

Edgewater Elementary School

5715 Oakwood Drive, Marysville, CA 95901

Phone: (530) 741-0866 Fax: (530) 741-1332

Principal, Lori Guy



MJUSD Board report 9/25/18

Teamwork makes the dream work at Edgewater Elementary! We started off the year with our annual Edgewater Floats event with root beer floats provided by the Linda Lion's Club and an opportunity for our Edgewater families to meet their teachers and learn expectations the day prior to school starting which always gets us off to a positive start to our new school year. Our current enrollment is 485. We are continuing to grow in grades K-3 and currently full in grades 4-6.

It is hard to believe our "new school" is nine years old. Seven of the original staff members still remain with a combined total of 205 years experience. Edgewater staff has a total of 519 years of experience in their positions with over 493 years working for MJUSD and 351 years of those years are our teachers.

High expectations coupled with consistency and a very experienced staff are yielding positive results in all areas including attendance, discipline, and academics. Last year, only 19 suspension days were accumulated, and our site maintained an average attendance rate of 97.4%.

Essential Standards have been developed by each grade level and are the focus of instruction, intervention, and data analysis at collaboration meetings. Our fall 2017 state assessment data for student performance indicated status for overall student performance in Math as 21.3 points below level three with a decline of three points following a gain of 32.7 points the previous year. In ELA, our status is .6 points below level three with an increase of 11.3 points. Additionally, we showed increases in all subgroups. These results have caught the attention of others including recognition as a 2017-18 Honor Roll school for high student achievement and closing the learning gaps. We continue to analyze state and team data to improve instruction, develop interventions, and increase student performance. Our intervention over the past years have resulted in five students exited from Special Education. Our percentage of students on IEPs is 6.6% compared to a national average of 11%.

Reading continues to be our primary focus throughout the year, and we culminate the efforts of our students with an Accelerated Reader assembly for all students earning medals and an AR party for all gold medalists. We currently have two award assemblies as last year we had a record number of 329 students earning medals. Our students checked out over 25,475 books which also includes a group of parents that frequently visited the library after school with their children. Students read over 117,058,800 words based on AR quizzes. Last year, we took the leap to e-books and are at the beginning stages of this adventure with over 664 number of titles available and growing.

Onsite professional development is driven by our collaboration teams. As they uncover areas of needs, arrangements are made to provide PD specific to their needs and goals. Some examples include Google classroom, creating assessments in Illuminate, navigating CAASSP interim assessments, and utilizing Illuminate Gradebook for reports. In October, collaboration teams will have professional development with Learning by Design for their specific needs and the amount of time determined by their team.

Parent involvement at Edgewater Elementary continues to provide support to our school in many forms and at extraordinary levels. Some of the ways parents are involved beyond field trip chaperones include volunteering in classrooms, organizing student activities, and planning events. They are an amazing group of problem solvers that work with us to continue to improve Edgewater Elementary. Our annual volunteer luncheon includes over 100 invitations to community members that support our school.

New restrooms were added during the 2017-18 school year, and we are looking forward to our Kindergarten center expected to open in fall of the 2018-19 school year. With the addition of the classrooms, we are hoping to further increase enrollment next year and add a 4/5 combo to accommodate our current students moving into the upper grades.



The County of Yuba

Clerk of the Board of Supervisors

Government Center, 915 8th Street, Suite 109
Marysville, California 95901
(530) 749-7510 Fax (530) 749-7353

MJUS
Personnel Dept
JUL 06 2018
RACHEL FERRIS
CLERK OF THE BOARD
MARY PASILLAS
OFFICE SPECIALIST

RECEIVED

TO: Local Agencies in Yuba County

FROM: Rachel Ferris, Clerk of the Board of Supervisors
Yuba County Board Of Supervisors

SUBJECT: Conflict of Interest – Local Agency Biennial Report

DATE: July 2, 2018

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. **No later than October 1** of each even-numbered year, each agency must submit to the Yuba County Board of Supervisors a notice indicating whether or not an amendment is necessary. The enclosed **2018 Local Biennial Notice form shall be returned to this office no later than October 1, 2018.** The Board of Supervisors is the code reviewing body for single-county agencies and the Fair Political Practices Commission is the code reviewing body for multi-county agencies.

If amendments to your agency's conflict of interest code are necessary, the amended code must be forwarded to the **Board of Supervisors for approval within 90 days.** For example, if you file the notice on October 1, 2008 indicating that an amendment is necessary, the amendment is due to the Board by December 30, 2008. An agency's amended code is not effective until it has been approved by the Board of Supervisors.

The Fair Political Practices Commission (FPPC) is available during the hours of 9:00 a.m. to 11:30 a.m. Call **1-866-ASK-FPPC** (this is a toll-free number) and press 2. You may write to the Fair Political Practices Commission at 428 J Street, Suite 620, Sacramento, California 95814 or email inquiries to: advise@fppc.ca.gov. Information is also available on their website at www.fppc.ca.gov.

Alternatively, if you have not already been granted an exemption, you may qualify for an exemption pursuant to Resolution No. 1992-38, a copy of which is attached.

2018 Conflict of Interest Code Biennial Notice Instructions for Local Agencies

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

By July 2, 2018: The code reviewing body must notify agencies and special districts within its jurisdiction to review their conflict of interest codes.

By October 1, 2018: The biennial notice must be filed with the agency's code reviewing body.

The FPPC has prepared a 2018 Local Agency Biennial Notice form for local agencies to complete or send to agencies within its jurisdiction to complete before submitting to the code reviewing body. The City Council is the code reviewing body for city agencies. The County Board of Supervisors is the code reviewing body for county agencies and any other local government agency whose jurisdiction is determined to be solely within the county (e.g., school districts, including certain charter schools). The FPPC is the code reviewing body for any agency with jurisdiction in **more than one county** and will contact them.

The Local Agency Biennial Notice is not forwarded to the FPPC.

If amendments to an agency's conflict of interest code are necessary, the amended code must be forwarded to the code reviewing body for approval within 90 days. An agency's amended code is not effective until it has been approved by the code reviewing body.

If you answer yes, to any of the questions below, your agency's code probably needs to be amended.

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If you have any questions or are still not sure if you should amend your agency's conflict of interest code, please contact the FPPC. Additional information including an online webinar regarding how to amend a conflict of interest code are available on [FPPC's website here](#).

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION ESTABLISHING
PROCEDURES AND STANDARDS
EXEMPTING CERTAIN AGENCIES
FROM PREPARATION OF A
CONFLICT OF INTEREST CODE

RESOLUTION NO. 1992-38

WHEREAS, section 87300 of the Government Code requires every local government agency, which includes counties, districts of any kind, school districts, or any department, division, bureau, office, board, commission or agency of the foregoing local government agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, pursuant to Government Code section 82011, the board of supervisors is the "code reviewing body" for any local government agency, other than a city, with jurisdiction wholly within the County of Yuba; and

WHEREAS, Title 2, California Code of Regulations, section 18751, authorizes code reviewing bodies to establish standards and procedures exempting certain agencies from preparation of a conflict of interest code.

NOW, THEREFORE, BE IT RESOLVED

1. Any agency required to submit a conflict of interest code to the Yuba County Board of Supervisors may submit a request for exemption from preparation of a conflict of interest code.

2. A request for exemption shall be approved if the board of supervisors finds:

(a) There would be no officer, employee, member or consultant whose position with the agency:

(1) is elective; or

(2) entails the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest of said officer, employee, member or consultant.

(b) The agency is, or soon will be, inoperative and nonfunctioning.

3. A request for exemption may be approved if the board of supervisors finds all of the following apply:

(a) The agency does not have regulatory, quasi-regulatory, permit, licensing or planning authority or functions;

(b) The agency will not acquire real property in the foreseeable future; and

(c) The annual operating budget, exclusive of salaries, for the agency is less than \$70,000.

4. In all other circumstances, the board of supervisors will consider the requests for exemption on a case by case basis.

5. All requests for exemption shall be signed by the chief executive officer or a legal representative of the agency on a form substantially similar to the Request for Exemption attached hereto and incorporated herein by this reference as Exhibit A.

6. The board of supervisors shall within 90 days of receiving the request for exemption:

(a) Approve the request;

(b) Deny the request; or

(c) Return the request for additional information and resubmission within sixty (60) days. Upon resubmission, the board of supervisors shall, within sixty (60) days, either approve or deny the request.

7. When a request for exemption is approved, the clerk of the board of supervisors shall transmit a minute order to the requesting agency.

8. When a request for exemption is denied, the board of supervisors shall transmit a letter denying the request for exemption to the requesting agency, and advise in said letter of the new deadline established by the board of supervisors by which the agency shall submit a proposed Conflict of Interest Code for review by the board of supervisors.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the third day of March, 1992 by the following vote:

AYES: Supervisors Saunders, Belza, Harper, Mathews.

NOES: None

ABSENT: Supervisor Mistler

Bill Harper
CHAIRMAN

ATTEST: FRED MORAWCZNSKI
Clerk of the Board of Supervisors

By: Terry A. Hansen
Terry A. Hansen, Deputy

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: Daniel G. Montgomery
DANIEL G. MONTGOMERY
COUNTY COUNSEL

**REQUEST FOR EXEMPTION
CONFLICT OF INTEREST CODE**

Agency Name, Address and Telephone:

1. Attach a list of every position in your agency including each officer, employee, member and consultant.
2. Provide a job description for each position listed in response to question one (1) above.
3. Statute(s) which authorized creation of your agency:
4. Statute(s) which set forth duties and responsibilities of your agency:
5. Attach a copy of your agency's most recent conflict of interest code. If there is no conflict of interest code, please so indicate.
6. The date, time and place of last meeting of the agency:
7. If the agency is or soon will be inoperative and nonfunctioning, provide a detailed explanation of the reasons therefor.

