-00878	DISCOUNT SCHOOL SUPPLY	QRIS Kynoch Pre Supplies Carmen Mota	12-4300-6127	500.96
P18-00879	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Linda Pre Supplies Rm 303 Belle	12-4300-6105	613.64
P18-00885	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	QRIS Olivehurst Pre outdoor Supplies	12-4300-6127	193.77
P18-00886	KAPLAN SCHOOL SUPPLY	QRIS - Olivehurst Preschool Outdoor Supplies	12-4300-6127	177.42
P18-00887	AMAZON.COM	QRIS - Olivehurst Pre outdoor supplies	12-4300-6127	162.36
P18-00888	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Olivehurst PRE Supplies RM A Kang Soung	12-4300-6105	2,190.62
P18-00940	AMAZON.COM	Olive Pre Supplies RM A/B Kang and Maria	12-4300-6105	110.91
P18-00997	AMAZON.COM	EMCC Supplies Carmen Garcia	12-4300-5025	796.06
P18-01032	US MARKERBOARD	Door Mat	12-4300-6105	87.71
P18-01058	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kynoch Pre Carmen Mota	12-4300-6105	18.39
<b>Total Location</b>				<b>10,177.44</b>
<b>Location Community Day School (54)</b>				
P18-00641	OFFICE DEPOT B S D	MCDS Classroom Supplies	01-4300-0003	2,250.00
P18-00670	WAL-MART COMMUNITY BRC	MCDS	01-4300-0004	1,500.00
P18-00795	AMAZON.COM	Art supplies for Ms. Tanya King	01-4300-0004	232.85
<b>Total Location</b>				<b>3,982.85</b>
<b>Location Cordua Elementary (07)</b>				
P18-00701	WAL-MART	CORDUA - LOTTERY	01-4300-1100	500.00
P18-00702	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	CORDUA - LOTTERY	01-4300-1100	500.00
P18-00714	OFFICE DEPOT B S D	CORDUA - LOTTERY	01-4300-1100	2,000.00
P18-00721	Waterford Research Institute	cordua - targeted	01-5801-0003	2,125.00
P18-01026	GOVCONNECTION, INC.	ELPLP42 Bulb	01-4300-1100	126.41
<b>Total Location</b>				<b>5,251.41</b>
<b>Location Covillaud Elementary (09)</b>				
P18-00671	OFFICE DEPOT B S D	COV Classroom supplies	01-4300-0003	1,500.00
P18-00672	OFFICE DEPOT B S D	COV 5299 Open PO	01-4300-0003	5,000.00
P18-00814	DEMCO	COV - Library supplies	01-4300-0003	136.25
P18-00830	OFFICE DEPOT B S D	COV Admin supplies	01-4300-1100	105.06
P18-00910	Today's Classroom	Tech - Mice	01-4300-0003	221.72

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Covillaud Elementary (09) (continued)</b>				
P18-00994	OFFICE DEPOT B S D	COV Admin supplies	01-4300-1100	113.98
P18-01037	CDW-G COMPUTER CENTER	Laptops	01-4410-0003	14,862.71
		<b>Total Location</b>		<b>21,939.72</b>
<b>Location Custodial Supervisor (206)</b>				
P18-00832	ULINE.COM	Tilt Trucks	01-4410-0000	2,615.67
<b>Location Dobbins Elementary (11)</b>				
P18-00881	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0004	300.00
P18-01073	CDW-G COMPUTER CENTER	Projector Install Cable	01-4300-3010	58.81
		<b>Total Location</b>		<b>358.81</b>
<b>Location Edgewater Elementary (12)</b>				
P18-00675	OFFICE DEPOT B S D	FIRST GRADE	01-4300-0003	509.87
P18-00676	AMAZON.COM	First Grade McCall/Covert	01-4300-0003	387.85
P18-00677	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Hartridge/Vilagrana/Duenas	01-4300-0003	123.34
P18-00706	OFFICE DEPOT B S D	ADMIN	01-4300-1100	1,500.00
P18-00707	OFFICE DEPOT B S D	CLASSROOM	01-4300-1100	2,000.00
P18-00722	AMAZON.COM	Office	01-4200-0003	214.08
P18-00802	AMAZON.COM	First Grade McCall	01-4300-0003	176.26
P18-00935	AMAZON.COM	First Grade McCall	01-4300-0004	91.75
P18-00936	REALLY GOOD STUFF	EDG Wellman	01-4300-0004	97.17
P18-00937	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	EDG Covert	01-4300-0004	234.88
P18-00938	MCGRAW-HILL SCHOOL EDUCATION	SPED	01-4300-3010	634.41
P18-01011	PEARSON CUSTOMER SERVICE	SPED	01-4300-6500	231.28
		<b>Total Location</b>		<b>6,200.89</b>
<b>Location Ella Elementary (13)</b>				
P18-00637	WAL-MART COMMUNITY BRC	Ice Cream Social	01-4300-1100	300.00
P18-00880	TEC-COM	Ella Axis Camera Replacement	01-4410-1100	2,089.81
P18-00995	OFFICE DEPOT B S D	bookshelf	01-4300-1100	400.51
P18-01042	Miles Treaster & Associates	Ella Library Chairs	01-4300-1100	5,378.93
P18-01055	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0003	5,000.00

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Board Report with Fund-Object-Resource by

Location

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Total Location				13,169.25
<b>Location Facilities (66)</b>				
P17-03969	NATIONAL ANALYTICAL LABORATORIES, INC.	NAL-Asbestos Inspection/8181-LHS	01-9510-0010	520.00
P18-00683	HASTIE'S CAPITOL SAND & GRAVEL	8183-LHS Football Field	14-4300-0000	454.74
P18-00688	MEEKS BUILDING CENTER	8183- LHS Football Field Project	14-4300-0000	509.12
P18-00689	BI-COUNTY IRRIGATION, INC	8183-LHS FOOTBALL FIELD	14-4300-0000	306.42
P18-00890	APPEAL DEMOCRAT	8181: Legal Notice	01-5890-0010	1,796.74
P18-00958	DIVISION OF STATE ARCHITECT-DE PARTMENT OF GENERAL SE DSA Fees for 8171 LHS HVAC INC 2		01-6173-0010	2,881.00
P18-01003	COPY CITY/BLUEPRINTS & MORE	8157-Edgewater copies of plans	01-5890-0010	227.33
P18-01071	COPY CITY/BLUEPRINTS & MORE	8188-MHS Baseball Bleachers Prints	01-5890-0010	53.04
P18-01072	COPY CITY/BLUEPRINTS & MORE	8187-MHS Scoreboard Prints	01-5890-0010	34.10
Total Location				6,782.49
<b>Location Foothill Intermediate (35)</b>				
P18-00642	SCHOOL SPECIALTY	Tables	01-4300-1100	457.90
P18-00837	SCHOOL MATE	PLANNERS	01-4300-0003	750.53
P18-00838	AMAZON.COM	FHS	01-4300-3010	326.27
P18-00909	SUTTER COUNTY SCHOOLS	Shady Creek	01-5890-9010	6,000.00
P18-00978	AMAZON.COM	fhs	01-4300-0004	504.98
P18-00991	SCHOLASTIC	fhs	01-4300-3010	247.23
P18-00992	AMAZON.COM	FHS	01-4300-0004	41.11
P18-01030	AMAZON.COM	Cowan/F. Bertalan	01-4300-0004	64.91
P18-01059	AMAZON.COM	FHS	01-4300-1100	12.58
Total Location				8,405.51
<b>Location Grounds (65)</b>				
P18-00658	PACE SUPPLY CORP.	GROUNDS/2017-2018	01-4300-0000	5,000.00
<b>Location Indian Education (108)</b>				
P18-01057	MYERS-STEVENSON & CO INC	Field Trip Insurance	01-5890-4510	40.60
<b>Location Instruction (IMC) (110)</b>				
P18-00627	OFFICE DEPOT B S D	Markers	01-4300-0000	64.68
P18-00699	Edmentum	Edmentum Year 2	01-5801-0004	75,362.80

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Instruction (IMC) (110) (continued)				
P18-00927	Thomas R. Guskey	August PD Days 2017 with Thomas Guskey	01-5801-4035	22,500.00
P18-00993	MCGRW-HILL SCHOOL EDUCATION	GR5 WonderWorks Consumable	01-4100-0004	763.97
P18-01043	OFFICE DEPOT B S D	Office Supplies	01-4300-0000	93.08
P18-01044	EMC PUBLISHING	GR10 EMC for LHS	01-4100-0004	1,992.07
P18-01045	MCGRW-HILL SCHOOL EDUCATION	FLEX Level B TE	01-4100-0004	451.73
P18-01054	MCGRW-HILL SCHOOL EDUCATION	GRK Wonders 1 Year	01-4100-0004	2,898.71
P18-01056	Houghton Mifflin Harcourt	GRK Go Math for DO	01-4100-0004	1,075.62
<b>Total Location</b>				<b>105,202.66</b>
Location Johnson Park Elementary (15)				
P18-00694	WAL-MART COMMUNITY BRC	Office Supplies	01-4300-1100	500.00
P18-00695	OFFICE DEPOT B S D	Office Supplies	01-4300-1100	500.00
P18-00696	SCHOOL SPECIALTY	Office Chair	01-4300-1100	348.02
P18-00734	COSTA VIDA	Staff Lunch	01-4300-1100	390.93
P18-00894	SUTTER BUTTES COMMUNICATIONS	Radios	01-4300-1100	5,506.73
P18-00895	CDW-G COMPUTER CENTER	Surface Pro - Principal	01-4410-1100	2,315.52
P18-00976	AMAZON.COM	Safety / Library	01-4300-1100	58.10
P18-01038	NWN CORPORATION	Printer	01-4300-3010	509.20
<b>Total Location</b>				<b>10,128.50</b>
Location Kynoch Elementary (17)				
P18-00648	CDW-G COMPUTER CENTER	HP 4GB 11" Chromebooks and Cart	01-4300-0000	6,613.13
			01-4410-0000	1,311.99
P18-00827	EAI EDUCATION	FOSTER, RSP SUPPLIES	01-4300-1100	100.13
P18-00900	KING CLOTHING	Custodial Staff Shirts	01-4300-1100	551.64
P18-00901	SCHOLASTIC	BOOK ORDERS RM 14	01-4300-1100	151.25
P18-00902	SCHOLASTIC	BOOK ORDERS RM 20	01-4300-1100	151.25
P18-00903	SCHOLASTIC	BOOK ORDERS RM 7	01-4300-1100	151.25
P18-00904	SCHOLASTIC	STORYWORKS FOR RM 26	01-4300-1100	259.05
P18-00908	SCHOLASTIC	RM 24 SCHOLASTIC 3, SCISPIN, GEOSPIN	01-4300-1100	139.87
P18-00930	MCGRW-HILL SCHOOL EDUCATION	RM 14 SOUND SPELLING CARDS	01-4300-0003	149.70
P18-00969	Mystery Science Inc.	RM 16 MYSTERY SCIENCE	01-5801-1100	749.00

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Includes Purchase Orders dated 08/01/2017 - 09/01/2017				Board Meeting Date September 12, 2017		
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount		
Location Kynoch Elementary (17) (continued)						
P18-00970	The Brick Coffee House Cafe	STAFF BREAKFAST	01-4300-1100	487.00		
P18-00973	KING CLOTHING	KELSO SHIRTS	01-4300-1100	919.37		
P18-00987	MYERS-STEVENSON & CO INC	Insurance: AFTER SCHOOL FUNCTION SKATE PARTY	01-5890-9010	173.25		
P18-01015	PSYCHOLOGICAL CORPORATION CUSTOMER CARE DEPARTMENT	RM 34 ( FOSTER) WIAT	01-4300-6500	166.16		
P18-01061	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	RM 32 SUPPLIES	01-4300-1100	896.55		
Total Location				12,970.59		
Location Linda Elementary (19)						
P18-00723	AMAZON.COM	classroom book set/ Little House on the Prairie	01-4300-0003	129.74		
P18-00786	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kinder classroom carpets	01-4410-0003	2,592.59		
P18-00789	HOME DEPOT	Picnic Tables	01-4300-0004	1,974.78		
P18-00798	SUTTER BUTTES COMMUNICATIONS	Radios	01-4300-0004	1,295.70		
P18-00801	WriteSteps	Write Steps 4th grade 1 yr. subscription	01-5801-0003	297.00		
P18-00882	GREENFIELD LEARNING, INC MULTIMEDIA SYSTEMS FOR TRAIN.	Lexia one year renewal for 2017-2018 school year	01-5801-0003	9,900.00		
P18-00883	APPLE COMPUTER INC	LIN Volume Credits	01-4300-0003	500.00		
P18-01025	DEMCO	classroom supplies	01-4300-0003	51.58		
P18-01084	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	LA952 Classroom carpet for 30	01-4410-0003	518.52		
Total Location				17,259.91		
Location Lindhurst High (43)						
P18-00621	SCHOOL SPECIALTY	LHS Office	01-4300-0004	1,334.19		
P18-00628	TROXELL COMMUNICATIONS INC	TV Mount	01-4300-0000	102.84		
P18-00636	Follett School Solutions, Inc.	Library Barcodes	01-4300-0000	288.64		
P18-00646	AMAZON.COM	Office Supplies	01-4300-0000	147.20		
P18-00655	MYERS-STEVENSON & CO INC	FFA to Shingletown	01-5890-0000	35.00		
P18-00674	AMAZON.COM	Classroom Supplies/Science	01-4300-0003	865.95		
P18-00740	Taqueria El Taco Naco	PLC Meeting	01-4300-0000	400.00		
P18-00761	CIF SAC-JOAQUIN SECTION	CIF Sac Joaquin Section Dues	01-5310-0000	1,033.04		
P18-00763	CDW-G COMPUTER CENTER	CPUs and Monitors	01-4410-0004	2,425.54		
P18-00774	BUTLER CLEANERS	ROTC Supplies	01-4300-0004	500.00		
P18-00797	AMAZON.COM	Classroom Supplies/English	01-4300-0003	151.65		
P18-00815	Taqueria El Taco Naco	Staff Meeting	01-4300-0000	600.00		
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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P18-00818	AMAZON.COM	Classroom Supplies/Spangler	01-4300-0004	528.37
P18-00819	GERLINGER STEEL	Classroom Supplies/Moss	01-4300-0004	1,800.00
			01-4300-7010	500.00
P18-00820	TRACTOR SUPPLY COMPANY	Classroom Supplies/Moss	01-4300-7010	500.00
P18-00821	VALLEY TRUCK & TRACTOR CO	Classroom Supplies/Moss	01-4300-7010	250.00
P18-00822	HUST BROTHERS INC	Classroom Supplies/Moss	01-4300-7010	650.00
P18-00823	NATIONAL FFA CENTER	Classroom Supplies/Moss	01-4300-7010	600.00
P18-00824	CALIFORNIA ASSN FFA	Classroom Supplies/Moss	01-4300-7010	1,500.00
P18-00825	HARBOR FREIGHT TOOLS	Classroom Supplies/Moss	01-4300-0004	600.00
			01-4300-7010	1,000.00
			01-4300-0004	2,707.40
P18-00828	GREAT LAKES SPORTS	Classroom Supplies/Ehrke		
P18-00829	Miles Treaster & Associates	LHS Office guest chairs	01-4300-0004	1,884.59
P18-00831	ArmorZone Athletic, LLC	Supplies/Football	01-5630-0000	2,875.00
P18-00836	AMAZON.COM	Classroom Supplies	01-4300-0003	44.21
P18-00842	CASH & CARRY	Culinary Supplies	01-4300-0004	2,000.00
P18-00843	WAL-MART COMMUNITY BRC	Culinary Supplies	01-4300-0004	2,000.00
P18-00847	AMAZON.COM	Refrigerator/Nurses Office	01-4300-0000	184.03
P18-00848	AMAZON.COM	Classroom Supplies/Priddy	01-4300-0003	37.70
P18-00849	AMAZON.COM	Classroom Supplies/Garcia	01-4300-0003	192.89
P18-00850	Herff Jones of Northern CA	Graduation Gowns	01-5630-0000	3,946.80
P18-00852	AMAZON.COM	Supplies/School Technology	01-4300-0003	32.46
P18-00854	AMAZON.COM	Lanyards	01-4300-0000	58.42
P18-00872	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh	01-4300-0003	352.02
P18-00884	AMAZON.COM	Classroom Supplies/Bini	01-4300-0003	78.77
P18-00946	AIRGAS	Auto Shop	01-5630-0004	1,500.00
P18-00950	B & H PHOTO	Classroom Supplies/Ehrke	01-4300-0004	313.96
P18-00971	AMAZON.COM	Supplies/School Technology	01-4300-3010	270.61
P18-00975	AMAZON.COM	Classroom Supplies/Peterson	01-4300-0003	947.12
P18-00980	MIDWEST TECHNOLOGY PRODUCTS	Classroom Supplies/McCullough	01-4300-0003	118.24

