

# High School Textbook/Instructional Materials Adoption

☒ Primary Textbook/Materials    ☐ Supplemental Textbook/Materials  
(Intervention and acceleration Materials Exempt)    ☐ Updated Version  
(previously board approved)    ☐ Novel

For use beginning with the semester of: ☒ Fall    ☐ Spring    Year: 2019

Textbook(s)/Material(s) Title: Veterinary Assisting Fundamentals & Applications

Author(s): Beth Vanhorn & Robert W Clark

Publisher: Delmar Cengage    Copyright: 2011

ISBN: 13: 978-1-4354-5387-6    Hard Copy Cost: \_\_\_\_\_

Site Funding Source: \_\_\_\_\_    Digital Cost: \_\_\_\_\_

Grades: 12    Projected # of books: 40

Course Title(s): Animal Science 2    Course ID(s): \_\_\_\_\_

Does this textbook(s)/material(s) contain information that a parent/guardian or student may find objectionable?

☐ Yes, \_\_\_\_\_    ☒ No

Does this textbook(s)/material(s) cover the California content standards?

☒ Yes, thorough coverage/alignment    ☐ Yes, moderate coverage/alignment  
(Supplemental materials may be required.)

☐ Meets the legal compliance requirements of 60040 – 60048 and 60052

☐ Meets the intent of board policy and administrative regulation 6161.1

Submitted by: Amanda Farrah-Schohr    Date: 6/5/19

Approved by:

New primary and supplemental textbooks REQUIRE Department & Site Principal agreement that these instructional resources will be the materials used in all courses with the same content/course ID throughout the district

Lindhurst High School Department Chair [Signature]    Date: 6/6/19

Lindhurst High School Principal [Signature]    Date: 6/6/19

Marysville High School Department Chair [Signature]    Date: 6/5/19

Marysville High School Principal [Signature]    Date: 6/5/19

Reviewed by:

	By Phone	By Email	In Person	Date
<input checked="" type="checkbox"/> Marysville Charter Academy Principal	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>6-11-19</u>
<input checked="" type="checkbox"/> South Lindhurst High School Principal	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>6-11-19</u>
<input checked="" type="checkbox"/> Community Day School Principal	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>6-11-19</u>
<input checked="" type="checkbox"/> District Parent Advisory Committee			<input checked="" type="checkbox"/>	<u>6-12-19</u>

Approved by CTE Advisory Committee

☐ District School Board Approval    Date: \_\_\_\_\_



**CONTRACT SERVICES AGREEMENT**  
**Educational Services –Testing Consultant**

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 6/25/19 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Roseann VanDerAa (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 **2019-2020** commencing from **July 2019 – June 2020**

**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 **SIX THOUSAND THREE HUNDRED THIRTY-SIX AND NO CENTS (\$6,336.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

**1.4 PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of **FIVE HUNDRED TWENTY EIGHT AND NO CENTS (\$528.00)** as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within **THIRTY (30)** calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **FORTY-**

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

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

## II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Representative, 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, Roseann VanDerAa 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 it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind**

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

#### IV. INDEMNIFICATION

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

#### V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
  - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. The DISTRICT may exercise any other available and lawful right or remedy.

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

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

## VI. MISCELLANEOUS PROVISIONS



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



**CONTRACTOR:**  
Roseann VanDerAa  
1428 Avocet Drive  
Plumas Lake, CA 95961

Phone: 530-742-8952  
Fax:  
Email: rvanderaa@mjustd.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: Roseann VanDerAa

Name: Roseann VanDerAa

Title: Testing Consultant

## Exhibit A Scope of Work

### District Testing Facilitation Consultant 2019-2020 School Year (PFT and AP/BI)

#### August

##### PFT

Final PFT data correction window closes  
Package PFT reports for distribution to sites with parent notification letter  
Second and final PFT data correction window opens  
Individual student reports arrive  
Individual and district reports uploaded to CDE

#### September

##### PFT

PFT Coordinator Designation Form online,. Fill it out for online submission.  
Notify Superintendent to check her email to approve the form  
Email all sites 2018-19 PFT Facilitator list to up date their PFT Facilitator for 2019-20 school year

#### October

All Testing Info  
Final information for CALPADS day with Richard

##### PFT

Email site coordinators on up coming dates, webinars, and additional information as it comes in from contractor. Keep

#### November

##### PFT

PFT Coordinator Designation Form due. Form to be filled out online for Superintendent to approve  
Apportionment Forms  
Start arriving for CAASPP and ELPAC  
Forms must be filled out and signed by District Superintendent and mailed by Certified/return receipt requested by December for funds to be available to district.

#### December

Apportionment Forms  
Mail District Superintendent signed to CDE for CAASPP and ELPAC (forms must be mailed Certified and return receipt requested by end of December)

#### January

##### PFT

Webinar on 2020 PFT test training  
Ensure data collection forms are distributed to all school sites

CAASPP  
Apportionment form will be sent to district  
Have District Superintendent sign  
Mail form Certified and return receipt requested  
Prepare training packets for PFT training in February  
Email PFT site coordinators and site administration of PFT training in February

**February**

PFT  
Notify sites PFT testing window opens. Sites can begin collecting data for the PFT before the test materials arrive

CAASPP  
Assist with District training for CAASSP testing as needed

**March**

PFT  
Run reports for 5<sup>th</sup>, 7<sup>th</sup> and 9<sup>th</sup> grade from all sites  
Upload Pre-ID file for PFT

**April**

PFT  
Assemble testing instruction to be sent to sites for 5<sup>th</sup>, 7<sup>th</sup> and 9<sup>th</sup> grade testing.  
Inventory materials and package for sites with testing instructions.  
Email sites on delivery of test materials, testing dates and return to district dates

**May**

PFT  
Check with sites on testing progress and remind them of date due at district  
Check materials to see if hand bubbles are correct  
Package materials for scoring pickup  
Take box to Warehouse for pickup with bill of lading

AP/BI

Email all High Schools that 2018-19 Advanced Placement (AP/BI) AP Exam Invoice: State Copy and 2019-20 School Worksheet are due in the Testing Office by June 5, 2020

**June**

AP/BI  
Reminder email to all High Schools that tested to send their signed State Invoice and school worksheet to the testing office by June 5<sup>th</sup>  
Complete district worksheet using school site worksheets  
Submit district online worksheet form by June 14<sup>th</sup>  
Printed form must have District Superintendent signature  
Mail District form and all site forms by June 30<sup>th</sup>

PFT

Make online correction as needed and able to correct  
District results must be uploaded to CDE by June 30<sup>th</sup>

**Testing Facilitation Consultant On Going Duties**

Enter all test scores for students in to Aeries as they arrive in our district

Assist sites and other districts with older PFT/CAASPP scores for students as needed

Provide sites copies of student's original test results as needed

Assist sites with missing reports through Aeries for PFT/CAASPP





**CONTRACT SERVICES AGREEMENT**  
**Educational Services – EL/RFEP/ELPAC Support/Testing Consultant**

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into on 6/25/19 (hereinafter, the “Effective Date”), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”) and Roseann VanDerAa (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 **2019-2020** commencing from **July 2019 – June 2020**

**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 **FIFTEEN THOUSAND TWO HUNDRED SEVENTY-NINE DOLLARS AND NO CENTS (\$15,279.00)** (hereinafter, the “**Not-to-Exceed Sum**”), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR’s performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

**1.4 PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of **ONE THOUSAND TWO HUNDRED AND SEVENTY THREE DOLLARS AND TWENTY FIVE CENTS (\$1,273.25)** as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR’s monthly compensation is a function of hours works by CONTRACTOR’s personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within **THIRTY (30)** calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed

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

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

## II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Representative, Lennie Tate (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby, Roseann VanDerAa 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 it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

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



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

## V. TERMINATION

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

### 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
  - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. The DISTRICT may exercise any other available and lawful right or remedy.

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

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## VI. MISCELLANEOUS PROVISIONS

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

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

**CONTRACTOR:**  
Roseann VanDerAa  
1428 Avocet Drive  
Plumas Lake, CA 95961

Phone: 530-742-8952  
Fax:  
Email: rvanderaa@mjuds.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: Roseann VanDerAa

Name: Roseann VanDerAa

Title: Testing Consultant



Exhibit A  
Scope of Work

**July – October**

Make contacts with all sites on scheduling and EL Facilitators names  
Schedule (2) ELPAC Initial Test Administration and Scoring trainings for EL facilitators and retired teachers (during summer)  
Schedule ELPAC Initial Test Administration and Scoring trainings at school sites (3-4 trainings)  
Assist with ELPAC Initial Assessment Testing and Scoring from August 28 through September 22, 2018.  
Monitor ELPAC testing schedule with sites. Only Initial students to be tested with ELPAC  
Spreadsheet on sites completed and numbers tested  
Send extra test materials as needed to sites  
Assist with testing at all school sites  
Hand score all Initial ELPAC tests. Provided sites hand scored EL levels so TBD in Aeries can be changed to IFEP or EL  
ELPAC Summative Assessment (SA) training October, at SCOE, Sacramento  
First EL Facilitators Meeting/Training in September  
Posttest reports

**November – January**

Attend new Summative ELPAC test training in Sacramento  
Review RFEP procedures (making sure sites understand how district benchmarks are used)  
Test results to sites  
End of year report  
Start sites on Reclassifications new 2019-20 CAASPP scores  
Arrange site visits to assist with RFEP paperwork/monitoring forms  
Process RFEP forms send to District Superintendent for her signature  
Add students name, SSID#, BD, and date of RFEP to Reclassification spreadsheet.  
Enter students RFEP information in to Aeries  
Inventory ELPAC materials for all sites upon arrival  
Start ELPAC Summative training, two all-day will be needed to cover all grade levels  
Notify sites of ELPAC materials delivery  
Work with testing team and others on sites needing help with testing

**February**

EL Facilitators meeting/training to make sure all on going EL forms are understood  
Spread Sheet on sites  
Collate with ELPAC/CAASP and grades  
Process RFEP forms and enter data in Aeries  
Arrange for site visits to review ongoing EL forms

**March**

Visit sites to assist with reclassifications  
ELPAC testing with testing team at sites needing assistance with oral testing.  
Process RFEP forms and enter data  
Proof hand bubbled answer docs as they come in from all sites (SSID#, BD, etc.)

#### April – June

ELPAC testing with testing team at sites needing assistance with oral testing through April.  
EL Facilitator Meeting April – follow up on Reclassification progress at sites  
Proof hand bubbled answer docs as they come in from all sites (SSID#, BD, IA-AA etc.)  
Assist sites with Reclassification paper work  
Process RFEP forms and enter data into Aeries and District 2019-20 RFEP List  
Festival of Reclassifications for 2019-20  
Set up trainings on ELPAC Initial testing materials  
Fill out header sheets for all grade levels by site  
Fill out Master SGID sheets for all sites  
Package and label all scorable materials boxes  
Call for scoring materials pickup (with box count)  
Collect all remaining ELPAC materials from sites for return to EDS for destruction

#### EL/RFEP/ELPAC Support/Consultant On Going Duties 2019-20 School Year

##### EL Facilitators meeting/trainings

Duties of Facilitators  
CALPADS  
HLS, Ed. Codes  
Parent Forms  
Monitoring with sites  
Visit with sites to assist with EL Forms and Reclassification  
EL Facilitators Trainings/Meetings prep of materials and handouts for September, January and May

##### CALPADS

EL Placement  
Instruction  
Review Reclassification  
Make sure no changes are made in Aeries without checking with Richard Dech

##### Reclassifications

On going through out the year  
June –Festival of Reclassification  
Review for needed criteria (scores – ELPAC, District Benchmarks/CAASPP, grades, teacher and principal signature)

##### Consult

Work with sites on new students to be marked as “T” not “EL” before ELPAC testing  
Work with sites on entering US school enter dates  
With Special Ed. / EL on Home Language Surveys  
Collect, Monitor of waivers and withdraws in the district  
Work with sites on Green EL Folders, EL stickers for cums  
Reclassification paperwork for Green folder and RFEP stickers for cums  
Work with sites on Primary Language test materials needed  
(Spanish and Hmong)

##### ELPAC

Process monthly Initial tests with scoring on ELPAC site and entering scores into Aeries.  
Enter scores on monthly out of window ELPAC testing into Aeries.  
Enter monthly scores from EDS on testing done monthly for new students  
Assist other districts that request ELPAC scores of student that have moved  
ELPAC Summative testing with testing team at all schools needing assistance with testing.

Check hand bubbling, for SSID and other info. Grade level and Master SGID  
Sheets, package test materials and call for pickup.  
Package non-used ELPAC materials for return to EDS for destruction.



## SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

**To:** Lennie Tate, Executive Director of Educational services

**From:** Mrs. Gabriela Rios, Executive Director

**Date:** June 6, 2019

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: Cedar Lane Elementary School
- C. 841 Cedar Lane, Olivehurst, CA 95961
- D. Period of Performance: August 27, 2019- September 3,10,17,24, 2019 and Oct 1,8,15,22 , 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 Michael \_\_\_\_\_  
HODSON Date

Parent Institute Representative: \_\_\_\_\_  
Mrs. Gabriela Rios, Executive Director PIQE

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Abe Lincoln (50)</b>				
P19-03698	AMAZON.COM	MIS Graduation	01-4300-1100	809.87
P19-03903	AMAZON.COM	Step tracker PE	01-4300-1100	1,126.86
P19-03924	HUST BROTHERS INC	Helium Tank Rental	01-5630-0000	134.87
P19-03968	AMAZON.COM	MIS Graduation	01-4300-1100	102.51
<b>Total Location</b>				<b>2,174.11</b>
<b>Location Arboga Elementary (01)</b>				
P19-03729	AMAZON.COM	Classroom Supplies/WARNER Rm 13	01-4300-0003	203.47
P19-03730	Edco Awards & Specialties	PBIS Student Intervention/Incentives	01-4300-0003	259.28
P19-03731	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies/2nd Gr	01-4300-3010	464.31
P19-03735	AMAZON.COM	Classroom Supplies/JONES RM 18	01-4300-3010	291.35
P19-03799	SIGNWORX	PBIS/VETTE	01-4300-0003	3,297.30
P19-03850	AMAZON.COM	Classroom Supplies/WARNER	01-4300-3010	825.95
P19-03852	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies/HANSEN Rm 4	01-4300-3010	27.05
P19-03853	AMAZON.COM	Classroom Supplies/LAGORIO Rm 21	01-4300-3010	403.21
P19-03854	AMAZON.COM	Classroom Supplies	01-4300-0003	351.54
P19-03855	AMAZON.COM	Student Attendance Incentive Prizes/OFFICE	01-4300-1100	247.24
P19-03874	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies/HANSEN Rm 4	01-4300-3010	23.80
P19-03882	AMAZON.COM	Classroom Supplies/HANSEN RM 4	01-4300-3010	129.84
P19-03896	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies/HANSEN Rm 4	01-4300-1100	36.77
P19-03933	PEAP-ACA Orders	6th Grade AWARDS	01-4300-1100	701.00
P19-03946	AMAZON.COM	Classroom Enrichment WIN/KINDER	01-4300-3010	1,185.08
P19-03949	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	WIN/Enrichment/XIONG Rm 9	01-4300-3010	56.27
P19-03950	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	WIN/Enrichment/XIONG Rm 9	01-4300-3010	115.80
P19-03983	TROXELL COMMUNICATIONS INC	Projector/PA System/VETTE	01-4450-0003	10,342.60
P19-03986	AMAZON.COM	Classroom Supplies/XIONG Rm9	01-4300-1100	205.61
P19-03988	Really Good Stuff, LLC	Classroom Supplies/HANSEN Rm 4	01-4300-0003	32.91
P19-03991	AMAZON.COM	Classroom Supplies /Lagonio	01-4300-0003	67.75
P19-03993	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies/1st Gr	01-4300-0003	297.63
P19-03994	AMAZON.COM	Classroom Supplies/XIONG Rm 9	01-4300-0003	178.52
P19-03995	AMAZON.COM	Classroom Supplies Tech/KINDER	01-4300-3010	671.00

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

ESCAPE

ONLINE

Page 1 of 22

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Arboga Elementary (01) (continued)</b>				
P19-03998	PERFECTION LEARNING	Classroom Supplies/2nd Grade	01-4300-0003	2,356.90
P19-03999	SCHOLASTIC, INC. C/O Scholastic Teacher Store	Classroom Supplies/2nd Grade	01-4300-0003	1,402.31
P19-04006	AMAZON.COM	WIN Technology/KINDER	01-4300-3010	452.69
P19-04008	AMAZON.COM	Sound bar for classroom smart board	01-4300-3010	142.87
P19-04036	Oliver Worldclass Labs	Smartboard	01-4410-3010	5,641.75
P19-04037	TROXELL COMMUNICATIONS INC	Smartboard Rails	01-4410-3010	1,260.03
P19-04041	GREENFIELD LEARNING, INC MULTIMEDIA SYSTEMS FOR TRAIN. Lexia Reading Core5 Program		01-5801-3010	11,000.00
P19-04135	CDW-G COMPUTER CENTER	Otteboxes for iPads	01-4300-0003	780.05
<b>Total Location</b>				<b>43,451.88</b>
<b>Location Browns Valley Elementary (03)</b>				
P19-03687	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kinder reading tools	01-4300-0003	113.34
P19-03943	AMAZON.COM	Classroom supplies	01-4300-1100	41.11
P19-03967	AMAZON.COM	classroom supplies	01-4300-1100	142.22
P19-03979	SCHOOL MATE	4/5 support supplies	01-4300-0003	266.40
P19-04020	Jones School Supply Co., Inc.	Awards	01-4300-9010	32.46
<b>Total Location</b>				<b>595.53</b>
<b>Location Business Services (106)</b>				
P19-04100	SUTTER COUNTY SCHOOLS INTERNAL BUSINESS DEPT	Tri County Induction Program 2018/2019	01-5801-0004	110,390.00
P19-04104	NCSIG	Claim #190161 04/12/19 Property Damage	01-5451-0000	2,505.64
<b>Total Location</b>				<b>112,895.64</b>
<b>Location Cedar Lane Elementary (05)</b>				
P19-03685	PENWORTHY / MEDIA SOURCE	Library	01-4200-1100	1,196.40
P19-03688	VERIZON WIRELESS	iPad 9.7 128 GB Jill Segner 530-788-2514	01-4300-1100	402.94
P19-03689	VERIZON WIRELESS	iPad 9.7 32 GB Monica Reyna 530-632-0149	01-4300-1100	301.79
P19-03690	VERIZON WIRELESS	iPad 9.7 32 GB Ryan Inouye 530-788-2513	01-4300-1100	301.79
P19-03980	CDW-G COMPUTER CENTER	Laptops	01-4410-0003	9,908.48
<b>Total Location</b>				<b>12,111.40</b>
<b>Location Charter Academy For Fine Arts (42)</b>				
P19-03804	SACRAMENTO THEATRICAL LIGHTING	Light Rental	09-5630-0000	685.00
P19-03805	Simon M. Dahm	Sound	09-5890-0000	1,817.37