I verify that none of the positions listed in question one (1) above are elected or involved in making decisions on behalf of _____ (agency) which may foreseeably have a material effect on any financial interest of said employee, officer, member or consultant. (See Government Code §82019.)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 1992, at _____, California.

Chief Executive Officer or
Legal Representative

NOTICE TO REVIEW CONFLICT OF INTEREST CODES

**TO: ALL DISTRICTS, SCHOOL DISTRICTS, BOARDS AND COMMISSIONS
LOCATED IN YUBA COUNTY.**

ALL LOCAL AGENCIES ARE HEREBY DIRECTED, pursuant to Government Code Sections 82003, 82011, 82041, 87300, and 87306.5 to review their conflict of interest codes and either submit, no later than October 1, 1992, revised codes to the board of supervisors for review; or submit, no later than October 1, 1992, a written statement that no change is required.

In the event your agency has no conflict of interest code and the agency believes it is entitled to an exemption under the provisions of Resolution No. 1992- 38 complete the Request for Exemption and submit it to the Board of Supervisors no later than October 1, 1992.

In the event your agency has no conflict of interest code and is not entitled to an exemption under the provisions of Resolution No. 1992- 38, submit your proposed conflict of interest code to the board of supervisors for review no later than October 1, 1992.

Dated:

FREDERICK J. MORAWCZNSKI
Clerk of the Board of Supervisors

By: _____ Deputy

Government Code Section 87306.5 requires the board of supervisors, as the code reviewing body, no later than July 1 of each even-numbered year, to direct every local agency which has adopted a conflict of interest code to review their code.

If there have been changed circumstances requiring amendment to the conflict of interest code, the revised code must be submitted to the board of supervisors for review.

If no change to the code is required, the local agency head must submit a written statement to that effect to the board of supervisors no later than October 1st of that same year.

Section 87300 of the Government Code requires every "agency" to adopt and promulgate a conflict of interest code. "Agency" is defined in section 82003 of the Government Code as "any state agency or local government agency." "Local government agency" is defined in section 82041 as a "county, city or district of any kind including school district, or any other local or regional political subdivision, or any department, division, bureau, office, board, commission or other agency of the foregoing."

The board of supervisors is the "code reviewing body" for any local government agency, other than a city, with jurisdiction wholly within the county (Govt. Code, §82011).

The board of supervisors has adopted Resolution 1992- 38 establishing procedures and standards for exempting public agencies from the requirement to prepare a conflict of interest code.

2018 Local Agency Biennial Notice

Name of Agency: Marysville Joint Unified School District
Mailing Address: 1919 B Street, Marysville, CA 95901
Contact Person: Lisa Mejia Phone No.: (530) 749-6101
Email: lmejia@mjuds.com Alternate Email: gstarkey@mjuds.com

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one box)*:

☒ **An amendment is required. The following amendments are necessary:**
(Check all that apply.)

- ☒ Include new positions
- ☐ Revise disclosure categories
- ☒ Revise the titles of existing positions
- ☒ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (describe) _____

☒ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

Gay Starkey, Superintendent

*All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2018**, or by the date specified by your agency, if earlier, to:*

Yuba County Clerk of the Board, 915 8th Street, Suite 109, Marysville CA 95901

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

Marysville Joint USD

Board Bylaw

Conflict Of Interest

BB 9270

Board Bylaws

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

(cf. 9005 - Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

41015 Investments

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition, designated employee

82028 Definition, gift

82030 Definition, income

82033 Definition, interest in real property

82034 Definition, investment

87100-87103.6 General prohibitions
87200-87210 Disclosure
87300-87313 Conflict of interest code
87500 Statements of economic interests
89501-89503 Honoraria and gifts
89506 Ethics; travel
91000-91014 Enforcement

PENAL CODE

85-88 Bribes

REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18700-18707 General prohibitions

18722-18740 Disclosure of interests

18750.1-18756 Conflict of interest codes

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

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

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

Bylaw MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: February 4, 2013

revised: January 28, 2014

revised: January 27, 2015

revised: February 9, 2016

revised: March 8, 2016

revised: March 14, 2017

CONFLICT OF INTEREST CODE FOR

The Marysville Joint Unified School District

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating positions and establishing designating positions and establishing disclosure categories shall constitute the conflict of interest code of the **Marysville Joint Unified School District**.

Designated employees shall file their statements with the **Marysville Joint Unified School District** who will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated employees will be retained by the **Marysville Joint Unified School District**.

CONFLICT OF INTEREST CODE FOR
The Marysville Joint Unified School District

The following positions are NOT covered by the code because they must file under section 87200 and, therefore, are listed for informational purposes only:

BOARD MEMBERS

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by section 87200.

<u>Designated Positions</u>	<u>Assigned Disclosure Categories</u>
SUPERINTENDENT	1
CABINET	1
Assistant Superintendent of Personnel Services	1
Assistant Superintendent of Business Services	1
PRINCIPALS	2
EXECUTIVE DIRECTORS/DIRECTORS/COORDINATOR/SUPERVISORS	
<i>Executive Directors</i>	
Executive Director of Maintenance, Operations, & Transportation	2
--Executive Director of Educational Services	2
--Executive Director of Special Education	2
<i>Directors</i>	
--Director of Administrative Technology	2
Director of Beginning Teacher Development & Support	2
--Director of Categorical Programs	2
--Director of Child Development	2
--Director of Buildings and Grounds	2
--Director of Fiscal Services	2
--Director of Nutrition Services	2
--Director of Purchasing, Warehouse & Print Shop	2
--Director of Program Services	2
--Director of Student Discipline & Attendance	2
--Director of Transportation	2
<i>Coordinator</i>	
--Coordinator of STARS	2
<i>Supervisors</i>	
--Supervisor of Maintenance	2
--Supervisor of Custodians	2
--Supervisor of Grounds	2
--Supervisor/Head Mechanic	2
--Supervisor of Warehouse/Storekeeper	2
--Supervisor of Transportation	2

CONFLICT OF INTEREST CODE FOR
The Marysville Joint Unified School District

ATHLETIC DIRECTORS 2

LIBRARIANS 2

CONSULTANTS/NEW POSITIONS*

*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Board Members may determine in writing that a particular consultant or new position, although a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Board Members' determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

Disclosure Categories

Category I

Designated employees assigned to this category must report:

- A. Interests in real property which are located in whole or in part:
 - 1. within the boundaries of the district,
 - 2. within two miles of the boundaries of the district, or
 - 3. within two miles of any land owned or used by the district, including any leasehold, beneficial, or ownership interest or option to acquire such interest in real property.
- B. Investments and business positions in business entities or income, including gifts, loans, and travel payments, from sources which engage in the acquisition or disposal of real property within the jurisdiction.
- C. Investments and business positions in business entities or income, including gifts, loans, and travel payments, from sources which:
 - 1. are contractors or subcontractors engaged in the performance of work or services of the type utilized by the district, or
 - 2. which manufacture, sell, or provide supplies, materials, books, machinery, services, or equipment of the type utilized by the district.

Category 2

Designated employees assigned to this category must report investments and business positions in business entities or income, including gifts, loans, and travel payments, from sources which manufacture, sell, or provide supplies, materials, books, machinery, services, or equipment of the type utilized by the employee's department or the district. For the purposes of this category, a principal's department is the entire school.

Revised: (~~6/2018~~) 9/17/18

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SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Lennie Tate, Executive Director of Educational services

From: Mrs. Gabriela Rios, Executive Director

Date: August 4, 2018

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and Marysville Joint Unified School District agree as follow:

RECITALS

A. Scope of Services: PIQE will provide a parent training course for the parents of the children enrolled in the school above mentioned. PIQE will recruit parents by phone, provide a needs-assessment session, a series of nine weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.

B. Location: Ella Elementary School

C. 4850 Olivehurst Ave, Olivehurst, CA 95961

D. Period of Performance: January 24, 31, Feb 7, 14, 21, 28, Mar 7, 14, and 21, 2019

E. Compensation:

- Marysville JUSD agrees to pay the flat fee of \$10,500.00 if there is less than 50 parent graduates.
- If there is 51-75 parent graduates, the cost will be a flat fee of \$12,000.00.
- If parent graduates exceed 75, the cost will be a flat fee of \$15,500.00.

School Funding from: _____

F. In addition, schools where the PIQE program is provided will make available babysitting services as well as any refreshments to be provided to the parents.

I accept these services at Marysville Joint Unified School District under the terms and conditions noted.

MJUSD Representative

Date

Parent Institute Representative:


Mrs. Gabriela Rios, Executive Director PIQE

Modesto Office: 1124 11th Street Suite B • Modesto, CA 95354 • (209) 238-9496 • Fax (209-) 238-9495

www.piqe.org

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Business Services Department

Approval: 

Date: 9.10.18



CONTRACT SERVICES AGREEMENT
Educational Services – Learning By Design, LLC

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 9/25/18 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Maria Nielsen with Learning by Design, LCC (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 TERM: This Agreement shall have a term of **2018-2019** commencing from **November 9, 2018 – March 25, 2019**

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 **TEN THOUSAND DOLLARS AND NO CENTS (\$10,000.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice.

Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

II. PERFORMANCE OF AGREEMENT

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

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

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

III. INSURANCE

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

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

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or

regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (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 subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

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

Phone: 435-994-0887

Fax:

Email: marianielsenplc@gmail.com

DISTRICT:

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

Phone: 749-6114

Fax: 742-0573

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

6.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.9 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.

6.10 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.

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

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

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

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Mike Hodson
Assistant Superintendent of Business Services

Contractor

By: Maria Nielsen

Name: Maria Nielsen

Title: Owner

Exhibit A
Scope of Work

Maria Nielsen will provide two days of professional development for the administrative staff of Marysville Joint Unified School District to support and build their Professional Learning Community. Dates are subject to change based on need.

