

Marysville Joint Unified School District

Homeless Education Celebrates...



The Marysville Joint Unified School District Homeless Education Program received a lot of love in 2020 allowing us to share the joy with homeless students and their families despite the pandemic we are navigating.

Here is a collective snapshot of the generosity.

random ACTS OF Kindness

Random Acts of Kindness provides snack bags to homeless students on Friday afternoons to help ease food insecurities over the weekend. During the pandemic, the Homeless Education Program partnered with our Transportation Department to keep the spirit of giving alive and continue to deliver snack bags to homeless families despite distance learning. Large snack boxes were provided during Thanksgiving and winter breaks to help sustain students.

2020 Random Acts of Kindness were made possible through the generosity of Ghirardelli Associates, Lew Matsumoto Trust, and the Yuba County Displaced Youth Multi-Disciplinary Team.

Ho Ho Ho... Homeless

Keeping with holiday tradition, Santa rallied his elves to grant homeless students' Christmas wishes. Agents of Change and friends of the Homeless Education Program purchased gifts for students. We loaded two school buses and distributed presents and food boxes in school parking lots and delivered to those who weren't able to pick up their sacks of Christmas magic. Even though Santa couldn't make an appearance and we couldn't serve a meal, we knew how important it was to continue our holiday tradition for students who otherwise would go without.

Additional elf partners: Yuba County Leadership, Yuba County Probation, Yuba County Sheriff's Department, MJUSD employees and friends, SoYouCan, and Les Schwab Tire Center in Yuba City.



thank
you



In 2015, the Marysville Kiwanis Club created the MJUSD Homeless Education Program Kiwanis Klothes Kloset under President Angie Gates' leadership. The entire club embraced her project, and their generous support continues to this day.

Over the years, Kiwanis has donated more than \$3,000 in clothes, socks, underwear, pajamas, shoes, hygiene items, duffle bags, and other unique needs as they arise.

Hats Off to Homeless Education

This year's Hats Off to Homeless Education FUNdraiser was made possible by our friends at Lakeview Center and Freetime Java. The Be-YOU-tiful hats were a FUN way to generate additional FUNDing to support programs for our homeless students and create additional ways to remove barriers to education.

A special thank you to the MJUSD Education Foundation for partnering with the Homeless Education Program on this FUNdraiser.



Charitable Piggy Bank



Frank M. Booth, Inc. employees reached out during the holidays and reached into their company's charitable piggy bank to provide 50 individual bags loaded with hygiene items for homeless and other economically disadvantaged students to launch their company's season of giving. The Attendance and Discipline team distributed the donations during their more than 2,000 home visits so far this year.

The Homeless Education Program was invited to share with Frank M. Booth employees a bit about the district's outreach and advocacy while they assembled the hygiene bags.



FROM THE BOTTOM OF OUR HEART
TO ALL OUR COMMUNITY PARTNERS!



CONTRACT SERVICES AGREEMENT
Marysville High School – Learning By Design, LLC

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into on 1/26/2021 (hereinafter, the “Effective Date”), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”) and Maria Nielsen with Learning by Design, LLC (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 **2020-2021** commencing from **January 29, 2021 through March 18, 2021**
- 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 **TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00)** (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR’s performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR’s monthly compensation is a function of hours works by CONTRACTOR’s personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts

included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

II. PERFORMANCE OF AGREEMENT

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

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

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

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

- A. **Commercial General Liability Insurance:** CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. **Automobile Liability Insurance:** CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.

3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants,

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

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this

Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

VI. MISCELLANEOUS PROVISIONS

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

competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*

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

CONTRACTOR:
Learning By Design
Maria Nielsen

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

Phone: 435.994.0887
Fax:
Email: marianielsenplc@gmail.com

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: _____
Penny Lauseng
Assistant Superintendent of Business Services

Contractor

By: Maria Nielsen

Name: Maria Nielsen

Title: Learning By Design

Exhibit A
Scope of Work

Maria Nielsen and associates of Learning by Design will provide virtual professional development services to support the professional learning community process and development at Marysville High School. Dates of services will be as follows and subject to change as needed:

January 29, 2021

March 8, 2021

March 9, 2021

March 18, 2021



MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INSPECTION SERVICES

PROJECT: **8303: Linda Pre-School Portable Project**

This agreement is made and entered into on this **26th day of January, 2021**, by and between the **Marysville Joint Unified School District** hereinafter referred to as "DISTRICT", and **Jack Campbell** referred to as "INSPECTOR".

WITNESSETH:

WHEREAS, DISTRICT is causing general construction, repairs and/or replacement to be constructed on DISTRICT property in Yuba County, State of California; and

WHEREAS, INSPECTOR is fully licensed and authorized by the State of California to provide inspections on school buildings, portable school buildings, and other structures.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, IT is AGREED by and between the parties hereto as follows:

1.0. Scope of Work

DISTRICT hereby hires INSPECTOR as an independent contractor to perform inspection services on DISTRICT project(s). Such services shall include, but shall not be limited to:

1.1. Specifications

Inspection of the work during construction to assure that all work is done in accordance with the approved plans and specifications and applicable federal, state, and local building codes.