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

ESCAPE

ONLINE

Page 2 of 22

30



ReqPay11h

## Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Charter Academy For Fine Arts (42) (continued)</b>				
P19-03838	GOVCONNECTION, INC.	Projector Bulb	09-4300-0000	138.95
P19-03848	AMAZON.COM	Supplies - Weisgerber	09-4300-0000	13.94
P19-03876	MUSIC THEATRE INTERNATIONAL	Supplies - Drama	09-4300-0000	55.48
P19-03885	CROWN AWARDS	Supplies - Graduation	09-4300-0000	133.84
P19-03900	CROWN AWARDS	Supplies - Awards	09-4300-0000	1,221.81
P19-03901	Precision Private Security	Security 4/26/19 - 5/5/19	09-5890-0004	2,830.50
P19-03935	AMAZON.COM	Supplies - SWAT	09-4300-9010	322.99
P19-03997	SWEETWATER-MUSIC TECHNOLOGY DIRECT	Supplies - Music	09-4300-1100	848.68
P19-04049	J's Party Rentals & Decor	Chair Rental	09-5630-0000	510.00
P19-04050	SACRAMENTO THEATRICAL LIGHTING	Rental	09-5630-0000	4,500.00
<b>Total Location</b>				<b>13,078.56</b>
<b>Location Child Development (51)</b>				
P19-03723	Learning Genie Inc.	Learning Genie App	12-5801-6105	11,236.05
P19-03733	AMAZON.COM	Weighted Blankets	12-4300-6105	2,949.74
P19-03736	AMAZON.COM	ARB Pre supplies Maribel Gardia	12-4300-6105	406.08
P19-03737	AMAZON.COM	Kynoch Preschool Supplies Carmen Mota	12-4300-6105	425.79
P19-03738	LOVING GUIDANCE, INC	DO Child Development Kathy Woods	12-4300-6105	591.60
P19-03741	APPLE COMPUTER INC	iPads 128GB	12-4300-6105	873.84
P19-03771	YUBA COUNTY OFFICE OF ED ATTN: EVELYN ARCURI	Staff Development Training with Thelma Amaya	12-5801-6105	500.00
P19-03772	4Imprint, Inc.	Logo imprint items	12-4300-6105	3,534.24
P19-03775	CAPITOL BUILDERS HARDWARE INC	Dutch Doors for ALL Preschool Sites	12-5642-6105	24,715.36
P19-03778	SchoolsIn	Linda Preschool Linda Duenas Rm.302	12-4300-6105	446.05
P19-03783	SchoolsIn	Linda Preschool Bernie Room 303	12-4300-6105	1,053.61
P19-03789	AMAZON.COM	Preschool Supplies	12-4300-6105	257.64
P19-03795	SchoolsIn	Yuba Feather Preschool Rhonda Lococo	12-4300-6105	913.04
P19-03796	SchoolsIn	Covillaud Preschool Griselda Madrid Room A	12-4300-6105	984.59
P19-03797	SchoolsIn	Olivehurst Preschool	12-4300-6105	2,333.80
P19-03798	SchoolsIn	Olivehurst Preschool Kang Rm A	12-4300-6105	205.76
P19-03801	SchoolsIn	Ella Preschool Mary Cress	12-4300-6105	527.33
P19-03802	SchoolsIn	Kynoch Preschool Carmen Mota	12-4300-6105	1,361.60

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

ESCAPE

ONLINE

Page 3 of 22

31

ReqPay11h

## Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location: Child Development (51) (continued)</b>				
P19-03803	SchoolsIn	Cedar Lane Preschool Dao Scott	12-4300-6105	857.64
P19-03843	PLAY WITH A PURPOSE	Kynoch Pre Supplies Carmen Mota	12-4410-6105	632.00
P19-03847	AMAZON.COM	DO Child Development Kathy Woods	12-4300-6105	449.90
P19-03849	AMAZON.COM	Kathy Woods - Sensory Signals book	12-4300-6105	53.26
P19-03851	KAPLAN SCHOOL SUPPLY	YF Pre-Rhonda Kaplan supplies	12-4300-6105	1,928.03
P19-03861	Strictly for Kids	Kynoch Pre Supplies Carmen Mota	12-4410-6105	932.74
P19-03923	LOVING GUIDANCE, INC	DO Child Development Kathy Woods	12-4300-6105	756.76
P19-03947	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom supplies	12-4410-6105	756.67
P19-04004	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Pre Supplies Rm A Griselda Madrid	12-4410-6105	756.67
P19-04005	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Ella Pre Supplies Mary Cress	12-4410-6105	756.67
P19-04007	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT Fridge for EMCC		12-4410-5025	1,070.59
P19-04048	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kynoch PRE Supplies Carmen Mota	12-4410-6105	756.67
<b>Total Location</b>				<b>63,023.72</b>

**Location: Community Day School (54)**

P19-03984	Oliver Worldclass Labs	Smartboard	01-4410-3010	6,079.27
-----------	------------------------	------------	--------------	----------

**Location: Cordua Elementary (07)**

P19-03707	Terrapin	STEM Bee Bots	01-4300-3010	560.33
P19-03709	AMAZON.COM	STEM Bee Bot Starter	01-4300-3010	216.45
P19-03712	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kinder Order	01-4300-3010	922.11
P19-03713	AMAZON.COM	STEM Kinetic Sand	01-4300-3010	153.78
P19-03714	AMAZON.COM	Math Games	01-4300-3010	61.12
P19-03716	AMAZON.COM	Assembly Incentives	01-4300-0003	45.82
P19-03722	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Items - Sanchez, O'Brien, Pires	01-4300-3010	1,384.08
P19-03724	SCHOLASTIC	Scholastic Book Order	01-4200-3010	343.61
P19-03766	READ NATURALLY	Read Naturally Subscription	01-5801-3010	1,872.00
P19-03773	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Listening Center Packs and Classroom Items	01-4300-3010	1,330.65
P19-03829	Really Good Stuff, LLC	Really Good Stuff Order	01-4300-0003	187.52
P19-03912	AMAZON.COM	Library Books	01-4300-3010	975.94
<b>Total Location</b>				<b>8,053.41</b>

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

ESCAPE

ONLINE

Page 4 of 22

32

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Covillaud Elementary (09)</b>				
P19-03881	OFFICE DEPOT B S D	COV - Admin supplies	01-4300-1100	47.20
P20-00005	MobyMax, LLC	COV - License/subscription	01-5801-0003	4,995.00
<b>Total Location</b>				<b>5,042.20</b>
<b>Location Custodial Supervisor (206)</b>				
P19-04025	HILLYARD - SACRAMENTO	Wet Dry Vac / MCAA	01-4410-0000	830.23
P19-04129	HILLYARD - SACRAMENTO	Custodial	01-4320-0000	2,162.02
P19-04130	HILLYARD - SACRAMENTO	Custodial	01-4320-0000	698.18
<b>Total Location</b>				<b>3,690.43</b>
<b>Location Dobbins Elementary (11)</b>				
P19-03932	KING CLOTHING	T-Shirts	01-4300-0004	190.95
<b>Location Edgewater Elementary (12)</b>				
P19-03711	AMAZON.COM	Teacher Resources	01-4300-0003	55.18
P19-03732	Raptor Technologies, LLC	Raptor Badges	01-4300-1100	216.50
P19-03765	TROXELL COMMUNICATIONS INC	Short Throw Projectors, mounts, and doc cams	01-4300-0004	724.19
			01-4410-0004	5,798.25
			01-4410-1100	1,476.15
P19-03794	AMAZON.COM	Teacher Resources	01-4300-0003	889.15
P19-03890	APPLE COMPUTER INC	iPad 32gb	01-4300-3010	8,216.69
P19-03892	APPLE COMPUTER INC	iPad 32gb	01-4300-0003	11,503.36
P19-03944	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-3010	13,995.13
P19-04035	PERMA BOUND	LIBRARY eBOOKS	01-5801-0003	4,271.12
P19-04043	AMAZON.COM	CUSTODIAL	01-4320-0000	462.22
P19-04045	AMAZON.COM	CUSTODIAL	01-4320-0000	85.52
<b>Total Location</b>				<b>47,693.46</b>
<b>Location Ella Elementary (13)</b>				
P19-03708	Teacher Synergy, Inc. Purchase Order Dept.	Supplies	01-4300-0003	183.19
P19-03710	OFFICE DEPOT B S D	Supplies	01-4300-0003	49.45
P19-03725	OFFICE DEPOT B S D	Supplies	01-4300-0003	153.28
P19-03726	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Supplies	01-4300-0003	172.90

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

ESCAPE

ONLINE

Page 5 of 22

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Ella Elementary (13) (continued)</b>				
P19-03727	AMAZON.COM	Supplies	01-4300-0003	75.09
P19-03728	Teacher Synergy, Inc. Purchase Order Dept.	Supplies	01-4300-0003	35.44
P19-03767	WEST MUSIC	Music Supplies	01-4300-0004	239.07
P19-03787	OFFICE DEPOT B S D	Support Supplies	01-4300-1100	271.48
P19-03845	AMAZON.COM	Supplies	01-4300-0003	10.81
P19-03857	OFFICE DEPOT B S D	Ergonomic Recomm	01-4300-1100	87.54
P19-03860	Education.com	Classroom Subscription	01-5801-0004	160.00
P19-03902	AMAZON.COM	Supplies	01-4300-1100	125.46
P19-03929	CTM Sound	Acoustic Treatment	01-4450-1100	13,704.71
P19-03981	DISCOVERY EDUCATION	Meng Xiong	01-5801-3010	3,033.33
P19-04002	OFFICE DEPOT B S D	Bulletin Board	01-4300-0004	99.57
P19-04051	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS (Clothing Order		01-4300-9010	235.00
<b>Total Location</b>				<b>18,636.32</b>
<b>Location Foothill Intermediate (35)</b>				
P19-03839	AMAZON.COM	Photography Supplies	01-4300-0004	31.01
P19-03842	AMAZON.COM	Athletics	01-4300-0004	324.66
P19-03928	AMAZON.COM	FH - SPED	01-4300-6500	337.96
P19-03992	AMAZON.COM	Mic holder	01-4300-1100	8.61
P19-04038	WOODWIND AND BRASSWIND	Music Supplies	01-4300-0004	345.79
P19-04039	J.W. PEPPER & SON, INC	Music	01-4300-0004	289.71
<b>Total Location</b>				<b>1,337.74</b>
<b>Location Grounds (65)</b>				
P19-03815	TWIN CITIES TREE SERVICE	Grounds/Maint/Ella School	01-5801-8150	14,999.00
P19-03816	Garton Tractor, Inc.	Grounds	01-5801-0000	452.75
P19-03820	RIEBES AUTO SUPPLY	Grounds	01-4300-0000	63.86
P19-03823	TRACTOR SUPPLY COMPANY	Grounds	01-5642-0000	1,515.49
P19-03886	Citrus Heights Mower	Grounds	01-4410-0000	3,188.25
P19-03973	WESTERN TREE NURSERY, INC	Grounds	01-4300-0000	60.33
P19-04026	LINDA FIRE PROTECTION DISTRICT	GROUNDS/WEED ABATEMENT	01-5801-0000	3,600.00
<b>Total Location</b>				<b>23,879.68</b>

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

ESCAPE

ONLINE

Page 6 of 22

34

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Indian Education (108)</b>				
P19-03746	Val Shadowhawk	YSPW Workshop	01-5801-4510	800.00
P19-03747	EUGENE NEWMAN	YSPW Workshop	01-5801-4510	756.00
P19-03748	Rea Diane Cichocki-Fowler	YSPW Workshop	01-5801-4510	350.00
P19-03749	JONATHAN DANIELS SOUTHERN BROTHERS	YSPW Workshop	01-5801-4511	1,200.00
P19-03750	Miyo One Arrow	YSPW Workshop	01-5801-4511	1,200.00
P19-03751	Elias Avelar	YSPW Workshop	01-5801-4511	350.00
P19-03752	Brianna Reyes	YSPW Workshop	01-5801-4511	550.00
P19-03753	Davinique Perez	YSPW Workshop	01-5801-4511	250.00
P19-03754	Shonnie Bear	YSPW Workshop	01-5801-4511	400.00
P19-03761	TERRITORIAL DISPATCH	Legal Ad	01-5890-4510	112.50
P19-03763	TWIN CITIES EQUIPMENT RENTAL	NATIVE PEOPLE'S HISTORY DAY	01-5630-4510	150.00
P19-03959	Larry Harrison	YSPW Workshop	01-5801-4511	550.00
P19-03960	Karen Harrison	YSPW Workshop	01-5801-4511	350.00
P19-04033	Hunter Johnson	YSPW Workshop	01-5801-4511	400.00
P19-04034	James Smith	YSPW Workshop	01-5801-4511	300.00
<b>Total Location</b>				<b>7,718.50</b>

<b>Location Instruction (IMC) (110)</b>				
P19-03717	OFFICE DEPOT B S D	Office supplies	01-4300-0000	447.82
P19-04054	MCGRAW-HILL SCHOOL EDUCATION	TK World of Wonders 2019-2020 DO	01-4100-0004	.01
P19-04055	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders reorder 2019-2020 ARB	01-4100-0004	.01
P19-04056	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders reorder 2019-2020 BVS	01-4100-0004	.01
P19-04057	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders reorder 2019-2020 CLE	01-4100-0004	.01
P19-04058	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders reorder 2019-2020 COR	01-4100-0004	.01
P19-04059	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders reorder 2019-2020 COV	01-4100-0004	.01
P19-04060	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders reorder 2019-2020 DOB	01-4100-0004	.01
P19-04061	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders reorder 2019-2020 EDG	01-4100-0004	.01
P19-04062	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders reorder 2019-2020 ELA	01-4100-0004	.01
P19-04063	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders reorder 2019-2020 JPE	01-4100-0004	.01
P19-04064	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders reorder 2019-2020 KYN	01-4100-0004	.01
P19-04065	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders reorder 2019-2020 LIN	01-4100-0004	.01

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

ESCAPE

ONLINE

Page 7 of 22

35

ReqPay11h

## Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Instruction (IMC) (110) (continued)</b>				
P19-04066	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders reorder 2019-2020 LRE	01-4100-0004	.01
P19-04067	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders reorder 2019-2020 OLV	01-4100-0004	.01
P19-04068	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders reorder 2019-2020 YFS	01-4100-0004	.01
P19-04069	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders reorder 2019-2020 FHS	01-4100-0004	.01
P19-04070	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders reorder 2019-2020 MCK	01-4100-0004	.01
P19-04071	Houghton Mifflin Harcourt	K-6 Go Math! reorder 2019-2020 ARB	01-4100-0004	.01
P19-04072	Houghton Mifflin Harcourt	K-6 Go Math! reorder 2019-2020 BVS	01-4100-0004	.01
P19-04073	Houghton Mifflin Harcourt	K-6 Go Math! reorder 2019-2020 CLE	01-4100-0004	.01
P19-04074	Houghton Mifflin Harcourt	K-6 Go Math! reorder 2019-2020 COR	01-4100-0004	.01
P19-04075	Houghton Mifflin Harcourt	K-6 Go Math! reorder 2019-2020 COV	01-4100-0004	.01
P19-04076	Houghton Mifflin Harcourt	K-6 Go Math! reorder 2019-2020 DOB	01-4100-0004	.01
P19-04077	Houghton Mifflin Harcourt	K-6 Go Math! reorder 2019-2020 EDG	01-4100-0004	.01
P19-04078	Houghton Mifflin Harcourt	K-6 Go Math! reorder 2019-2020 ELA	01-4100-0004	.01
P19-04079	Houghton Mifflin Harcourt	K-6 Go Math! reorder 2019-2020 JPE	01-4100-0004	.01
P19-04080	Houghton Mifflin Harcourt	K-6 Go Math! reorder 2019-2020 KYN	01-4100-0004	.01
P19-04081	Houghton Mifflin Harcourt	K-6 Go Math! reorder 2019-2020 LIN	01-4100-0004	.01
P19-04082	Houghton Mifflin Harcourt	K-6 Go Math! reorder 2019-2020 LRE	01-4100-0004	.01
P19-04083	Houghton Mifflin Harcourt	K-6 Go Math! reorder 2019-2020 OLV	01-4100-0004	.01
P19-04084	Houghton Mifflin Harcourt	K-6 Go Math! reorder 2019-2020 YFS	01-4100-0004	.01
P19-04085	Houghton Mifflin Harcourt	K-6 Go Math! reorder 2019-2020 FHS	01-4100-0004	.01
P19-04086	Houghton Mifflin Harcourt	K-6 Go Math! reorder 2019-2020 MCK	01-4100-0004	.01
P19-04087	Houghton Mifflin Harcourt	GR 7-8 Go Math! 2019/20 Reorder FHS	01-4100-0004	.01
P19-04088	Houghton Mifflin Harcourt	GR 7-8 Go Math! 2019/20 Reorder MCK	01-4100-0004	.01
P19-04089	Houghton Mifflin Harcourt	GR 7-8 Go Math! 2019/20 Reorder YGS	01-4100-0004	.01
P19-04090	Cardea Services	Positive Prevention Plus Curriculum 2019-2020	01-4100-0004	12,202.68
P19-04091	CENGAGE LEARNING	9-12 Big Ideas Math:MHS Reorder	01-4100-0004	.01
P19-04092	CENGAGE LEARNING	9-12 Big Ideas Math:LHS Reorder	01-4100-0004	.01
P19-04093	CENGAGE LEARNING	9-12 Big Ideas Math:SLHS Reorder	01-4100-0004	.01
P19-04094	CENGAGE LEARNING	9-12 Big Ideas Math:CDS Reorder	01-4100-0004	.01