November 9, 2018
March 25, 2019

Grant Award Notification

GRANTEE NAME AND ADDRESS

Gay Starkey, Superintendent
Marysville Joint Unified
1919 B Street
Marysville, CA 95901-3731

Attention

Expanded Learning Programs Coordinator

Program Office

Expanded Learning Office

Telephone

(530) 741-6000

Name of Grant Program

After School Education and Safety Grant (ASES)

CDE GRANT NUMBER

FY	PCA	Vendor Number	Suffix
18	23939	72736	EZ

STANDARDIZED ACCOUNT CODE STRUCTURE

COUNTY

Resource Code	Revenue Object Code	58
---------------	---------------------	----

6010	8590	INDEX
------	------	-------

0150

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$1,490,120.26		\$1,490,120.26		7/1/2018	6/30/2019
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	

I am pleased to inform you that you have been funded for the After School Education and Safety Grant (ASES).

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Veronica Maestas, Associate Governmental Program Analyst
Expanded Learning Division
California Department of Education
1430 N Street, Room 3400
Sacramento, CA 95814-5901

California Department of Education Contact

Veronica Maestas

Job Title

Associate Governmental Program Analyst

E-mail Address

vmaestas@cde.ca.gov

Telephone

916-319-0540

Signature of the State Superintendent of Public Instruction or Designee

Tom Torlakson

Date

September 6, 2018

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent

Gay Starkey

Title

Superintendent

E-mail Address

gstarkey@mjUSD.k12.ca.us

Telephone

(530) 749-6102

Signature

[Signature]

Date

RAPTOR[®]

TECHNOLOGIES

THE GOLD STANDARD IN SCHOOL SAFETY

Protect Every Child, Every School, Every Day
Federal Tax ID #45-4914152
GSA: GS-07F-127BA
Buyboard: 498-15

Opportunity Owner Alix Miller
Quote Number 201809-22422
Created Date 9/18/2018
Expiration Date 10/26/2018

Account Name Marysville Joint Unified School District

Billing Address 1919 B St.
Marysville, CA 95901
United States

Product	Product Description	Sales Price	Quantity	Total Price
Raptor Link Annual Access Fee	Annual Fee Per Building For Student Information System Integration.	\$100.00	23.00	\$2,300.00
Grand Total				\$2,300.00

SUBMIT PO's: To purchase, send purchase order to amiller@raptortech.com or fax to 713-880-

Business Services Department

Approval: [Signature]
Date: 9.17.18

NOT PAYING WITH A PURCHASE ORDER?

REMIT CHECK PAYMENTS TO:

Dept. 141 :: P.O. Box 4458 :: Houston, TX :: 77210-4458
For any other questions, email accounting@raptortech.com

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To order additional or replacement equipment and supplies with a credit card, visit www.shop.raptortech.com

TERMS AND CONDITIONS:

1. Only hardware and supplies purchased through Raptor Technologies, LLC are approved for use with the Raptor System. Use of any hardware or supplies not approved by Raptor Technologies may void all warranties and guarantees.
 2. Restocking fee of 25% of purchase price will apply to all returns. Shipping/handling fees are non-refundable.
 3. All purchases from Raptor are subject to the terms and conditions of the Raptor Subscription Agreement, which can be found at <https://www.raptortech.com/agreement>
- Please be aware that use tax may apply and you may be required to remit use tax on this purchase based on your state's tax rules.

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 1-23-2017 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency(LEA)		Marysville Joint Unified School District		Nonpublic School/Agency		Sierra Schools Eastern Upper	
Address		1919 B Street		Address		1150 Eastern Avenue	
City, State Zip		Marysville CA. 95901		City, State, Zip		Sacramento, CA 95864	
LEA Case Manager		Adam Pitts		Phone		916-930-6189	Fax 916-596-0140
				e-Mail			
Student Last Name		Student First Name		Program Contact Name		Vena Whitehurst	
				Phone		916-930-6189ext.117	Fax 916-596-0140
D.O.B.		I.D. #		e-Mail		Vena.whitehurst@catapultlearning.com	
Grade	9	Level		Sex	() M (X) F		
Parent/Guardian Last Name		Parent/Guardian First Name		Education Schedule – Regular School Year			
				Number of Days	180	Number of Weeks	36
				Education Schedule – Extended School Year			
				Number of Days	20	Number of Weeks	4
Address				Contract Begins	09/14/18	Ends	6/30/2019
City, State, Zip	Marysville, CA 95901			Master Contract Approved by the Governing Board on			
Home Phone			Business				

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION		x			\$150.22 per day		159	19	\$27,000.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family		x			\$65.00/hr	b. 1x/week	37	4	\$3,000
3. Adapted P.E. a. Group of ____ b. Individual									
4. Speech/Language a. Group of ____ b. Individual c. Consultation									
5. SCIA a. Individual b. Group of ____									

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Business Services Department

Approval: will

Date: 9-17-18

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER			Reg School Year	ESY	
				Specify					
6. Intensive Academic Instruction									
7. Occupational Therapy a. Group of _____ b. Individual c. Consultation									
8. Physical Therapy a. Individual b. Consultation									
9. Behavior Intervention (BI) a. Consultation b. Direct (BI) c. Supervision (BI) d. Assessment									
10. Nursing									
11. Other									
						TOTAL COST			\$30,000.00

ESTIMATED MAXIMUM RELATED SERVICES COST \$ 30,000.00

SPECIALIZED EQUIPMENT/SUPPLIES None \$

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES
COSTS/SPECIALIZED EQUIPMENT/SUPPLIES

Other Provisions/Attachments: _____

Progress Reporting Requirements: x Quarterly Monthly Other (Specify)

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-
ierra Schools at Upper, Sacramento

-DISTRICT-
Marysville Joint Unified School District

Name of Nonpublic School/Agency) _____

(Name of School District) _____

Anthony Galli
signature) (Date) 9/14/18

[Signature]
(Signature) (Date) 9.17.18

Courtney Galli Director
Name and Title

Michael Hudson, Assistant
Supt. of Business
Services
(Name of Superintendent or Authorized Designee)

ORIGINAL

Grant Award Notification

GRANTEE NAME AND ADDRESS Gay Todd, Superintendent Marysville Joint Unified 1919 B Street Marysville, CA 95901				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				18	14332	72736	00
Attention Gay Todd, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
				Resource Code	Revenue Object Code		58
Program Office Marysville Joint Unified				5630			8290
				INDEX			0604
Telephone 530-741-6000				Name of Grant Program Education for Homeless Children and Youth Program			0604
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$25,000		\$25,000		7/1/18	6/30/19	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.196A	S196A18005	Education for Homeless Children and Youth			U.S. Department of Education		

I am pleased to inform you that you have been funded for the Education for Homeless Children and Youth Program.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) within 10 working days to:

Shoshannah Fuentes, Associate Governmental Program Analyst
Coordinated School Health and Safety Office
California Department of Education
1430 N Street, Suite 6408
Sacramento, CA 95814-5901

California Department of Education Contact Shoshannah Fuentes		Job Title Associate Governmental Program Analyst	
E-mail Address sfuentes@cde.ca.gov		Telephone 916-319-0384	
Signature of the State Superintendent of Public Instruction or Designee 		Date August 20, 2018	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.			
Printed Name of Authorized Agent Gay Starkey, Ed.D.		Title Superintendent	
E-mail Address gstarkey@mjusd.com		Telephone 530-749-6101	
Signature 		Date 9/5/2018	



Marysville Joint Unified School District

1919 B Street, Marysville, California 95901
Purchasing Department

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

THIS CONTRACT made and entered into on September 25, 2018 (Insert Board meeting date or ratification date), by and between KS-Telecom hereinafter called the CONTRACTOR and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the DISTRICT.

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

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

Twenty-four thousand eight hundred fifty and 00 /100 Dollars (\$ 24,850.00)

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C-7 (add applicable to trade).
3. (Check contractor license classification appropriateness at: http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/ and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence **upon Board approval** as of September 26, 2018. (insert date after Board approval date or ratification date) with work to be completed within Sixty (60) consecutive days and/or by November 26, 2018.
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to **ATTACHMENT J**, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but not to exceed \$45,000)



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

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

TYPE OF BUSINESS ENTITY

____ Individual
 ____ Sole Proprietorship
 ____ Partnership
 X Corporation
 ____ Other

TAX IDENTIFICATION

94-3345561
 Employer Identification Number

License No: 790922 Classification: C-7 Expiration Date: 02/28/2019

(District Use Only: License verified by B. J. [Signature] Date: 9-17-18)
 Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: K S Telecom Inc.

Contractor Address: _____
PO Box 330
Penryn, CA 95663

Phone: 916-652-4735

Email: evl@KSTelecomInc.com

Print Name: Eric Vander Linden

Title: V P of Operations

Authorized Signature: Eric D. Vander Linden

District Acceptance: _____

Mike Hodson, Assistant Superintendent of Business Services

Date: 9/25/18
 Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

Andres Diaz Jr.
Andrey Kravchenko
Caden McGowen
Fermin Garcia IV
Michael Longo

Name(s) of employee(s):

Richard Wooden
Sarin Proeung
Stephan Lomen
Jacob Chitwood
Tim Mchugh

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

Dated: 09/14/2018

K S Telecom Inc. (Company)

Eric D. Vander
Linden

Digitally signed by Eric D. Vander Linden
DN: cn=Eric D. Vander Linden, o=K S
Telecom Inc, ou
email=eric.vanderlinden@ks.com, c=US
Date: 2018.09.14 14:02:38 -0700

(Authorized Signature)

Eric Vander Linden (Print Name)

V P pf Operations (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

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

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

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

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

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

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

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



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

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

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

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

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

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

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

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

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

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

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

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED September 26 2018
(insert date after Board approval date or ratification date)
consisting of Article 1 through Article 21

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ATTACHMENT C

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

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

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

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

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

Eric D. Vander
Linden

Digitally signed by Eric D. Vander Linden
DN: cn=Eric D. Vander Linden, o=K5
Telecom, Inc., email=eric.vanderlinden@k5telecom.com, c=US
Date: 2016.09.14 10:02:52 -0700

Signature, Contractor's Authorized Representative

Eric Vander Linden

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

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

(Remainder of page left blank intentionally)



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ATTACHMENT D

CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: MHS Speaker Cabling and Installation between the Marysville Joint Unified School District ("District" or "Owner") and K S Telecom ("Contractor" or "Bidder").