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PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
Location Lindhurst High (43) (continued)				
P18-00982	AMAZON.COM	Classroom Supplies	01-4300-0003	17.52
P18-00983	JORGENSEN SPORTS SERVICE	Fall Sports Officials	01-5801-0000	4,570.00
P18-00986	Teletream	Classroom Supplies/Spangler	01-5801-0003	199.00
P18-01031	TROXELL COMMUNICATIONS INC	Elmos	01-4410-3010	2,433.46
P18-01046	TROXELL COMMUNICATIONS INC	Chromebook Carts	01-4410-3010	4,013.91
P18-01047	CDW-G COMPUTER CENTER	Classroom CPUs, Chromebooks, Printer	01-4300-3010	20,280.25
			01-4410-3010	16,719.27
P18-01048	THE TREE HOUSE	Toner for CP4025dn Printer	01-4300-3010	3,230.72
P18-01050	TROXELL COMMUNICATIONS INC	Chromebook Carts and Projectors	01-4410-3010	16,426.94
P18-01051	THE TREE HOUSE	Toner for CP4025dn Printer	01-4300-3010	3,421.78
P18-01052	CDW-G COMPUTER CENTER	Samsung Toner for ML4020 printers	01-4300-0003	550.06
P18-01074	Pearson Education	Pre-Calculus Books	01-4100-0004	2,859.05
P18-01081	MUSICIAN'S FRIEND	Classroom Supplies/Sleigh	01-4300-0003	82.81
		<b>Total Location</b>		<b>110,161.41</b>
Location Loma Rica Elementary (21)				
P18-00657	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-3010	1,492.71
P18-00704	AMAZON.COM	Custodial Supplies	01-4320-0000	52.93
P18-00905	OFFICE DEPOT B S D	Classroom Supplies	01-4300-1100	700.00
P18-00906	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0003	900.00
P18-00922	POSITIVE PROMOTIONS	SPED	01-4300-6500	61.31
P18-00928	AMAZON.COM	Office Supplies	01-4300-1100	349.69
P18-00932	AMAZON.COM	PBIS	01-4300-0003	32.46
P18-00955	AMAZON.COM	Supplies	01-4300-1100	20.56
P18-01022	Time Timer, LLC	SPED	01-4300-6500	70.83
		<b>Total Location</b>		<b>3,680.49</b>
Location Maintenance (63)				
P17-03938	Lincoln Aquatics	MAINTENANCE/POOL	01-9510-8150	1,423.83
P17-03970	VOLTAGE SPECIALISTS	MAINTENANCE/LHS	01-9510-8150	570.00
P17-03971	NATIONAL ANALYTICAL LABORATORIES, INC.	MAINTENANCE/DO Breakroom	01-9510-8150	475.00
P18-00597	Carpet II Inc. DBA Premier Floors	MAINTENANCE/ELLA SCHOOL	14-5642-0000	11,638.78

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## Location

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Maintenance (63) (continued)					
P18-00685	SAVE MART / FOODMAXX	MAINTENANCE/2017-2018	01-4300-8150	4,000.00	
P18-00686	Nordic Industries, Inc.	MAINTENANCE/YUBA FEATHER	01-4300-8150	168.33	
P18-00687	L & H AIRCO	MAINTENANCE/YUBA FEATHER/MCKENNEY	01-4300-8150	74.70	
			01-4410-8150	1,196.90	
P18-00750	AMERICAN CHILLER SERVICE INC	MAINTENANCE/LHS CHILLER	01-5642-8150	10,509.00	
P18-00751	HOLT OF CALIFORNIA	MAINTENANCE/2017-2018	01-5630-8150	5,000.00	
P18-00752	Lincoln Aquatics	MAINTENANCE/MHS POOL	01-5642-8150	115.00	
P18-00753	KELCO FASTENERS & TOOL REPAIR	MAINTENANCE	01-4300-8150	160.90	
P18-00777	HOLT OF CALIFORNIA	MAINTENANCE/MHS HVAC UNITS (15)	14-5630-0000	1,396.75	
P18-00778	Brinkers Welding and Metal Fab	MAINTENANCE/MCAA/STOCK	01-4300-8150	115.00	
P18-00779	Sac Ice	MAINTENANCE	01-5642-8150	508.79	
P18-00806	CARPET CLEARANCE CENTER	MAINTENANCE/MHS/RM M4/JENKINS	01-4300-8150	20.33	
P18-00807	HD Supply Facilities Maintenance LTD	MAINTENANCE/T.HAYES	01-4300-8150	225.26	
P18-00808	CULLIGAN	MAINTENANCE/LHS/MHS-LHS	01-5801-8150	1,722.00	
P18-00856	Backflow Distributors, Inc.	MAINTENANCE	01-5801-8150	104.85	
P18-00857	RICK BROWN'S PROPANE	MAINTENANCE/LHS KITCHEN	01-4300-8150	23.25	
P18-00858	TRANE COMPANY	MAINTENANCE/EDGEWATER CAFE	01-4300-8150	7.33	
			01-4410-8150	507.12	
P18-00859	AERC Recycling Solutions - A Clean Earth Company	MAINTENANCE	01-5570-0000	2,099.23	
P18-00860	VOLTAGE SPECIALISTS	MAINTENANCE/DOBBINS	01-5642-8150	3,780.00	
P18-00861	AMERICAN CHILLER SERVICE INC	MAINTENANCE/LHS CHILLER	01-5642-8150	5,526.00	
P18-00862	AMAZON.COM	Phone Charger	01-4300-8150	41.98	
P18-00891	W.V. ALTON, INC.	MAINTENANCE/COVILLAUD RM A109	14-4450-0000	8,239.00	
P18-00912	Backflow Distributors, Inc.	MAINTENANCE/McKenney	01-4450-8150	5,410.72	
P18-00957	Applied Landscape Materials	MAINTENANCE	01-4300-8150	10,000.00	
P18-01035	John Burger Heating & Air Conditioning, Inc.	MAINTENANCE/COVILLAUD CAFETERIA	14-4450-0000	12,545.00	
P18-01036	W.V. ALTON, INC.	MAINTENANCE/YUBA GARDENS RM#2	14-4450-0000	10,077.00	
P18-01062	Dept of Ind. Relations (Acctg) DOSH Elevator Permits	MAINTENANCE/MHS ELEVATOR	01-5890-8150	506.00	
P18-01063	UNITED LABORATORIES	MAINTENANCE/LHS CHILLER	01-4300-8150	4,329.51	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Marysville High (45)</b>				
<b>Location Maintenance (63) (continued)</b>				
P18-01064	Backflow Distributors, Inc.	MAINTENANCE	01-4300-8150	5,000.00
P18-01065	ALL RITE ROOFING	MAINTENANCE/YUBA GARDENS RM#2	14-5642-0000	1,590.00
<b>Total Location</b>				<b>109,107.56</b>
<b>Location Marysville High (45)</b>				
P18-00620	ABC SCHOOL EQUIPMENT	Whiteboards	01-4300-0003	1,304.14
P18-00633	AMAZON.COM	Monitors for Yearbook	01-4300-9010	4,125.71
P18-00654	AMAZON.COM	25 ft. Surge Protector	01-4300-0000	72.92
P18-00692	ACCREDITING COMMISSION FOR SCHOOLS	WASC Membership Fee	01-5310-0000	970.00
P18-00693	McGraw-Hill/ALEKS	MHS/ALEKS	01-5801-3010	4,590.00
P18-00711	AMAZON.COM	ID Badge Holders	01-4300-0000	25.97
P18-00712	MyParkingPermit.com	Parking Permits	01-4300-0000	452.86
P18-00724	ALPHA CERAMIC SUPPLIES, INC.	Ceramics Materials	01-4300-0004	2,843.73
P18-00764	Jason Horan	Gail Buttacavoli Price Scholarship	73-7299-9020	500.00
P18-00768	Amy Bernhard	Woodrow and Dorothy Jang Scholarship	73-7299-9020	2,000.00
P18-00770	Hailey Gonzales	Ina Wells Scholarship	73-7299-9020	205.00
P18-00783	AMAZON.COM	Pre-Calculus/AP US History Books	01-4100-0004	1,874.41
P18-00897	OFFICE DEPOT B S D	Toner/Drum Unit	01-4300-0004	142.88
P18-00899	AMAZON.COM	Business Math Textbooks	01-4100-0004	163.92
P18-00951	Mei Yu	Camille Freel Scholarship	73-7299-9020	175.00
P18-00952	Brian Sullivan	Wilson Scholarship	73-7299-9020	108.00
P18-00953	Christopher Zavala	Hilke Sligar Scholarship	73-7299-9020	500.00
P18-00954	UNION LUMBER COMPANY	ROP Landscaping Supplies	01-4300-0004	139.59
P18-00960	OFFICE DEPOT B S D	ROP Medical Supplies	01-4300-0004	1,000.00
P18-00972	Pearson Education	Pre-Calculus Books	01-4100-0004	1,464.27
P18-01008	SCHOOL SPECIALTY	Principal's Chair	01-4300-0000	348.02
P18-01009	Miles Treaster & Associates	MHS Principal guest chairs	01-4300-0000	714.80
P18-01021	Herff Jones of Northern CA	Graduation Cords	01-4300-0000	649.50
P18-01027	WALKER'S OFFICE SUPPLIES	MHS Principal Office	01-4300-0000	559.65
				1,436.48
P18-01029	NWN CORPORATION	HP M402dne Printer/Eggleston	01-4300-0000	176.65

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Includes Purchase Orders dated 08/01/2017 - 09/01/2017				Board Meeting Date September 12, 2017	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Marysville High (45) (continued)					
P18-01049	GOVCONNECTION, INC.	ELPLP42 Bulbs	01-4300-0003	632.07	
P18-01076	NWN CORPORATION	HP M402dne Printers	01-4300-3010	883.27	
P18-01078	AMAZON.COM	Yearbook Supplies	01-4300-9010	25.96	
P18-01079	Capital Lumber Company	Woodshop Supplies	01-4300-0004	2,617.29	
Total Location				30,702.09	
Location McKenney Intermediate (37)					
P18-00682	WAL-MART COMMUNITY BRC	OFFICE	01-4300-1100	500.00	
P18-00713	B.E. PUBLISHING SALES DEPARTMENT	GOOGLE DOCS SUBSCRIPTION	01-5801-3010	1,097.50	
P18-00788	OFFICE DEPOT B S D	Admin 1009 Open PO	01-4300-1100	4,000.00	
P18-00791	BRAIN POP	THOMPSON	01-5801-1100	230.00	
P18-00816	GOPHER SPORT	MOORE	01-4300-1100	549.91	
P18-00817	AMAZON.COM	KLOPF	01-4300-1100	9.73	
P18-00826	RESOURCES FOR EDUCATORS REMIT PROCESSING DEPT	MIDDLE YEARS FOR NEWSLETTER	01-4300-1100	374.00	
P18-00834	Follett School Solutions, Inc.	LIBRARY	01-4300-1100	100.51	
P18-00855	PETE'S MUSIC & ACCORDIAN CENTER	BAND	01-4300-1100	300.00	
P18-00863	AMAZON.COM	BAKER	01-4300-1100	10.22	
P18-00864	AMAZON.COM	BIRTHDAY PENCILS	01-4300-1100	56.80	
P18-00870	PETE'S MUSIC & ACCORDIAN CENTER	HASTEY	01-4300-3010	3,247.50	
P18-00989	AMAZON.COM	GREMINGER	01-4300-1100	5.94	
P18-01082	NWN CORPORATION	HP M402dne Printers	01-4300-1100	706.61	
P18-01083	CDW-G COMPUTER CENTER	Samsung Toner for ML4020 printers	01-4300-1100	733.42	
Total Location				11,922.14	
Location Nutrition Services (73)					
P18-00600	Bay State Milling	Direct Order for Warehouse Inventory	13-9325-5310	1,793.00	
P18-00601	IDENTIMETRICS, INC.	Annual Licensing & Support 17/18 School Year	13-5801-5310	6,986.00	
P18-00602	ISITE SOFTWARE	Annual Service & Support for 17/18 SY	13-5801-5310	664.00	
P18-00603	PortionPac Chemical Corp.	Food Safety & Sanitation Program 17/18 SY	13-5801-5310	51,816.00	
P18-00604	BIG TRAY	Traulsen Reach-In Refers for YF & LIN Kitchens	13-4410-5310	7,436.72	
P18-00605	EAST BAY RESTAURANT SUPPLY, INC.	Traulsen Roll-in Refrigerator for Linda Kitchen	13-6492-5310	8,483.12	
P18-00606	W.V. ALTON, INC.	Final 4 WV Alton Invoices	13-5641-5310	2,692.29	

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## Board Report with Fund-Object-Resource by