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

ESCAPE

ONLINE

Page 8 of 22

36



ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Instruction (IMC) (110) (continued)				
P19-04095	CENGAGE LEARNING	9-12 Big Ideas Math:IS Reorder	01-4100-0004	.01
P19-04096	CENGAGE LEARNING	9-12 Big Ideas Math:DO Reorder	01-4100-0004	.01
P19-04097	Houghton Mifflin Harcourt	GR 7-8 Go Math! 2019/20 DO	01-4100-0004	.01
P19-04098	MCGRAW-HILL SCHOOL EDUCATION	K-6 Wonders reorder 2019-2020 DO	01-4100-0004	.01
P19-04099	Houghton Mifflin Harcourt	K-6 Go Math! 2019/20 Reorder DO	01-4100-0004	.01
P19-04107	MCGRAW-HILL SCHOOL EDUCATION	K-5 HSS Adoption 2019-20 ARB	01-4100-0004	32,514.62
P19-04108	MCGRAW-HILL SCHOOL EDUCATION	K-5 HSS Adoption 2019-20 BVS	01-4100-0004	14,995.01
P19-04109	MCGRAW-HILL SCHOOL EDUCATION	K-5 HSS Adoption 2019-20 CLE	01-4100-0004	33,155.68
P19-04110	MCGRAW-HILL SCHOOL EDUCATION	K-5 HSS Adoption 2019-20 COR	01-4100-0004	10,838.21
P19-04111	MCGRAW-HILL SCHOOL EDUCATION	K-5 HSS Adoption 2019-20 COV	01-4100-0004	39,837.08
P19-04112	MCGRAW-HILL SCHOOL EDUCATION	K-5 HSS Adoption 2019-20 EDG	01-4100-0004	35,234.08
P19-04113	MCGRAW-HILL SCHOOL EDUCATION	K-5 HSS Adoption 2019-20 ELA	01-4100-0004	41,274.43
P19-04114	MCGRAW-HILL SCHOOL EDUCATION	K-5 HSS Adoption 2019-20 JPE	01-4100-0004	24,772.58
P19-04115	MCGRAW-HILL SCHOOL EDUCATION	K-5 HSS Adoption 2019-2020 KYN	01-4100-0004	52,112.63
P19-04116	MCGRAW-HILL SCHOOL EDUCATION	K-5 HSS Adoption 2019-20 LIN	01-4100-0004	43,352.83
P19-04117	MCGRAW-HILL SCHOOL EDUCATION	K-5 HSS Adoption 2019-20 LRS	01-4100-0004	10,838.21
P19-04118	MCGRAW-HILL SCHOOL EDUCATION	K-5 HSS Adoption 2019-20 OLV	01-4100-0004	30,436.22
P19-04119	MCGRAW-HILL SCHOOL EDUCATION	K-5 HSS Adoption 2019-20 YFS	01-4100-0004	10,838.21
P19-04120	MCGRAW-HILL SCHOOL EDUCATION	K-5 HSS Adoption 2019-20 DO	01-4100-0004	15,441.21
P19-04123	MCGRAW-HILL SCHOOL EDUCATION	FLEX For All School 2019-20	01-4100-0004	10,817.42
P19-04124	MCGRAW-HILL SCHOOL EDUCATION	WonderWorks 2019/20 DO	01-4100-0004	2,699.38
Total Location				421,808.75

Location: Johnson Park Elementary (15)				
P19-03693	AMAZON.COM	Carpet	01-4300-1100	1,924.24
P19-03702	WEST MUSIC	Turner Music	01-4300-0003	7,250.09
			01-4300-1100	2,070.00
			01-4410-0003	689.69
P19-03740	TROXELL COMMUNICATIONS INC	Audio System	01-4410-0003	1,639.99
P19-03745	GREENFIELD LEARNING, INC MULTIMEDIA SYSTEMS FOR TRAIN. Reading Plus for Classrooms		01-5801-0003	8,566.00
P19-03824	Grizzly Custom Steel	Metal Signs	01-4300-0004	2,056.75

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

ESCAPE ONLINE  
Page 9 of 22

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

001 - Marysville Joint Unified School District

37

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Johnson Park Elementary (15) (continued)</b>				
P19-03978	PREMIER SCHOOL AGENDAS	Student agendas	01-4300-0004	841.54
P19-04040	WALKER'S OFFICE SUPPLIES	Pedestal File	01-4300-1100	240.86
P19-04133	REALLY GOOD STUFF	Ahlberg/Bruner supplies	01-4300-1100	146.64
<b>Total Location</b>				<b>25,425.80</b>
<b>Location Kynoch Elementary (17)</b>				
P19-03700	AMAZON.COM	RM 2 ART SUPPLIES FOR MONICA OAKES ART CLASSES.	01-4300-0003	514.40
P19-03756	MYERS-STEVENSON & CO INC	3RD GRADE INSURANCE FOR TR18-00316 & 00317	01-5890-9010	194.25
P19-03757	MYERS-STEVENSON & CO INC	INSURANCE FOR PRESTIGE	01-5890-9010	45.50
P19-03808	AMAZON.COM	RM 15, AMAZON ORDER!	01-4300-9010	106.63
P19-03866	CDW-G COMPUTER CENTER	Laptops	01-4410-3010	17,835.26
P19-03899	Patrick Ranch Museum	2ND GRADE CHECK REQUEST TO PATRICK RANCH	01-5890-9010	250.00
P19-03934	AMAZON.COM	OFFICE SUPPLIES FOR FILE CABINET	01-4300-1100	26.61
P19-03958	School Life	ALL SCHOOL TAGS	01-4300-0004	952.65
P19-03966	AMAZON.COM	RM 15 AMAZON ORDER	01-4300-9010	64.00
<b>Total Location</b>				<b>19,989.30</b>
<b>Location Linda Elementary (19)</b>				
P19-03719	AMAZON.COM	Toner/Klinghardt	01-4300-0003	106.90
P19-03720	AMAZON.COM	Toner	01-4300-0003	94.13
P19-03739	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Premium Wobble Chairs/Klinghardt	01-4300-0003	139.83
P19-03780	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Materials/Trower	01-4300-6500	55.00
P19-03785	AMAZON.COM	Classroom Novels	01-4300-0003	141.06
P19-03846	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Materials/Trower	01-4300-0003	661.64
P19-03880	AMAZON.COM	Award Frames	01-4300-1100	32.46
<b>Total Location</b>				<b>778.97</b>
<b>Location Lindhurst High (43)</b>				
P19-03703	Tim's Music	Classroom Supplies/Sleigh-Garcia	01-4300-7338	2,673.78
P19-03704	WOODWIND AND BRASSWIND	Classroom Supplies/Sleigh-Garcia	01-4410-7338	1,043.53
P19-03705	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh-Garcia	01-4300-7338	2,492.75
<b>Total Location</b>				<b>777.41</b>

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

ESCAPE

ONLINE

Page 10 of 22

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Lindhurst High (43) (continued)</b>				
P19-03718	AMAZON.COM	Technology Supplies	01-4300-0003	68.17
P19-03721	MJB WELDING SUPPLY	Classroom Supplies/Moss	01-4300-0004	258.52
P19-03734	TFD Unlimited, LLC	Earbuds	01-4300-0003	227.33
P19-03744	TROXELL COMMUNICATIONS INC	Classroom Supplies/Spangler	01-4300-0004	639.77
P19-03788	TROXELL COMMUNICATIONS INC	Classroom Supplies/Spangler	01-4410-0004	990.49
P19-03792	ArmorZone Athletic, LLC	Supplies/Football	01-5641-0000	589.28
P19-03793	HASTIE'S CAPITOL SAND & GRAVEL	Athletic Supplies/Baseball	01-4300-0000	860.69
P19-03827	AMAZON.COM	Frames	01-4300-0000	29.22
P19-03828	AMAZON.COM	Supplies	01-4300-0000	44.37
P19-03836	Mike Brown Grandstands, Inc.	Graduation Bleacher Rental	01-5630-0000	4,450.00
P19-03841	MARYSVILLE HIGH SCHOOL STUDENT BODY	Athletics/Track	01-4300-0000	350.00
P19-03858	HOME DEPOT	Culinary Smallwares	01-4300-0004	118.86
P19-03859	Williams Sonoma	Culinary Smallwares	01-4300-0004	121.15
P19-03863	EAST BAY RESTAURANT SUPPLY, INC.	Culinary Smallwares	01-4300-0004	6,012.45
P19-03875	AMAZON.COM	Athletic Supplies/Volleyball	01-4300-0000	770.34
P19-03879	AMAZON.COM	ID Card Printer	01-4410-0000	973.17
P19-03883	AMAZON.COM	Classroom Supplies/Smith	01-4300-0004	92.00
P19-03884	AMAZON.COM	Classroom Supplies/Smith	01-4300-0004	238.14
P19-03893	Volleyball USA	Athletic Supplies/Volleyball	01-4410-0000	3,802.80
P19-03894	INDUSTRIAL POWER PRODUCTS	Classroom Supplies/Moss	01-5641-0004	734.69
P19-03895	Future Pro Inc.	Athletic Supplies/Gym	01-4410-0000	3,795.16
			01-4410-0004	2,985.14
			01-4410-0004	2,315.27
P19-03897	TROXELL COMMUNICATIONS INC	Classroom Supplies/Spangler		
P19-03898	AMAZON.COM	Technology Supplies/Chromebook Cart Locks	01-4300-0003	92.80
P19-03936	Alive Media	Athletics/Football Field	01-4410-0004	1,154.94
P19-03945	HASTIE'S CAPITOL SAND & GRAVEL	Athletic Supplies/Softball	01-4300-0000	1,158.28
P19-03996	AMAZON.COM	Accountability Book	01-4300-0000	595.38
P19-04014	CASH & CARRY	Culinary Supplies/Summer Academy	01-4300-0004	1,056.00
P19-04015	WAL-MART COMMUNITY BRC	Culinary Supplies/Summer Academy	01-4300-0004	300.00

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

ESCAPE ONLINE

Page 11 of 22

39

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Lindhurst High (43) (continued)</b>				
P19-04031	Sac Ice	Ice Machine	01-4450-0004	7,802.09
P19-04105	ACADEMIC INNOVATIONS	Classroom Books/Careers	01-4100-0004	887.35
<b>Total Location</b>				<b>50,501.32</b>
<b>Location Loma Rica Elementary (21)</b>				
P19-03696	AMAZON.COM	Custodial Supplies	01-4320-0000	128.72
P19-03806	AMAZON.COM	Custodial Supplies	01-4320-0000	766.54
<b>Total Location</b>				<b>895.26</b>
<b>Location Maintenance (63)</b>				
P19-03770	Johnson Controls, Inc.	Maintenance/Matt Hall	01-4300-8150	346.83
			01-4410-8150	1,065.22
P19-03774	Johnson Controls, Inc.	Maintenance/MHS Aud	01-5801-8150	120.00
P19-03777	CITY OF MARYSVILLE/POLICE DEPT - ATTN: SHANNON CARROLL Alarm Permit Fees		01-5890-8150	440.00
P19-03781	CDW-G COMPUTER CENTER	Mini Desktop	01-4410-8150	1,136.63
P19-03784	KING CLOTHING	Maintenance	01-4300-8150	791.19
P19-03791	Lincoln Aquatics	Maintenance/MHS Pool	01-4410-8150	894.80
P19-03800	NATIONAL ANALYTICAL LABORATORIES, INC.	Maintenance/Ella School	01-5801-8150	985.00
P19-03821	NATIONAL ANALYTICAL LABORATORIES, INC.	Maintenance/MHS Pool	01-5801-8150	170.00
P19-03834	CRANMER ENGINEERING	Maintenance	01-5801-8150	1,500.00
P19-03835	RICHARDS TREE SERVICE	Grounds/Maintenance/Cedar Lane	01-5801-8150	2,200.00
P19-03844	NATIONAL ANALYTICAL LABORATORIES, INC.	Maintenance/Olivehurst	01-5801-8150	470.00
P19-03856	Western Bat Specialists	Maintenance/Transportation	01-5801-8150	2,200.00
P19-03904	CAL-WEST CONCRETE CUTTING, INC	Maintenance/LHS Ag shop	01-5801-8150	290.00
P19-03913	AMERICAN CHILLER SERVICE INC	Maintenance/LHS chiller	01-5801-8150	800.00
P19-03918	Guerin Backflow Testing	Maintenance/Cal Water	01-5801-8150	570.00
P19-03919	Guerin Backflow Testing	Maintenance/Linda County Water District	01-5801-8150	330.00
P19-03930	AIR FILTER SUPPLY	Maintenance/Various	01-4300-8150	1,107.42
P19-03931	TRANE COMPANY	Maintenance/Edgewater	01-4410-8150	1,104.44
P19-03948	AMAZON.COM	Maintenance/Ken T	01-4300-8150	8.67
P19-03951	BROWNSVILLE SAND & GRAVEL INC	Maintenance	01-5801-8150	300.00
P19-03952	PACE SUPPLY CORP.	Maintenance/KT	01-4410-8150	938.51

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

ESCAPE

ONLINE

Page 12 of 22

40

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location: Maintenance (63) (continued)</b>				
P19-03975	AMERICAN LEAK DETECTION	Maintenance/MHS Pool	01-5801-8150	495.00
P19-04000	THRIFTY-ROOTER-PUMPING	Maintenance/Covillaud Cafeteria	01-5801-8150	150.00
P19-04001	THRIFTY-ROOTER-PUMPING	Maintenance/MHS Room W2	01-5801-8150	75.00
P19-04003	GOLDEN BEAR ALARMS	Maintenance/Johnson Park	01-5801-8150	45.00
P19-04012	T.A. LUKER ENGINEERING	Maintenance/MHS pumps	01-5801-8150	1,000.00
P19-04046	Decor	Maintenance/stock	01-4300-8150	4,396.68
P19-04047	THRIFTY-ROOTER-PUMPING	Maintenance/MHS	01-5801-8150	150.00
P19-04121	LENNOX INDUSTRIES, INC.	MAINTENANCE	01-4300-8150	217.58
P19-04122	RAY W. JOHNSON COMPANY, INC	Maintenance/MH	01-4300-8150	67.50
P19-04131	NATIONAL ANALYTICAL LABORATORIES, INC.	Maintenance/Dry Food storage	01-5801-8150	520.00
P19-04137	GOLDEN BEAR ALARMS	Maintenance/MHS Ag Mechanics	01-5801-8150	1,025.00
P20-00001	Servpro of Auburn/Rocklin	Maintenance/Covillaud/Linda/Ella/Olivehurst	14-5642-0000	49,241.50
P20-00002	Dave Boberg Wood Floors	Maintenance/Custodial - Various Schools	01-5801-0000	19,818.00
<b>Total Location</b>				<b>94,969.97</b>
<b>Location: Marysville High (45)</b>				
P19-03684	Naviance Inc	Naviance Training	01-5801-7338	394.05
P19-03686	CITY OF MARYSVILLE/POLICE DEPT - ATTN: SHANNON JACOBSE	MHS Security	01-5801-0000	235.80
P19-03691	Courthouse Cafe	WASC Lunch	01-4300-0000	87.60
P19-03694	AMAZON.COM	Textbook	01-4300-0000	206.87
P19-03697	AMAZON.COM	Class Supplies	01-4300-0004	16.24
P19-03755	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-0004	392.29
P19-03758	AMAZON.COM	Classroom Supplies	01-4300-0004	153.11
P19-03762	TRACTOR SUPPLY COMPANY	Kennel	01-4300-0004	165.61
P19-03807	AMAZON.COM	Medical Supplies	01-4300-0004	242.19
P19-03809	AMAZON.COM	Tech Parts	01-4300-3010	89.32
P19-03811	AMAZON.COM	Supplies	01-4300-0004	585.14
P19-03817	TWIN CITY TROPHIES	MHS/Graduation Awards	01-4300-0000	300.00
P19-03818	OFFICE DEPOT B S D	Ag Mechs Supplies	01-4300-0004	233.76
P19-03819	CAROLINA BIOLOGICAL SUPPLY CO	Animal Science Supplies	01-4300-0004	607.26
P19-03822	SEPS Graphics	Graphics Ink	01-4300-0004	415.79

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

ESCAPE ONLINE  
Page 13 of 22

41

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Marysville High (45) (continued)</b>				
P19-03825	E-Z Up	Sports Med Supplies	01-4300-0004	282.99
P19-03864	CDW-G COMPUTER CENTER	Laptop, Monitor & Student Desktops	01-4410-3010	20,399.37
P19-03865	CDW-G COMPUTER CENTER	Admin Computer & Monitor	01-4410-0000	2,997.58
P19-03867	TROXELL COMMUNICATIONS INC	Document Cameras & Projectors	01-4410-3010	5,526.16
P19-03868	NWN CORPORATION	HP M402dne Printers	01-4300-3010	529.96
P19-03869	APPLE COMPUTER INC	iPads 32GB	01-4300-3010	1,314.67
P19-03870	MFASCO	MHS Welding Program	01-4300-0003	1,050.17
P19-03871	MJB WELDING SUPPLY	MHS Ag Mech Supplies	01-4300-0003	8,984.39
			01-4410-0003	10,886.30
P19-03872	Baileigh Industrial Inc	MHS Ag Mech Supplies	01-4410-0003	10,484.06
P19-03873	E-Z Up	Trainer Order	01-4410-0004	849.88
P19-03887	MEDCO SUPPLY COMPANY	Sports Med Supplies	01-4300-0004	121.35
P19-03888	PERFORM BETTER	Trainer Order	01-4300-0004	274.23
P19-03889	SCHOOL SPECIALTY	Trainer Order	01-4300-0004	1,072.94
P19-03891	CAROLINA BIOLOGICAL SUPPLY CO	Ag Science	01-4300-0004	1,365.66
P19-03907	OFFICE DEPOT B S D	College and Career Center	01-4300-7338	740.39
P19-03908	HOME DEPOT	Novel Shelves	01-4300-0004	457.56
P19-03909	NASCO	Honors Ag	01-4300-7338	2,173.90
P19-03910	TEACHER'S DISCOVERY	Spanish Supplementary Materials	01-4100-0004	713.39
P19-03911	McConkey	Classroom Supplies	01-4300-0004	253.05
P19-03914	THE MARKERBOARD PEOPLE	White Boards	01-4300-3010	1,800.42
P19-03915	CAROLINA BIOLOGICAL SUPPLY CO	Ag Science	01-4300-3010	406.84
P19-03917	AMAZON.COM	Tech Supplies	01-4300-3010	60.22
P19-03925	INTERQUEST DETECTION CANINES OF NORTH VALLEY COUNTIE	Interquest Detection Canines	01-5801-6690	700.00
P19-03926	TRX Training	Trainer Order	01-4300-0004	225.72
P19-03937	Industrial Safety Products	Trainer Order	01-4300-0004	270.55
P19-03938	Rogue Fitness	Trainer Order	01-4300-0004	2,256.09
P19-03939	Home Campus	Home Campus Software	01-5801-0000	895.00
P19-03940	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Kennel	01-4300-0004	500.00