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

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

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

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

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

Name: Eric D. Vander Linden
Digitally signed by Eric D. Vander Linden
DN: cn=Eric D. Vander Linden, o=K S
Telecom Inc., ou
email=eric@kscommunications.com, serial
Date: 2018.05.14 16:33:18 -0700

Title: V P pf Operations

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

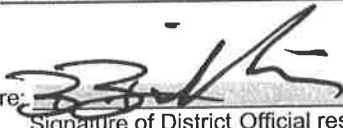
☒ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the Contractor who provide services under this Contract (certification form attached).

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

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

☐ Other, describe:

DISTRICT

Signature:  Title: Director of Technology Date: 9/26/18
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT NAME OR CONTRACT NO.: MHS Speaker Cabling and Installation
between Marysville Joint Unified School District (the "District" or the "Owner") and
K S Telecom (the "Contractor" or the "Bidder").

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

Date: 09/14/2018

Proper Name of Contractor: K S Telecom Inc.

Signature: Eric D. Vander Linden
Digitally signed by Eric D. Vander Linden
DN: cn=Eric D. Vander Linden, o=K S Telecom Inc., email=eric@kstanford.com, c=US
Date: 2018.09.14 16:22:38 -07'PT

Print Name: Eric Vander Linden

Title: V P pf Operations

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT F

PROOF OF CONTRACTOR ANNUAL REGISTRATION WITH DIR

INSERT OR ATTACH HERE



State of California

Department of Industrial Relations



Labor Law

Cal/OSHA - Safety & Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards

Public Works | Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

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

Note: Search results will display all of the public works contractor registrations, both current and expired.

Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year: 7/1/2018 - 6/30/2019

PWC Registration Number: 1000000120

Contractor Legal Name: example: ABC COMPANY

License Number: example: 123456 Contractor License Lookup

County: Select County

Search

Reset

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

Export as: Excel | PDF

Search Results

One registered contractor found: 1

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	K S TELECOM INC.	1000000120	PLACER	PENRYN	CSLB:790922	Active	05/14/2018	06/30/2019

v2.20171120



Marysville Joint Unified School District

ATTACHMENT G

On File

WITHHOLDING EXEMPTION CERTIFICATE – CA FORM 590

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

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

- ☐ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.
- ☐ **Corporations:**
The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.
- ☐ **Partnerships:**
The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. Note: For withholding purposes, a Limited Liability Partnership is treated like any other partnership.
- ☐ **Limited Liability Companies (LLC):**
The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.
- ☐ **Tax-Exempt Entities:**
The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.
- ☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**
The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- ☐ **California Irrevocable Trusts:**
At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.
- ☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

CERTIFICATE: Please complete and sign below.

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

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

Vendor/Payee's signature ► _____ Date _____



Marysville Joint Unified School District

ATTACHMENT H

W-9 FORM

Form **W-9**

(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

K S Telecom Inc.

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

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)

Exemption from FATCA reporting
code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

PO Box 330

6 City, state, and ZIP code

Penryn, CA 95663

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

9 4 - 3 3 4 5 5 6 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign
Here

Signature of
U.S. person ▶

Date ▶ 09/14/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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



Marysville Joint Unified School District

ATTACHMENT I

CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

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

(Remainder of page left blank intentionally)



KSTELEC-01

KSOLARI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2017

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

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

PRODUCER Lodi-Alliant Insurance Services, Inc. 641 South Ham Ln Ste. B Lodi, CA 95242	CONTACT NAME: Kristen Solari	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS: ksolari@alliant.com	
INSURED K S Telecom, Inc. 2350 Humphrey Road Penryn, CA 95663	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Ohio Security Insurance Company		24082
	INSURER B: American Fire and Casualty Company		24066
	INSURER C: Insurance Company of the West		27847
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		BKS (18) 57005251	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> Owner's & Contractor						MED EXP (Any one person) \$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			BAS (18) 57005251	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident) \$				
							\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			ESA (18) 57005251	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 2,000,000				
	DED <input type="checkbox"/> RETENTION \$		\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WSD503147702	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>					
	If yes, describe under DESCRIPTION OF OPERATIONS below						

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

RE: Work performed by the named insured on behalf of the certificate holder by written contract. Certificate holder is named as additional insured per attached endorsements.

CERTIFICATE HOLDER

CANCELLATION

Marysville Joint USD
1919 B St
Marysville, CA 95901

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

AUTHORIZED REPRESENTATIVE

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© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**

Blanket Additional Insured

2350 Humphrey Rd

PENRYN, CA 95663

Location(s) Of Covered Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional Insured is the amount of insurance:

1. Required by the contract or agreement;
or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Marysville Joint Unified School District

ATTACHMENT J

SCOPE OF WORK

INSERT OR ATTACH HERE

(inserted scope or attached proposal must state at prevailing wage for all services
\$1,000 or above but not to exceed \$45,000):

See attached quote

A series of horizontal lines for text entry, starting with the text 'See attached quote' and followed by approximately 25 empty lines for additional information.



P O Box 330
Penryn, CA 95663-0330
916 652-4735 x 210
916 652-4296 Fax
www.KSTelecomInc.com
evl@KSTelecomInc.com

September 6, 2018

Marysville Joint Unified School District Marysville HS Speaker Cabling

K S Telecom, Inc. (KST) is providing a quote for new speaker cabling at Marysville High School site.

KST will be running (1) Cat 6A riser rated cable and (1) 18/2 riser rated cable to each of the (20) exterior locations.

KST will be running (2) Cat 6A riser rated cables and (2) 18/2 riser rated cables to the one exterior location on the north end of the gym.

KST will be running (1) Cat 6A riser rated cable to each of the (14) interior locations.

KST will be running (2) Cat 6A riser rated cables to each of the (2) interior weight room data locations. No speakers will be installed at this location.

All cabling will be run in new and existing pathways. Where needed **KST** will install J-hooks, raceway or conduit to reach the location.

It was stated on the job walk that all cabling will be terminated on existing patch panels. If additional patch panels are needed the district will provide them or an additional cost will be added to the project.

For the station side of the cabling the cables will be terminated on a Cat 6A jack and placed in an SMB. Once each cable is tested it will be patched into the new speaker, owner provided and **KST** installed. All programming of the speakers will be the responsibility of the district. Any speaker warranty issues will be the responsibility of the district.

KST will provide (2) patch cables for each cable installed. 3' patch cables will be installed at the station side once the cabling has been tested. **KST** will deliver the 3' patch cables for the MDF/IDF side and the district will do the final connection.

KST will provide and install (39) Cat 6A cables, (21) 18/2 cables (that will be labeled and un-terminated on each end), (78) Cat 6A jacks, (36) 2 port SMB's, (78) 3' Cat 6A patch cables, Lot J hooks, approximately 60' of surface mount race with fittings, approximately 550' of ¾" EMT conduit with fittings, termination, labeling and testing.

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All CAT 6A copper cables installed by **KST** will be tested to standards.

The total project price is: \$24,850.00

(This is a prevailing wage project)

This quote is valid for 60 days. If not accepted within 60 days a requote may be required.

This Project Excludes:

1. Providing any speakers or speaker back boxes.
2. Any electrical work other than the installation of conduit and race stated in this SOW.
3. Any feed cables.
4. Physical cross connections at the MDF/IDF locations. (To be performed by owner)
5. Any asbestos or lead testing, abatement, removal, etc.
6. Patch panels. (patch panels are said to be all existing)
7. Any speaker warranty work.

Warranty Information

K S TELECOM, Inc. warrants all materials and craftsmanship to be free from defects for a **period of one year** from the date of substantial completion. **KST** shall fix or replace, at its sole discretion, all defective materials and/or craftsmanship, at no charge to the customer, excluding damage as a result of negligence, abuse, misuse, and/or acts of God. Normal and customary service charges shall apply for the diagnosis of repair or non-warranted defects. Any changes to LAN/WAN configuration or programming after acceptance is the responsibility of the customer.

Please call or email if you have questions.

Sincerely,



Eric Vander Linden
K S Telecom, Inc.
(916) 652-4735 Office ext. 220
(916) 257-4796 Cell
(916) 652-4296 Fax
evl@KSTelecomInc.com

STATEMENT OF WORK

Project Name:	Chromebook Deployment	Seller Representative:
Customer Name:	Marysville Joint Unified School District	Pat Hein
CDW Affiliate:	CDW Government LLC	866-642-8073
SOW Created Date:	August 30, 2018	pathei@cdwg.com
Version:	1	Solution Architect:
		ssmith@actcomputers.net

This statement of work ("Statement of Work" or "SOW") is made and entered into on the date signed by both parties (the "SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider", "Seller" and "we") and Marysville Joint Unified School District ("Customer" and "you").