Location

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P18-00607	COMMERCIAL APPLIANCE	Open PO for Service of Kitchen Cooking Equipment	13-5641-5310	25,000.00
P18-00608	HOBART CORPORATION	Open PO for Service of Kitchen Dishware Equipment	13-5641-5310	9,000.00
P18-00609	HOLT OF CALIFORNIA	Open PO for Service of Warehouse Forklift	13-5641-5310	1,000.00
P18-00610	RSI - Refrigeration Solutions	Open PO for Service of Warehouse Refrigeration	13-5641-5310	10,000.00
P18-00611	Bimbo Bakeries USA, Inc.	Open PO for Bread	13-4717-5310	56,000.00
P18-00612	Foster Dairy Farms, Inc. dba Crystal Creamery	Open PO for Dairy Products	13-4711-5310	500,000.00
P18-00613	PRO PACIFIC FRESH	Open PO for Grocery Items	13-4717-5310	119,000.00
P18-00614	Ramirez Farming	Open PO for Fruit delivered direct to Kitchens	13-4716-5310	7,425.00
P18-00615	Rohrer Brothers, Inc.	Open PO for Produce direct to Kitchens	13-4716-5310	270,000.00
P18-00616	DANIELSEN COMPANY	Direct Order for Warehouse Food Inventory	13-9325-5310	110.38
P18-00631	Encore Oils	Grease Trap Pump	13-5641-5310	1,250.00
P18-00656	PIZZA ROUNDUP	Lunch for Aug 9, 2017 Training	13-4300-5310	366.89
P18-00754	LAND O'LAKES, INC	frozen food order	13-9325-5310	4,622.96
P18-00755	NATIONAL FOOD GROUP	Direct Order for Warehouse Inventory	13-9325-5310	3,568.00
P18-00756	NATIONAL FOOD GROUP	Direct Order for Warehouse Inventory	13-9325-5310	2,184.00
P18-00775	Tasty Brands	Direct Food Order for Warehouse	13-9325-5310	15,108.54
P18-00780	JENNIE-O-TURKEY STORE	Direct Food Order for Warehouse	13-9325-5310	14,774.37
P18-00781	LA TAPATIA TORTILLERIA, INC	Direct Order of Tortilla Chips for Warehouse Inv.	13-9325-5310	994.00
P18-00810	TYSON FOODS	Direct Food Order for Warehouse	13-9325-5310	10,696.86
P18-00865	CDW-G COMPUTER CENTER	Fuser	13-4300-5310	308.56
P18-00875	PRO PACIFIC FRESH	Direct Order for Warehouse Inventory	13-9325-5310	12,069.01
P18-00876	RSI - Refrigeration Solutions	Replace Failed Compressor-Whs Cold Storage	13-5641-5310	9,441.50
P18-00877	RSI - Refrigeration Solutions	Gas Retrofit required by law	13-5641-5310	3,103.94
P18-00913	ULINE.COM	Direct order for FFVP Program Distribution	13-4300-5370	329.82
P18-00914	ULINE.COM	Direct Order-shrinkwrap for warehouse	13-4300-5310	453.71
P18-00915	CAMELIA SAUCEDO, PETTY CASH NUTRITION SERVICES	Nutrition Services per attached	13-4300-5310	473.23
P18-01004	Sysco Sacramento, Inc.	Direct Order for warehouse inventory	13-9325-5310	512.25
P18-01067	Fat Cat Scones	Direct Order for Warehouse Inventory	13-9326-5310	5,545.17
			13-9325-5310	5,636.50

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Includes Purchase Orders dated 08/01/2017 - 09/01/2017				Board Meeting Date September 12, 2017	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
<b>Location Nutrition Services (73) (continued)</b>					
P18-01068	J M SMUCKERS	Direct Order for Warehouse Inventory	13-9325-5310	4,770.90	
P18-01069	LAND O'LAKEs, INC	Direct Order for Warehouse Inventory	13-9325-5310	5,882.34	
P18-01070	LARRY GEWEKE FORD	Ford Van	13-6500-5310	23,762.50	
			<b>Total Location</b>	<b>1,203,261.56</b>	
<b>Location Olivehurst Elementary (25)</b>					
P18-00743	OFFICE DEPOT B S D	OFFICE	01-4300-1100	4,500.00	
P18-00766	OFFICE DEPOT B S D	CLASSROOM SUPPLIES	01-4300-0003	3,000.00	
P18-00767	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0004	2,000.00	
P18-00799	CDW-G COMPUTER CENTER	Samsung Toner for ML4020 printers	01-4300-0003	5,133.91	
P18-00812	WAL-MART COMMUNITY BRC	OFFICE	01-4300-1100	2,000.00	
P18-00961	AMAZON.COM	MATERIALS AND SUPPLIES	01-4300-0004	512.98	
			<b>Total Location</b>	<b>17,146.89</b>	
<b>Location Personnel (113)</b>					
P18-00651	APPEAL DEMOCRAT	Classified Graphics Svs & Computer Spec1	01-5890-0000	349.70	
P18-00738	STATE DEPT OF JUSTICE ACCOUNTING SERVICES	FINGER PRINTING 2017-2018	01-5810-0000	18,000.00	
P18-00776	eSCHOOL SOLUTIONS	MAINT - PERSONNEL 17-18	01-5621-0000	6,284.26	
P18-00941	WALKER'S OFFICE SUPPLIES	File Rail	01-4300-0000	60.47	
			<b>Total Location</b>	<b>24,694.43</b>	
<b>Location Print Shop (67)</b>					
P18-00773	ULINE.COM	Tape Dispensers	01-4300-0000	.30	
P18-00916	Bay Press Services	Rotary Cutter	01-4410-0000	1,482.97	
			<b>Total Location</b>	<b>1,483.27</b>	
<b>Location Pupil Services (202)</b>					
P18-00429	MYERS-STEVENs & CO INC	field trip for LHS ESY students	01-5890-6500	35.00	
P18-00596	WAL-MART COMMUNITY BRC	PUPIL SERVICES/Speech	01-4300-6500	500.00	
P18-00659	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	supplies for Olivehurst special ed classroom	01-4300-6500	21.37	
P18-00662	AMAZON.COM	calendars for Olivehurst special ed classroom	01-4300-6500	34.91	
P18-00710	Alhambra	Office Water	01-4300-6500	700.00	
P18-00737	Stott Outdoor Advertising	dental van advertising	01-5801-9014	6,825.00	
P18-00739	PEARSON CUSTOMER SERVICE	CA ilit Pilot	01-4200-6500	5,520.75	

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Includes Purchase Orders dated 08/01/2017 - 09/01/2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Pupil Services (202) (continued)</b>				
P18-00851	PLAK SMACKER, INC.	dental van outreach	01-4300-9014	638.48
P18-00917	SCHOOL STEPS, INC.	Contract OT Services	01-5100-6500	225,000.00
P18-00918	SCHOOL STEPS, INC.	Contract Speech Therapist	01-5100-6500	540,000.00
P18-00945	ODYSSEY LEARNING CENTER	NPS day school	01-5100-6500	10,725.00
			01-5860-6500	25,000.00
			<b>Total Location</b>	<b>815,000.51</b>
<b>Location Purchasing (104)</b>				
P18-00782	PITNEY BOWES SUPPLIES OPERATIONS	D.O./MAILROOM	01-4300-0000	287.96
P18-00962	THE TREE HOUSE	Toner for printer	01-4300-0000	250.31
			<b>Total Location</b>	<b>538.27</b>
<b>Location South Lindhurst (47)</b>				
P18-00617	OFFICE DEPOT B S D	SLHS Admin.	01-4300-1100	1,000.00
P18-00618	WAL-MART COMMUNITY BRC	Admin.	01-4300-1100	750.00
P18-00619	YOUTH DEVELOPMENT NETWORK	YDN Professional Development	01-5801-0003	4,000.00
P18-00634	North State Screenprinting	Staff Polo	01-4300-1100	261.21
P18-00733	HUST BROTHERS INC	Helium	01-5630-1100	200.00
P18-00790	AMAZON.COM	Underwood Consumer/Career Math	01-4100-0004	266.36
P18-00867	Princeton Health Press	Life Skills	01-4300-0003	1,880.18
P18-00873	YUBA SUTTER TRANSIT	Bus Passes	01-4300-1100	300.00
			<b>Total Location</b>	<b>8,657.75</b>
<b>Location Student Discipline/Attendance (109)</b>				
P18-00638	OFFICE DEPOT B S D	SARB/ER	01-4300-0000	350.00
P18-00726	FRANK M. BOOTH, INC	Frank M. Booth	01-4300-0004	1,200.01
P18-00963	AMAZON.COM	TIMEBOMB VIDEO/ SATURDAY SCHOOL	01-4300-0000	27.01
P18-00965	WAL-MART COMMUNITY BRC	OPEN PO FOR WALMART	01-4300-0000	500.00
P18-00979	THE CHANGE COMPANIES	CURRICULUM FOR SATURDAY SCHOOL	01-4300-0000	202.57
P18-00984	Diana E. Adams	PARENTING WITH DIGNITY CLASSES/ D. ADAMS	01-5801-0004	3,200.00
P18-00985	Leah Ann Eneix	PARENTING WITH DIGNITY CLASSES/ L. ENEIX	01-5801-0004	3,200.00
			<b>Total Location</b>	<b>8,679.59</b>
<b>Location Superintendent (101)</b>				

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Includes Purchase Orders dated 08/01/2017 - 09/01/2017

Board Meeting Date September 12, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Superintendent (101)</b>				
P18-00999	CALIFORNIA SCHOOL BOARD ASSOC.	CSBA Membership	01-5310-0000	12,121.00
P18-01000	CALIFORNIA SCHOOL BOARD ASSOC.	CSBA Policy Expenses	01-5801-0000	6,615.00
<b>Total Location</b>				<b>18,736.00</b>
<b>Location Technology (102)</b>				
P18-00622	CDW-G COMPUTER CENTER	Blade Enclosure Install	01-5801-0000	6,050.00
P18-00626	OFFICE DEPOT B S D	Technology Office Depot PO (17-18)	01-4300-0000	7,500.00
P18-00645	TEC-COM	Fiber to Bus Building	01-5801-0000	4,300.00
P18-00703	AMAZON.COM	Laptop RAM	01-4300-0000	668.38
P18-00744	EdClub, Inc.	Typing Club 2017-18	01-5801-0000	12,500.00
P18-00747	AMAZON.COM	Screwdriver Kit for Dan	01-4300-0000	43.29
P18-00796	AMAZON.COM	USB Adapters for Network Devices	01-4300-0000	54.10
P18-00869	Tahoe Pure	Tahoe Pure (17-18)	01-4300-0000	500.00
P18-01010	VERIZON WIRELESS	iPhone SE Russell Judkins (New Number)	01-4300-0000	33.00
P18-01014	GAGGLE	Gaggle 2017-2018	01-5801-0000	8,400.00
P18-01016	AMAZON.COM	Cell Case For Fred	01-4300-0000	18.39
P18-01020	APPLE COMPUTER INC	Power Cables for iPhone	01-4300-0000	61.70
<b>Total Location</b>				<b>40,128.86</b>
<b>Location Transportation (69)</b>				
P18-00598	MISSION LINEN & UNIFORM	Matts for office	01-5630-0230	2,000.00
P18-00599	MARIN PAINTING	TRANSPORTATION/REPAIRS	01-5641-0230	3,999.06
P18-00690	TK SERVICES (THERMO KING)	TRANSPORTATION/REPAIRS	01-5641-0230	1,500.00
P18-00749	TK SERVICES (THERMO KING)	TRANSPORTATION/PARTS	01-4364-0230	500.00
P18-00809	MARIN PAINTING	TRANSPORTATION/REPAIRS	01-5641-0230	17,731.17
P18-00956	UNITED TRUCK DISMANTLERS	TRANSPORTATION/Parts	01-4364-0230	300.00
P18-01002	Lakeview Energy Services	Green Diesel Fuel 2017-18	01-4361-0230	10,000.00
P18-01006	APPEAL DEMOCRAT	TRANSPORTATION	01-5890-0230	500.00
P18-01034	Cisco Air Systems, Inc,	TRANSPORTATION/SUPPLIES	01-4364-0230	1,000.00
P18-01066	NATOMAS TOWING	TRANSPORTATION/Repairs	01-5641-0230	1,000.00
<b>Total Location</b>				<b>38,530.23</b>
<b>Location Warehouse (71)</b>				

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## Location

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Warehouse (71)					
P18-00629	SHADD JANITORIAL SUPPLY	Warehouse Stock 2017-18 S.Y.	01-9320-0000	1,098.08	
P18-00805	HILLYARD - SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	3,357.00	
P18-00889	HOLT OF CALIFORNIA	Pallet Truck	01-4410-0000	4,324.59	
P18-00911	BATTERIES PLUS	Battery	01-4300-0000	53.61	
P18-00943	SOUTHWEST SCHOOL & OFFICE SUPPLY	Whs Stock 17-18 SY	01-9320-0000	1,190.64	
P18-00944	RISO PRODUCTS OF SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	948.27	
P18-01005	MOHINDER SPORT INC	Warehouse Stock 17-18 S.Y.	01-9320-0000	1,081.03	
P18-01007	US GAMES	Warehouse Stock 17-18 S.Y.	01-9320-0000	118.86	
P18-01033	HILLYARD - SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	4,063.14	
Total Location				16,235.22	
Location Yuba Gardens Intermediate (39)					
P18-00647	CDW-G COMPUTER CENTER	HP 4GB 11" Chromebooks and Cart	01-4300-0000	7,494.88	
			01-4410-0000	1,311.99	
P18-00649	WAL-MART COMMUNITY BRC	STAFF MEETINGS	01-4300-1100	3,000.00	
P18-00650	OFFICE DEPOT B S D	OFFICE SUPPLIES	01-4300-1100	3,500.00	
P18-00684	CDW-G COMPUTER CENTER	HP 4GB 11" Chromebooks and Cart	01-4300-0000	7,494.88	
			01-4410-0000	1,311.99	
P18-00697	OFFICE DEPOT B S D	CLASSROOM SUPPLIES (Categorical)	01-4300-0003	5,000.00	
P18-00700	MobyMax	YLST/GATES	01-5801-0003	1,295.00	
P18-00705	AMAZON.COM	CROSBY/GATES	01-4300-0003	98.28	
P18-00715	AMAZON.COM	M JONES	01-4300-0003	95.56	
P18-00725	AMAZON.COM	CARTRIGHT/GATES	01-4300-0003	522.24	
P18-00727	School Datebooks	YLST/GATES	01-4300-0003	3,499.47	
P18-00728	AMAZON.COM	BARLOW/GATES	01-4300-0003	526.14	
P18-00729	J.W. PEPPER & SON, INC	STEWART/GATES	01-4300-0003	1,247.33	
P18-00730	AMAZON.COM	LEHMER/GATES	01-4300-0003	462.92	
P18-00731	AMAZON.COM	CLEVERDON/GATES	01-4300-0003	128.44	
P18-00765	MUSICIAN'S FRIEND	STEWART/GATES	01-4300-0003	579.68	
P18-00769	PRECISION 1 SCREENPRINTING AND EMBROIDERY	MJONES/GATES	01-4300-6690	150.15	
P18-00792	AMAZON.COM	CROSBY/GATES	01-4300-0003	239.23	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Yuba Gardens Intermediate (39) (continued)				
P18-00811	US MARKERBOARD	Door Mat	01-4300-1100	392.38
P18-00898	CDW-G COMPUTER CENTER	Projector Install Items	01-4300-0003	281.75
P18-00907	GREAT LAKES SPORTS	YLST/GATES	01-4300-1100	183.49
P18-00919	Courthouse Cafe	YLST/GATES	01-4300-1100	839.79
P18-00925	AMAZON.COM	WATERS/GATES	01-4300-1100	15.14
P18-00931	AMAZON.COM	MULTI-TEACHERS	01-4300-3010	459.03
P18-00947	5-Star Students, LLC	JONES/GATES	01-5801-3010	600.00
P18-00959	AMAZON.COM	WATERS/GATES	01-4300-3010	81.17
P18-00981	AMAZON.COM	CROSS/CROSBY	01-4300-1100	857.87
P18-00990	Supreme School Supply	KAYLOR/GATES	01-4300-1100	213.83
P18-01017	DICK BLICK COMPANY	BOLE S Art Supplies	01-4300-0003	2,733.60
P18-01053	NWN CORPORATION	Inkjet Printers	01-4300-1100	178.63
Total Number of POs			Total Location	44,794.86
			Total	3,977,629.25

## Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	376	1,603,972.35
09	Chrt'r Schs	30	117,575.09
12	Child Dev	21	10,177.44
13	Cafeteria	38	1,203,261.56
14	Def Maint	9	46,756.81
25	Cap Fac	3	2,500.00
73	Fndn Priv	7	3,988.00
77	PAYROLL CR	1	989,398.00
Total			3,977,629.25

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## PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P16-03869	2,061,136.79	01-6171	Gen Fund/Other Cost	2,967.50
P17-01780	37,910.28	23-6170	MJ G BND9P/Land Impro	15,362.06
P17-03795	43,158.00	01-6170	Gen Fund/Land Impro	397.00
P17-03798	38,300.00	01-6170	Gen Fund/Land Impro	20,300.00
P17-03799	49,000.00	01-6170	Gen Fund/Land Impro	4,400.00
P17-03853	179,201.00	14-6170	Def Maint/Land Impro	5,687.00
P18-00141	20,000.00	01-4364	Gen Fund/Tools/Part	10,000.00-
P18-00143	30,000.00	01-4364	Gen Fund/Tools/Part	10,008.92-
P18-00149	2,000.00	01-5641	Gen Fund/Equip Repa	1,000.00
P18-00178	20,000.00	01-4364	Gen Fund/Tools/Part	10,000.00-
P18-00219	5,000.00	01-4300	Gen Fund/Mat&Suppli	2,500.00
P18-00251	5,000.00	01-4364	Gen Fund/Tools/Part	5,000.00-
P18-00338	9,326.54	01-4410	Gen Fund/Equip NonC	115.94
P18-00497	900.00	12-5801	Child Dev/Contracts	300.00
P18-00541	1,076.60	01-4300	Gen Fund/Mat&Suppli	26.57
P18-00556	1,000.00	01-4364	Gen Fund/Tools/Part	500.00
P18-00582	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
Total PO Changes				19,547.15



## LICENSING AGREEMENT

**This Agreement dated September 13, 2017 is effective October 15, 2017 through October 15, 2017**, is made and entered into by **Marysville Joint Unified School District** as Licensee and Document Tracking Services (DTS) as Licenser each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
  - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
  - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **three (3) years** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
  - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.
- I. License Fee. Licensee shall pay a fee of **\$4,037 per year for three (3) years**.

Business Services Department

Approval: MA

Date: 9.1.17

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- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Templates. The maximum number of templates per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Indemnification. DTS agrees to indemnify and hold harmless MJUSD, its agents, officials, officers and employees from and against any and all actions, claims, damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature, including legal costs and attorneys' fees, whether or not suit is actually filed, and any judgments rendered against MJUSD and/or its agents, officials, officers, or employees that may be asserted or claimed by any person, firm or entity arising out of or in connection with DTS's performance or the performance of its agents, officials, officers, or employees, including any acts, errors, or omissions of the DTS its agents, officials, officers or employees.

MJUSD agrees to indemnify and hold harmless DTS, its agents, officials, officers and employees from and against any and all actions, claims, damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature, including legal costs and attorneys' fees, whether or not suit is actually filed, and any judgments rendered against DTS and/or its agents, officials, officers, or employees that may be asserted or claimed by any person, firm or entity arising out of or in connection with MJUSD's performance or the performance of its agents, officials, officers, or employees, including any acts, errors, or omissions of MJUSD, its agents, officials, officers or employees.
- O. Definitions.
  - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools\* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
  - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup



fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.

- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents. There are no setup fees for Marysville Joint Unified School District.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice. DTS will translate thirteen (13) SARCs to Spanish for a fee of \$150 per translated SARC, a total of \$1,950. DTS will translate one (1) SARC to Hmong for a fee of \$500 per translated SARC, a total of \$500. Translation fees total \$2,450.
- R. Licensing Agreement Total. Total not-to-exceed \$6,935.

The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director  
Document Tracking Services  
10225 Barnes Canyon Road, Suite A200  
San Diego, CA 92121  
858-784-0967 - Phone  
858-587-4640 - Corporate Fax

Date: August 23, 2017

Licensee

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mike Hodson

Assistant Superintendent Business Services

Marysville Joint Unified School District



### **Exhibit A**

The following are standard documents to be used in conjunction with the license.

1. 2017 School Accountability Report Card, English (Custom Template)
2. 2017 School Accountability Report Card, Spanish (Custom Template)
3. 2017 School Accountability Report Card, Hmong (Custom Template)
4. 2017 Single Plan for Student Achievement (Custom Template)
5. 2017 Comprehensive Safe School Plan (Custom Template)



August 23, 2017

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

Re: Document Tracking Services

**INVOICE #9590107**

Pursuant to the licensing agreement between Marysville Joint Unified School District and Document Tracking Services (DTS):

**Document Tracking Services**

Document Tracking Services [10/15/17 to 10/15/18]:	\$4,037
22 schools and District = 23 sites	
License Agreement includes up to 5 documents	
\$250 per site, discounted to \$195 per site	
10% Discount for 3-Year License (Year 1 of 3)	

**Translation Services**

2017 Spanish School Accountability Report Card	\$1,950
\$150 x 13 School Accountability Report Cards	

2017 Hmong School Accountability Report Card	\$500
\$500 x 1 School Accountability Report Cards	

**Total Balance Due: \$6,487**

**Please Make Checks Payable To: Document Tracking Services**

**Send to:**

Aaron Tarazon, Director  
Document Tracking Services  
10225 Barnes Canyon Road, Suite A200  
San Diego, CA 92121  
858-784-0967 - Phone  
858-587-4640 - Corporate Fax

Thank you!

\_\_\_\_\_  
Approved Per Payment (Signature)


Mike Hodson, Assistant Superintendent Business Services  
\_\_\_\_\_  
Name/Role (Printed)

196

MJUSD  
Personnel Dept

AUG 22 2017

RECEIVED

A handwritten signature in black ink, appearing to be 'A', is written over the 'RECEIVED' stamp.

8/22/17

To: Tracy Pomeroy

I am giving notice that my last day at STARS will be 9/14/17.

Hillary Morrison

A handwritten signature in black ink, reading 'Hillary Morrison', is written below the printed name.

MJUSD  
Personnel Dept

AUG 07 2017

RECEIVED

Remedios Murillo  
1014 Fleda Ave.  
Olivehurst, Ca. 95901  
(530) 301 - 2860  
mellos18.r@gmail.com  
08/07/2017

Remedios Murillo  
Para - Educator  
Marysville Joint Unified School District  
Child Development  
1919 B Street  
Marysville, Ca. 95901

Dear: Mrs. Woods

I would like to inform you that I am resigning from my position as Para Educator at Olivehurst Preschool effective August 7, 2017. Thank you for all the support and the opportunities that you have provided me during the last school year. I have truly enjoyed my time with the Child Development Program and I will always be more than grateful for the opportunity, encouragement, and support you have given me in pursuing my professional growth as an Educator. Thank you for everything, and if there is anything I can be of any assistance during this transition please let me know. I would be glad to help however I can.

Sincerely,

Remedios Murillo

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## STARS Resignation Letter

MJUSD  
Personnel Dept

AUG 25 2017

RECEIVED

Bianca Nava Guevara  
1446 Wendell way Yuba City CA 95991  
(530)713-4386, bnavaguevara@mjUSD.k12.ca.us

August 25, 2017

Tracy Pomeroy  
STARS MJUSD  
1919 B Street, Marysville, CA 95901

Dear Tracy Pomeroy:

This is to formally notify you that I am resigning from STARS program as a Support Specialist. August 25, 2017 will be my last day of employment.

Thank you for the opportunity to work for such an outstanding program. This wasn't an easy decision, because I am grateful for the rewarding employment I've had with the STARS program. But after long hours of consideration, my decision is now final and I have accepted a position through the Marysville School district as a Student support specialist at Johnson Park Elementary School.

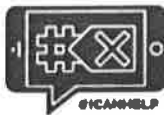
Please feel free to call on me if I can help ensure a smooth transition.  
Thank you very much for the opportunity to work for STARS program.  
Sincere thanks and best wishes for the future.

Sincerely,



Bianca Nava Guevara





## Program Agreement

*School/Organization Name:* **Marysville High School**

*Site Address:* 12 E 18th Street, Marysville, CA 95901 Marysville, CA 95901

*Contact Person:* **Michelle Hendrix**

*Phone Number:* 530-741-6180

*School Social Media Sites:* Facebook, but not really used (so we can tag you to show your school CAN help!)

*Assembly Date:* **Tuesday, August 29, 2017**

*Times:* Assembly #1: 10:15 a.m. - 11:15 a.m.

Breakout : 11:20 a.m. - 12:20 p.m.

*Each assembly is one hour long from the time the speaker starts. This does not include time to get participants in and out of the venue. Breakout session can be from 45 minutes to one and one-half hour long.*

*Size of Audience:* 600

### Audio/Visual Needs

Microphone, projector, screen and speakers. Speaker will need to connect his/her laptop to the projector and speakers. There is sound associated with the presentation.

### Terms

Program fee of **\$1800** is due **ON** or **BEFORE** the event date. If program is cancelled 30 days or less prior to the date of the event, 100% of the program fee (and travel costs, if applicable) will be paid to #ICANHELP.

### Other Pertinent Information:

*\*Speaker requests that 4-5 students be available to help set-up for assembly, and before and after each assembly to help pass out stickers. \**

*\*Each student will need a small square of paper (they will be crumpling it, so scrap paper works great) no smaller than 3" x 3". Please have these papers cut ahead of time.*

*\* Administrator must be present during the assembly. Staff is expected to sit with students and handle any disruption or discipline issue\**

*\*Teachers will follow up with discussion questions (provided by #ICANHELP) immediately after the assembly\**

Matthew Soeth, Executive Director #ICANHELP

  
Signed \_\_\_\_\_ Date: 8/22/17

#ICANHELP • PO Box 1843 Discovery Bay, CA 94505 • 925-237-1056

Business Services Department

Approval:

Date: 8.22.17



## CATAPULTCMS ANNUAL SERVICE AGREEMENT

This Agreement is hereby entered into as of July 1, 2017, by and between the Marysville Joint Unified School District, hereinafter referred to as "Client," and Diverse Network Associates, Inc. dba Catapult K12, hereinafter referred to as "Company."

- 1. Term.** The term of service starts July 1, 2017 and service ends June 30, 2019, hereinafter referred to as "Term".
- 2. Acceptance & Fees.** If provided in the Term Sheet, Company shall provide Website Hosting Services ("Services") for Client, as provided herein. Client agrees to be bound by all the terms and conditions of this Agreement. Client shall pay the website hosting service fees described in the Term Sheet.
- 3. Provision of Services.** Company agrees to provide Client with its standard website hosting services. A more detailed description of the services included in Client's service plan is outlined in the Term Sheet or available upon request in Company's promotional and marketing materials. Company reserves the right to change or modify the features of Client's service plan from time to time on 30 days' written or e-mailed notice to Client. Client's continued use of Company's services after receipt of such a notice of modification shall constitute Client's acceptance of and agreement to be bound by the Company's modification of the terms and conditions of this agreement and the Term Sheet.
- 4. Agreement Term & Termination.** Unless otherwise stated in Term Sheet, incorporated by this reference, the term of this agreement shall commence on the date of execution of the Term. Term Sheet and continue for a 12-month term ("Term"). After Term, this Agreement shall be automatically renewed for successive annual periods until terminated by either party upon 30 days' advance written notice. There is no partial refund of fees parties as provided in this Agreement upon an early termination by Client. In the event Client properly terminates this Agreement, Company shall provide Client with a digital back up of the Website files to Client either as an attachment to an e-mail or via other file transfer process, or mail them to Client in the form of a CD-ROM.
- 5. Payment Terms.** Client agrees to pay Company the amount specified on Term Sheet for the Company's services. Company reserves the right to change or modify its charges for Client's plan from time to time after the Term, upon giving 30 days' notice written or e-mailed to Client. Client's continued use of Company's services after receipt of such a notice shall constitute Client's acceptance of and agreement to be bound by the Company's modified charges for its services. Additional charges for add-on services not included in Term Sheet will be provided to Client in a separate quote or amendment to this Agreement. Service charges are payable as provided in the Term Sheet, without advanced invoice or demand. Payments can be made online or by check. Interest in the amount of 1.8% per month will be added to any outstanding invoices remaining unpaid for more than 30 days, in addition to a \$100.00 late fee. Client may elect to have payments charged to a credit or debit card or other account automatically on the first day of any payment period. Any charges for upgrading Client's current hosting package, or performing add-on requests, will be billed in the next invoice and are due immediately.
- 6. Content Management.** Company has developed a proprietary "Content Management System" or "CMS", which allows Client to directly manage its own content. Client is solely responsible for supplying, verifying, policing and monitoring its own content, and Company grants to Client a non-exclusive and non-transferrable license to use the CMS for a term concurrent to the term of hosting services provided by Company to Client.
- 7. Regulated Use.** Company may impose rules and regulations on the use of the Website and CMS during the term of any hosting services, so as to ensure the effective, efficient, proper and lawful use of the system, which Client shall diligently abide by upon receipt of notice of such rules and regulations.
- 8. Violations of Network Security.** Client is prohibited from violating or attempting to violate the security of the network. Violations of system or network security may result in civil or criminal liability in addition to immediate termination of

Business Services Department

Approval: 

Date: 8.17.17

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Client's agreement. Company will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Clients who are involved in such violations.

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



services by Client for any unlawful purpose, or in violation of any valid federal, state, or local law or regulation governing use of e-mail or the Internet; or, (b) Any injury to person or property caused by any products sold or otherwise distributed in connection with Services provided to Client.

16. **Representation and Warranty as to Ownership of Content.** Client represents and warrants to Company, which shall continue throughout the use of the Website, that it has the full legal and other rights and approvals to use all photos, logos, links, written materials, and other content featured on the Website. Client shall hold Company free and harmless from any costs, claims, fines, attorneys' fees, lawsuits, and expenses arising from any breach of this representation and warranty.
17. **Intellectual Property.** Except as expressly provided herein, Company reserves all rights to all intellectual property under Federal and California laws. Client is receiving a non-exclusive, non-transferable, royalty free license to use the Website.
18. **Software Support.** For the period defined in the Term following delivery of the Website, or a period equal to the Website Hosting (if applicable), Company will apply commercially reasonable efforts to assist Client with "bugs" that stop the software from functioning at no additional cost. This does not include "bugs" that are caused by the releases of new browsers or any unforeseen changes in the Internet, new web browsers, new security methods, or development standards that Company is unaware prior to the signing of this Agreement. Company shall maintain reasonable business hours for phone help by its team.
19. **Illustration Rights.** Company retains the right to show its name, logo, brand and/or identify at the bottom footer of the Website for marketing purposes.
20. **Miscellaneous.** If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement. Client agrees to keep Company informed of all current contact information for Client's account. Changes in Client's account information may be reported to Company by e-mail at [contact@CatapultK12.com](mailto:contact@CatapultK12.com). Failure to maintain or keep current all contact information shall be a ground for Company to terminate Client's account for cause. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In case any one or more of the provisions of this Agreement be held for any reason to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid provision(s) had never been contained in this Agreement, provided that those provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.