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

ESCAPE

ONLINE

Page 14 of 22

42



ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location: Marysville High (45) (continued)</b>				
P19-03941	Herff Jones of Northern CA	Graduation Cords	01-4300-7338	811.88
P19-03942	AMAZON.COM	KVM Switch	01-4410-0000	583.47
P19-03953	HOME DEPOT	MHS Ag Mech Supplies	01-4300-0003	2,986.80
			01-4410-0003	972.09
P19-03954	HOME DEPOT	Ag Mech Supplies	01-4300-0004	1,597.96
P19-03961	GOVCONNECTION, INC.	Attendance TV	01-4410-6690	4,431.50
P19-03962	GOVCONNECTION, INC.	Career Center TV	01-4410-7338	4,431.50
P19-03970	School Health Corporation	Trainer Order	01-4300-0004	658.38
			01-4410-0004	789.66
P19-03971	THE COLLEGE BOARD-WRO	PSAT-9	01-4300-7338	2,856.00
P19-03976	GUERRA PUBLISHING	Spanish Supplementary Materials	01-4100-0004	2,106.82
P19-03977	CDW-G COMPUTER CENTER	Monitor & Laptop	01-4410-7338	1,166.52
P19-04010	AMAZON.COM	Spanish Supplementary Materials	01-4100-0004	373.10
P19-04017	Music & Arts	MHS Instruments	01-4300-0004	2,476.55
			01-4410-0004	9,413.95
P19-04018	JKEAA Music Services, LLC	MHS Music Instruments	01-4410-0004	4,357.33
P19-04019	Washington Music Sales Ctr	MHS Music Instruments	01-4300-0004	117.45
			01-4410-0004	25,414.99
P19-04021	WOODWIND AND BRASSWIND	MHS Music Instruments	01-4300-0004	2,547.99
			01-4410-0004	525.01
P19-04023	Tim's Music	MHS Music Instruments	01-4410-0004	4,726.20
P19-04030	Sac Ice	Ice Machine	01-4450-0004	7,802.09
P19-04044	Tim's Music	MHS Music Instruments	01-4410-0004	2,784.19
P19-04052	AMAZON.COM	Keyboard	01-4300-7338	49.77
P19-04101	TPRS Books	Spanish Supplementary Materials	01-4100-0004	779.40
		<b>Total Location</b>		<b>166,478.47</b>
<b>Location: McKenney Intermediate (37)</b>				
P19-03956	CDW-G COMPUTER CENTER	Toner	01-4300-1100	193.32
P19-03963	Jones School Supply Co., Inc.	8TH GRADE AWARDS	01-4300-1100	51.43
P19-03965	AMAZON.COM	BAKER	01-4300-1100	133.12

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

ESCAPE

ONLINE

Page 15 of 22

43

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location McKenney Intermediate (37) (continued)</b>				
P19-03969	AMAZON.COM	OFFICE	01-4300-1100	1,141.89
P19-03985	CDW-G COMPUTER CENTER	Projector Install Items	01-4300-1100	159.07
P19-04053	Gale Young	SHADY CREEK NURSE	01-5890-9010	800.00
<b>Total Location</b>				<b>2,478.83</b>
<b>Location Nutrition Services (73)</b>				
P19-03812	Trade Supplies, Inc.	Direct Order for Warehouse Inventory	13-9326-5310	1,949.60
P19-03813	Fat Cat Scores	Direct Order for Warehouse Inventory	13-9325-5310	3,525.12
P19-03814	LAND O' LAKES, INC	Direct Order for Warehouse Inventory	13-9325-5310	5,487.20
P19-03905	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9325-5310	204.90
<b>Total Location</b>				<b>3,799.63</b>
P19-03920	AMAZON.COM	Summer Meal Counters	13-4300-5310	46.50
P19-03921	Encore Oils	Biannual Pump of MHS Grease Trap - June 2019	13-5641-5310	125.00
P19-03964	EAST BAY RESTAURANT SUPPLY, INC.	Grant 9242018 KYN Norlake Walk In	13-6492-5314	15,675.47
P19-04009	ULINE.COM	Supplies for Nutrition Services, Room 209	13-4300-5310	36.23
P19-04027	CDW-G COMPUTER CENTER	Admin Monitors	13-4300-5310	527.01
P19-04103	ULINE.COM	Ice Mats...See Summer Distribution	13-4313-5330	985.88
<b>Total Location</b>				<b>32,362.54</b>
<b>Location Olivehurst Elementary (25)</b>				
P19-03692	Bearport Publishing Co.	Library Books	01-4200-0003	194.36
P19-03695	AMAZON.COM	Classroom Supplies	01-4300-0004	164.37
P19-03699	AMAZON.COM	Library Order	01-4200-0003	825.05
P19-03957	ULINE.COM	Custodial Supplies	01-4320-0000	4,386.28
<b>Total Location</b>				<b>5,570.06</b>
<b>Location Print Shop (67)</b>				
P19-04032	Spicer's Paper, Inc.	Vinyl	01-4300-0000	435.03
P19-04102	Spicer's Paper, Inc.	Paper	01-4300-0000	1,253.88
<b>Total Location</b>				<b>1,688.91</b>
<b>Location Pupil Services (202)</b>				
P19-03701	CDW-G COMPUTER CENTER	Laptop	01-4410-0000	990.85
P19-03782	NCS PEARSON INC.	Q Interactive Speech Feb 2019	01-4300-6500	132.00

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

ESCAPE

ONLINE

Page 16 of 22

44

ReqPay11h

## Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Pupil Services (202) (continued)</b>				
P19-03916	SHADD JANITORIAL SUPPLY	Paper Towels for Dental Van	01-4300-0000	216.28
<b>Total Location</b>				<b>1,339.13</b>
<b>Location Purchasing (104)</b>				
P20-00003	VOLTAGE SPECIALISTS	Off-site Monitoring	01-5565-0000	6,720.00
P20-00004	VOLTAGE SPECIALISTS	Fire Alarm Annual Test & Inspect	01-5565-0000	31,770.00
P20-00006	VOLTAGE SPECIALISTS	Fire Sprinkler & Pump Annual Inspections	01-5565-0000	36,675.00
<b>Total Location</b>				<b>75,165.00</b>
<b>Location South Lindhurst (47)</b>				
P19-03768	CENGAGE LEARNING	Science books	01-4100-0004	5,485.33
P19-03776	PEARSON EDUCATION	Yuba College ROP Textbooks	01-4100-7338	6,438.71
P19-03837	AMAZON.COM	Jones/Perez Whiteboards	01-4300-1100	281.55
P19-04016	Pearson Education	GED Vouchers	01-4300-7338	700.00
P19-04106	Herff Jones of Northern CA	Gowns	01-5630-0000	1,350.00
			01-5630-1100	108.67
<b>Total Location</b>				<b>14,364.26</b>
<b>Location Superintendent (101)</b>				
P19-03715	Lindhurst High School Yearbook	LHS Yearbook Ad	01-5890-0000	250.00
P19-04028	AMAZON.COM	K-Cup Cleaner	01-4300-0000	8.65
P19-04029	BETTY'S RESTAURANT	Management Team End of Year Retreat	01-4300-0000	751.50
<b>Total Location</b>				<b>1,010.15</b>
<b>Location Technology (102)</b>				
P19-03706	AMS.NET	AMS Licenses	01-5801-0000	136,276.00
P19-03769	Mosyle Corporation	Apple MDM (Mosyle)	01-5801-0000	16,050.00
P19-03840	AMAZON.COM	Phone Case for Dan	01-4300-0000	10.81
P19-03922	AMAZON.COM	Office supplies for Ramon	01-4300-0000	79.01
P19-03987	AMS.NET	External IP Speakers (AMS)	01-4300-0000	9,690.11
			01-4410-0000	48,453.56
P19-03989	AMAZON.COM	Supplies for Ramon	01-4300-0000	1,024.01
P19-03990	AMAZON.COM	Fax Toner	01-4300-0000	75.75
P19-04134	GAGGLE	Gaggle (May 1 2019 - June 30 2022)	01-5801-0000	115,015.20

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

ESCAPE

ONLINE

Page 17 of 22

45

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Transportation (69)				326,674.45
P19-03760	AMAZON.COM	Battery	01-4300-0230	53.68
P19-03810	AMAZON.COM	Summer Cleaning supplies	01-4300-0230	565.06
P19-03927	HOME DEPOT	Truck tools set	01-4364-0230	191.98
P19-03972	UNITED TRUCK DISMANTLERS	TRANSPORTATION/SUPPLIES	01-4364-0230	220.00
P19-04011	AMAZON.COM	Battery	01-4300-0230	123.73
P19-04024	TRACTOR SUPPLY COMPANY	TRANSPORTATION	01-4364-0230	2,376.73
P19-04132	MARIN PAINTING	Repairs on Vehicle 911	01-5641-0230	3,355.77
Total Location				6,886.95
Location Warehouse (71)				
P19-03742	HILLYARD - SACRAMENTO	Warehouse Stock 2018-19 S.Y.	01-9320-0000	5,996.74
P19-03743	J.C. NELSON SUPPLY COMPANY	WHS Stock 18-19 SY	01-9320-0000	273.87
P19-03862	HILLYARD - SACRAMENTO	Warehouse Stock 2018-19 S.Y.	01-9320-0000	3,999.31
P19-04125	CARE LAB C/O TOM FERGUSON	Warehouse Stock 2018-19 S.Y.	01-9320-0000	960.22
P19-04126	J.C. NELSON SUPPLY COMPANY	WHS Stock 18-19 SY	01-9320-0000	837.64
P19-04127	SAC VAL JANITORIAL SALES & SERVICES, INC.	Whs Stock 18-19 SY	01-9320-0000	4,479.82
P19-04128	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 18-19 SY	01-9320-0000	5,294.55
P19-04136	HILLYARD - SACRAMENTO	Warehouse Stock 2018-19 S.Y.	01-9320-0000	9,816.60
Total Location				31,658.75
Location Yuba Feather K-6 (29)				
P19-03779	CDW-G COMPUTER CENTER	Otterboxes for iPads	01-4300-3010	416.03
P19-03830	APPLE COMPUTER INC	iPads 128GB	01-4300-3010	3,495.34
P19-03831	CDW-G COMPUTER CENTER	Laptops	01-4410-3010	3,144.66
P19-03832	NWN CORPORATION	HP M227fdw Printers	01-4300-3010	1,394.10
P19-03833	TROXELL COMMUNICATIONS INC	Elmo	01-4410-3010	608.37
P19-03877	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Yuba Feather School	01-4300-1100	28.29
P19-03878	SCHOOL NURSE SUPPLY, INC	Yuba Feather School	01-4300-1100	196.79
P19-04013	KS TELECOM	Security Cameras	01-4410-0004	1,500.00
Total Location				15,403.58

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

ESCAPE ONLINE  
Page 18 of 22

46

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Yuba Gardens Intermediate (39)				
P19-03759	AMAZON.COM	MULTI-TEACHERS	01-4300-0003	32.46
P19-03906	PERMA BOUND	ANTROBUS/GATES	01-4200-3010	13,067.75
P19-03982	TROXELL COMMUNICATIONS INC	Elmo, Projectors	01-4410-3010	8,499.79
Total Location				21,600.00
Total Number of POs				452
Total				1,687,934.27

## Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	394	1,430,249.95
09	Chtr Schs	12	13,078.56
12	Child Dev	30	63,023.72
13	Cafeteria	10	32,362.54
Total Fiscal Year 2019			1,538,714.77
01	Gen Fund	5	99,978.00
14	Def Maint	1	49,241.50
Total Fiscal Year 2020			149,219.50
Total			1,687,934.27

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

47

## PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P19-00112	1,639.09	01-4300	Gen Fund/Mat&Suppli	2,360.91-
P19-00113	1,131.51	01-5641	Gen Fund/Equip Repa	3,868.49-
P19-00114	11,316.00	01-4300	Gen Fund/Mat&Suppli	7,323.75
P19-00118	1,400.00	01-4300	Gen Fund/Mat&Suppli	400.00
P19-00128	100.20	01-4300	Gen Fund/Mat&Suppli	299.80-
P19-00131	2,422.03	01-4300	Gen Fund/Mat&Suppli	5,077.97-
P19-00132	40,500.00	01-5801	Gen Fund/Contracts	500.00
P19-00133	1,665.74	01-4300	Gen Fund/Mat&Suppli	165.74
P19-00136	1,083.26	01-4300	Gen Fund/Mat&Suppli	916.74-
P19-00139	3,618.96	01-4300	Gen Fund/Mat&Suppli	1,181.04-
P19-00140	8,929.65	01-5801	Gen Fund/Contracts	1,000.00
P19-00142	207.82	01-4300	Gen Fund/Mat&Suppli	417.18-
P19-00146	8,141.32	01-4300	Gen Fund/Mat&Suppli	858.68-
P19-00147	2,500.00	01-4300	Gen Fund/Mat&Suppli	500.00
P19-00149	519.87	01-4300	Gen Fund/Mat&Suppli	6.76
P19-00151	3,239.28	01-4300	Gen Fund/Mat&Suppli	3,960.72-
P19-00152	3,804.17	01-4300	Gen Fund/Mat&Suppli	15.24
P19-00153	678.64	01-4300	Gen Fund/Mat&Suppli	1,321.36-
P19-00159	40,600.00	01-4300	Gen Fund/Mat&Suppli	600.00
P19-00162	99.73	01-4300	Gen Fund/Mat&Suppli	100.27-
P19-00164	5,100.00	01-4300	Gen Fund/Mat&Suppli	566.53
P19-00166	1,673.08	01-4300	Gen Fund/Mat&Suppli	3,026.92-
P19-00170	12,791.13	01-4300	Gen Fund/Mat&Suppli	7,334.60-
P19-00171	7,500.00	01-5630	Gen Fund/Rents/Leas	4,000.00
P19-00172	3,336.20	01-4300	Gen Fund/Mat&Suppli	963.80-
P19-00175	30,000.00	01-5880	Gen Fund/Cont Buses	20,000.00-
P19-00181	9,000.00	01-4364	Gen Fund/Tools/Part	1,000.00-
P19-00184	5,000.00	01-5641	Gen Fund/Equip Repa	10,000.00-
P19-00200	4,500.00	01-4364	Gen Fund/Tools/Part	500.00
P19-00201	2,000.00	01-5641	Gen Fund/Equip Repa	3,000.00-

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

ESCAPE

ONLINE

Page 20 of 22

48

Includes Purchase Orders dated 05/01/2019 - 06/01/2019

Board Meeting Date June 25, 2019

## PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P19-00204	20,000.00	01-5641	Gen Fund/Equip Repa	10,000.00-
P19-00215	7,000.00	01-5641	Gen Fund/Equip Repa	3,000.00-
P19-00229	500.00	01-4300	Gen Fund/Mat&Suppli	1,000.00-
P19-00248	285,000.00	01-5570	Gen Fund/Waste Disp	29,934.12
P19-00260	24,500.00	12-4300	Child Dev/Mat&Suppli	20,000.00
P19-00261	3,500.00	12-4300	Child Dev/Mat&Suppli	2,000.00
P19-00262	43,000.00	12-4300	Child Dev/Mat&Suppli	20,000.00
P19-00266	12,900.00	12-4300	Child Dev/Mat&Suppli	1,100.00
P19-00272	32,500.00	01-4300	Gen Fund/Mat&Suppli	2,500.00
P19-00275	6,000.00	01-4300	Gen Fund/Mat&Suppli	91.17
P19-00284	15,300.00	01-4320	Gen Fund/Custod Sup	116.12-
P19-00288	16,822.08	01-5801	Gen Fund/Contracts	1,247.40
P19-00305	2,500.00	01-4300	Gen Fund/Mat&Suppli	70.00
P19-00339	2,515.00	01-4300	Gen Fund/Mat&Suppli	15.00
P19-00439	4,819.83	01-4300	Gen Fund/Mat&Suppli	227.83
P19-00537	8,800.00	01-4300	Gen Fund/Mat&Suppli	800.00
P19-00560	3,000.00	01-5641	Gen Fund/Equip Repa	2,000.00-
P19-00599	110.76	01-4300	Gen Fund/Mat&Suppli	10.76
P19-00630	78,000.00	13-4717	Cafeteria/FoodPurcSch	7,000.00
P19-00631	370,000.00	13-4711	Cafeteria/Milk	30,000.00-
P19-00648	614,000.00	13-4717	Cafeteria/FoodPurcSch	80,000.00
P19-00649	88,000.00	13-4717	Cafeteria/FoodPurcSch	6,000.00
P19-00718	500.00	01-4300	Gen Fund/Mat&Suppli	300.00
P19-00788	1,027.05	01-4300	Gen Fund/Mat&Suppli	127.05
P19-00857	905.70	01-4300	Gen Fund/Mat&Suppli	605.70
P19-00859	1,586.65	01-4300	Gen Fund/Mat&Suppli	10.45
P19-00996	2,200.00	01-4300	Gen Fund/Mat&Suppli	300.00
P19-01045	69,000.00	13-4716	Cafeteria/Produce	17,000.00
P19-01063	1,030.00	01-4300	Gen Fund/Mat&Suppli	30.00
P19-01066	1,306.69	01-4300	Gen Fund/Mat&Suppli	307.00

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

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

001 - Marysville Joint Unified School District

ESCAPE

ONLINE

Page 21 of 22

49



## PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P19-01097	170,000.00	01-5830	Gen Fund/Legal	50,000.00
P19-01121	6,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P19-01129	1,200.00	01-5641	Gen Fund/Equip Repa	200.00
P19-01223	1,663.00	01-4300	Gen Fund/Mat&Suppli	200.00
P19-01515	171,241.00	25-6220	Cap Fac/Architect	6,500.00
P19-01948	743.33	01-4300	Gen Fund/Mat&Suppli	756.67-
P19-02455	10,330.00	01-5801	Gen Fund/Contracts	1,245.00
P19-02536	2,880.82	01-5641	Gen Fund/Equip Repa	1,565.18
P19-02540	2,000.00	01-5880	Gen Fund/Cont Buses	500.00
P19-02565	1,591,538.55	01-6210	Gen Fund/Buildings	18,863.05
P19-02853	453,629.11	01-6210	Gen Fund/Buildings	2,102.80
P19-03200	9,814.01	01-5642	Gen Fund/Oth Maint&	94.01
P19-03464	277.71	09-4300	Chtrr Schs/Mat&Suppli	67.53
Total PO Changes				175,030.80

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jun 7 2019 9:08AM

50

## Music Pricing for MJUSD Bid 19-1021

Item	Price/ea	Comment	Vendor
Selmer SAS280R Alto Saxophone	\$ 1,307.07	Intermediate	JKEAA Music Services
Scherl & Roth SR65E4H Cello	\$ 736.36	Beginner	JKEAA Music Services
Sabian 41822X 18" Marching Cymbals	\$ 166.67		JKEAA Music Services
Ludwig LC170 5-Piece Drum Set	\$ 257.58		JKEAA Music Services
Jupiter JFL1000RBO Flute	\$ 621.21	Intermediate	JKEAA Music Services
Conn 14D French Horn	\$ 1,393.94	Beginner	JKEAA Music Services
Majestic B3125S & MFS25 Glockenspiel	\$ 433.33	Intermediate	JKEAA Music Services
Orff 27844101 Alto Glockenspiel	\$ 119.19		JKEAA Music Services
Sonor SMP1-1	\$ 313.13		JKEAA Music Services
Scherl & Roth SR68E3CFH String Bass	\$ 2,130.30	Intermediate	JKEAA Music Services
Bach TR300H2 Trumpet	\$ 437.37	Intermediate	JKEAA Music Services
Scherl & Roth SR42E15H Viola	\$ 222.22	Beginner	JKEAA Music Services
Sonor AXP1-1 Alto Xylophone	\$ 424.24		JKEAA Music Services
Pearl MXT1 Marching Tenor Drum Harness	\$ 120.00		JKEAA Music Services
D'Addario GL1120 Cello String Set	\$ 18.18		JKEAA Music Services
RS Berkeley FR812 Double French Horn	\$ 1,695.00	Beginner	K&S Music