PROJECT DESCRIPTION

PROJECT SCOPE

Work with Seller to deploy 1 Chromebook

WAREHOUSING:

- *All product will ship to Provider's secure warehouse in Elk Grove, CA
- *All work will be performed in Provider's warehouse

WHITE GLOVE SERVICE TO INCLUDE:

- *Google OS update-Provider will make sure all chromebooks are updated and all have the same version
- *Google Management- Provider will activate each device and join the unit to the proper OU and sub OU
- *SSID- Provider will join each device to the proper SSID

ASSET TAG SERVICE:

- *Asset Tagging- Provider will affix a customer provided Asset Tag to each device
- *Documentation- Provider will provide the district with a spreadsheet at the end of the project that includes;
 - -Asset tag number
 - -Site location
 - -PO number
 - -MAC address

LASER ETCH SERVICE:

- *Provider will receive a district provided logo and import it into our Etching software
- *Provider will send a proof to district for approval before etching will start
- *Provider will etch the device and send a picture to district for final approval

DELIVERY:

- *Provider will safely deliver all equipment to the proper location
- *At time of delivery a signature will be required to ensure proof of delivery
- *All delivery reports will be provided to district once all items have been delivered



ASSUMPTIONS:

1. *All units will be shipped to the District Office Warehouse
2. *District must supply us with a high resolution logo for the Etch
3. *District must approve the location of the Etch
4. *District must supply us with Asset Tags
5. *District must approve the placement of the Asset Tag

EXCLUSIONS

1. This SOW does not include any material
2. This SOW does not include green delivery
3. This SOW does not include Provider providing Asset Tags

COMPLETION OF PROJECT

*This project will be deemed complete once all product is delivered and signed for

CUSTOMERS RESPONSIBILITIES

1. This is a fixed fee project; time and materials will not be billed

PROJECT ASSUMPTIONS

1. We assume this project will take 4-5 days to complete

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("Anticipated Schedule") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW ("Total Fees") include both fees for Seller's performance of work ("Services Fees") and any other related costs and fees specified in the Expenses section ("Expenses"). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees will be calculated on a FIXED FEE basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("Unit Rate") multiplied by the number of units being provided ("Billable Units") for each unit type provided by Seller (see Table 1).

The Total Estimated Services Fees of \$14.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 1 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 1 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Price per Chromebook	\$14.00	1	\$14.00
Estimated Totals			\$14.00

The rates presented in Table 1 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("Customer-Designated Locations").

PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("Customer Components").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.
3. Both parties will treat all employee personally identifiable information as confidential per the Agreement.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("Contact Person") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of Customer's receipt of the invoice. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the SOW Created Date, except as otherwise agreed by Seller.

CHANGE ORDERS

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("Change Order").

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at www.cdwg.com (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

CDW Government LLC

By: Shawn F Luedde
Name: Shawn F Luedde
Title: Supervisor, Contract Negotiations
Date: 9/12/18

Mailing Address:

230 N. Milwaukee Ave.
Vernon Hills, IL 60061
Beth Wilcox

Marysville Joint Unified School District

By: [Signature]
Name: Michael Hodson
Title: Assisted Supt. of Business Services
Date: _____

Mailing Address:

Street: 1919 B STREET
City/ST/ZIP: Marysville, CA 95901

Billing Contact (If different than above):

Street: N/A
City/ST/ZIP: _____

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("Customer-Designated Locations").

Table 2 – Customer-Designated Locations

Location(s)	Service(s)		
Marysville Joint USD 1919 B Street Marysville, CA 95901	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design <input type="checkbox"/> Implementation	<input type="checkbox"/> Knowledge Transfer <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support	<input type="checkbox"/> Training <input type="checkbox"/> Custom Work

Appendix A.

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No. **2018-JKAE-2**

Date of Project Authorization: August 21, 2018

ARCHITECT's Project No.: **18-TBD**

This Project Authorization is issued pursuant to the "Architectural Services Agreement- Master Agreement", dated May 29, 2018 (pending final executed date) by and between the Marysville Joint Unified School District and JK Architecture Partnership, Inc. dba. JK Architecture Engineering, Inc. (hereinafter referred to as the 'Agreement'), and is considered an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize JK Architecture Engineering, Inc. (hereinafter referred to as the 'ARCHITECT') to provide professional services on the following project:

1. PROJECT DESCRIPTION

1.1 Project: New Modular Kinder Classroom Complex (4 classrooms)

1.2 Location(s): Edgewater Elementary School

2. SCOPE OF WORK / BUDGET / SCHEDULE

2.1 Work Statement: JKAE will provide Architectural and Engineering services to assist District with installation of (1) new modular kinder classroom building (4 classrooms) to be set on permanent foundation at grade. Complex will be located near the front of the campus and will include accessible path of travel connection to public right of way, new kinder play yard with landscaping/irrigation, and utility connections to site. Scope also includes Fire Alarm design and connection to campus-wide system.

2.2 Initial Construction Budget: *(see attached preliminary budget sheet – Appendix B...costs below include a four-classroom option with 4 restrooms.*

Estimated Site Work:	\$730,400
Estimated Modular Classroom:	\$1,061,100
Estimated Construction Contingency (5%)	\$89,575
Estimated Total Construction Cost:	\$1,881,075

Note: Proposal is based on option as described above in 2.1 and Appendix B.

2.3 Preliminary Schedule Milestones:

- Schematic Design: 3-4 weeks
- Construction Documents: 6-8 weeks
- DSA/Agency Approval: Presume DSA over-the-counter
- Bid Support: 4 weeks
- Construction Administration: 12 weeks

3. ARCHITECT'S SERVICES & CONSULTANTS

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

Marysville Joint Unified School DISTRICT
MJUSD Edgewater Elementary School – Modular Kinder Complex

Business Services Department

Approval: 

Date: 9-13-18

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- ☐ ~~Pre-Design~~
- X Site Analysis
- X Schematic Design
- ☐ ~~Design Development~~ (included within Construction Document Phase)
- X Construction Documents
- X Bidding and/or Negotiation
- X Construction Administration
- X Post-Construction
- ☐ Other

- 3.2 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as part of the base fee:

Civil Engineer: Warren Consulting Engineers, Inc.
Electrical/Fire Alarm Engineer: The Engineering Enterprise

- 3.3 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as additional fee (fee basis to be identified herein):

Mechanical/Plumbing Engineer: NA
Cost Estimating: Sierra West (site work only...modular costs by modular vendor)
Civil Engineer: Grading, Drainage, and Wet Utilities
Structural Engineer: NA...footings and building structural engineering by modular vendor
Theater Consultant: NA
Audio/Visual Consultant: NA
Acoustic Engineer/Designer: NA
Traffic Engineer: NA
Pool Consultant: NA
Energy Consultant: NA

4. ARCHITECT's COMPENSATION

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

- 4.1 The ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.
- 4.2 The DISTRICT shall compensate the ARCHITECT in accordance with the Agreement and this Authorization.

- 4.2.1 For ARCHITECT's Services, compensation shall be computed as follows:

Schematic Design	(25%)	\$40,723
Construction Documents	(40%)	\$65,155
DSA/Agency Review	(5%)	\$8,145
Bidding and Negotiations	(5%)	\$8,145
Construction Administration	(25%)	\$40,723
Total Fixed Phased Fee:		\$162,891

Fee Notes: See Appendix C for Fee Contractual Fee Calculation.

The following Engineering Fees are included in the Total Fixed Phased Fee above.

Civil Engineer:	\$16,620
Electrical Engineer:	\$7,200
Landscape Architect:	\$9,800
Cost Estimator:	\$2,240
Reimbursable Expenses:	\$1,000.00

TOTAL NOT-TO-EXCEED COMPENSATION \$163,891.00

4.2.2 For Additional Services, compensation shall be determined per the Agreement.

4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement and may not exceed 5% of the compensation for ARCHITECT's Services per 4.2.1.

4.2.4 The ARCHITECT's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated on the project schedule.

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

5.1 The ARCHITECT shall be paid additional fee for the following services: Fire Sprinkler design is not anticipated based on preliminary code research and is therefore excluded from this proposal. Storm Water Pollution Prevention Plan is not anticipated given site development of less than 1 acre.

5.2 Special provisions for this project include: None

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

Civil Engineer:	Warren Consulting Engineers
Electrical/Fire Alarm Engineer:	The Engineering Enterprise
Landscape Architect:	Yamasaki Landscape Architecture
Cost Estimator:	Sierra West

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

Mike Hodson, Assistant Superintendent of Business Services

Date: _____

JK Architecture Engineering, Inc.
11661 Blocker Drive, Suite 220
Auburn, CA 95603

A handwritten signature in black ink, appearing to read "Chris Vicencio", with a long horizontal stroke extending to the right.

Name: Chris Vicencio, AIA, NCARB, LEED AP, DBIA
CA Architecture License # C-26985
Title: Partner

Date: August 21, 2018

Appendix B

MJUSD - Edgewater 4 Kindergarten Classrooms
Preliminary Project Cost Estimate



8/21/2018

	Full Title 5 Compliance - Restrooms All Units/4 Larger Classroom Units
Base Cost - AMS Proposal (7/18/2018)	\$ 944,700
<u>Alternates - AMS Proposal</u>	
In-Plant Stucco	\$ 32,320
Cabinets	\$ 39,680
Mechanical Units (Indoor Bard)	\$ 44,400
Subtotal - Alternates	\$ 116,400
Modular Building Total - Construction Cost	\$ 1,061,100
Square Footage - SF	\$ 5,760
Cost per SF	\$ 184
Est. Sitework- including utilities, playground equip., wood chips at play areas, fencing, realignment of drop-off area, etc.	\$ 500,000
Foundation Constructed by General Contractor	\$ 164,000
Sitework Subtotal	\$ 664,000
Design Contingency - Sitework Only 10%	\$ 66,400
Sitework Total - Construction Cost	\$ 730,400
Sitework + Building Total	\$ 1,791,500
Construction Contingency (Change Orders, etc.) 5%	\$ 89,575
Total Construction Hard Costs - Est. Construction Costs - Building and Sitework	\$ 1,881,075
Soft Costs - DSA Fees, Inspections, A & E Fees, etc. 25%	\$ 470,269
Total Project Costs	\$ 2,351,344

Appendix C

Marysville JUHSD

JK Architecture Engineering - Edgewater Modular Kinder Fee Calculation

Modular	\$40,000	4%	\$1,600
Modular	\$960,000	9%	\$86,400
Modular/Site	\$881,075	8.50%	\$74,891
Total Fixed Fee	\$1,881,075		\$162,891

Fixed Fee Notes:

- 1) Fixed fee is calculated using the contractual scale as detailed in Article X, page 14 of prime District/Architect Agreement dated 6/26/2018.

termination by the DISTRICT.