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

Client: Marysville Joint Unified School District

Name: Michael R. Hodson

Signature: [Signature]

Title: Asst. Supt. of Business Services

Date: 8/17/17

Invoicing Contact Email: asaleido@mjUSD.com

Invoicing Contact Phone: 530-749-4114

Annual Services Fees: Contract Total = \$31,149.36 (Year 1 = \$15,574.68 | Year 2 = \$15,574.68)

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

☐ Billed monthly in advance with effect from the Initial Term

☐ Quarterly in advance

☒ Annually in advance

☐ Other: \_\_\_\_\_

Duration of Agreement:

Start Date: July 1, 2017

End Date: June 30, 2019

Months of Terms: 24 months

Company: Catapult K12

Taxpayer ID#: 48-1284049

By: Jason Jeffery

Signature: [Signature]

Title: CEO

Date: July 1, 2017



**CONTRACT SERVICES AGREEMENT**  
**Rick Wise Consultant Agreement**

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on August 1, 2017 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Rick Wise (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

**I. ENGAGEMENT TERMS**

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

**1.2 TERM:** This Agreement shall have a term of the 2017-2018 school year commencing from **August 1, 2017- June 8, 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 **Thirty-Nine Thousand Five Hundred and No Cents (\$39,000.00)** (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 monthly increments of three thousand four hundred and nine dollars and nine cents (\$3,545.45) 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, Kari Ylst, of YGS (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby, Rick Wise to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
  - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
  - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
  - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
  - E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and



F. All of CONTRACTOR's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

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

### III. INSURANCE

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

coverage on its behalf, and shall be on forms provided by the DISTRICT if requested. All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

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

#### V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

Rick Wise  
1628 Cattail Court  
Marysville, CA 95901  
Phone: 530-455-5419

**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: 

Michael R. Hodson, Assistant Superintendent of  
Business Services

Contractor:

By: 

Name:

Title:

Richard A. Wise  
At Risk Students



## Exhibit A

Yuba Gardens Intermediate

### Scope of Work

#### At-Risk Consultant Agreement 2017-2018

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

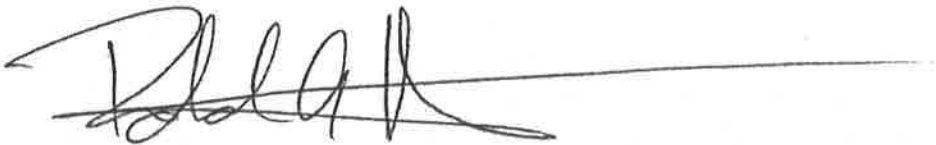
Onsite Counseling(8) hours each day.

Beginning : August 1, 2017

Concluding: June 30, 2018

Payment: Monthly payments of \$3,545.45(\$39,000.00 over 11 months)

Service days: 185 Service days ust be rendered in order to receive compensation equal to but not exceed annual total as relefected in the agreement. An amount equal to a daily average shall be deducted from monthly total of \$3545.45 for non-service days each month.



# Marysville Joint Unified School District



## Amendment to Capitol Public Finance Group, LLC Contract

Both parties agree that the not to exceed amount for the Capitol Public Finance Group, LLC contract dated June 27, 2017 shall increase from of \$25,000 to \$91,000. Capitol PFG will provide interim facilities staff services to the District, including the attached scope of services.

Contractor Name Capitol Finance Group, LLC

Authorized Signature, \_\_\_\_\_

Date, \_\_\_\_\_

District Acceptance, \_\_\_\_\_

Michael R. Hodson , Assistant Superintendent of Business Services

Business Services Department  
Approval: [Signature]  
Date: 8-31-17

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**SCOPE OF SERVICES FOR  
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
INTERIM FACILITIES AND PROJECT ADMINISTRATION**

Capitol PFG is able to provide interim facilities staff services to the District, including the scope of work identified in the table below.

SCOPE OF SERVICES	
<ul style="list-style-type: none"><li>• Act as interim Facilities Director by overseeing current capital projects throughout the District and address any immediate or outstanding issues</li></ul>	
<ul style="list-style-type: none"><li>• Evaluate the current standing of all projects and bring them current</li></ul>	
<ul style="list-style-type: none"><li>• Work with District Maintenance and Operations Department to assist in any project crossover between departments and help streamline processes</li></ul>	
<ul style="list-style-type: none"><li>• Review current work load and outstanding issues within the facilities department, and implement corrective actions as needed</li></ul>	
<ul style="list-style-type: none"><li>• Assist District with any and all communications with vendors, consultants, contractors in order to continue capital projects and maintain facilities</li></ul>	
<ul style="list-style-type: none"><li>• Advise the District and make recommendations related to organizational structures to improve the efficiency of the facilities department</li></ul>	
<ul style="list-style-type: none"><li>• Provide guidance and assistance to aid in the transition of any future facilities personnel</li></ul>	
<ul style="list-style-type: none"><li>• Provide District Administration with support as requested or needed</li></ul>	

Any additional consulting services provided by Capitol PFG to the District will be defined in a future scope of service, or under current consultation contracts.

## FEE STRUCTURE

Due to the anticipated length of time and hours that are required for this proposed scope service, Capitol PFG is proposing a reduced hourly rate of \$150.00 per hour to be billed monthly on an 'as incurred' basis. For the scope of services described above, we estimate an average of three days per week of staff time in the District Office and staff to be available out of the District as well, as needed, to effectively manage projects and staff. The duration of this service is anticipated at four (4) months, with a not to exceed billing amount of \$66,000.

Should the District find that additional time or services will be required to complete the projects or to find permanent resolution for staffing, an extension can be negotiated at that time.



**Consultant Contract Marysville Charter Academy for the Arts**  
**CONTRACT SERVICES AGREEMENT**  
**School Site-Services**

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on August 14, 2017 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and John Pimentel (hereinafter, "CONTRACTOR"), pending Governing Board of Trustees approval. For the purposes of this Agreement, DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

**I. ENGAGEMENT TERMS**

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

1.2 **TERM:** This Agreement shall have a term of the 2017-18 school year commencing from August 14, 2017 – June 30, 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 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 **TWELVE THOUSAND DOLLARS AND ZERO CENTS (\$12,000.00)** (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 monthly increments of **twelve hundred dollars and zero cents (\$1,200.00)**, 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, **Principal Tim Malone of MCAA** (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, **John Pimentel** 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 sub-consultants) 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 sub-consultants 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 sub-consultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or sub-consultant 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, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and sub-consultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise,

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

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or sub-consultants 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 (vii) 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 sub-consultants 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 sub-consultant 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:**  
John Pimentel  
11360 Township Rd.  
Browns Valley, CA 95918

Phone: (530) 701-8452  
Fax: \  
Email:

**DISTRICT:**

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

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

- 6.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with sub-consultants), 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: 

Michael R. Hodson

Assistant Superintendent of Business Services

Contractor

By: John Pimentel

Name: 

Title:  Field Support Consultant

Exhibit A

Marysville Charter Academy for the Arts

Scope of Work

Consultant Contract for 2017-18 School Year

John Pimentel will provide Technology Support.

Onsite Technology Support 6 hours per day, 2 days per week.

**Beginning:** August 14, 2017

**Concluding:** June 30, 2018

**Payment:** Monthly payments of \$1,200.00 (\$12,000.00 averages over 10 months)

**Service days:** 76 service days must be rendered in order to receive compensation equal to, but not to exceed, annual total as reflected in Agreement. An amount equal to a daily average shall be deducted from monthly total of \$1,200.00 for non-service days each month.

Service to include, but not limited to:

Technology Support  
Site Student Support with Technology

## **AGREEMENT FOR LEGAL SERVICES**

This Agreement for Legal Services is entered into between Parker & Covert LLP ("P&C"), and Marysville Joint Unified School District ("Client"), and is effective commencing July 1, 2017.

By signing and returning this Agreement for Legal Services, Client indicates its acceptance of the terms set forth in this document.

### **1. SCOPE OF AGREEMENT**

Client retains P&C to provide legal services as assigned by Client and at the direction of Client.

### **2. DUTIES OF P&C AND CLIENT**

#### **P&C DUTIES**

P&C shall provide those legal services reasonably required to represent Client in the matter described above. P&C shall also take reasonable steps to keep Client informed of significant developments and to respond to Client's inquiries.

While the attorney with whom Client originally met may be primarily responsible for completing the work on Client's matter, that attorney may also delegate work to other attorneys, paralegals, law clerks, and office personnel with P&C, if he or she determines that such delegation is appropriate in representation of Client's interests. If Client so requests, Client will be consulted before any delegation is made.

P&C may, with Client's prior consent, select and hire attorneys, investigators, consultants, and experts to assist in the preparation and presentation of Client's case. While any such persons will report exclusively to P&C to preserve the Attorney-Client privileges, they will be employed by Client.

P&C is not authorized or obligated to perform any services for Client until P&C has received an original-signed copy of this Agreement for Legal Services from Client.

#### **CLIENT'S DUTIES**

Client will cooperate with P&C, keep P&C informed of developments related to the subject matter for which Client has engaged P&C, perform the obligations Client has agreed to perform under this Agreement, and pay statements from P&C in a timely manner.

### **3. BILLING RATES**

Client agrees to pay for legal services at the rates set forth in the attached Schedule of Rates. P&C's fees will be calculated based on those hourly rates, billed in increments of 1/10th of an hour for legal staff involved, multiplied by the hours devoted on Client's behalf. These rates are subject to adjustment at the beginning of each fiscal year. P&C



will give written notice of rate adjustments at least thirty (30) days prior to the effective date thereof, and the new rates will be instituted only in consultation with Client. These rates are based principally on experience, specialization, and training.

P&C will charge for all time worked on a matter, including travel time portal-to-portal, time waiting in court, and time spent in meetings, unless otherwise agreed to in writing.

#### **4. COSTS AND EXPENSES**

Whenever practical, Client shall directly pay for major costs and expenses, in addition to P&C's fees, either by advancing such costs or expenses to P&C, or by paying third parties directly. Upon demand, Client shall advance funds to P&C or directly pay third parties, as specified by P&C.

In all other cases, Client shall reimburse P&C for all costs and expenses incurred by P&C, including, but not limited to, the following: costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, court reporters' fees, jury fees, witness fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying, parking, mileage, travel expenses (including air fare at coach rates, lodging, meals, and ground transportation), research, investigation expenses, consultants' fees, expert witness fees, and other costs.

P&C shall itemize all costs incurred on each periodic statement.

#### **5. STATEMENTS**

P&C shall send Client a statement for fees and costs incurred every month. However, when the fees and costs for a particular month are minimal, they may be carried over to the next month's statement. Client shall pay statements from P&C within thirty (30) days after each statement's date.

P&C's statements shall clearly state the basis thereof, including the amount, rate, and basis for calculation (or other method of determination) of P&C's fees.

P&C shall provide a statement to Client, upon Client's request, no later than ten (10) days following the request. Client is entitled to make subsequent requests for statements at intervals of no less than thirty (30) days following the initial request.

#### **6. DISCLAIMER OF GUARANTEE**

By signing this Agreement, Client acknowledges that P&C has made no promises or guarantees to Client about the outcome of Client's matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

**7. DISCHARGE AND WITHDRAWAL**

Either party may terminate this Agreement upon written notice to the other party. If Client or P&C elects to terminate this Agreement, P&C shall be paid for all fees and costs that have accrued up to the time of termination.

P&C and Client each agree to sign any documents reasonably necessary to complete P&C's discharge or withdrawal.

**8. LEGAL ACTION UPON DEFAULT**

If Client does not pay the balance when due, or if Client breaches any other term of this Agreement, P&C may request that the unpaid balance be paid and, as provided by law, commence any legal action for collection of the balance due.

Client and P&C agree that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of California, County of Yuba. Client and P&C consent and agree that the jurisdiction and venue for proceedings relating to this Agreement shall lie exclusively with such courts. Further, the prevailing party in any such dispute shall be entitled to reasonable costs, including attorneys' fees.

**9. ARBITRATION OF FEE DISPUTE**

If a dispute arises between P&C and Client regarding attorneys' fees and costs under this Agreement, and P&C files suit in any court, or begins an arbitration proceeding other than through the State Bar or a local bar association under Business and Professions Code sections 6200-6206, Client will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or local bar association under Business and Professions Code sections 6200-6206. If Client elects to so arbitrate the dispute, P&C will submit the matter to that arbitrator.

**10. COMPLETION OF SERVICES**

Upon the completion of P&C's services, all unpaid charges for services rendered, and costs incurred or advanced through the completion date, shall become immediately due and payable.

**11. CLIENT FILES**

At Client's request, upon the termination of services under this Agreement, P&C will promptly release all of Client's papers and property (subject to any applicable protective orders or non-disclosure agreements).

**12. DESTRUCTION OF CLIENT FILE**

If Client does not request the return of Client's papers and property, P&C will retain Client's file for a period of seven (7) years from the last date of service in the matter described above. After seven (7) years, P&C may have Client's file destroyed. Client acknowledges that it will not be notified prior to the destruction of its papers and property, and

Client consents to the same. If Client desires to have Client's file maintained beyond seven (7) years after Client's matter is concluded, Client must make separate arrangements with P&C.

**13. COMMENCEMENT OF SERVICES**

P&C's obligation to provide legal services shall commence upon P&C's receipt of an original-signed copy of this Agreement for Legal Services.

**14. INSURANCE**

Pursuant to Business and Professions Code section 6148, Client is hereby informed that P&C maintains errors and omissions insurance coverage.

**15. MODIFICATION BY SUBSEQUENT AGREEMENT**

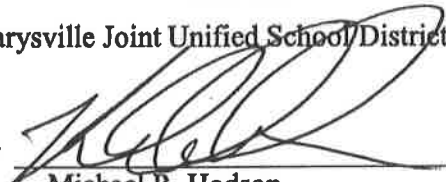
This Agreement may be modified only by a written instrument signed by both parties.

I understand and accept the foregoing terms.

**CLIENT**

Marysville Joint Unified School District

By



Michael R. Hodson  
Assistant Superintendent  
Business Services

**P&C**

Parker & Covert LLP

By



P. Addison Covert  
Partner

## **SCHEDULE OF RATES**

**As of July 1, 2017**

**Partners.....\$230**

**Associate Attorneys.....\$215**

**Paralegals.....\$100-110**

**Paralegal Clerk/Law Clerk.....\$60-\$100**

Expenses, including mileage, long distance telephone charges, photocopying and delivery charges, will also be billed. A detailed schedule of these charges can be provided upon request. Our usual billing procedure is to submit a monthly itemization of the time and services charged with the names of the attorneys and paralegals whose time is being billed. However, we have a highly sophisticated and flexible billing system which can produce statements specific to each client's billing needs. Please let us know of any specific desires or needs you have in this respect.