Trophy TGES Shakers	\$ 0.99		K&S Music
Jupiter JBR700 Baritone Horn	\$ 933.00	Beginner	Music & Arts
Jupiter JBR1000 Baritone Horn	\$ 1,149.00	Intermediate	Music & Arts
Pearl CMB1614N/C 16" Bass Drum	\$ 245.00		Music & Arts
Pearl CMB1814N/C 18" Bass Drum	\$ 269.00		Music & Arts
Pearl CMB2014N/C 20" Bass Drum	\$ 290.00		Music & Arts
Pearl CMB2214N/C 22" Bass Drum	\$ 323.00		Music & Arts
Toca 2100N Bongos	\$ 45.50		Music & Arts
Jupiter JHR1100 Double French Horn	\$ 2,158.00	Intermediate	Music & Arts
Jupiter JEP700 Euphonium	\$ 1,076.50	Beginner	Music & Arts
Jupiter JMP1000M Mellophone	\$ 934.00	Beginner	Music & Arts
Lyons 1110025 Orff Instrument Set, 9pc	\$ 2,125.00		Music & Arts
Jupiter JPC700 Piccolo	\$ 505.50	Intermediate	Music & Arts
Yamaha YSH301WC Sousaphone	\$ 3,523.00	Beginner	Music & Arts
Remo PPWMDCEE World Music Set	\$ 2,995.00		Music & Arts
Fender Rumble 15 15W Electric Bass Guitar Amp	\$ 80.00		Music & Arts
Rogue G10 10V 1XS Electric Guitar Amp, Small	\$ 35.00		Music & Arts
Pearl MXB1 Marching Bass Drum Harness	\$ 105.00		Music & Arts

Pearl MXS1 Marching Snare Drum Harness	\$	120.00		Music & Arts
Innovative Percussion F1 Keyboard Mallets	\$	14.50		Music & Arts
Zaret Sponge Shoulder Rest for String Instruments	\$	3.00		Music & Arts
Vic Firth MB2H Bass Sticks	\$	26.50		Music & Arts
Vic Firth MTG15 Snare Sticks	\$	7.80		Music & Arts
Vic Firth MTS1 Tenor Sticks	\$	8.50		Music & Arts
Red Label Super Sensitive 410 Viola String Set	\$	19.00		Music & Arts
Red Label Super Sensitive 210 Violin String Set	\$	9.00		Music & Arts
Peripole P5101 Claves	\$	12.20		Peripole Inc.
Peripole P6000	\$	6.83		Peripole, Inc.
Austin AC340N Acoustic Guitar	\$	114.00		Tim's Music
Jupiter JBS1000 Baritone Saxophone	\$	2,510.00	Beginner	Tim's Music
Jupiter JBS1100 Baritone Saxophone	\$	3,186.00	Intermediate	Tim's Music
Jupiter JBC1000N Bass Clarinet	\$	1,306.00		Tim's Music
Nobel NB2A Bassoon	\$	2,912.00	Beginner	Tim's Music
Boomwhackers BWFS	\$	99.00		Tim's Music
LP LP431 Double Headed Castanets	\$	29.00		Tim's Music
Eastman VC200ST Cello	\$	1,015.00	Intermediate	Tim's Music

Nuvo Clarineo Plastic Clarinet	\$ 99.00		Tim's Music
Austin AST100 Electric Guitar	\$ 129.00		Tim's Music
Jupiter JEP1000 Euphonium	\$ 1,288.00	Intermediate	Tim's Music
Gemeinhardt 2SP Flute	\$ 219.00	Beginner	Tim's Music
Nuvo Flute, Plastic	\$ 129.00		Tim's Music
Jupiter JHR1100 French Horn	\$ 2,123.00	Intermediate	Tim's Music
Casio PX-160 Keyboard	\$ 398.00		Tim's Music
Jupiter JMP1100M Mellophone	\$ 1,077.00	Intermediate	Tim's Music
Nobel N02 Oboe	\$ 1,490.00	Beginner	Tim's Music
Nuvo Jsax Plastic Saxophone	\$ 99.00		Tim's Music
Jupiter JSP1100 Sousaphone	\$ 4,561.00	Intermediate	Tim's Music
Jupiter JTS1100 Tenor Saxophone	\$ 1,395.00	Intermediate	Tim's Music
J. Packer JP078 Tuba	\$ 1,576.00	Beginner	Tim's Music
J. Packer JP1781L Tuba	\$ 3,794.00	Intermediate	Tim's Music
Remo TU1110XX Tubano Drum	\$ 190.00		Tim's Music
Kawai STI Upright Piano	\$ 4,400.00		Tim's Music
Eastman VL80ST Violin	\$ 216.00	Beginner	Tim's Music
Eastman VL200ST Violin	\$ 432.00	Intermediate	Tim's Music

Sonor GBXP1-1 Bass Xylophone	\$ 869.00		Tim's Music
Conn Selmer AS711 Alto Saxophone	\$ 533.65	Beginner	Washington Music Center
Fox Renard 222 Bassoon	\$ 4,876.85	Intermediate	Washington Music Center
Selmer CL711 Bb Clarinet	\$ 239.05	Beginner	Washington Music Center
Selmer CL211 Bb Clarinet	\$ 669.50	Intermediate	Washington Music Center
Musser M635B Chimes	\$ 2,952.25		Washington Music Center
Studio 49 SGD Glockenspiel	\$ 167.85	Beginner	Washington Music Center
Musser M240 Marimba	\$ 2,919.00		Washington Music Center
Fox Renard 330 Oboe	\$ 3,032.25	Intermediate	Washington Music Center
Selmer PC711 Piccolo	\$ 257.60	Beginner	Washington Music Center
Pearl CMSX1311/C33 Marching Snare Drum	\$ 291.00		Washington Music Center
Scherl & Roth SR57E3CFH String Bass	\$ 1,101.40	Beginner	Washington Music Center
Toca T1010H Tambourine	\$ 30.00		Washington Music Center
Pearl PMTM8023/A33 Tenor Drum Marching Set	\$ 666.60		Washington Music Center
Selmer TS711 Tenor Saxophone	\$ 752.65	Beginner	Washington Music Center
Selmer TB711 Trombone	\$ 311.55	Beginner	Washington Music Center
Bach TB200B Trombone	\$ 1,175.85	Intermediate	Washington Music Center
Selmer TR711 Trumpet	\$ 270.00	Beginner	Washington Music Center

Kala MK-S Ukulele	\$ 42.55		Washington Music Center
Yamaha YV-520 Vibraphone	\$ 1,719.00		Washington Music Center
Scherl & Roth SR62E152H Viola	\$ 457.45	Intermediate	Washington Music Center
Studio 49 SX2000 Xylophone	\$ 480.05	Beginner	Washington Music Center
Yamaha YX135C Xylophone	\$ 1,384.90	Intermediate	Washington Music Center
Musser M336 Chime Mallets	\$ 16.95		Washington Music Center
Manhasset AC54 Director's Music Stand	\$ 74.60		Washington Music Center





**Marysville Joint Unified School District**

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

**PUBLIC WORKS CONTRACT FOR SERVICES \$60,000 AND UNDER**

THIS CONTRACT made and entered into on June 25, 2019 (Insert Board meeting date or ratification date), by and between Barrow's Landscaping, Inc. hereinafter called the CONTRACTOR and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT hereinafter called the DISTRICT.

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

1. The CONTRACTOR shall furnish labor and materials to the DISTRICT in accordance with the Terms & Conditions set forth in ATTACHMENT B hereof and incorporated herein by this reference and any specifications attached for a total contract price of:  
Thirty Three thousand One hundred Twenty Five and No /100 Dollars (\$ 33,125.00 )  
(MAY NOT EXCEED \$60,000) – 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: C27 (add applicable to trade).
3. (Check contractor license classification appropriateness at: [http://www.cslb.ca.gov/About\\_Us/Library/Licensing\\_Classifications/](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 June, 26, 2019. (insert date after Board approval date or ratification date) with work to be completed within ( ) consecutive days and/or by August, 30, 2019.
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 \$60,000)

57



# Marysville Joint Unified School District

## NONCOLLUSION AFFIDAVIT

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

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

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

### TYPE OF BUSINESS ENTITY

☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☒ Corporation  
☐ Other

### TAX IDENTIFICATION

20-2921861  
 Employer Identification Number

License No: 426563 Classification: C27 Expiration Date: 9/30/2019

(District Use Only: License verified by [Signature] Date: 5/23/19)  
 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: Barrow's Landscaping

Contractor Address: \_\_\_\_\_  
764 Winship Road  
Yuba City, CA 95991

Phone: (530) 674-9500

Email: sales@barrowslandscaping.ca

Print Name: Eugene Barrow

Title: Owner

Authorized Signature: [Signature]

District Acceptance: \_\_\_\_\_  
 Michael Hodson, Assistant Superintendent of Business Services

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

Eugene Barrow  
Victor Medina  
Abraham Aguirre-Hernandez  
Justin Barkley

Name(s) of employee(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Dated: 6/25/19

Barrow's Landscaping, Inc (Company)

Eugene Barrow (Authorized Signature)

Eugene Barrow (Print Name)

Owner (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](http://www.dir.ca.gov)).

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

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

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

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

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

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

Revised 02-28-2017

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

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

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

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

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

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



## Marysville Joint Unified School District

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

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

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit 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.



## Marysville Joint Unified School District

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

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

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

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

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

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

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

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

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

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

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

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





## Marysville Joint Unified School District

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

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

### **ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT**

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

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

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

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

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

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the 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





## Marysville Joint Unified School District

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

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

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

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

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

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing 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 June 26 2019  
(insert date after Board approval date or ratification date)  
consisting of Article 1 through Article 21

64



**Marysville Joint Unified School District**

**ATTACHMENT C**

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

Labor Code section 3700 in relevant part provides:

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

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

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

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

A handwritten signature in dark ink, appearing to read 'Eugene Barrow', is written over a horizontal line.

Signature, Contractor's Authorized Representative

Eugene Barrow

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

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

**(Remainder of page left blank intentionally)**



## Marysville Joint Unified School District

### ATTACHMENT D

#### CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: Edgewater Elementary School between the Marysville Joint Unified School District ("District" or "Owner") and Barrow's Landscaping, Inc ("Contractor" or "Bidder").

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

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

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

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

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

Name: Eugene Barrow

Title: Owner

☒ 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

X 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 Buildings & Grounds Date: 6/10/19  
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.: Edgewater Elementary School  
between Marysville Joint Unified School District (the "District" or the "Owner") and  
Barrow's Landscaping, Inc (the "Contractor" or the "Bidder").

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

Date: 6/25/19

Proper Name of Contractor: Barrow's Landscaping, Inc

Signature: Eugene Barrow

Print Name: Eugene Barrow

Title: Owner

(Remainder of page left blank intentionally)

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>BARROW'S LANDSCAPING, INC.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>764 WINSHIP RD</b> 6 City, state, and ZIP code <b>YUBA CITY, CA 95991</b>	Requester's name and address (optional) <b>Marysville Joint Unified School District</b> <b>1919 B Street</b> <b>Marysville, CA 95901</b>
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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
2	0	-	2	9	2	1	8	6

### 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 for Part II, later.

Sign Here Signature of U.S. person ► *Kym Presler*

Date ► *6/5/19*

### General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### 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, later.



## Contractor Information

**Legal Entity Name**

BARROW'S LANDSCAPING, INC

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

1000014965

**Registration effective date**

6/10/2018

**Registration expiration date**

6/29/2019

**Mailing Address**

764 WINSHIP RD YUBA CITY 95991 CA United S...

**Physical Address**

764 WINSHIP RD YUBA CITY 95991 CA United S...

**Email Address****Trade Name/DBA**

BARROW'S LANDSCAPING, INC.

**License Number(s)**

CSLB:426563

## Registration History

**Effective Date****Expiration Date**

6/10/2018

6/29/2019

5/15/2017

6/29/2018

6/6/2016

6/29/2017

7/6/2015

6/29/2016

3/10/2015

6/29/2015

## Legal Entity Information

**Corporation Number:**

2749857

**Federal Employment Identification Number:****President Name:**

STERLING BARROW

**Vice President Name:**

EUGENE BARROW

**Treasurer Name:**

KELLY BARROW

**Secretary Name:**

MARC BARROW

**CEO Name:**

STERLING BARROW

**Agent of Service Name:**

STERLING BARROW

**Agent of Service Mailing Address:**

764 WINSHIP RD YUBA CITY 95991 CA United States of America

70





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/5/2019

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).

<b>PRODUCER</b> Landscape Contractors (Lic#0755906) Insurance Services, Inc. 1835 N. Pine Avenue Fresno CA 93727		<b>CONTACT NAME:</b> Rosario Bustos <b>PHONE (A/C, No, Ext):</b> (559) 650-3555 <b>FAX (A/C, No):</b> (559) 650-3558 <b>E-MAIL ADDRESS:</b> rbustos@lcisinc.com	
<b>INSURED</b> Barrow's Landscaping, Inc. 764 Winship Road Yuba City CA 95991		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Oak River Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 34630	

## COVERAGES

CERTIFICATE NUMBER: 18/19 WC

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION S</b> <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		BAWC916053	9/1/2018	9/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: All landscape operations performed by or on behalf of the named insured

\*\*This revises certificate dated 9/4/2018\*\*

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Rosario Bustos/ACOMBE

© 1988-2014 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/06/2019

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

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

<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No, Ext):</b> 888-333-4949 <b>FAX (A/C, No):</b> 507-446-4664 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
<b>INSURED</b> BARROW'S LANDSCAPING INC 764 WINSHIP RD YUBA CITY, CA 95991-6240		392-376-0	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 5

REVISION NUMBER: 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			9912808	09/16/2018	09/16/2019	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPIOP AGG	\$2,000,000
	OTHER:							
A	<b>AUTOMOBILE LIABILITY</b>			9912808	09/16/2018	09/16/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	N	N				BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	N	N	9912809	09/16/2018	09/16/2019	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$2,000,000
	DED <input type="checkbox"/> RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

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

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

**CERTIFICATE HOLDER****CANCELLATION**392-376-0  
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
1919 B ST  
MARYSVILLE, CA 95901-3731

5 3

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

*Michael G Ken*

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment J



# Barrow's Landscaping, Inc.

764 Winship Rd., Yuba City, CA 95991 530-674-9500

## Proposal

Marysville Joint Unified School District  
Edgewater Elementary School  
Att: Maurice Negueloua

Directions:

Wednesday, June 05, 2019

Work Phone:

Home Phone:

Cell Phone:

Fax:

Email:

Quoted By: Eugene Barrow

## Bid Proposal:

### Scope of work:

Connect to existing mainline and extend to edge of gravel track in lawn. Extend a mainline to the edge of the sidewalk by the play ground equipment. Extend wire along with mainline to gravel track.

Install 2-1" quick couplers.

Install Hunter ICV irrigation valve and Hunter Rotors, I-20 or I-25 depending design layout.

Install an 2x4 to boarder lawn by portable buildings. (approximately 170 LF)

Rototill existing ground and grade.

Hydroseed lawn with fescue seed, fertilizer, mulch.

Bonding.

### Qualifications:

Landscape contractor to receive site grade to +/- .1 FT. Landscape work cannot begin until site grade has been set site contractor. Ground to be weed free and debris free.

General contractor or site contractor to set survey stakes of planter beds for irrigation sleeves to be installed in parking lot and planter beds. Sleeves to be installed before concrete is installed. 10 day minimum lead time is required for sleeve installation.

P.O.C. to be located.

Owner to mark and locate all existing underground utilities before project starts.

If applicable, project includes one mobilization.

See Page 2

73

Attachment J

## Barrow's Landscaping

764 Winship Rd., Yuba City, CA 95991 530-674-9500

### Exclusions:

110v Electricity, and conduit to irrigation clock for high or low voltage wiring that runs through any foundation, stem wall, footing, sidewalk, or hardscape.

Traffic Control, Security fencing, fencing, barricades etc. if needed.

Concrete work.

Temporary water, if needed.

Demolition, clearing, and grubbing if needed. Boring, saw cutting, and asphalt removal and patch.

Site furnishings, site meter, benches, trellises, fountains, site signs.

Storm water prevention and storm water prevention plan and monitoring.

Import export of topsoil and aggregate.

Soil test, soil amendments.

Permits and fees.

Maintenance

Irrigation Audit.

Back flow, blanket/cage.

Total: \$33,125.00

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_

### WE ARE A RAINBIRD SELECT CONTRACTOR WITH A 1 YEAR WARRANTY ON IRRIGATION SYSTEMS.

General Contractor/Owner to provide locations of underground utilities not marked by USA Digg. All unmarked utilities damaged by digging will not be the responsibility of Barrow's Landscaping. Price subject to change after 30 days. This proposal is contingent upon a mutually agreed upon contract document. All material is guaranteed to be as specified. All work to be completed in a substantial workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, flood and other necessary insurance. Our workers are fully covered by workman's compensation insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction. Payment is due within 10 days of invoice date and is past due thereafter. In consideration of the extension of credit, a liquidated damages charge on all past due accounts will be computed by a periodic rate of 1-1/2% per month for a total annual percentage rate of 18%. You will be liable for attorney fees and costs incurred in collecting any past due balance. This price is a cash price, additional 3% to be added if paid by credit card.

74



YEAR

2019

**Withholding Exemption Certificate**

CALIFORNIA FORM

**590**

(This form can only be used to certify exemption from nonresident withholding under California R&amp;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

Marysville Joint Unified School District

Vendor/Payee's name

Barrow's Landscaping, Inc.

Vendor/Payee's

☐ SOS no.☐ Social security number☐ California corp. no. ☒ FEIN

20-2921861

Note:

Failure to furnish your  
identification number will  
make this certificate void.

Vendor/Payee's address (number and street)

764 Winship Rd.

APT no.

Private Mailbox no.

Vendor/Payee's daytime telephone no.