6. In the event the DISTRICT fails to make timely payment, and after supplying all supporting documents requested by the DISTRICT, the ARCHITECT may, upon thirty (30) days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the ARCHITECT within thirty (30) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
7. In the event of termination not due to the fault of ARCHITECT, the ARCHITECT shall be compensated for services satisfactorily performed up until the date of notice of termination, plus any reimbursable expenses then due.
8. The DISTRICT and ARCHITECT agree that if the DISTRICT does not receive State funding for the Project, the DISTRICT may terminate this Agreement and neither party shall have any obligations whatsoever to the other party under this Agreement.

ARTICLE X COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT in one of the following methods:

- A. For designated services, as described in the PA, compensation shall be computed by one or more of the following methods for the particular services determined in advance by the ARCHITECT and DISTRICT. The parties hereto mutually agree to an annual review of Compensation Methods to consider appropriate adjustments in the percentage amounts stated therein.

1. Percentage of Construction Cost for New Construction and Additions:
Compensation shall be based upon a percentage of construction cost as follows:

- | | |
|----|--|
| A. | Nine percent (9%) of the first One Million Dollars (\$1,000,000) of computed cost. |
| B. | Eight and one-half percent (8-1/2%) of the next One Million Dollars (\$1,000,000) of computed cost. |
| C. | Eight percent (8%) of the next One Million Dollars (\$1,000,000) of computed cost. |
| D. | Seven percent (7%) of the next Four Million Dollars (\$4,000,000) of computed cost. |
| E. | Six percent (6%) of the next Four Million Dollars (\$4,000,000) of computed cost. |
| F. | Five and one-half percent (5.5%) of computed cost in excess of Eleven Million Dollars (\$11,000,000). |
| G. | Four percent (4%) of the first Forty thousand Dollars (\$40,000) of the cost of factory built portables. (Building cost only, all non-building costs and building costs beyond Forty Thousand Dollars (\$40,000) shall be included in Items A-F above). This is for standard buildings only and does not include custom or modified buildings. |

2. Compensation for Re-use of Plans for new construction and addition projects shall be reduced from the full fee calculation to reflect savings due to re-use of existing documents as follows:

- A. 35% fee or otherwise mutually agreed reduction for buildings only during Schematic Design Phase.
- B. 35% fee or otherwise mutually agreed reduction for buildings only during Design Development Phase.
- C. 35% fee or otherwise mutually agreed reduction for buildings only during Construction Document Phase.
- D. All other fees for buildings (DSA approval, Bidding and Construction Administration) shall be full fee.

Grant Award Notification

GRANTEE NAME AND ADDRESS Dr. Gay Todd, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901 Attention Amber Watson, RD, SNS Program Office Nutrition Services Telephone 530-749-6178 Name of Grant Program Fresh Fruit and Vegetable Program				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				18	14968	7273	01
				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
				Resource Code	Revenue Object Code		Yuba
				5370	8220		INDEX
							0190
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$188,714.45		\$188,714.45	0	10-1-18	6-30-19	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
10.582	7CA310CA1	Fresh Fruit and Vegetable Program			USDA		

Dear Superintendent Todd:

I am pleased to inform you that you have been funded for the Fresh Fruit and Vegetable Program.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) within 10 days to:

Saucerae Gans, Analyst
Nutrition Services Division
California Department of Education
1430 N Street, Suite 4503
Sacramento, CA 95814-5901

California Department of Education Contact Saucerae Gans		Job Title Analyst
E-mail Address sgans@cde.ca.gov		Telephone 916-323-6775
Signature of the State Superintendent of Public Instruction or Designee Tom Torlakson		Date August 8, 2018

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent Mike Hodson	Title Asst Superintendent of Business Services
E-mail Address mhodson@mjusd.com	Telephone 530-749-6115
Signature [Signature]	Date 9/11/18

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2018-19 Fresh Fruit and Vegetable Program Award Recipients—Second Allocation

California Department of Education
Nutrition Services Division

Aug-18

COUNTY NAME	LOCAL EDUCATIONAL AGENCY	SCHOOL/SITE	GRANT NUMBER	AMOUNT
Yuba	Marysville Joint Unified School District	Cedar Lane Elementary School	18-14968-7273-01	\$25,993.85
Yuba	Marysville Joint Unified School District	Dobbins Elementary School	18-14968-7273-01	\$1,892.10
Yuba	Marysville Joint Unified School District	Ella Elementary School	18-14968-7273-01	\$32,300.85
Yuba	Marysville Joint Unified School District	Johnson Park Elementary School	18-14968-7273-01	\$19,371.50
Yuba	Marysville Joint Unified School District	Kynoch Elementary School	18-14968-7273-01	\$37,256.35
Yuba	Marysville Joint Unified School District	Linda Elementary School	18-14968-7273-01	\$37,391.50
Yuba	Marysville Joint Unified School District	Mary Covillaud Elementary School	18-14968-7273-01	\$27,976.05
Yuba	Marysville Joint Unified School District	Yuba Feather Elementary School	18-14968-7273-01	\$6,532.25
				\$188,714.45

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September 13, 2018

TO: Gay Starkey, Ed.D., Superintendent
FROM: Jennifer Hicks
Assistant Superintendent
RE: MOU - Preliminary Administrative Services Credential Program

MJUSD
Supt Office
SEP 17 2018
Received by Im

The following person has been admitted to the Placer County Office of Education's Preliminary Administrative Services Credential Program and began instruction on August 25, 2018:

Jennifer Campbell

Please review the attached MOU and return with your signature to the attention of my secretary Bonnie Boone at the address below.

Any questions can be directed to the PCOE Preliminary Administrative Services Credential office:
530-745-1485.

Thank you,

Jennifer Hicks
Assistant Superintendent, Curriculum & Instruction

Placer County Office of Education 360 Nevada Street, Auburn, CA 95603
P 530.889.8020, F 530.888.1367, www.placercoe.k12.ca.us



Preliminary Administrative Services Credential Program

MEMORANDUM OF UNDERSTANDING (MOU)

August 1, 2018 – June 30, 2019

This Memorandum of Understanding (MOU) is between the **Placer County Office of Education's (PCOE) Preliminary Administrative Services Credential Program (PASCP)** and the **Marysville Joint Unified School District**. The Placer County Office of Education will serve as the provider for a comprehensive, Preliminary Administrative Services Credential Program for the education community in the Placer County Region. The **Marysville Joint Unified School District** will partner with the **PCOE PASCP** to collaboratively support candidates from the **Marysville Joint Unified School District** and shape the work of the program in an effort to meet district needs, as well as support participants at all levels. Together with other partner school districts and National University, we will address the growing leadership needs of the region.

This memorandum is intended to define the roles and responsibilities of the **PCOE PASCP** and the **Marysville Joint Unified School District** in order to provide clear, open communication and a seamless system of growth and support for our aspiring administrators. Once signed by both parties, this MOU is in effect.

The PCOE PASCP agrees to:

- Provide a high-quality, rigorous and integrated instructional program that includes: 154 hours of in class instruction, 77 hours of online learning and guided fieldwork, including a significant leadership project for a total of 231 hours.
- Coordinate program and ensure alignment to CA leadership standards and integration of program components in an interdependent system.
- Recruit, hire, support and evaluate program staff.
- Evaluate candidate readiness and recommend participants for their Preliminary Administrative Services Credential to the California Commission on Teacher Credentialing (CTC) upon successful completion of the program.
- Notify Superintendent or designee of successful completion of participants in Preliminary Administrative Services Credential Program.

Marysville Joint Unified School District agrees to:

- Provide an appropriate administrator to serve as district advisor to each candidate to support and guide him/her around his or her leadership project.
- Support the candidate by providing access to district administrators for interviews, providing information about, and access to, data, documents, meetings and activities that will support their professional growth as an aspiring leader.
- Upon successful completion of program, apply the candidate's participation in the program to the organization's current policy/practice regarding advancement on the certificated salary schedule.

Other conditions PCOE PASCP and Marysville Joint Unified School District agree to:

HOLD HARMLESS AND IDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other party and its employees, officers, and agents from and against all liability or claims for injury or damage to persons or property arising out of or from the breach of this Agreement, or from any negligent or intentional acts or omissions of either party, its employees, officers, and agents, in connection with the performance of this Agreement.

The undersigned represent all collaborative partners of the **PCOE PASCP** and commit to insuring the successful implementation, monitoring, and assistance needed for completion of the program.