**Allyn Scott Youth & Community Center**

1830 B Street, Marysville, CA 95901

Phone: 530-749-1776 Fax: 530-749-1839

E-mail: [rentasycc@gmail.com](mailto:rentasycc@gmail.com)

LEASE Agreement-2017-2018

This Agreement is by and between the **Allyn Scott Youth & Community Center** (hereinafter referred to as **ASYCC**) and the **Marysville Charter Academy for the Arts School** (*Lessee*).

1. Whereas, the *Lessee* desires to secure from ASTCC certain rights and privileges and to obtain use of the premises **Monday through Friday, 8:00 am to 3:00pm beginning on August 14, 2017 at 8:00am and ending on June 8, 2018 at 12:00pm.**
2. ASYCC hereby grants to the *Lessee* the right to occupy the spaces described below with a maximum attendance of N/A persons for the purposes set forth in this agreement.
3. The purpose of this occupancy shall be limited to conducting **School Classes** and for no other purpose.
  - a. Two days in August, 2017 prior to school opening for Senior Pictures
  - b. One day in June, 2017 for Senior breakfast
  - c. **\*Other School Sanctioned Activities**, as use is determined, through the school year.
4. Security/damage fee is due upon reserving the requested space within the facility.
5. A valid Certificate of Insurance (naming ASYCC as an additional insured must be presented to ASYCC by August 8, 2017. The minimum coverage required is \$1,000,000.00.
6. Payment may be made in cash, check, money order or cashier check, with a \$25 service charge for any returned check. A returned check may result in cancellation of the *Lessee's* scheduled lease date. The *lessee* may avoid cancellation by covering the returned check with cash within 24 hours of the notice of cancellation due to returned check.
7. In the event that the Silent fire Alarm is pulled and it is a false alarm there will be a penalty of \$150 each occurrence.
8. The *Lessee* agrees to pay to the ASYCC the rights and privileges hereby granted in the amount and in the manner set forth below:

Description of Facility	Use Fee	Security/Damage Fee
Ballroom, Conference Room and Locked Storage Room	\$30,000.00**	\$500.00***
Total	\$30,000.00	

\*Other School Sanctioned Activities will be invoiced separately as events occur.

\*\*Use Fee of \$30,000.00 does not include Other School Sanctioned Activities.

\*\*\*Security/Damage Fee is already on file.

9. Security/Damage fees will be returned within 30 days from the end of the contract, if there are no damages.
  - a. If there are damages, the damages will be repaired and the costs deducted from the Security Fee prior to return of the Security/Damage Fee.
10. The *lessee* agrees to pay to ASYCC for the use of any additional equipment or fixtures and:
  - a. The cost of any damages to ASYCC property and/or utility charges, if any
  - b. The costs of the removal of any of the *Lessee* property, refuse, and/or cleanup required beyond that determined reasonable by ASYCC and in excess of the costs of the cleaning deposit.
11. The *Lessee* agrees that he/she will not sell, exchange, barter, or permit his/her employees to sell exchange, barter any permits issued to the *Lessee* or his/her employees hereunder.
12. This contract or privileges or any part thereof, cannot be assigned or otherwise disposed of without written consent of ASYCC.

Business Services Department

Approval: 

Date: 8-18-17

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**Allyn Scott Youth & Community Center**  
1830 B Street, Marysville, CA 95901  
Phone: 530-749-1776 Fax: 530-749-1839  
E-mail: rentasycc@gmail.com  
ADDENDUM

### Security Deposit

- A refundable security deposit of \$500.00 shall be required from the Marysville Charter Academy for the Arts School (Lessee) upon signature of the contract. In the event of insufficient quality of cleaning, ASYCC (Lessor) will use security deposit funds to have a cleaning company clean the Lessee's portion of the building. The Lessee will then be presented a copy of the invoice from the cleaning company and will have 30 days to reimburse the Lessor for the expenditure from the Security Deposit, which must maintain a funded balance of \$500 through the contract period. Failure to do this will be considered a violation of the lease agreement.
- If there are any damages caused by the Lessee to the property, the Lessor will use security deposit funds to have a contractor repair the Lessee's portion of damages. The Lessee will then be presented a copy of the invoice from the contractor and will have 30 days to pay the Lessor to bring the balance of their security deposit back to \$500. Failure to do this will be considered a violation of the lease agreement.

### Janitorial

- The Lessee will be responsible for:
  1. Cleaning the Conference Room-dusting or sweeping the floor, mopping if needed, cleaning the Formica countertop, cleaning the front glass entrance door and gum removed from the floor.
  2. The Ballroom floor is to be dusted, gum removed from the floor and damp mopped if needed.
  3. The entryway to the bathrooms is to be swept or dusted and mopped, if needed.
  4. Each week the urinals, toilets, counters, mirrors and faucets are to be cleaned with a disinfectant. The bathroom floors are to be mopped with a standard cleaning agent.
  5. Each week all soap, toilet paper, and paper towel dispensers are to be refilled if needed.
  6. Spit wad will be removed from the bathroom walls, doors and ceilings.
  7. All trashcans are to be emptied and removed to the dumpster during each cleaning and replaced with fresh liners.
  8. Extra cleanings for extra rental days as needed throughout the school year
- Frequency of cleanings is to occur Tuesday and Thursday each week immediately following the cessation of classes at 2:50pm. In the case of non-use by the school on Wednesday due to holidays or other event, the janitorial services may be performed after the cessation of classes for that week.

### Storage Unit

- The Lessee will be given us of one storage unit for educational materials and supplies. The Lessor is not liable for the contents of the storage unit. It is the responsibility of the Lessee to lock and secure the storage unit daily. All materials and supplies must be secured inside the storage unit. Lessor is not liable for materials or supplies not stored or secured properly in the storage unit. It is the responsibility of the Lessee to inform the Lessor if the door or lock is not functioning properly.
- Any and all supplies and props used by the school and or students are to be stored in the storage room at the close of each day and on Friday or the last day of class for the week. Failure to remove educational materials will result in Lessee being charged for the time to move items from the rooms. Please ensure that all student belongings are removed from the ballroom and conference room at the

13. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral agreements, alterations or variations of the terms herein, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

14. In the event the *Lessee* fails to comply with the terms of this agreement

- a. *ASYCC* shall have the right to occupy the premises in any manner deemed to be in the best interest of *ASYCC* and the safety of the occupants
- b. All monies received from the *Lessee* are non-refundable.

15. Smoking is not permitted in any part of the *ASYCC* Building.

16. In the event of any act of nature, state or national emergency, this agreement may be cancelled at the discretion of *ASYCC*.

This Agreement is not binding upon *ASYCC* until it has been accepted and signed by its authorized representative. In witness whereof, this agreement has been executed, by and on behalf of the parties stated herein.

**ASYCC Representative**

Allyn Scott Youth & Community Center  
1830 B Street  
Marysville, CA 95901  
Phone: 530-749-1776  
Fax: 530-749-1839

**Lessee Representative**


Marysville Charter Academy for the Arts  
1917 B Street  
Marysville, CA 95901  
Phone: 530-749-6156  
Fax: 530-741-7892

Name: Dr. Emma Blackthorn

Title: President

Signature

Date


  
8/14/17

Name: Michael R. Hudson

Title: Asst. Supt. of Business Services

Signature

Date

  
8.18.17

end of each instructional day. Failure to do so will result in the Lessee being charged for the time to remove items from the rooms

Other

- All School Sanctioned Activities must be cleared through Lessor prior to use of facility. Failure to do so will result in the Lessee being charged \$50 for Lessor representative to accommodate Lessee representatives, such as opening facility, turning off alarms, unlocking storage unit, tables storage, chairs storage, janitorial storage.
- All School Sanctioned Activities must be cleaned up at the end of the activity.

Lessor Initials ES Date 8/14/17 Lessee Initials WJ Date 8.18.17





# Customer Agreement

Newsela  
475 10th Avenue, 4th Floor  
New York, NY 10018  
United States of America  
[proteam@newsela.com](mailto:proteam@newsela.com)  
855-711-0118

Quote No. 00031940  
PRO Team Sales Andrew Guth  
Rep: (855) 711-0118  
Date: June 7, 2017

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:

Start Date: Upon Approval  
End Date: 12-month Subscription

Qty	Product Code	Description	Unit Price	Line Total
1.00	Newsela PRO School License	\$4,000 for Newsela PRO school license for 365 days	\$4,000.00	\$4,000.00
			Total	\$4,000.00

The subscription shall commence on the Start Date indicated and continue for the initial subscription period specified. Thereafter this Agreement will automatically renew for consecutive periods equal in length to the initial subscription period, but not less than 12 months, unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the end of the then current subscription period.

Please note that certain services/products are subject to applicable state sales tax. If you wish to claim an exemption, please provide us with a copy of your state sales tax exemption certificate.


Once this quote has been signed the customer acknowledges that they cannot cancel their license at any time, for any reason, and agrees to pay the full cost involved within the agreed billing terms or they will be subject to potential disruption of service.

## Purchase Order Information

Please Select the box if a Purchase Order is required for the purchase or payment of the products on this Order

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

PO Number:  
PO Amount: \$

Business Services Department  
Approval:   
Date: 8-17-17

Authorized Signature:

Date of Signature:

**Comment**

Newsela PRO School License includes:

- Unlimited Teachers per Student with School Binder
- School Binder access for select colleagues in the school
- Administrative access for select colleagues in the school
- Onboarding and training package through Newsela Community team
- Unlimited teacher-student relationships across school
- Teacher Binder access for all users -- assessment tools
- Writing tools for all users -- Newsela Write and interactive annotation
- PRO Assign instructions on all assignments
- Click-to-chat support for all users at [support.newsela.com](mailto:support.newsela.com)

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Newsela

Registered Office: 475 10<sup>th</sup> Ave, 4<sup>th</sup> Floor, New York NY 10018. United States of America

# Marysville Joint Unified School District



## Amendment to American Modular Systems, Contract

Both parties agree that the term for the American Modular Systems, contract dated March 28, 2017 shall be amended from the amended amount of \$213,515.40 to the new amount of \$216,725.40. Scope of work was changed to change the concrete footing depth from 12 inches to 18 inches.

Contractor Name American Modular Systems.

Authorized Signature, \_\_\_\_\_

*[Signature]* - President

Date, \_\_\_\_\_

8-30-17

District Acceptance, \_\_\_\_\_

*[Signature]*

Michael Hodson, Assistant Superintendent of Business Services

Business Services Department  
Approval: *[Signature]*  
Date: 9.1.17

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8157- Edgewater Restroom



To: American Modular Systems  
787 Spreckels Ave.  
Manteca, CA 95336  
(209) 825-1921

Change Order #: 1  
Initiation Date: 6/16/17  
AMS Project 1396-17

**Customer:** Marysville Jt. Unified School District  
**Site Address:** Edgewater Elementary  
5715 Oakwood Drive,  
Marysville CA 95901

Change initiated by: District

**AMS is directed to make the following changes in the contract:**

Change Concrete foundation footing depth from 12" to 18" \$2,750.00

Add IC Cores to the exterior doors (5) total \$400.00  
please note that an ND85 has been specified on the adult RR door, an IC core is not available for that lockset

15% MU \$ 60.00

The contract sum will be **increased** by this change order: \$ \$3,210.00

The contract time will be **increased** by: 5 days.

New project completion date: na

**American Modular Systems**

By: Carmen M. O'Campo  
Director, Strategic Accounts  
Date: 6/19/17

**Owner or Owner Representative**

By: [Signature]  
Title: BSG SVP / BUSINESS  
Date: 8-29-17

Note: All conditions and terms of the contract order will apply except as herein changed.

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## CONTRACT AGREEMENT FORM

**THIS AGREEMENT FOR CONSTRUCTION SERVICES** ("Agreement"), entered into this 28th day of March, 2017, by and between the Marysville Joint Unified School District ("DISTRICT") and **American Modular Systems (AMS), Inc.**, a California Corporation ("CONTRACTOR"). The DISTRICT and Contractor may be referred to herein individually as a "Party" and collectively as the "Parties".

### **RECITALS**

A. DISTRICT is the owner of certain real property commonly known as: **Edgewater Elementary School**, located at: **5715 Oakwood, Marysville, California, 95901**, county of Yuba, state of California ("Project Sites").

B. DISTRICT is contracting to provide site preparation and assistance with the **8157 – Edgewater Restroom Fabrication and Installation based on the AMS proposal dated 03.17.2017 and based on the Santa Rita Union School District Piggyback contract** at the Project Sites ("Project").

C. CONTRACTOR has been selected as the lowest responsible and qualified bidder for the Project.

D. DISTRICT desires that the CONTRACTOR complete the Project in accordance with the terms and conditions of this Agreement and all contract documents incorporated herein.

E. CONTRACTOR is willing to complete the Project in accordance with the terms and conditions set forth in this Agreement and all contract documents incorporated herein.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE 1 - SCOPE OF WORK:** The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required to complete the Project in strict accordance with the contract documents enumerated in Article 7 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless

*Revised 03-05-2015*

*Marysville Joint Unified School District  
8157-EDGEWATER RESTROOM Fabrication and Installation PROJECT  
Contract Agreement  
Page 1 of 6*

Business Services Department

Approval: llh  
Date: 3/17/17

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
8157-EDGEWATER RESTROOM PROJECT

reduced to writing and filed with the DISTRICT within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents. CONTRACTOR shall perform that work designated in CONTRACTOR'S Bid Form which constitutes at least 15% of the total work, exclusive of supervisory and clerical work, without the services of any subcontractor.

**ARTICLE 2 - TIME OF COMPLETION:**

CONTRACTOR shall have 90-120 calendar days after DSA approval and contingent upon manufacturing plant schedule at time of approval, anticipated delivery in September 2017 with anticipated completion in October 2017.

The DISTRICT may give the Notice to Proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the Notice to Proceed, the CONTRACTOR shall commence all work as specified in the Notice to Proceed, as well as the Project Schedule, and shall diligently schedule, execute and fully complete the required work in accordance with the current Project Schedule and within the time period specified in the Notice to Proceed.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the DISTRICT's postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the contract as a result of postponement by the DISTRICT, CONTRACTOR shall not be entitled to any compensation or damages for bid preparation, associated costs or otherwise, including work performed, if any, by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder.

In case of delays to Project completion by strikes, by lockouts, by fire, by embargoes, by earthquake, by acts of war or God, or by any other cause beyond the reasonable control of DISTRICT and/or CONTRACTOR then neither DISTRICT nor CONTRACTOR will be entitled to any damages, restitution or compensation, additional or otherwise, from the other for such delays. For any other delays, unless caused solely by DISTRICT, CONTRACTOR shall not be entitled to an extension of time.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay

*Revised 03-05-2015*

*Marysville Joint Unified School District  
8157-EDGEWATER RESTROOM PROJECT  
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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
8157-EDGEWATER RESTROOM PROJECT

the DISTRICT the sum of One Hundred Dollars (\$100.00) per calendar day for each and every day of delay beyond the time set for completion of the Project as liquidated damages and not as a penalty or forfeiture. CONTRACTOR shall pay a percentage of the liquidated commensurate with the CONTRACTOR's responsibility for each calendar day of delay as determined by the Construction Manager and the DISTRICT in completing the work within the stipulated time as a result of: (a) the CONTRACTOR's failure to complete the Contract within the time specified in the Notice to Proceed and/or; (b) the CONTRACTOR's failure to complete the Contract in accordance with the Project Schedule. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the contract. This Article shall not be construed as preventing the DISTRICT from the recovery of damages under provisions of the contract documents.