( 530 ) 674-9500

City

Yuba City

State

CA

ZIP Code

95991

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:**

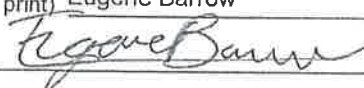
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

**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) Eugene Barrow

Vendor/Payee's signature ►



Date June 6, 20

# Instructions for Form 590

## Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

### General Information

#### A Purpose

Use Form 590 to certify an exemption from nonresident withholding. Complete and present Form 590 to the withholding agent. The withholding agent will then be relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

**Important** — This form cannot be used for exemption from wage withholding. Any questions regarding wage withholding should be directed to the California Employment Development Department.

Do not use Form 590 if you are a seller of California real estate. Sellers of California real estate should use Form 593-C, Real Estate Withholding Certificate.

#### B Law

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of this state.

Withholding is required on:

- Payments to nonresidents for services rendered in California;
- Distributions of California source income made to domestic nonresident partners and members and allocations of California source income made to foreign partners and members;
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business;
- Payments to nonresidents for royalties for the right to use natural resources located in California;
- Distributions of California source income to nonresident beneficiaries from an estate or trust; and
- Prizes and winnings received by nonresidents for contests in California.

For more information on withholding and waiver requests, get FTB Pub. 1017, Nonresident Withholding Partnership Guidelines, and FTB Pub. 1023, Nonresident Withholding Independent Contractor, Rent and Royalty Guidelines. To get a withholding publication see General Information G.

#### C Who can Execute this Form

Form 590 can be executed by the entities listed on this form.

**Note:** In a situation where payment is being made for the services of a performing entity, this form can only be completed by the performing entity or the performing entity's partnership or corporation. It cannot be completed by the performing entity's agent or other third party.

**Note:** The grantor of a revocable/grantor trust shall be treated as the vendor/payee for withholding purposes. Therefore, if the vendor/payee is a revocable/grantor trust and one or

more of the grantors is a nonresident, withholding is required. If all of the grantors of a revocable/grantor trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

#### D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

**Note:** Return visits to California that do not total more than 45 days during any taxable year covered by the employment contract are considered temporary.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse who is absent from California for an uninterrupted period of at least 546 days to accompany a spouse who is under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, or call the Franchise Tax Board at (800) 852-5711 or (916) 845-6500 (not toll-free).

#### E What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California Secretary of State. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

#### F Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested.

**Note:** If the withholding agent has received Form 594, Notice to Withhold Tax at Source, only the performing entity can complete and sign Form 590 as the vendor/payee. If the performing entity completes and signs Form 590 indicating no withholding requirement, you must send a copy of Form 590 with Form 594 to the FTB.

For more information, contact the Nonresident Withholding Section. See General Information G.

The vendor/payee must notify the withholding agent if:

- The individual vendor/payee becomes a nonresident;
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California;
- The partnership ceases to have a permanent place of business in California;
- The LLC ceases to have a permanent place of business in California; or
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold. Remit the withholding using Form 592-A, Nonresident Withholding Remittance Statement, and complete Form 592, Nonresident Withholding Annual Return, and Form 592-B, Nonresident Withholding Tax Statement. Get Instructions for Forms 592, 592-A, and 592-B for due dates and other withholding information.

#### G Where to get Publications, Forms, and Additional Information

You can download, view, and print FTB Publications 1017, 1023, 1024, and nonresident withholding forms, as well as other California tax forms and publications not related to nonresident withholding from our Website at: [www.ftb.ca.gov](http://www.ftb.ca.gov)

You can also have nonresident withholding forms faxed to you by calling (800) 998-3676. To have publications or forms mailed to you or to get additional nonresident withholding information, please contact the Withholding Services and Compliance Section.

WITHHOLDING SERVICES AND  
COMPLIANCE SECTION  
FRANCHISE TAX BOARD  
PO BOX 651  
SACRAMENTO CA 95812-0651

Telephone: (888) 792-4900

(916) 845-4900 (not toll-free)

FAX: (916) 845-9512 (24 hours a day,  
7 days a week)

#### Assistance for persons with disabilities:

We comply with the Americans with Disabilities Act. Persons with hearing or speech impairments please call TTY/TDD (800) 822-6268.

#### Asistencia bilingüe en español

Para obtener servicios en español y asistencia para completar su declaración de impuestos/formularios, llame al número de teléfono (anotado arriba) que le corresponde.

# Marysville Joint Unified School District Project Contract

**8195-Edgewater Kindergarten Portable Project  
BID# 19-1022**

This Contract ("Contract") is made by and between the Marysville Joint Unified School District ("District"), and **Kiz Construction, Inc.** ("Contractor").

District and Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, materials, equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete all work required for the following project ("Project") in full conformance with the Contract Documents: **Kindergarten Two Classroom Buildings (Modular) and One Shade Structure at Edgewater Elementary School**

2. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Forms, the required Bonds and the Insurance forms, the Notice to Bidders, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions and any special conditions, the Specifications, and Specifications.

3. Compensation

As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of **Nine Hundred Twelve Thousand Dollars (\$912,000.00)**, which shall be paid to the Contractor according to the Contract Documents.

4. Prevailing Wages

This Project is a public works project subject to prevailing wage requirements and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with Labor Code § 1770 et seq.

Business Services Department  
Approval: WMS  
Date: 6.13.19

77

5. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the Contractor shall fully complete all the work before the expiration of 104 calendar days from the starting date. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

Liquidated damages for the Contractor's failure to complete the Contract within the time fixed for completion are established in the amount of \$500.00 per calendar day.

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Michael Hodson

Name

  
Signature

Assistant Superintendent of Business Services

Title

9.13.19

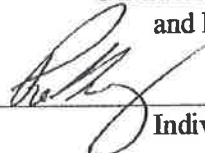
Date

Kiz Construction, Inc.

Contractor Name

License# 984663 Exp: 06/30/2020

Contractor License No.  
and Expiration Date

  
Individual Signature

CEO

Title

06/11/19

Date



**AGREEMENT CAP2018-04****FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT  
COMMUNITY AIR PROTECTION FUNDS PROGRAM AGREEMENT**

This Agreement (Agreement) is between the Feather River Air Quality Management District (District), a public agency of the State of California, and Marysville Joint Unified School District (Participant).

**1.0 Recitals**

- 1.1 The District is in nonattainment of the state air quality standards for ozone and particulate matter and is impacted by the effects of toxic air contaminants, including diesel particulate matter and other pollutants from mobile sources.
- 1.2 The District Board of Directors approved Resolution No. 2018-09 authorizing the District's participation in the California Air Resources Board's (CARB) Community Air Protection Funds Program (Program) which is an incentive program to support early actions that reduce cumulative pollutant exposure, consistent with the goals of Assembly Bill 617 (Chapter 254, Statutes of 2017).
- 1.3 The District Board of Directors authorized the Air Pollution Control Officer (APCO) to execute agreements and implement the Program in accordance with the Community Air Protection Funds Supplement to the Carl Moyer Program 2017 Guidelines, the Funding Guidelines for Agencies that Administer California Climate Investments, and the 2017 Guidelines for the Carl Moyer Memorial Air Quality Standards Attainment Program (collectively referred to as Guidelines).
- 1.4 The Program provides incentives to fleet operators and individuals for the purchase, repower and/or retrofit of low-emission on-road motor vehicles, off-road mobile equipment, and agricultural water pumps in accordance with the Guidelines.
- 1.5 The Participant wishes to participate in the Program by purchasing and operating the equipment or vehicle described in this Agreement and represents that the purchase is not required by any local, state, and/or federal rule, regulation, memorandum, or other legally binding agreement, with the exception of certain agricultural projects described in Health and Safety Code §44229(b).
- 1.6 The Participant has read and agreed to all requirements of the Program application, the Community Air Protection Funds Supplement to the Carl Moyer Program 2017 Guidelines, and the 2017 Carl Moyer Program Guidelines which are hereby incorporated into this Agreement.
- 1.7 This Agreement is a voluntary act intended to accelerate the introduction of low-emission vehicle and engine technology designed to reduce emissions of oxides of nitrogen, particulate matter, reactive organic gases, toxic air contaminants, and oxides of carbon within Yuba and Sutter counties.

**2.0 Terms and Conditions****2.1 Definitions**

- 2.1.1 "Applicable emission standards" are defined as the emission standards for oxides of nitrogen (NOx), particulate matter (PM), hydrocarbons, and carbon monoxide established by the California Air Resources Board (CARB) or the United States Environmental Protection Agency (USEPA) for a model year vehicle or engine.
- 2.1.2 "Agricultural water pump" is defined as a stationary or portable device designed to move water used for agricultural purposes.
- 2.1.3 "Certified" is defined as a motor vehicle or engine that is certified by CARB or the USEPA to an emission standard or standards.

- 2.1.4 "Fleet Modernization" is defined as the transaction in which an older on-road motor vehicle or piece of off-road mobile equipment is destroyed and replaced with a similar motor vehicle or piece of equipment certified to a lower emission standard.
- 2.1.5 "Motor vehicle" is defined as a self-propelled device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks.
- 2.1.6 "Off-road equipment" is defined as a self-propelled device not intended for operation on a highway and is powered by an engine certified to off-road or nonroad emission standards.
- 2.1.7 "Repower" is defined as the process in which an old engine is replaced with a new engine.
- 2.1.8 "Retrofit" is defined as the installation of a device designed to reduce emissions from an engine.
- 2.1.9 "Verified" is defined as a device, fuel, or system that is verified by CARB or the USEPA to reduce emissions from a mobile source by a verified amount.
- 2.2 Participant Obligations – the Participant will:
  - 2.2.1 Complete project within 180 days of execution of this Agreement. Project completion is the time frame starting with the date of execution of the Agreement to the date the project post-inspection confirms that the project has become operational. This includes the time period when an engine, equipment, or vehicle is ordered, delivered, and installed. Participant may submit a written request to extend this section if the project cannot be successfully completed due to circumstances beyond the Participant's reasonable control.
  - 2.2.2 Ensure that a functioning hour meter is installed on the equipment or a functioning odometer is installed on the vehicle described in Exhibit A for the life of the project. An operational odometer, hour meter, or other District-approved usage measuring device must be installed on all projects and maintained for continuous operation. Should the device fail, Participant agrees to continue to record usage of the equipment and to immediately replace the defective device.
  - 2.2.3 Operate the equipment or vehicle described in Exhibit A in Yuba or Sutter counties during the term of this agreement in accordance with the requirements in Exhibit B. Minimum project timeframe will be 3 years unless otherwise approved by CARB. In addition to meeting the operating requirements established in Exhibit B, 75% of the vehicles total operation must occur within California. Agricultural water pumps are required to operate 100% within Yuba or Sutter counties. Cooperate with District and CARB in implementation, monitoring, and enforcement to assure the emissions benefits are real, quantifiable, surplus, and enforceable.
  - 2.2.4 Submit an annual report commencing no more than 18 months after project completion and annually thereafter until end of project implementation period. The District will mail annual report to participant and participant shall return completed report by March 31 of each year. Failure to comply with reporting requirements shall result in on-site monitoring and/or inspections. The District may request additional performance documentation at its discretion.
- 2.3 Payment
  - 2.3.1 The District will reimburse the Participant up to \$164,999.99 towards the cost of the vehicle(s) or equipment identified in Exhibit A. The maximum contract amount shall not exceed the maximum funding level corresponding to the program cost-effectiveness limit, nor may the maximum contract amount exceed the project incremental cost. The maximum contract amount must also comply with any funding caps and other criteria for the specific project category as identified in the 2017 Carl Moyer Program Guidelines and the District's Policy and Procedures Manual.
  - 2.3.2 All payments made under this Agreement are subject to the provisions and limitations of the California Health and Safety Code. The District shall have no liability for payment of any compensation and expenses that are found to be in contravention of the California Health and

Safety Code or any other local, state, or federal law. The Participant shall reimburse the District for any payments that are later found to be in contravention of the Health and Safety Code or any other local, state, or federal law.

- 2.3.3 No payments shall be issued under this Agreement prior to final inspection of the project by District personnel and verification that the new equipment is operational. The Project must meet milestones such as delivery and installation, post-inspection, and acceptance prior to payment issuance.
- 2.3.4 Payments made under this Agreement are subject to taxation and an IRS Form 1099 will be issued to the Participant. Participant shall be required to provide an IRS form W-9 prior to the issuance of any payment under this Agreement. Funds may be withheld by the County of Yuba or Sutter as required by law for payment of tax liabilities and/or other court-ordered payments.
- 2.3.5 Itemized invoices from engine supplier or paid invoices from vehicle owner for new vehicles must be received by District prior to payment issuance. Payments will be made directly to project applicant if invoice was paid by applicant and will serve as reimbursement. Payments to dealer will be specified in contract.
- 2.3.6 If the final invoice amount is lower than the estimate, the District shall reduce the amount in section 2.3.1 in accordance with the Guidelines.
- 2.3.7 The District shall confirm that the existing vehicle/equipment/engine, as identified in Exhibit A, has been destroyed prior to issuing payment.

#### 2.4 General Program Requirements

- 2.4.1 The Participant warrants that, throughout the term of the agreement, the vehicle(s)/equipment/engine(s) covered under this Agreement shall meet all eligibility requirements described in the Program application and the Guidelines.
- 2.4.2 The Participant cannot apply for or receive additional incentive funds, including but not limited to the state Carl Moyer Program inter-district fund or any other air district fund, including those funds used as matching funds, for any equipment listed in Exhibit A of this Agreement, except federal programs to reduce greenhouse gas emissions or funding provided by the Alternative and Renewable Fuel and Vehicle Technology Program to reduce greenhouse gases. These funds must be disclosed to the District. If the District discovers that the Participant has applied for or received funds from these sources, the District will terminate this Agreement and require that any funds paid under this Agreement be returned to the District.

Participant certifies that they have disclosed all funding sources applied for or received for the equipment listed in Exhibit A of this Agreement. Participant shall notify the District within 10 days of additional sources of funding received for the equipment listed in Exhibit A of this Agreement, including any sources that become available after contract execution.

Participant Initials: \_\_\_\_\_

- 2.4.3 The Participant agrees to operate the equipment or vehicle described in Exhibit A in a manner that is consistent with the eligibility requirements in the Guidelines and the goals and objectives of the Program and within the manufacturer's specifications including all maintenance and fueling requirements. Under no circumstances may the Participant make any modifications to or tamper with the vehicle, equipment, engine, emission control system(s), or any recording devices on the vehicle or equipment prohibited under CARB and USEPA regulations. The Participant also agrees to operate the vehicle, engine, and/or equipment in compliance with all local, state, and federal rules, laws, and regulations. Repower projects must be completed in a manner such that it does not void the engine warranty provided by the manufacturer and any remaining warranty provided by the equipment/vehicle manufacturer.

- 2.4.4 The Participant must submit copies of invoices from service providers that confirm:

- (i) Installation of digital odometer/hour meter; and
- (ii) Finance information (if applicable)

Each invoice must identify new equipment/engine through either a vehicle identification number or engine serial number, and date service was provided. In order to be eligible for funding, labor expenses must be included on invoices and detail the number of hours charged and the hourly wage.

2.4.5 The Participant agrees to the following motor vehicle title requirements:

- (i) The Participant will provide a copy of the replacement vehicle's title to the District, demonstrating that the Applicant is the registered owner of the replacement vehicle.
- (ii) The Participant must be the legal owner of the replacement vehicle through the length of this Agreement.
- (iii) The Participant must maintain replacement value insurance coverage for the project life.

2.4.6 The Participant certifies that their fleet, engine, or equipment/vehicle is in compliance with all applicable federal, state, and local air quality rules and regulations at time of execution. The Participant agrees to maintain compliance with all applicable rules and regulations for full project implementation period as specified in section 2.7.1.

2.5 Repercussions for Nonperformance: The Participant understands and agrees to operate the vehicle/equipment/engine in Exhibit A according to the terms of this Agreement and to cooperate with the District and CARB in the implementation, monitoring, enforcement, and other efforts to assure the emission benefits are real, quantifiable, surplus, and enforceable. Repercussions to the Participant for noncompliance with the contract requirements include termination of the Agreement. Upon termination of this Agreement, and if the vehicle/equipment/engine fails to fulfill the minimum required operation, the Participant shall return to the District an amount based on the difference between the required operation amount and the actual amount operated according to the following formula:

$$A = I * [(O * L) - C] / (O * L)$$

A = Amount Owed to the District

I = Total Incentive Award

O = Annual Operational Requirement (miles, hours or years)

L = Length of the Agreement in Years

C = Actual Operation (miles, hours, or years)

The APCO may, at his or her sole discretion, relieve this obligation to return the funds after considering the circumstances leading to the failure to fulfill the minimum performance requirements. Additionally, the APCO may, at his or her sole discretion, require full reimbursement of all funds paid to the Participant as outlined in Section 2.7.9. Additionally, the APCO may grant a waiver to the engine owner for a defined time period if the owner demonstrates to the APCO's satisfaction that the equipment was significantly underutilized due to unforeseen conditions beyond the owners control. Waivers must be granted in accordance with the Guidelines.

2.6 The parties acknowledge that this Agreement will be funded by incentive fund revenues being transferred to the District and that this Agreement is contingent upon the approval of District's funding request by the State for Community Air Protection Program funds and receipt of said funds by District. District shall not be liable to Participant for any costs or expenses incurred by Participant prior to execution of the Agreement. The Agreement may also be immediately terminated by District should sufficient funds not be received by June 30, 2019.