PCOE PASCP

Marysville Joint Unified School District


Gayle Garbolino-Mojica
County Superintendent of Schools

Gay Todd, Ed.D.
Superintendent

Starkey

8/8/18
Date

Date

Marysville Joint Unified School District

Resolution 2018-19/11

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

WHEREAS, the Board of Trustees of the Marysville Joint Unified School District held a public hearing on September 25, 2018, at 5:30 PM in order to comply with the requirements of *Education Code* Section 60119, 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 Board of Trustees provided at least a ten (10) day 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 Board of Trustees encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing; and

WHEREAS, information provided at the public hearing and to the Board of Trustees at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district; 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 attached addendum; and

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; and

NOW, THEREFORE, BE IT RESOLVED that for the 2018-19 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 Board of Trustees of the Marysville Joint Unified School District on September 25, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Starkey, Superintendent
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

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Marysville Joint Unified School District Current Core Programs

2015 Reading/Language Arts/English Language Development Adoption

McGraw Hill, World of Wonders, ©2015, Gr. TK

McGraw Hill, Wonders, ©2015, Gr. K-6

Intervention: 2015 Reading/Language Arts/English Language Development Adoption

McGraw Hill, Reading Wonderworks, ©2015, RSP K-6

McGraw Hill, FLEX, ©2015, SDC 3-5

Reading/Language Arts/English Language Development Board Approval 7-8

EMC Publishing, LLC, Mirrors & Windows: Connecting with Literature, ©2016, Gr. 7-8, 5/9/17

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

EMC Publishing, LLC, Mirrors & Windows: Connecting with Literature, ©2016, Gr. 9-12, 5/9/17

Worth Publishers, Hollywood Goes to High School, (Film as Literature, English 12) ©2005, 6/23/15

Intervention: Reading/Language Arts/English Language Development Adoption 9-12

Pearson, Inspire Literacy, iLit45, ©2018, 2/27/18

Advanced Placement Reading/Language Arts/English Language Development Board Approval 9-12

Bedford - St. Martin's, Literature & Composition, AP, ©2011, 6/23/15

Bedford - St. Martin's, Conversations in American Literature: Language, Rhetoric, Culture, AP, ©2014, 7/28/2015

Bedford - St. Martin's, 50 Essays: A Portable Anthology, AP, ©2011, 9/10/2013

2006 History/Social Science K-8

Pearson Scott Foresman, Scott Foresman History-Social Science for California, ©2006, Gr. K-5

Pearson Scott Foresman and Prentice Hall: California History-Social Science: myWorld Interactive ©2019, Gr. 6-8, 5/22/18

History/Social Science Board Approval 9-12

World History: Pearson World History, The Modern World ©2016, Gr. 9-12, 5/22/18

US History: Pearson United States History, The Twentieth Century ©2016, Gr. 9-12, 5/22/18

Economics: Pearson Economics, Principles in Action ©2016, Gr. 9-12, 5/22/18

Civics: Pearson Magruder's American Government ©2016, Gr. 9-12, 5/22/18

Advanced Placement History/Social Science Board Approval 9-12

Longman - Pearson, Government in America: People, Politics, and Policy 15th Edition AP Edition, ©2011, 2/3/2016

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2018-19/13

DISPOSAL OF SURPLUS AND WORN FOOD SERVICE EQUIPMENT

WHEREAS, the Marysville Joint Unified School District Nutrition Services accumulates worn and obsolete food service equipment; and

WHEREAS, the Marysville Joint Unified School District Nutrition Services desires to dispose of said surplus and worn food service equipment; 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 dispose of food service equipment through public/private sale, donation, recycle, or discard for the 2018-19 school year.

PASSED AND ADOPTED THIS 25TH DAY OF September 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Starkey, Superintendent
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees



Marysville Joint Unified School District

Surplus Food Service Equipment

September 2018

<u>Quantity</u>	<u>Item Description</u>	<u>Purchase Date</u>	<u>Location</u>
2	Freezer, 3 door, reach-in, on casters	09/13/2006	Covillaud
1	Dishwasher	1999	Warehouse
1	Water heater	6/27/2001	Warehouse

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2018-19/14

**PROCLAIMING OCTOBER 15-19, 2018
"NATIONAL SCHOOL LUNCH WEEK"**

WHEREAS, the National School Lunch Program has served our nation admirably for over 60 years through advanced practices and nutrition education; and

WHEREAS, the National School Lunch Program is dedicated to the health and well-being of our nation's children; and

WHEREAS, the National School Lunch Program has been joined through the years by many other excellent child feeding programs; and

WHEREAS, there is evidence of continued need for nutrition education and awareness of the value of school nutrition programs; and

NOW, THEREFORE, BE IT RESOLVED that the Marysville Joint Unified School District joins with the School Nutrition Association in proclaiming the week of October 15-19, 2018 as NATIONAL SCHOOL LUNCH WEEK.

PASSED AND ADOPTED THIS 25TH DAY OF September 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Starkey, Superintendent
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

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**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
RESOLUTION NO. _____**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE

**PRESCRIBING THE TERMS AND AUTHORIZING THE ISSUANCE OF BONDS OF
THE DISTRICT; APPROVING FORMS OF AND AUTHORIZING EXECUTION AND
DELIVERY OF A FIRST SUPPLEMENTAL PAYING AGENT AGREEMENT, A BOND
PURCHASE AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE, AND AN
OFFICIAL STATEMENT; AUTHORIZING DISTRIBUTION OF THE OFFICIAL
STATEMENT AND SALE DOCUMENTS; AND AUTHORIZING EXECUTION OF
NECESSARY CERTIFICATES AND RELATED ACTIONS**

WHEREAS, pursuant to California Education Code sections 5304, 5322 and 15264 et seq., Article XIII A, Section 1(b), and Article XVI, Section 18(b), of the California Constitution, the Board of Trustees (the "Board") of the Marysville Joint Unified School District (the "District") adopted its Resolution No. 2007-08/54 on June 24, 2008 (the "Election Resolution"), ordering a school bond election, which was then regularly held in the District on November 4, 2008 (the "2008 Election");

WHEREAS, the measure for incurring bonded indebtedness (commonly referred to as "Measure P"), which was fully described in the Election Resolution, was submitted to the voters at the election and abbreviated on the ballot as follows:

MEASURE P: To continue improving the quality of education in local schools and protecting the safety of our children, by repairing, replacing or updating fire alarm systems, worn-out roofs, outdated classrooms and science labs, plumbing and heating/air conditioning systems; and to help qualify for State matching funds for school modernization and construction, shall the Marysville Joint Unified School District issue \$47,000,000 of bonds at legal interest rates, with independent citizens' oversight and audits, and no money for administrators' salaries?

WHEREAS, the returns of the election were thereafter canvassed pursuant to law and the Certificate of Election received from the Registrars of Voters of Yuba County and Butte County authenticated that more than 55% (the amount required for passage) of the votes cast were in favor of issuing the general obligation bonds (the "Bonds");

WHEREAS, on August 25, 2009 the District issued the first series of the Bonds authorized by the electors, designated as the "Marysville Joint Unified School District (Yuba County, California) General Obligation Bonds, Election of 2008, Series 2009" (the "Series 2009 Bonds"), in an aggregate principal amount of \$34,433,776.80;

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WHEREAS, the Board has determined that it is now necessary and desirable to issue a second and final series of the Bonds authorized by the electors in an aggregate principal amount not to exceed \$12,566,223 to be designated as the “Marysville Joint Unified School District (Yuba County, California) General Obligation Bonds, Election of 2008, Series 2018” (the “Series 2018 Bonds”) to finance the acquisition, construction, and improvement of school facilities according to the terms and in the manner hereinafter set forth;

WHEREAS, it is contemplated that the Series 2018 Bonds will be comprised of current interest bonds and capital appreciation bonds;

WHEREAS, this Resolution was publicly and properly noticed as an information item on the agenda for the Board’s meeting on September 25, 2018, and the Board has separately been provided with the items described below, as required by Section 53508.5 of the California Government Code and Section 15146(b)(2) and(c) of the California Education Code, because it is anticipated that a portion of the Series 2018 Bonds will be issued as bonds that allow for the compounding of interest (i.e., capital appreciation bonds) as provided above:

- an analysis containing the total overall cost of the Series 2018 Bonds that allow for the compounding of interest,
- a comparison to the overall cost of issuing only current interest bonds, and
- the reason bonds that allow for the compounding of interest are being recommended;

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of the Series 2018 Bonds of the District; and

WHEREAS, the indebtedness of the District, including the proposed issuance of the Series 2018 Bonds, is within all limits prescribed by law.

NOW, THEREFORE, be it resolved by the Board of Trustees of the Marysville Joint Unified School District, as follows:

Section 1. Recitals. The Board hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Series 2018 Bonds; Issue Requested. The Board hereby requests the County of Yuba (the “County”) issue on its behalf the Series 2018 Bonds in an aggregate principal amount not to exceed \$12,566,223. The estimated costs of issuance of the Series 2018 Bonds (including estimates of compensation for the underwriter) are estimated to be \$290,000. The premium for bond insurance, to be purchased by the underwriter of the Series 2018 Bonds at the underwriter’s option and expense only if financially efficient, is not expected to exceed \$74,000. The District is issuing the Series 2018 Bonds pursuant to the terms of Article 4.5, Chapter 3, Part 1, Division 1, Title 1 of the California Government Code (commencing with Section 53506). Other terms and conditions of the Series 2018 Bonds and their execution, issuance, and sale, not prescribed by Article 4.5 referred to above, shall be governed by the relevant provisions of the Government Code and Education Code.

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The term of the Series 2018 Bonds shall be no longer than 30 years, and specifically, no longer than 25 years for capital appreciation bonds. The final maturity of the Series 2018 Bonds shall not exceed August 1, 2047. The estimated repayment ratio for the Series 2018 Bonds is expected to be 2.5 to 1. It is estimated that over the term of the Series 2018 Bonds total assessed value of taxable property within the District is expected to increase by 3.5% annually.

Section 3. Approval of First Supplemental Paying Agent Agreement. The Board hereby approves the form of the First Supplemental Paying Agent Agreement (the “Paying Agent Agreement”) between the District, the County, and The Bank of New York Mellon Trust Company, N.A. (the “Paying Agent”), as presented to this meeting and on file with the Clerk of the Board. The President, Vice President, Clerk, and Secretary of the Board, the Superintendent, and the Assistant Superintendent of Business Services (the “Designated Officers”), or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the Paying Agent, the Paying Agent Agreement in substantially that form, with such changes therein as the Designated Officer or Officers executing the Paying Agent Agreement, with the advice of Parker & Covert LLP (“Bond Counsel”), may require or approve. The execution of the Paying Agent Agreement by a Designated Officer or Officers shall constitute conclusive evidence of such officer’s or officers’ and the Board’s approval of such changes. The date, respective principal amounts of each maturity, the interest rates, interest payment dates, denominations, form, registration privileges, place or places of payment, terms of redemption, and other terms of the Series 2018 Bonds shall be as provided in the Paying Agent Agreement, as finally executed.