**ARTICLE 4 - CONTRACT PRICE:** The DISTRICT shall pay to CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, **based on the terms and conditions as provided in the Cooperative Purchase Agreement with Santa Rita Union School District**, the sum of **two hundred thirteen thousand five hundred fifteen dollars and 40/100 (\$213,515.40)**, said sum being the total amount stipulated in the proposal. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the contract price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without written agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT:** CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, Construction Manager, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys' fees or other proceeding based upon such act, omission, or breach, **based on the terms and conditions as provided in the Cooperative Purchase Agreement with Santa Rita Union School District.**

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, Construction Manager, the State of

*Revised 03-05-2015*

*Marysville Joint Unified School District  
8157-EDGEWATER RESTROOM PROJECT  
Contract Agreement  
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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
8157-EDGEWATER RESTROOM PROJECT

California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.

(c) Any dispute between CONTRACTOR and CONTRACTOR'S subcontractors/ supplies/ sureties, including, but not limited to, any failure or alleged failure of the CONTRACTOR (or any person hired or employed directly or indirectly by the CONTRACTOR) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

(d) In any legal or equitable action or proceeding, including arbitration and mediation, and other litigation, brought either to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, costs and expenses incurred therein, including expert witness fees and costs.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

**ARTICLE 6 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted



MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
8157-EDGEWATER RESTROOM PROJECT

correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement, based on the terms and conditions as provided in the Cooperative Purchase Agreement with Santa Rita Union School District, consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids  
Instructions to Bidders  
Notice to Contractors  
Statement of Experience  
Designation of Subcontractors  
Non-Collusion Affidavit  
Bid Guarantee Form  
Bid Bond  
Bid Form  
Contractor's Certificate  
Regarding Worker's  
Compensation  
Agreement  
Payment Bond  
Performance Bond  
Guarantee  
Escrow Agreement for Security  
Deposit In Lieu of Retention

Workers'  
Compensation/Employers  
General Liability Endorsement  
Automobile Liability  
Endorsement  
Contractor's Certificate  
Regarding Drug-Free  
Workplace  
Contractor's Certificate  
Regarding Alcohol and Tobacco  
Contractor Certification  
Regarding Background Checks  
References  
General Conditions  
Specifications  
Project Schedule  
All Addenda as Issued  
Drawings (if applicable)

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 8 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations.

The following Labor Code sections by way of illustration and not limitation are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
8157-EDGEWATER RESTROOM PROJECT

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000 et seq.)
3. California Labor Code Section 1771.4

**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

**ARTICLE 10 - CONTRACTOR'S LICENSE:** The CONTRACTOR must possess throughout the Project the legally-required contractor's license classification for the specific Bid Package, issued by the State of California, which must be current and in good standing based on the terms and conditions as provided in the Cooperative Purchase Agreement with Santa Rita Union School District. .

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written. To the extent that there exists any conflicts or inconsistencies between this Agreement and the General Conditions, the provisions contained in the General Conditions shall govern.

**DISTRICT**

Ryan DiGiullo

Typed or Printed Name

Assistant Superintendent, Business  
Services

Title

Rh

Signature

3/28/17

Date

**CONTRACTOR**

Daniel Satch

Typed or Printed Name

President

Title

[Signature]

Signature

3-17-17

Date:



REVISED 17 March 2017  
 REVISED 27 February 2017  
 REVISED: 20 January 2017  
 December 14, 2016

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

Re: Proposal for (1) Modular DSA Approved 12x40 Restroom – Edgewater Elementary

Attn: Ms. Cynthia Jensen  
 Director, Facilities and Construction

American Modular Systems is pleased to provide our proposal for the (1) 12x40 DSA Approved Restroom Buildings per the floorplan provided by the architect, and with the options as requested by the District. Our pricing is based upon the AMS standard PC design and is referenced in this proposal.

Marysville Joint Unified School District is utilizing the provisions of the Santa Rita Union School District High Performance Facilities Contract and the scope of work as listed below and in the Inclusions and Exclusions as outlined. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

**Base Buildings:** DSA approved modular classroom, steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 110 mph wind load, 2013 CBC modular building, Ss Factor of .571, FOB Marysville, CA

1 each, 12'x40' DSA Approved Restroom Building Boys, Girls, and (1) staff restroom, with small jan closet See floorplan attached Refer to Inclusion and exclusion list attached.	\$179,860	
Add Payment and Performance Bonds	\$ 3,155.40	
<b>Options:</b>		
• Add hard ceilings in Student Restroom @ \$4,220 ea	\$ 4,220	<input checked="" type="checkbox"/> accepted <input type="checkbox"/> declined
• Polished concrete floor in lieu of epoxy	N/A	
• Add High / Low Exterior drinking fountain	\$ 3,970	<input checked="" type="checkbox"/> accepted <input type="checkbox"/> declined
• Add for Hybrid Stucco siding, vertical surfaces only	\$ 12,920	<input type="checkbox"/> accepted <input checked="" type="checkbox"/> declined
• Add 3 Excel Hand Dryers with elect. And circuite	\$ 3,480	<input type="checkbox"/> accepted <input checked="" type="checkbox"/> declined
• Concrete floor system – not polished or sealed	\$ 5,490	<input checked="" type="checkbox"/> accepted <input type="checkbox"/> declined
Required for epoxy floors		
Deduct to use ceramic tile floors in restroom in lieu of epoxy	<\$2,540>	<input type="checkbox"/> accepted <input checked="" type="checkbox"/> declined
• Add Concrete Foundation at grade, with vent wells and	\$ 16,820	<input checked="" type="checkbox"/> accepted <input type="checkbox"/> declined
Access well. Includes excavation for footings, stemwall foundation		
Spoils on site by others.		
Total	\$213,515.40	

#### Terms

Monthly progress payment net 20 days. Quote good for 60 days.

#### Schedule

90-120 Days after DSA Approval contingent upon manufacturing plant schedule at time of approval. Anticipate delivery in September 2017, with completion in October 2017

#### Attachments/Exhibits:

- AMS 12x40 PC Restroom Floorplan,
- Santa Rita Union Cooperative Purchasing Contract



Thank you for the opportunity to provide our proposal. If accepted, please check next to each of the options accepted (or declined) above, and sign below accepting the standard terms and conditions of our Cooperative Purchasing Contract, Responsibility Matrix, and per the descriptions, and pricing listed above.

**Accepted By:**

**Marysville Joint Unified School District**

*[Signature]*  
Signature

Ryan DiGiulio  
Printed Name

Asst. Sup. of Business Services  
Title

3/28/17  
Date

PO# \_\_\_\_\_

**American Modular Systems, Inc.**

*[Signature]*  
Signature

Dan Sarich  
Printed Name

President  
Title

3-20-17  
Date

**Note:** Signed proposal confirming options selected, and purchase order is required prior to the project commencing in engineering.



**Marysville Joint USD  
Restroom Buildings 2017**

**Inclusions: 12x40 Restroom Building,**

- 2013 CBC, Per AMS PC
- 22 ga galv. standing seam metal roof, standard 14:12 single slope to rear
- Standard gutters
- 3" Round Schedule 40 metal downspouts, transitions at bottom by others
- Cementitious Hardi siding, two color for wainscot and body, unless option for hybrid stucco is accepted
- Concrete Foundation at grade, with concrete foundation design, if option is accepted
- Wood Subfloor
- Epoxy Interior floor finish
- AMS Standard Dunn Edwards paint, for trim
- Add 2 high windows, per 12x40 building
- Standard 2' Overhangs each end
- 18 ga exterior hollow metal door with louvers, with FRP Interior and exterior finish
- 2 full size access doors in Chase
- No Mechanical System - Fresh Air ventilation only
- Solid Plastic toilet partitions, custom solid plastic partition extended for line of sight on urinal
- Wall finish - glazed ceramic tile - restrooms only
- Add interior hose bibbs to student side of restrooms
- Add one exterior hose bib, location by architect
- Tankless Hot water heater for Janitor Closet
- 8' 6" suspended T-bar ceilings, Flat, with 2x4 Armstrong ceiling tiles
- R-19 roof insulation, R-13 walls
- LED Interior lighting with occupancy sensors, plastic at 15W and 5000k
- Single phase Interior wall electrical panel stubbed to outside, 100 amp panel, per building
- (1) Standard LED exterior light at each door, photocell
- Wall mounted fire extinguisher at each building
- Add WP exterior recept and data for camera boxes - 2 per building
- Standard Schlage door hardware
- Standard delivery/Set- with Crane 120T
- Crane charge
- Engineering & Design
- Project/contract supervision
- Sales tax

**Plumbing: Final Coordination and Plumbing to be confirmed via Submittal**

**Boys RR:** 1 HC toilets, 1 low toilet, 1 low urinal, 1 low sink, and 1 standard height sinks

**Girls RR:** 1 HC toilets, 1 low toilet, 1 standard height toilet, 1 low sink, and 1 standard height sink

**Staff unisex restroom:** 1 toilet and 1 sink in each

**Custodial /Janitor Closet** with tankless hot water heater, and full size access door

**Toilets:** Kohler Wall mounted plumbed to chase with manual Sloan flushvalves, 15" tall, 17" for Handicap stall  
Staff toilets to be elongated, student toilet are non elongated

**Urinals:** Kohler K-5024 T-O with top spud, Wall mounted, plumbed to chase with manual Sloan flushvalves

**Sinks:** Cold Water only, Kohler Kingston K-2005, wall hung, with Sloan auto faucets, push lever with vandal resistant -  
econo-flo, spray outlet, cold water only

Dispensers by owner

Grab Bars and Mirrors are included, recessed toilet paper dispenser in handicap stall only is included



Marysville Jt USD  
Restroom Building 2017

**Exclusions:**

- DSA approval, DSA plan fees, DSA inspection fees, DSA Inplant/site inspection fees
- Architect fees
- Airport proximity STC compliance
- Extreme climate zone HVAC coordination
- Solar option design approval
- Sidewalks, flatwork, curbs, mow strips
- Utilities/connections, RWL connections to underground
- Site preparation/site improvements/plans showing grades, benchmarks, setbacks, finish floor heights, etc.
- Site preparation to meet the zero clearance ramp. Dimensions for site elevations to FF for ramp by others.
- Adequate vehicle/trades access to building pad
- Soils testing
- Special handling due to inaccessible site conditions
- Fire alarm system
- Ramp transitions to grade at toe of ramp
- Fire sprinklers/risers
- EMS systems, EMCS systems pathways and/or coordination
- Load monitoring provisions
- Low voltage systems, motion detectors, intrusion systems, IDF cabinets, wires, devices or pathways, pull strings
- Signage
- Exterior lighting back-up battery
- Projection screens, projectors, TV/monitor brackets
- Union labor
- Concrete foundations, vent/access wells, drywells
- Exterior/interior drinking fountain
- Crane charges if necessary
- Full time supervision
- Temporary power/water/phone, job trailer, fencing, dust control, site security, portable toilets, dumpster, storage bin, SWPPP
- Surveying
- Appliances/furniture
- Window coverings, security screens
- electronic keying, conduits for EMS or security unless specified
- Master keying
- Dispensers in restrooms
- Restroom Accessories
- garbage receptacles
- Rated walls
- Privacy Screens

**NOTES ON ALL BUILDING TYPES:**

District must provide a truck accessible level/compacted pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site-by-site basis.

Concrete Foundation Exclusions – foundation flashing, site demolition, foundation pad excavation, Import/export soils, surveying, site improvements, underground hazards, crawl space drainage, dry wells, slurry seal, backfilling/compaction, unforeseen conditions.

**Note:** AMS does not have the following included in our scope as listed above per the new requirements in 2013 CBC, exterior lighting back-up battery, load monitoring provisions, EMCS systems pathways and/or coordination, airport proximity STC compliance, extreme climate zone HVAC coordination and solar option design/approval. AMS provides non-operable windows as standard for all projects unless otherwise coordinated. The omission of any item(s) not listed in the assumed scope and/or exclusions shall not be construed to be included in this pricing. All projects per AMS standard PC guidelines, manufacturing methods, finishes and fixtures.

American Modular Systems, Inc., 787 Spreckels Ave. Manteca, California 95336, Ph: 209 825 1921 Fax: 209 825 7018  
[www.americanmodular.com](http://www.americanmodular.com)

Marysville Joint Unified School District

Resolution No. 2017-18/03

**RESOLUTION ON SUFFICIENCY OF INSTRUCTIONAL MATERIALS  
EDUCATION CODE SECTION 60119**

**Whereas**, the governing board of Marysville Joint Unified School district office, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 12, 2017, at 5:30 PM, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

**Whereas**, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

**Whereas**, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders (if the district or county office has a bargaining unit) in the public hearing, and;

**Whereas**, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district/county office of education, and;

**Whereas**, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

**Whereas**, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following addendum.

**Whereas**, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

**Whereas**, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

**Therefore, it is resolved** that for the 2017 -18 school year, the Marysville Joint Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

**THE FOREGOING RESOLUTION** was passed and adopted at its regular meeting of the Governing Board of the Marysville Joint Unified School District on September 26, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Gay S. Todd, Superintendent  
*Secretary - Board of Trustees*

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Jeff Boom  
*President - Board of Trustees*



Marysville Joint Unified School District  
Core Programs

**2015 Reading/Language Arts/English Language Development Adoption**

McGraw Hill, World of Wonders, ©2015, Gr. TK  
McGraw Hill, Reading Wonderworks, ©2015, RSP K-6  
McGraw Hill, FLEX, ©2015, SDC 3-5  
McGraw Hill, Wonders, ©2015, Gr. K-6

**2002 Reading/Language Arts/English Language Development Adoption**

Hampton Brown, High Point, ©2001, Gr. 6-8  
McDougal Littell, Reading and Language Arts Program, ©2002, Gr. 7-8  
SRA/McGraw-Hill, SRA/Reach Program, © 2002, Gr. 7-8

**Reading/Language Arts/English Language Development Board Approval 9-12**

McDougal Littell, Language of Literature, ©2000, 9/27/05  
Prentice Hall, Literature Timeless Voices and Timeless Themes, ©2000, 6/05/01  
Pacemaker, American Literature (Alternative Ed Only), ©2005, 5/23/06  
Pacemaker, English Composition (Alternative Ed Only), ©2002, 5/23/06  
Longman Keystone, Keys to Learning Program 4 (9-12 ELA Intervention), ©2002, 8/2010  
Bedford-St. Martin's, Literature & Composition, ©2011, 6/23/15  
Bedford / St. Martin's, Conversations in American Literature: Language, Rhetoric, Culture, ©2014 7/28/2015  
Worth Publishers, Hollywood Goes to High School, ©2005, 6/23/15

**2006 History/Social Science**

Pearson Scott Foresman, Scott Foresman History-Social Science for California, ©2006, Gr. K-5  
Pearson Prentice Hall, Prentice Hall Social Studies, ©2006, Gr. 6-8

**History/Social Science Board Approval 9-12**

Steck-Vaughn, Geography of the US ©1984 2/7/1984  
Prentice Hall, US History (CA), ©2008, 12/11/2007  
Prentice Hall, Macgruder's American Government, ©2006, 5/9/06  
Prentice Hall, Government in America, ©2006, 9/12/2006  
Prentice Hall, Economics: Principles in Action, ©2007, 5/9/06  
Prentice Hall, World History: The Modern World, ©2007, 5/9/2006  
Glencoe McGraw Hill, Civics Responsibilities and Citizenship, ©1996, 5/7/96