2.7 General Requirements

- 2.7.1 This Agreement shall begin upon execution by all parties and terminate on December 31, 2029. No work may begin on this project until this Agreement is executed by all parties. For this Agreement, the timeframe indicated by the project completion in Section 2.2.1 of this Agreement and the aforementioned termination date shall serve as the project implementation period. The Participant is required to operate and maintain the equipment described in Exhibit A according to the terms of this Agreement for the full project implementation period.
- 2.7.2 Except as specified in Section 2.7.2(ii), the receipt of funds and performance under this Agreement prohibits application for any form of emission reduction credit for the life of the contract term outlined in Section 2.7.1.
- (i) This prohibition includes, but is not limited to all attainment, nonattainment, criteria and non-criteria pollutants, Application for Emission Reduction Credits (ERC), Mobile Emission Reduction Credits (MERC) and/or Certificates of Advanced Placement (CAP). This prohibition extends to credits from all Air Quality Management or Air Pollution Control Districts.
- 2.7.3 The District, CARB, or their designee may conduct an audit of the Participant's operations to verify that the Participant is complying with the Agreement terms.
- (i) As a condition of accepting funds, the Participant agrees to designate CARB as a third-party beneficiary with full auditing, inspection, and enforcement rights throughout the entire term of the Agreement. The District, CARB (as an intended third party beneficiary), or their designee(s) reserves the authority and right to monitor and enforce the terms of this contract any time throughout project execution through the implementation period to ensure emission reductions are obtained for a minimum of 75% operation within California or as specified in the contract for marine projects, including 5 years after the end of project life for projects lasting more than 5 years.
- (ii) Any audits will be conducted at a reasonable time and with reasonable notice to the Participant. The Participant agrees to provide the District and CARB with on-site access to the vehicle(s)/equipment described in Exhibit A.
- 2.7.4 The Participant shall defend, indemnify, and hold harmless District, CARB, its officers, agents, employees and volunteers from any and all losses, costs, damages, fines or expenses (including attorney fees, court costs and expert fees) or liability of any kind or character to any person or property arising from, or alleged to arise from, any breach of the responsibilities required of the Participant by this Agreement or which are related in any way to the vehicle(s)/equipment, including any and all liability for general, special, consequential, or other damages resulting from the use of the vehicle(s)/equipment by the Participant, for which financial assistance or other incentives are received from the District by the Participant.
- 2.7.5 **This section 2.7.5 shall survive the termination of this Agreement for three years following the end date listed in Section 2.7.1.** The Participant shall keep the following records from the beginning of operation of the equipment described in Exhibit A through the end of the term described in Section 2.7.1 and for three years following the end date listed in Section 2.7.1. It is the responsibility of the Participant to maintain records adequate to document the subsequent information. The District may request these records at any time during the term of this Agreement, including:

For Vehicle Projects	For Equipemnt Projects
1. Copies of all driver log book entries for the preceding year	1. Hours operated or fuel consumed
2. Miles traveled or fuel consumed	2. Fuel cost (if reported fuel consumed)
3. Fuel cost (if reported fuel consumed)	3. Engine downtime
4. Vehicle downtime	4. Type and cost of maintenance performed
5. Type and cost of maintenance performed	



- 2.7.6 No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
- 2.7.7 The Participant shall observe and comply with all applicable federal, state and District statutes, ordinances, regulations, rules, directives, and laws. Projects funded by the Community Air Protection Funds Program must be included when defining the size of the fleet for determining regulatory compliance. Throughout the project implementation period as specified in section 2.7.1, projects must not be used to generate credits or compliance extensions, and must be included when determining the size of the fleet for determining regulatory requirements. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. If a provision of this Agreement violates any applicable law or regulation, that provision will be stricken from the Agreement, and all other provisions will remain in full force. Any action or proceeding arising out of this Agreement shall be filed in a state court located in Sutter County or federal court located in Sacramento, California.
- 2.7.8 No performance rendered or payment due under this Agreement may be delegated or assigned without the written consent of all the parties hereto. If the Participant assigns any of its rights or obligations under this contract, all of the terms and conditions of this contract shall apply to the Participant's assignee. This Agreement will bind the successors of the District and Participant in the same manner as if they were expressly named.
- 2.7.9 This Agreement may be terminated by the District upon thirty (30) days written notice if the Participant fails to meet any of the obligations established in this Agreement, the Guidelines, or the Health and Safety Code. The District may also terminate this Agreement upon ten (10) days written notice if: (i) the District does not receive all or a portion of the revenues identified in Paragraph 2.6; or (ii) funds are not specifically appropriated for this Agreement in the District's final budget prior to the expiration of the Agreement and any extensions thereto. If the Agreement is terminated for noncompliance, the Participant will refund the entire incentive paid by the District. The APCO may, at his or her discretion, waive the refund or allow the Participant an opportunity to cure its failure to meet the Agreement obligations. Additionally, the District and/or CARB may seek all available remedies under the law for breaches of any Agreement provisions, Guidelines requirements, or the California Health and Safety Code.
- 2.7.10 The Participant may not sell or encumber the equipment described in Exhibit A without the written consent of the District.
- 2.7.11 The District has made no representations or guarantees to the Participant regarding the quality, condition, or proposed use of the low emission vehicle and engine technology funded under this Agreement or the effects of such technology on the normal operations of the Participant.
- 2.7.12 If either of the events listed in this paragraph occur, the Participant must notify the District within 30 days of the date Participant knows, or reasonably suspects, that the event has occurred or is likely to occur:
- (i) The Participant suffers a catastrophic loss; or
  - (ii) The Participant files for bankruptcy; or
  - (iii) Any other event has occurred or is likely to occur that could impair the Participant's ability to perform the conditions of this Agreement.
- 2.7.13 Correspondence between the District and Participant should be addressed to the following:

To District	To Participant
Carl Moyer Staff Feather River AQMD 541 Washington Avenue Yuba City, CA 95991 Phone: (530) 634-7659 FAX: (530) 634-7660 Email: <a href="mailto:sspaethe@fraqmd.org">sspaethe@fraqmd.org</a>	Greg Taylor Marysville Joint Unified School District 1919 B Street Marysville, CA 95901 Phone: (530) 749-6199 Email: <a href="mailto:gtaylor@mjusd.com">gtaylor@mjusd.com</a>

The address and/or contacts may be changed only by written notice to the other party. Such written notice may be given by mail or personal service.

2.7.14 This Agreement consists of the following:

- (i) Participant Agreement
- (ii) Exhibit A – Vehicle and Engine Information Page
- (iii) Exhibit B – Performance Requirements

If any provision of this agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulations governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

**DISCLOSURE AGREEMENT:** The undersigned represents and warrants that neither the Participant nor any representative of the Participant has received other incentive funding for the same engine(s), equipment, and/or vehicle(s) detailed in Exhibit A. The undersigned further warrants that neither the Participant nor any representative of the Participant will submit another application, sign another contract, or receive other incentive funding from any other source of funds, including but not limited to other air districts or multidistrict funding under the Carl Moyer Program for the same engine(s), equipment, and/or vehicle(s) detailed in Exhibit A.

Any owner or owner's designee who is found to have submitted multiple applications or signed multiple contracts for the same engine(s), equipment, and/or vehicle(s) shall, at a minimum, be disqualified from funding for that engine(s) from all sources, may be required to reimburse the public agencies for any monies received, and may also be banned from submitting future applications to any and all incentive program solicitations. In addition, as a violation of law, including but not limited to the Health and Safety Code and Business and Professions Code, CARB and the districts may levy fines and/or seek criminal charges.

The undersigned representative of Participant has read and agrees to comply with all terms and conditions in this Agreement and also affirmatively states that he or she has legal authority to bind Participant to the terms and conditions of this Agreement.

**Approved by Participant:**

\_\_\_\_\_  
Michael Hodson  
Assistant Superintendent of Business Services

**Date:**

**Approved by the Feather River Air Quality Management District:**

\_\_\_\_\_  
Christopher D. Brown, AICP  
Air Pollution Control Officer

**Date:**



**EXHIBIT A****Vehicle/Equipment Information Form****Vocation(s)** (Please list all vehicle/equipment uses): School Bus**Vehicle or Equipment:** Vehicle**Project Type:** On-Road Replacement**County(ies) Where Vehicle/Equipment/Engine Currently Operates:**

County:	Yuba
Lat/Long for DAC/LIC:	39.112423, -121.564709

**Annual Vehicle/Equipment Usage Information** (be able to prove mileage/hours)

	Within the Yuba and Sutter Area	Outside of Yuba or Sutter Area	Total Operation
Miles/Hours	9,449 miles	0	9,449 miles

**Existing Vehicle/Equipment Information**

Make: Thomas	Model: SAF-T-LINER	Model Year: 1991	GVWR: 35,600
Identification Number: 1T75T4B21M1097795	Fleet Identification Number: 48	License Plate: 359466	Odometer: 385,961

**Existing Engine Information**

Make: Cummins	Model: 6CTA300	Model Yr: 1991	Serial Number: 44582555	HP: 300	Hour Meter: N/A
Fuel Type: Diesel					

**New or Replacement Vehicle/Equipment Information**

Make: Thomas	Model: CHSY	Model Year: 2019	GVWR: 37,600
Identification Number: N/A	Fleet Identification Number: N/A	License Plate: N/A	Odometer: N/A

**New Engine or Retrofit System Information**

Make: Cummins	Model: L9	Model Yr: 2019	Serial Number: N/A	HP: 300	NOx Cert: Tier 4 final
Fuel Type: Diesel					

## EXHIBIT B – PERFORMANCE REQUIREMENTS

The below listed vehicle/equipment(s)/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to Section 2.5 of this Agreement

Vehicle/Equipment and Engine Year Make & Model	Minimum Usage	Anticipated Annual NOx Reduction (tons)	Payback Requirement per Hour/Mile	Maximum Incentive Amount
2019 Thomas CHSY with 2019 Cummins L9 300 hp engine	10 years	0.182	No payback requirement based on hours/miles; must own and operate within Yuba or Sutter counties until December 31, 2029, or may be subject to payback requirement in section 2.5 of this Agreement	\$164,999.99
<b>Total</b>		<b>1.82</b>		<b>\$164,999.99</b>

**AGREEMENT CAP2018-01****FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT  
COMMUNITY AIR PROTECTION FUNDS PROGRAM AGREEMENT**

This Agreement (Agreement) is between the Feather River Air Quality Management District (District), a public agency of the State of California, and Marysville Joint Unified School District (Participant).

**1.0 Recitals**

- 1.1 The District is in nonattainment of the state air quality standards for ozone and particulate matter and is impacted by the effects of toxic air contaminants, including diesel particulate matter and other pollutants from mobile sources.
- 1.2 The District Board of Directors approved Resolution No. 2018-09 authorizing the District's participation in the California Air Resources Board's (CARB) Community Air Protection Funds Program (Program) which is an incentive program to support early actions that reduce cumulative pollutant exposure, consistent with the goals of Assembly Bill 617 (Chapter 254, Statutes of 2017).
- 1.3 The District Board of Directors authorized the Air Pollution Control Officer (APCO) to execute agreements and implement the Program in accordance with the Community Air Protection Funds Supplement to the Carl Moyer Program 2017 Guidelines, the Funding Guidelines for Agencies that Administer California Climate Investments, and the 2017 Guidelines for the Carl Moyer Memorial Air Quality Standards Attainment Program (collectively referred to as Guidelines).
- 1.4 The Program provides incentives to fleet operators and individuals for the purchase, repower and/or retrofit of low-emission on-road motor vehicles, off-road mobile equipment, and agricultural water pumps in accordance with the Guidelines.
- 1.5 The Participant wishes to participate in the Program by purchasing and operating the equipment or vehicle described in this Agreement and represents that the purchase is not required by any local, state, and/or federal rule, regulation, memorandum, or other legally binding agreement, with the exception of certain agricultural projects described in Health and Safety Code §44229(b).
- 1.6 The Participant has read and agreed to all requirements of the Program application, the Community Air Protection Funds Supplement to the Carl Moyer Program 2017 Guidelines, and the 2017 Carl Moyer Program Guidelines which are hereby incorporated into this Agreement.
- 1.7 This Agreement is a voluntary act intended to accelerate the introduction of low-emission vehicle and engine technology designed to reduce emissions of oxides of nitrogen, particulate matter, reactive organic gases, toxic air contaminants, and oxides of carbon within Yuba and Sutter counties.

**2.0 Terms and Conditions****2.1 Definitions**

- 2.1.1 "Applicable emission standards" are defined as the emission standards for oxides of nitrogen (NOx), particulate matter (PM), hydrocarbons, and carbon monoxide established by the California Air Resources Board (CARB) or the United States Environmental Protection Agency (USEPA) for a model year vehicle or engine.
- 2.1.2 "Agricultural water pump" is defined as a stationary or portable device designed to move water used for agricultural purposes.
- 2.1.3 "Certified" is defined as a motor vehicle or engine that is certified by CARB or the USEPA to an emission standard or standards.

- 2.1.4 "Fleet Modernization" is defined as the transaction in which an older on-road motor vehicle or piece of off-road mobile equipment is destroyed and replaced with a similar motor vehicle or piece of equipment certified to a lower emission standard.
- 2.1.5 "Motor vehicle" is defined as a self-propelled device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks.
- 2.1.6 "Off-road equipment" is defined as a self-propelled device not intended for operation on a highway and is powered by an engine certified to off-road or nonroad emission standards.
- 2.1.7 "Repower" is defined as the process in which an old engine is replaced with a new engine.
- 2.1.8 "Retrofit" is defined as the installation of a device designed to reduce emissions from an engine.
- 2.1.9 "Verified" is defined as a device, fuel, or system that is verified by CARB or the USEPA to reduce emissions from a mobile source by a verified amount.

2.2 Participant Obligations – the Participant will:

- 2.2.1 Complete project within 180 days of execution of this Agreement. Project completion is the time frame starting with the date of execution of the Agreement to the date the project post-inspection confirms that the project has become operational. This includes the time period when an engine, equipment, or vehicle is ordered, delivered, and installed. Participant may submit a written request to extend this section if the project cannot be successfully completed due to circumstances beyond the Participant's reasonable control.
- 2.2.2 Ensure that a functioning hour meter is installed on the equipment or a functioning odometer is installed on the vehicle described in Exhibit A for the life of the project. An operational odometer, hour meter, or other District-approved usage measuring device must be installed on all projects and maintained for continuous operation. Should the device fail, Participant agrees to continue to record usage of the equipment and to immediately replace the defective device.
- 2.2.3 Operate the equipment or vehicle described in Exhibit A in Yuba or Sutter counties during the term of this agreement in accordance with the requirements in Exhibit B. Minimum project timeframe will be 3 years unless otherwise approved by CARB. In addition to meeting the operating requirements established in Exhibit B, 75% of the vehicles total operation must occur within California. Agricultural water pumps are required to operate 100% within Yuba or Sutter counties. Cooperate with District and CARB in implementation, monitoring, and enforcement to assure the emissions benefits are real, quantifiable, surplus, and enforceable.
- 2.2.4 Submit an annual report commencing no more than 18 months after project completion and annually thereafter until end of project implementation period. The District will mail annual report to participant and participant shall return completed report by March 31 of each year. Failure to comply with reporting requirements shall result in on-site monitoring and/or inspections. The District may request additional performance documentation at its discretion.

2.3 Payment

- 2.3.1 The District will reimburse the Participant up to \$164,999.99 towards the cost of the vehicle(s) or equipment identified in Exhibit A. The maximum contract amount shall not exceed the maximum funding level corresponding to the program cost-effectiveness limit, nor may the maximum contract amount exceed the project incremental cost. The maximum contract amount must also comply with any funding caps and other criteria for the specific project category as identified in the 2017 Carl Moyer Program Guidelines and the District's Policy and Procedures Manual.
- 2.3.2 All payments made under this Agreement are subject to the provisions and limitations of the California Health and Safety Code. The District shall have no liability for payment of any compensation and expenses that are found to be in contravention of the California Health and

Safety Code or any other local, state, or federal law. The Participant shall reimburse the District for any payments that are later found to be in contravention of the Health and Safety Code or any other local, state, or federal law.

- 2.3.3 No payments shall be issued under this Agreement prior to final inspection of the project by District personnel and verification that the new equipment is operational. The Project must meet milestones such as delivery and installation, post-inspection, and acceptance prior to payment issuance.
- 2.3.4 Payments made under this Agreement are subject to taxation and an IRS Form 1099 will be issued to the Participant. Participant shall be required to provide an IRS form W-9 prior to the issuance of any payment under this Agreement. Funds may be withheld by the County of Yuba or Sutter as required by law for payment of tax liabilities and/or other court-ordered payments.
- 2.3.5 Itemized invoices from engine supplier or paid invoices from vehicle owner for new vehicles must be received by District prior to payment issuance. Payments will be made directly to project applicant if invoice was paid by applicant and will serve as reimbursement. Payments to dealer will be specified in contract.
- 2.3.6 If the final invoice amount is lower than the estimate, the District shall reduce the amount in section 2.3.1 in accordance with the Guidelines.
- 2.3.7 The District shall confirm that the existing vehicle/equipment/engine, as identified in Exhibit A, has been destroyed prior to issuing payment.

#### 2.4 General Program Requirements

- 2.4.1 The Participant warrants that, throughout the term of the agreement, the vehicle(s)/equipment/engine(s) covered under this Agreement shall meet all eligibility requirements described in the Program application and the Guidelines.
- 2.4.2 The Participant cannot apply for or receive additional incentive funds, including but not limited to the state Carl Moyer Program inter-district fund or any other air district fund, including those funds used as matching funds, for any equipment listed in Exhibit A of this Agreement, except federal programs to reduce greenhouse gas emissions or funding provided by the Alternative and Renewable Fuel and Vehicle Technology Program to reduce greenhouse gases. These funds must be disclosed to the District. If the District discovers that the Participant has applied for or received funds from these sources, the District will terminate this Agreement and require that any funds paid under this Agreement be returned to the District.

Participant certifies that they have disclosed all funding sources applied for or received for the equipment listed in Exhibit A of this Agreement. Participant shall notify the District within 10 days of additional sources of funding received for the equipment listed in Exhibit A of this Agreement, including any sources that become available after contract execution.

Participant Initials: \_\_\_\_\_

- 2.4.3 The Participant agrees to operate the equipment or vehicle described in Exhibit A in a manner that is consistent with the eligibility requirements in the Guidelines and the goals and objectives of the Program and within the manufacturer's specifications including all maintenance and fueling requirements. Under no circumstances may the Participant make any modifications to or tamper with the vehicle, equipment, engine, emission control system(s), or any recording devices on the vehicle or equipment prohibited under CARB and USEPA regulations. The Participant also agrees to operate the vehicle, engine, and/or equipment in compliance with all local, state, and federal rules, laws, and regulations. Repower projects must be completed in a manner such that it does not void the engine warranty provided by the manufacturer and any remaining warranty provided by the equipment/vehicle manufacturer.
- 2.4.4 The Participant must submit copies of invoices from service providers that confirm:

- (i) Installation of digital odometer/hour meter; and
- (ii) Finance information (if applicable)

Each invoice must identify new equipment/engine through either a vehicle identification number or engine serial number, and date service was provided. In order to be eligible for funding, labor expenses must be included on invoices and detail the number of hours charged and the hourly wage.

2.4.5 The Participant agrees to the following motor vehicle title requirements:

- (i) The Participant will provide a copy of the replacement vehicle's title to the District, demonstrating that the Applicant is the registered owner of the replacement vehicle.
- (ii) The Participant must be the legal owner of the replacement vehicle through the length of this Agreement.
- (iii) The Participant must maintain replacement value insurance coverage for the project life.

2.4.6 The Participant certifies that their fleet, engine, or equipment/vehicle is in compliance with all applicable federal, state, and local air quality rules and regulations at time of execution. The Participant agrees to maintain compliance with all applicable rules and regulations for full project implementation period as specified in section 2.7.1.