Section 4. Approval of Method of Sale and Bond Purchase Agreement. The Board hereby approves the form of the Bond Purchase Agreement (the “Bond Purchase Agreement”) between the District, the County, and Piper Jaffray & Co. (the “Underwriter”), and further authorizes the sale of the Series 2018 Bonds to the Underwriter pursuant to the terms of the Bond Purchase Agreement. The Board hereby further authorizes the sale of the Series 2018 Bonds with an underwriter’s discount in an amount not to exceed 0.70% of the principal amount of the Series 2018 Bonds. Upon the recommendation of KNN Public Finance (the “Financial Advisor”), the Designated Officers, and each of them individually, on behalf of this Board, are hereby authorized to negotiate the final terms of the sale of the Series 2018 Bonds with the Underwriter, and to execute and deliver the Bond Purchase Agreement to the Underwriter. The method of sale described above has been selected by the Board because it offers greater flexibility than a public sale process in setting and changing the time and terms of the sale.

Section 5. Approval of Continuing Disclosure Certificate. The Board hereby approves the form of the Continuing Disclosure Certificate relating to the Series 2018 Bonds (the “Continuing Disclosure Certificate”), as presented to this meeting and on file with the Secretary of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the other parties thereto, the Continuing Disclosure Certificate in substantially that form, with such changes therein as the Designated Officer or Officers executing the Continuing Disclosure Certificate, with the advice of Bond Counsel, may require or approve. The execution of the Continuing Disclosure Certificate by a Designated Officer or Officers shall constitute conclusive evidence of such officer’s or officers’ and the Board’s approval of such changes.

Section 6. Official Statement. The Board hereby approves the form of the Preliminary Official Statement relating to the Series 2018 Bonds (the "Preliminary Official Statement"), with such additions, changes, and deletions as permitted hereunder and under applicable law (the "Official Statement"), presented to this meeting and on file with the Secretary of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized and directed to execute the final Official Statement in substantially that form, with such changes as the Designated Officer or Officers, upon the advice of the Financial Advisor may require or approve. The execution of the final Official Statement by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes. The Board hereby authorizes and directs the Underwriter to distribute copies of the Preliminary Official Statement to parties who may be interested in the purchase of the Series 2018 Bonds, and authorizes and directs the Underwriter to deliver copies of the final Official Statement to all purchasers of the Series 2018 Bonds. The Board hereby authorizes and directs the Designated Officer or Officers to deliver to the Underwriter certification to the effect that the Board deems the Preliminary Official Statement, with such changes approved by the Designated Officer or Officers, to be final and complete as of its date, except for certain final pricing and related information that may be omitted pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

Section 7. Valid Obligations. The Board hereby determines that all acts and conditions necessary to be performed by the District or to have been met precedent to and in the issuing of the Series 2018 Bonds in order to make them legal, valid, and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Series 2018 Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit of the District are hereby pledged for the timely payment of the principal and interest on the Series 2018 Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Series 2018 Bonds.

Section 8. Paying Agent's Fees. In accordance with Education Code section 15232, the District hereby requests the Board of Supervisors of the Yuba County (the "County") to include within the annual tax levy for the Series 2018 Bonds the fees and expenses payable to the Paying Agent.

Section 9. Building Fund and Tax Collection Fund. (A) **Building Fund.** The District hereby requests that the Yuba County Treasurer and Tax Collector (the "Treasurer") establish and create and/or maintain the "Marysville Joint Unified School District, Series 2018 Building Fund," (the "Building Fund") and keep the fund separate and distinct from all other District and County funds. The District hereby further requests that the Treasurer deposit the proceeds of the sale of the Series 2018 Bonds (except any premium or accrued interest received from the sale) into the Building Fund for use by the District to pay the costs of the school facilities described in the bond measure approved by the voters of the District and costs of issuance of the Series 2018 Bonds.

(B) **Series 2018 Bond Interest and Sinking Fund.** The District hereby requests that the Treasurer establish and create and/or maintain the "Marysville Joint Unified School District, Bond Interest and Sinking Fund (the "Bond Interest and Sinking Fund"), and keep the fund separate and

distinct from all other District and County funds. The District hereby further requests that the Treasurer deposit any premium received from the sale of the Series 2018 Bonds into the Bond Interest and Sinking Fund. The District hereby further requests that the Treasurer withdraw from the Bond Interest and Sinking Fund and transfer to the Paying Agent at the times requested by the District the amounts required to pay debt service on the Series 2018 Bonds, and to pay the fees and expenses of the Paying Agent.

Section 10. Identification of Professionals Involved. The Board hereby approves the firm of KNN Public Finance, to act as financial advisor; The Bank of New York Mellon Trust Company, N.A., to act as Paying Agent; and the firm of Parker & Covert LLP, to act as bond and disclosure counsel to the District, with respect to the sale and delivery of the Series 2018 Bonds.

Section 11. Official Intent. The District intends to undertake the construction, repair and acquisition of school facilities and equipment, described in the bond measures, to serve the District (the "Improvements"). The District intends to use the proceeds of its Series 2018 Bonds described in this Resolution to finance the Improvements. The District expects to pay certain capital expenditures (the "Reimbursement Expenditures") in connection with the Improvements prior to the issuance by it of the indebtedness for the purpose of financing the costs of the Improvements on a long-term basis. The District reasonably expects that the Series 2018 Bonds debt obligations will be issued by it for the purpose of financing the cost of the Improvements on a long-term basis and that certain of the proceeds of such debt obligations will be used to reimburse the District for the Reimbursement Expenditures.

The Board hereby declares the District's official intent to use a portion of the proceeds of the proposed indebtedness to reimburse the District for the Reimbursement Expenditures. The foregoing statement is a declaration of official intent that is made under and only for the purpose of establishing compliance with the requirements of Treasury Regulations section 1.150-2 and Section 54A(d)(2)(D) of the Internal Revenue Code of 1986, as amended.

Section 12. Authorization of Officers to Execute Documents. The Board hereby authorizes and directs the Designated Officers or their respective designees, and each of them individually, to do any and all things, to take any and all actions, and to execute and deliver any and all documents that they may deem necessary or advisable, including to apply for and purchase a municipal bond insurance policy, in order to complete the sale, issuance, and delivery of the Series 2018 Bonds, and otherwise to carry out, give effect to, and comply with the terms and intent of this Resolution. All actions heretofore taken by such officers and staff that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

Section 13. Effective Date. This resolution shall take effect immediately upon its passage.

[Signature Page Follows]

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APPROVED, PASSED, AND ADOPTED on October __, 2018, by the Marysville Joint Unified School District Board of Trustees, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

**MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT**

By: _____
Randy L. Rasmussen
President of the Board of Trustees

ATTEST:

By: _____
Gay Starkey, Ed.D.
Secretary of the Board of Trustees

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Marysville Joint Unified School District

September 11, 2018



Measure P Update – Series 2018

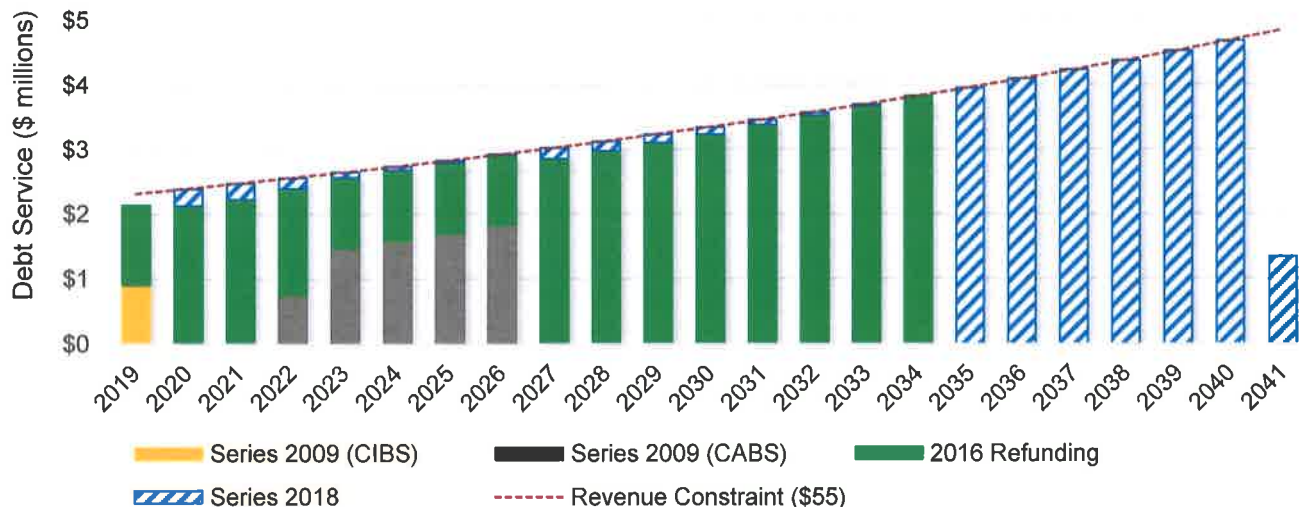
Description	Series 2018
Issuance Date	October 2018
Par Amount	\$12,565,119.65
Par: CIBS	\$855,000.00
Par: CABS	\$11,710,119.65
Final Maturity	8/1/2041
Estimated Net Debt Service	\$28,768,032.13
Estimated True Interest Cost	4.49%
Payback Ratio	Approx. 2.5 : 1
Bond Type	Current interest bonds and capital appreciation bonds

Baseline Assumptions:

\$55 / \$100k AV tax rate (election pledge)

Annual AV growth: 3.50%

Measure P – Debt Service Overview



Marysville Joint Unified School District

September 11, 2018



Series 2018 – Current Interest Bonds Only

Description	Series 2018
Issuance Date	October 2018
Par Amount	\$12,565,119.65
Final Maturity	8/1/2041
Estimated Net Debt Service	\$22,092,595.85
Estimated True Interest Cost	3.76%
Payback Ratio	1.76 : 1
Bond Type	Current interest bonds only

Baseline Assumptions:

\$55 / \$100k AV tax rate (election pledge)

Annual AV growth: 3.50%

Debt Service – Current Interest Bonds Only