**Advanced Placement History/Social Science Board Approval 9-12**

McGraw Hill, American History: Connecting with the Past - AP - 15th Edition, ©2015, 6/23/15  
Pearson, Government in America: People, Politics, and Policy 15th Edition AP Edition, ©2011, 2/3/2016

**2007 Science Adoption**

MacMillan Macmillan/McGraw- California, Science, ©2008, Gr. K-5  
Holt, Rinehart and Winston, California, Science Earth, Life, and Physical Science, ©2007, Gr. 6-8

**Science Board Approval 9-12**

Holt, Rinehart, and Winston, Physical Science, ©2007, 4/24/07  
Prentice Hall, Earth Science (Geo Science), 4 ©2006, 1/24/07  
Holt, Rinehart, and Winston, Modern Earth Science, ©2002, 9/11/12  
Holt, Rinehart, and Winston, Life Science, ©1986, 4/24/07  
McDougal Littell, Biology, ©2007, 4/24/07  
Holt, Rinehart, and Winston, ©2007, Chemistry 4/24/07  
Holt, Rinehart, and Winston, Environmental Science, ©1996, 4/13/04  
Holt, Rinehart, and Winston, Physics, ©2007, 4/24/07  
Holt, Rinehart, and Winston, Biology, ©2008, 1/24/07  
Pacemaker, Physical Science (Alternative Ed Only), ©2005, 5/23/06  
Macmillan McGraw Hill, Glencoe, Health and Guide to Wellness, ©1994, 5/3/94  
Cengage Learning, Managing Our Natural Resources – 5<sup>th</sup> Edition, ©2009, 9/9/14  
Cengage Learning, Agriscience Fundamentals and Applications – 5<sup>th</sup> Edition, ©2009, 2/24/15  
Pearson Prentice Hall, Introduction to Livestock and Companion Animals, ©2004, 2/24/15  
Pearson, On Cooking: A Textbook of Culinary Fundamentals - 5<sup>th</sup> Edition, ©2015, 6/23/15  
Pearson, Engineering ENGR 10, ©2013, 10/27/2015  
Delmar: Cengage Learning, Floriculture: Designing & Merchandising, ©2011, 2/24/2015  
Pearson: Prentice Hall Interstate, Livestock & Companion Animals, ©2004, 2/24/2015  
Pearson, Technology Skills for Success, ©2014, 7/28/2015  
Course Technology, New Perspectives HTML and CSS 6<sup>th</sup> Edition, ©2011, 1/26/2016  
Addison-Wesley, The Cosmic Perspective, Plus Mastering Astronomy with eText 7<sup>th</sup> Edition, ©2013, 1/26/2016  
Delmar: Cengage Learning, The Science of Agriculture: A Biological Approach, ©2012, (Ag.) (5/10/2016  
Delmar: Cengage Learning, Soil Science and Management 6<sup>th</sup> Edition, ©2014, (CTE) 6/27/2017

**Advanced Placement Science Board Approval 9-12**

Brooks/Cole Cengage Learning, Zumdahl, AP Chemistry 9<sup>th</sup> Edition, ©2014, 8/13/13  
Pearson, AP Edition, Campbell, Biology in Focus, ©2013, 6/25/13  
McGraw Hill, The Science of Psychology, ©2014, 6/23/2015

**2014 Mathematics Adoption K-8**

Houghton Mifflin Harcourt, Go Math, ©2014, Gr. K~8

**Mathematics Board Approval 9-12**

Addison Wesley, Pre-Calculus 10/14/03  
Pearson Precalculus: Graphical, Numerical, Algebraic, Common Core, 9<sup>th</sup> Edition, ©2015, 7/19/2016  
Prentice Hall, Calculus, ©2003, 10/14/03  
Carnegie Learning, Integrated Math I, II, & III 2014

**Advanced Placement Mathematics Board Approval 9-12**

Pearson, Calculus: Graphical, Numerical, Algebraic AP Edition, ©2015, 11/17/2015  
Worth Publishers, Krugman's Macroeconomics for AP, ©2015, 2/23/2016

**Foreign Language Board Approval 9-12**

Holt McDougal, ¡Avancemos! Spanish Course 1, 2, ©2013, 6/23/15  
Holt McDougal, ¡Avancemos! Spanish Course 3, ©2010, 9/13/16  
Holt McDougal, ¡Avancemos! Spanish Course 4, ©2013, 5/24/16  
EMC Publishing, Somos Asis 2,3,and 4, (©1994), 5/17/94

**Advanced Placement Foreign Language Board Approval 9-12**

Vista Higher Learning, TEMAS: AP Spanish Language and Culture, ©2014, 2/23/2016

Marysville Joint Unified School District

**Resolution 2017-18/04**

**PROCUREMENT THROUGH USE OF VARIOUS STATE CONTRACTS**

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

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

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

**PASSED AND ADOPTED THIS 12<sup>th</sup> DAY OF SEPTEMBER 2017.**

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Gay Todd  
*Superintendent of Schools*

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Jeff D. Boom  
*President to Board of Trustees*

Marysville Joint Unified School District

**Resolution 2017-18/05**

**DISPOSAL OF OBSOLETE TEXTBOOKS/INSTRUCTIONAL MATERIALS**

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

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

**NOW, THEREFORE, BE IT RESOLVED** that in accordance with provisions of the Education Code and district policy, the Superintendent, or designee, is hereby authorized to sell, donate, recycle, or dispose of obsolete textbooks and instructional materials for the 2017-18 school year.

**PASSED AND ADOPTED THIS 12<sup>th</sup> DAY OF SEPTEMBER 2017.**

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Gay Todd  
*Superintendent of Schools*

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Jeff D. Boom  
*President to Board of Trustees*

CHANGE ORDER NO.1

AUGUST 6, 2017

Attention: Paul Kiz

Subject: 8178 Foothill Shade Canopy Project

You are hereby authorized to make the following changes in the subject work.

Workmanship and materials shall be in accord with standards established by the original specifications.

ITEM NO. 1: Installed additional concrete under shade canopy at Foothill School.

Board Approved Contract Amount: \$ 44,600.00


Change Order #1: \$ 4,440.00


New Total Hard Costs: \$ 49,000.00

% Change by this Change Order 9.96%

Total % Change of Original Contract 9.96%

The acceptance and approval of this change order constitutes full and final settlement for all work and costs (including extended overhead, inefficiency and impact or delays) related to the items addressed herein with no exceptions.

Approved:  9-6-17  
Marysville Joint Unified School District Date

Accepted:  09-07-17  
Kiz Construction Date

Business Services Department  
Approval:   
Date: 8/31/17

8178 - Foothill Shade

P17-03799

**Kiz Construction Inc**

**INVOICE**

5520 Tashi Bell Lane  
Carmichael, CA 95608  
License# 984663 DIR# 1000047901  
Phone# 916-715-7771 Fax 916-487-6698

Date:	Invoice#
08/06/2017	201738

Name/Address: MJUSD 1919 B Street Marysville, CA 95901
---

Project	Terms	Salesperson
Foothill Shade Canopy		Paul Kiz

Qty	DESCRIPTION	PRICE	TOTAL
1	Furnish all labor, material and equipment to complete site work after Shade Canopy is installed as per RGA and WCE plans and Specs.	\$ 44,600.00	
	Change order#1 Install additional concrete under Shade Canopy.	\$ 4,400.00	\$ 49,000.00 ✓

**TOTAL: \$ 49,000.00 ✓**

Business Services Department  
Approval: *[Signature]*  
Date: 8.31.17

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Marysville Joint Unified School District

**Designation of Representative and an Alternate to the  
School Insurance Group Joint Powers Board**

**Resolution 2017-18/06**

**WHEREAS**, the Marysville Joint Unified School District is a Participating Agency of the School Risk and Insurance Management Group (SIG), and

**WHEREAS**, the bylaws of SIG state in part: "Each participating agency shall delegate one representative as a member of the Joint Power Board and one alternate to serve in the absence of the representative. Such appointment shall be by resolution of the Board of Trustees of the Marysville Joint Unified School District." and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Marysville Joint Unified School District designates Michael Hodson, Assistant Superintendent of Business Services, as the representative to the SIG Joint Powers Board, and Gay Todd, Superintendent, as the alternate.

**PASSED AND ADOPTED THIS 12<sup>TH</sup> DAY OF September 2017.**

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Gay S. Todd, Superintendent  
*Secretary – Board of Trustees*

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Jeff Boom  
*President – Board of Trustees*

Unaudited Actuals  
FINANCIAL REPORTS  
2016-17 Unaudited Actuals  
Summary of Unaudited Actual Data Submission

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	58.62%
	CEA Deficiency Amount Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	\$0.00
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1 If this amount is not zero, it represents an increase to your Appropriations Limit. The Department of Finance must be notified of increases within 45 days of budget adoption.	\$0.00
	Adjusted Appropriations Limit	\$58,838,832.24
	Appropriations Subject to Limit	\$58,838,832.24
	These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	
ICR	Preliminary Proposed Indirect Cost Rate Fixed-with-carry-forward indirect cost rate for use in 2018-19, subject to CDE approval.	7.50%
NCMOE	No Child Left Behind (NCLB) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2018-19 apportionment may be reduced by the lesser of the following two percentages: MOE Deficiency Percentage - Based on Total Expenditures MOE Deficiency Percentage - Based on Expenditures Per ADA	MOE Met

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UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2016-17 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed: \_\_\_\_\_  
Clerk/Secretary of the Governing Board  
(Original signature required)

Date of Meeting: Sep 12, 2017

To the Superintendent of Public Instruction:

2016-17 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed: \_\_\_\_\_  
County Superintendent/Designee  
(Original signature required)

Date: \_\_\_\_\_

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

For School District:

Violette Bagley  
Name  
Director of Fiscal Services  
Title  
530-749-4856  
Telephone  
violette.bagley@yubacoe.k12.ca.us  
E-mail Address

Jennifer Passaglia  
Name  
Director of Fiscal Services  
Title  
530-749-6125  
Telephone  
jpassaglia@mjuds.com  
E-mail Address

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**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

Resolution 2017-18/07

On Motion by Trustee \_\_\_\_\_

Duly seconded by Trustee \_\_\_\_\_

**ADOPTING THE DISTRICT'S GANN LIMIT  
(Pursuant to G.C. 7902.1)**

**WHEREAS**, in November 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII B to the California Constitution; and

**WHEREAS**, the provisions of that Article establish maximum appropriations limits, commonly called "Gann limits," for public agencies including school districts; and

**WHEREAS**, the District must establish a revised Gann limit for the 2016-17 fiscal year and a projected Gann limit for the 2017-18 fiscal year in accordance with the provisions of Article XIII B and applicable statutory law; and

**NOW, THEREFORE, BE IT RESOLVED** that this Board does provide public notice that the attached calculations and documentation of the Gann limit for the 2016-17 and 2017-18 fiscal years are made in accordance with applicable constitutional and statutory law; and

**AND BE IT FURTHER RESOLVED** that this Board does hereby declare that the appropriations in the budget for the 2016-17 and 2017-18 fiscal years do not exceed the limitations imposed by Proposition 4; and

**AND BE IT FURTHER RESOLVED** that the Superintendent provides copies of this resolution along with appropriate attachments to interested citizens of this District.

**APPROVED, PASSED, AND ADOPTED** by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 12<sup>th</sup> day of September 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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\_\_\_\_\_  
Gay S. Todd, Superintendent  
Secretary - Board of Trustees

\_\_\_\_\_  
Jeff D. Boom  
President - Board of Trustees

	2016-17 Calculations			2017-18 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>A. PRIOR YEAR DATA</b> (2015-16 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	<b>2015-16 Actual</b>			<b>2016-17 Actual</b>		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	55,259,982.99		55,259,982.99			58,297,317.01
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	9,324.41		9,324.41			9,336.02
ADJUSTMENTS TO PRIOR YEAR LIMIT	<b>Adjustments to 2015-16</b>			<b>Adjustments to 2016-17</b>		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
<b>B. CURRENT YEAR GANN ADA</b> (2016-17 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	<b>2016-17 P2 Report</b>			<b>2017-18 P2 Estimate</b>		
1. Total K-12 ADA (Form A, Line A6)	8,962.20		8,962.20	9,094.30		9,094.30
2. Total Charter Schools ADA (Form A, Line C9)	373.82		373.82	377.25		377.25
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)		9,336.02				9,471.55
<b>C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED</b> TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	<b>2016-17 Actual</b>			<b>2017-18 Budget</b>		
1. Homeowners' Exemption (Object 8021)	179,295.46		179,295.46	176,357.00		176,357.00
2. Timber Yield Tax (Object 8022)	33,974.95		33,974.95	30,121.00		30,121.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	163.00		163.00
4. Secured Roll Taxes (Object 8041)	12,721,446.74		12,721,446.74	12,675,554.00		12,675,554.00
5. Unsecured Roll Taxes (Object 8042)	523,490.40		523,490.40	525,000.00		525,000.00
6. Prior Years' Taxes (Object 8043)	13,107.86		13,107.86	221.00		221.00
7. Supplemental Taxes (Object 8044)	549,521.06		549,521.06	0.00		0.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	2,275,020.99		2,275,020.99	2,348,756.00		2,348,756.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	105,909.00		105,909.00	49,496.00		49,496.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	16,401,766.46	0.00	16,401,766.46	15,805,668.00	0.00	15,805,668.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	16,401,766.46	0.00	16,401,766.46	15,805,668.00	0.00	15,805,668.00

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	2016-17 Calculations			2017-18 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>EXCLUDED APPROPRIATIONS</b>						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			764,139.64			729,568.00
<b>OTHER EXCLUSIONS</b>						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			764,139.64			729,568.00
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. LCFF - CY (objects 8011 and 8012)	76,779,217.54		76,779,217.54	81,687,788.00		81,687,788.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	141,540.27		141,540.27	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	76,920,757.81	0.00	76,920,757.81	81,687,788.00	0.00	81,687,788.00
<b>DATA FOR INTEREST CALCULATION</b>						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	115,248,147.99		115,248,147.99	114,771,348.00		114,771,348.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	270,083.74		270,083.74	195,698.00		195,698.00
<b>APPROPRIATIONS LIMIT CALCULATIONS</b>	<b>2016-17 Actual</b>			<b>2017-18 Budget</b>		
<b>D. PRELIMINARY APPROPRIATIONS LIMIT</b>						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			55,259,982.99			58,297,317.01
2. Inflation Adjustment			1.0537			1.0369
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0012			1.0145
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			58,297,317.01			61,324,991.08
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C18)			16,401,766.46			15,805,668.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			1,120,322.40			1,136,586.00
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			42,659,690.19			46,248,891.08
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			42,659,690.19			46,248,891.08
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			138,735.50			105,990.70
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			16,540,501.96			15,911,658.70
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			42,520,954.69			46,142,900.38
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			16,540,501.96			
b. State Subventions (Line D8)			42,520,954.69			
c. Less: Excluded Appropriations (Line C23)			764,139.64			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			58,297,317.01			

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