2.5 Repercussions for Nonperformance: The Participant understands and agrees to operate the vehicle/equipment/engine in Exhibit A according to the terms of this Agreement and to cooperate with the District and CARB in the implementation, monitoring, enforcement, and other efforts to assure the emission benefits are real, quantifiable, surplus, and enforceable. Repercussions to the Participant for noncompliance with the contract requirements include termination of the Agreement. Upon termination of this Agreement, and if the vehicle/equipment/engine fails to fulfill the minimum required operation, the Participant shall return to the District an amount based on the difference between the required operation amount and the actual amount operated according to the following formula:

$$A = I * [(O * L) - C] / (O * L)$$

A = Amount Owed to the District

I = Total Incentive Award

O = Annual Operational Requirement (miles, hours or years)

L = Length of the Agreement in Years

C = Actual Operation (miles, hours, or years)

The APCO may, at his or her sole discretion, relieve this obligation to return the funds after considering the circumstances leading to the failure to fulfill the minimum performance requirements. Additionally, the APCO may, at his or her sole discretion, require full reimbursement of all funds paid to the Participant as outlined in Section 2.7.9. Additionally, the APCO may grant a waiver to the engine owner for a defined time period if the owner demonstrates to the APCO's satisfaction that the equipment was significantly underutilized due to unforeseen conditions beyond the owners control. Waivers must be granted in accordance with the Guidelines.

2.6 The parties acknowledge that this Agreement will be funded by incentive fund revenues being transferred to the District and that this Agreement is contingent upon the approval of District's funding request by the State for Community Air Protection Program funds and receipt of said funds by District. District shall not be liable to Participant for any costs or expenses incurred by Participant prior to execution of the Agreement. The Agreement may also be immediately terminated by District should sufficient funds not be received by June 30, 2019.

2.7 General Requirements



- 2.7.1 This Agreement shall begin upon execution by all parties and terminate on December 31, 2029. No work may begin on this project until this Agreement is executed by all parties. For this Agreement, the timeframe indicated by the project completion in Section 2.2.1 of this Agreement and the aforementioned termination date shall serve as the project implementation period. The Participant is required to operate and maintain the equipment described in Exhibit A according to the terms of this Agreement for the full project implementation period.
- 2.7.2 Except as specified in Section 2.7.2(ii), the receipt of funds and performance under this Agreement prohibits application for any form of emission reduction credit for the life of the contract term outlined in Section 2.7.1.
- (i) This prohibition includes, but is not limited to all attainment, nonattainment, criteria and non-criteria pollutants, Application for Emission Reduction Credits (ERC), Mobile Emission Reduction Credits (MERC) and/or Certificates of Advanced Placement (CAP). This prohibition extends to credits from all Air Quality Management or Air Pollution Control Districts.
- 2.7.3 The District, CARB, or their designee may conduct an audit of the Participant's operations to verify that the Participant is complying with the Agreement terms.
- (i) As a condition of accepting funds, the Participant agrees to designate CARB as a third-party beneficiary with full auditing, inspection, and enforcement rights throughout the entire term of the Agreement. The District, CARB (as an intended third party beneficiary), or their designee(s) reserves the authority and right to monitor and enforce the terms of this contract any time throughout project execution through the implementation period to ensure emission reductions are obtained for a minimum of 75% operation within California or as specified in the contract for marine projects, including 5 years after the end of project life for projects lasting more than 5 years.
- (ii) Any audits will be conducted at a reasonable time and with reasonable notice to the Participant. The Participant agrees to provide the District and CARB with on-site access to the vehicle(s)/equipment described in Exhibit A.
- 2.7.4 The Participant shall defend, indemnify, and hold harmless District, CARB, its officers, agents, employees and volunteers from any and all losses, costs, damages, fines or expenses (including attorney fees, court costs and expert fees) or liability of any kind or character to any person or property arising from, or alleged to arise from, any breach of the responsibilities required of the Participant by this Agreement or which are related in any way to the vehicle(s)/equipment, including any and all liability for general, special, consequential, or other damages resulting from the use of the vehicle(s)/equipment by the Participant, for which financial assistance or other incentives are received from the District by the Participant.
- 2.7.5 **This section 2.7.5 shall survive the termination of this Agreement for three years following the end date listed in Section 2.7.1.** The Participant shall keep the following records from the beginning of operation of the equipment described in Exhibit A through the end of the term described in Section 2.7.1 and for three years following the end date listed in Section 2.7.1. It is the responsibility of the Participant to maintain records adequate to document the subsequent information. The District may request these records at any time during the term of this Agreement, including:

For Vehicle Projects	For Equipemnt Projects
1. Copies of all driver log book entries for the preceding year	1. Hours operated or fuel consumed
2. Miles traveled or fuel consumed	2. Fuel cost (if reported fuel consumed)
3. Fuel cost (if reported fuel consumed)	3. Engine downtime
4. Vehicle downtime	4. Type and cost of maintenance performed
5. Type and cost of maintenance performed	



- 2.7.6 No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
- 2.7.7 The Participant shall observe and comply with all applicable federal, state and District statutes, ordinances, regulations, rules, directives, and laws. Projects funded by the Community Air Protection Funds Program must be included when defining the size of the fleet for determining regulatory compliance. Throughout the project implementation period as specified in section 2.7.1, projects must not be used to generate credits or compliance extensions, and must be included when determining the size of the fleet for determining regulatory requirements. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. If a provision of this Agreement violates any applicable law or regulation, that provision will be stricken from the Agreement, and all other provisions will remain in full force. Any action or proceeding arising out of this Agreement shall be filed in a state court located in Sutter County or federal court located in Sacramento, California.
- 2.7.8 No performance rendered or payment due under this Agreement may be delegated or assigned without the written consent of all the parties hereto. If the Participant assigns any of its rights or obligations under this contract, all of the terms and conditions of this contract shall apply to the Participant's assignee. This Agreement will bind the successors of the District and Participant in the same manner as if they were expressly named.
- 2.7.9 This Agreement may be terminated by the District upon thirty (30) days written notice if the Participant fails to meet any of the obligations established in this Agreement, the Guidelines, or the Health and Safety Code. The District may also terminate this Agreement upon ten (10) days written notice if: (i) the District does not receive all or a portion of the revenues identified in Paragraph 2.6; or (ii) funds are not specifically appropriated for this Agreement in the District's final budget prior to the expiration of the Agreement and any extensions thereto. If the Agreement is terminated for noncompliance, the Participant will refund the entire incentive paid by the District. The APCO may, at his or her discretion, waive the refund or allow the Participant an opportunity to cure its failure to meet the Agreement obligations. Additionally, the District and/or CARB may seek all available remedies under the law for breaches of any Agreement provisions, Guidelines requirements, or the California Health and Safety Code.
- 2.7.10 The Participant may not sell or encumber the equipment described in Exhibit A without the written consent of the District.
- 2.7.11 The District has made no representations or guarantees to the Participant regarding the quality, condition, or proposed use of the low emission vehicle and engine technology funded under this Agreement or the effects of such technology on the normal operations of the Participant.
- 2.7.12 If either of the events listed in this paragraph occur, the Participant must notify the District within 30 days of the date Participant knows, or reasonably suspects, that the event has occurred or is likely to occur:
- (i) The Participant suffers a catastrophic loss; or
  - (ii) The Participant files for bankruptcy; or
  - (iii) Any other event has occurred or is likely to occur that could impair the Participant's ability to perform the conditions of this Agreement.
- 2.7.13 Correspondence between the District and Participant should be addressed to the following:

To District	To Participant
Carl Moyer Staff Feather River AQMD 541 Washington Avenue Yuba City, CA 95991 Phone: (530) 634-7659 FAX: (530) 634-7660 Email: <a href="mailto:sspaethe@fraqmd.org">sspaethe@fraqmd.org</a>	Greg Taylor Marysville Joint Unified School District 1919 B Street Marysville, CA 95901 Phone: (530) 749-6199 Email: <a href="mailto:gtaylor@mjUSD.com">gtaylor@mjUSD.com</a>

The address and/or contacts may be changed only by written notice to the other party. Such written notice may be given by mail or personal service.

2.7.14 This Agreement consists of the following:

- (i) Participant Agreement
- (ii) Exhibit A – Vehicle and Engine Information Page
- (iii) Exhibit B – Performance Requirements

If any provision of this agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulations governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

**DISCLOSURE AGREEMENT:** The undersigned represents and warrants that neither the Participant nor any representative of the Participant has received other incentive funding for the same engine(s), equipment, and/or vehicle(s) detailed in Exhibit A. The undersigned further warrants that neither the Participant nor any representative of the Participant will submit another application, sign another contract, or receive other incentive funding from any other source of funds, including but not limited to other air districts or multidistrict funding under the Carl Moyer Program for the same engine(s), equipment, and/or vehicle(s) detailed in Exhibit A.

Any owner or owner's designee who is found to have submitted multiple applications or signed multiple contracts for the same engine(s), equipment, and/or vehicle(s) shall, at a minimum, be disqualified from funding for that engine(s) from all sources, may be required to reimburse the public agencies for any monies received, and may also be banned from submitting future applications to any and all incentive program solicitations. In addition, as a violation of law, including but not limited to the Health and Safety Code and Business and Professions Code, CARB and the districts may levy fines and/or seek criminal charges.

The undersigned representative of Participant has read and agrees to comply with all terms and conditions in this Agreement and also affirmatively states that he or she has legal authority to bind Participant to the terms and conditions of this Agreement.

**Approved by Participant:**

\_\_\_\_\_  
Michael Hodson  
Assistant Superintendent of Business Services

**Date:**

**Approved by the Feather River Air Quality Management District:**

\_\_\_\_\_  
Christopher D. Brown, AICP  
Air Pollution Control Officer

**Date:**

**EXHIBIT A****Vehicle/Equipment Information Form****Vocation(s)** (Please list all vehicle/equipment uses): School Bus**Vehicle or Equipment:** Vehicle**Project Type:** On-Road Replacement**County(ies) Where Vehicle/Equipment/Engine Currently Operates:**

County:	Yuba
Lat/Long for DAC/LIC:	39.12896, -121.559026

**Annual Vehicle/Equipment Usage Information** (be able to prove mileage/hours)

	Within the Yuba and Sutter Area	Outside of Yuba or Sutter Area	Total Operation
Miles/Hours	15,787 miles	0	15,787 miles

**Existing Vehicle/Equipment Information**

Make: Thomas	Model: SAF-T-LINER	Model Year: 1995	GVWR: 26,200
Identification Number: 1T75U4B29S1124929	Fleet Identification Number: 26	License Plate: 1344924	Odometer: 315,924

**Existing Engine Information**

Make: CAT	Model: 3116TA-250	Model Yr: 1995	Serial Number: 2BKY0706	HP: 250	Hour Meter: N/A
Fuel Type: Diesel					

**New or Replacement Vehicle/Equipment Information**

Make: Thomas	Model: CHSY	Model Year: 2019	GVWR: 37,600
Identification Number: N/A	Fleet Identification Number: N/A	License Plate: N/A	Odometer: N/A

**New Engine or Retrofit System Information**

Make: Cummins	Model: L9	Model Yr: 2019	Serial Number: N/A	HP: 300	NOx Cert: Tier 4 final
Fuel Type: Diesel					

## EXHIBIT B – PERFORMANCE REQUIREMENTS

The below listed vehicle/equipment(s)/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to Section 2.5 of this Agreement

Vehicle/Equipment and Engine Year Make & Model	Minimum Usage	Anticipated Annual NOx Reduction (tons)	Payback Requirement per Hour/Mile	Maximum Incentive Amount
2019 Thomas CHSY with 2019 Cummins L9 300 hp engine	10 years	0.305	No payback requirement based on hours/miles; must own and operate within Yuba or Sutter counties until December 31, 2029, or may be subject to payback requirement in section 2.5 of this Agreement	\$164,999.99
<b>Total</b>		<b>3.05</b>		<b>\$164,999.99</b>

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT FOOD SERVICE AGREEMENT WITH  
AeroSTEM Academy

This agreement, executed in duplicate, entered into on June 7, 2019 between the Marysville Joint Unified School District hereinafter referred to as **School Food Authority (SFA)** and the AeroSTEM Academy hereinafter referred to as Academy is made for the purpose of providing lunches and/or breakfasts, hereinafter referred to as "meals", which meet the National School Lunch and/or School Breakfast Program meal requirements. It is hereby agreed that:

- A. SFA will provide meals that comply with the nutrition standards as established by the United State Department of Agriculture for the National School Lunch and/or School Breakfast Program to the Academy. The SFA will represent the Academy as the "Sponsor" and will claim reimbursement from the California Department of Education for all meals served to children enrolled in the Academy. Reimbursement will be claimed at the rate of one breakfast and/or one lunch per day per child. Reimbursement will be claimed according to each child's eligibility category.
- SFA will provide the necessary utensils, straws and trays.
- B. The delivered price per meal will be as follows:
- \$3.00/full-paid lunch and \$0.40/reduced-price lunch and \$4.50/non-student lunch
  - \$1.75/full-paid breakfast and \$0.30/reduced-price breakfast and \$2.25/non-student breakfast, if applicable
  - Prices are subject to NSLP Paid Lunch Equity requirements; prices may increase once 2019/2020 meal reimbursement rates are released.
- C. The Academy will be responsible for writing a procedure for how students without money for meals will be handled in accordance with Senate Bill 250: USDA Meal Charge Policy. If the Academy's policy states to allow students to carry an unpaid balance on their meal account, the Academy must make payment to SFA for all unpaid meal charges by June 30, 2020. SFA has provided two sample policies included as Exhibit A and B in this document; Exhibit A establishes charge limitation while Exhibit B has no limitations. It is the responsibility of the Academy to handle parent communication regarding the meal charge policy and any balances owed.
- D. For the processing of applications and associated paperwork, the Academy will be charged \$1.50 per student/per month fee for students with a free or reduced meal status for the remainder of the school year. It is imperative the Academy office staff reports new enrollees and drops on a monthly basis.
- E. SFA will prepare the meals in the (Marysville Joint USD/MHS Kitchen) located at (12 E. 18th Street, Marysville). This preparation site will maintain the appropriate State and local health certifications for the facility.
- F. The number of meals prepared by the SFA will not exceed the number of students enrolled and in attendance at the Academy. The Academy will notify the SFA of the number of meals needed the morning of service, by 9:00am. The Academy will be obligated to accept and pay for the number of meals requested but not served, at the non-student rate of \$4.50/meal. SFA will not be obligated to provide any meals on days when AeroSTEM schools are not in session.

- G. **SFA** will provide the temperature control equipment necessary to transport the meals but will not deliver meals. Academy will agree to pick up meals from Marysville High Kitchen at the agreed upon time and provide all personnel necessary to serve and supervise the consumption of the meals. **SFA** will provide training to staff of the Academy on point of service meal counts and completion of all documents required by the National School Lunch Program and/or School Breakfast Program.
- Both parties will be responsible for maintaining the proper temperature of the meal components during the time said meals are in their possession.
  - Academy is responsible for acquiring and properly maintaining hot and cold temperature control equipment at service location if meals cannot be served within 30 minutes of pick up time.
- H. The Academy will return on a daily basis any and all property owned by the **SFA**.
- I. No later than one (1) week prior to the end of each month the **SFA** will provide to the Academy a monthly menu for all meal types to be served for the following month.
- J. When requested by the Academy, the **SFA** will provide field trips meals that meet the National School Lunch Program and/or School Breakfast Program requirements for field trips. Field trip meals will be requested at least 3 working days in advance. The cost per meal will remain the same as for the regular meal.
- K. All applications and eligibility determinations and requirements for qualifying students for the National School Lunch Program will be handled by the **SFA**. All records are subject to audit. Confidentiality of meal eligibility will be maintained by the **SFA** in accordance to EC 49558.
- L. USDA requires meals for students with disabilities to be accommodated according to the child's physician prescription. The USDA Form to Request School Meal Accommodations for Medical Needs will be required from the child's physician. These forms must be provided to the **SFA** immediately upon receipt by the Academy. The Academy will be financially responsible to fund any food expense to the **SFA** for special meals that exceeds the per meal budget for regular meals.
- M. Gifts or exchanges of commodities are not permitted. Until the students consume it, the food prepared remains the property of the State and Federal governments.
- N. The Academy will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any and all liability, cost, or expense arising out of the performance of the agreement.
- O. The Academy will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$1,000,000 for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the **SFA**.
- P. Both parties will comply with all applicable Federal, State and local statutes and regulations with regard to the preparation and consumption of meals, which meet the National School Lunch Program and/or School Breakfast Program meal requirements including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals and nondiscrimination. All records maintained by both parties will be open to
- 98

- R. Academy will be responsible for performing edit checks each school day.
- S. Academy is ultimately responsible for the meal count and claiming accountability.
- T. Academy is responsible for meal accountability by eligibility of meals served and transmitted to MJUSD each day.
- U. Academy will be responsible for all fees and updates to POS system and software.
- V. Academy will be responsible for maintaining a Satellite Food Permit issued by the County and correcting any violations from routine Health Inspections. Academy will be responsible to providing copies of routine inspection reports to SFA.
- W. The term of this agreement will be from July 1, 2019 until June 30, 2020 unless terminated by either party on 30-days written notice.
- X. All business and information relating to the execution of this agreement and services thereof, including kitchen visitations, will be directed to the Director of Nutrition Services, Marysville Joint Unified School District.

Name of school food authority:	
Marysville Joint Unified School District	
Name and title of school/agency official:	Telephone No:
Amber Watson, Director of Nutrition Services	(530) 749-6178
Signature of school/agency official:	Date:
Name of receiving school/agency:	
AeroSTEM Academy	
Name and title of receiving school/agency official:	Telephone No:
Kathy Smith, School Director	530-742-2508
Signature of receiving school agency official:	Date:
Kathy Smith	6-7-2019



## **Exhibit B: Meal Charge Policy Option 2**

Aerostem Academy will allow the following charge system for student meals; this policy must be provided to all parents upon enrollment or at the start of the school year (this policy does not apply to students/households who qualify for free or reduced-price meals).

- 1) When a student balance reaches \$5.00, start to inform the student at the register that their balance is low and they need to add money to their account.
- 2) A notice shall also be sent to inform the parent that the student has a low balance and money needs to be added to their account.
- 3) If their account goes to a negative balance, the parent should be called by you or if there is a language barrier, by the parent liaison to notify the parent that they owe money and to send in a payment. In addition, send written notification to parent, using the letter template and include an account transaction print out.
- 4) Students with account charges will be provided a full reimbursable meal and account charges will be applied without limitation. Parents will be provided weekly written charge notices requesting payment.
- 5) If you think that this is a hardship for the family, notify the principal and ask if they are aware of any circumstances that would allow them to do a hardship application for the family. If the principal agrees, they can fill in all of the students' names in the family on the application and submit a signed letter on letterhead, explaining why we should consider them for a hardship.
- 6) Continue calls and notes home to the parents until the family qualifies for meal benefits or payment is received.