1.2. Log

The maintenance of a detailed daily inspection log.

1.3. Certification

The certification of work completed and in progress, by the contractor, including material and equipment on or off site for pay request verification purposes.

1.4. Other

Such other services as may be designated by the DISTRICT.

2.0. Term

The term of this agreement shall commence on the date the District determines inspection services are necessary, and shall continue until the District determines inspection services are no longer required.

3.1. Rate

DISTRICT shall compensate INSPECTOR at the rate of:

\$70.00 per hour for DSA Class I;
\$65.00 per hour for DSA Class II;
\$60.00 per hour for DSA Class III & IV

for all time worked during normal working hours, Monday through Friday up to eight (8) hours per day. Hours worked in excess of eight (8) hours per day, forty (40) hours per week, and on Saturdays shall be compensated at the rate of 1.5 times the hourly rate stated above. All hours worked on Sundays and holidays shall be compensated at the rate of 2.0 times the hourly rate stated above. All overtime work shall be authorized in advance by the DISTRICT Assistant Superintendent, Business Services or designee.

The total fees (including reimbursable expenses) not-to-exceed: \$ 27,000.00

3.2. Reimbursable Expenses

DISTRICT shall reimburse INSPECTOR for necessary out of pocket expenses, i.e., plan reproductions, long distance telephone calls, and/or film and development costs used for provided services.

3.3. Time Sheets and Payment

INSPECTOR shall submit monthly invoices at the end of each month identifying regular time, overtime, mileage log and receipts for out of pocket expenses. Payment shall be made in full by DISTRICT to INSPECTOR within thirty (30) working days after approval by the District Business Office.

4.0. Records

INSPECTOR shall maintain at all times complete detailed records and an inspection log with regard to the services performed under this agreement. The records shall be the property of the DISTRICT.

5.0. Non-assignability

This agreement and the rights and duties hereunder shall not be assigned in whole or in part without written consent of the DISTRICT.

6.0. Insurance

INSPECTOR shall provide any required insurance at his/her own expense.

7.0 Fingerprint Certification

INSPECTOR will maintain compliance at all times with Education Code Section 45125.2.

This agreement may be canceled by the DISTRICT or the INSPECTOR upon the giving of thirty (30) calendar days advance written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation, the INSPECTOR shall be paid for all services performed up to the date of the cancellation.

IN WITNESS WHEREOF, this agreement has been executed on the day, month, and year first above written.

For "DISTRICT":

Penny Lauseng, Assistant Superintendent, Business Services

Date

"INSPECTOR"

Jack E. Campbell

January 26, 2021

Date

Jack E. Campbell Inspection Services

PO Box 569

El Dorado, Ca. 95623

916-532-2039

jcampbell@directcon.net

Proposal

Inspection Services for **8303-Linda Pre-School Portable Project**

Scope of work will include all Inspection services that will take place for the duration of this project; plan checks through DSA final approval; inspection of all work to assure completion in accordance with the DSA approved plans and specifications including all applicable federal, state, and local building codes and DSA requirements; submittal of daily inspection logs; certification of all work; all DSA required inspections and testing; and review of as-built and closeout drawings, along with all documentation. Work will also include attending the mandatory pre-bid walk and the construction kick-off meeting.

Contract amount to be \$27,000.00

Regards,


Jack E. Campbell



MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INSPECTION SERVICES

PROJECT: **8304: McKenney Portable Addition Project**

This agreement is made and entered into on this **26th day of January, 2021**, by and between the **Marysville Joint Unified School District** hereinafter referred to as "DISTRICT", and **Jack Campbell** referred to as "INSPECTOR".

WITNESSETH:

WHEREAS, DISTRICT is causing general construction, repairs and/or replacement to be constructed on DISTRICT property in Yuba County, State of California; and

WHEREAS, INSPECTOR is fully licensed and authorized by the State of California to provide inspections on school buildings, portable school buildings, and other structures.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, IT is AGREED by and between the parties hereto as follows:

1.0. Scope of Work

DISTRICT hereby hires INSPECTOR as an independent contractor to perform inspection services on DISTRICT project(s). Such services shall include, but shall not be limited to:

1.1. Specifications

Inspection of the work during construction to assure that all work is done in accordance with the approved plans and specifications and applicable federal, state, and local building codes.

1.2. Log

The maintenance of a detailed daily inspection log.

1.3. Certification

The certification of work completed and in progress, by the contractor, including material and equipment on or off site for pay request verification purposes.

1.4. Other

Such other services as may be designated by the DISTRICT.

2.0. Term

The term of this agreement shall commence on the date the District determines inspection services are necessary, and shall continue until the District determines inspection services are no longer required.

3.1. Rate

DISTRICT shall compensate INSPECTOR at the rate of:

\$70.00 per hour for DSA Class I;
\$65.00 per hour for DSA Class II;
\$60.00 per hour for DSA Class III & IV

for all time worked during normal working hours, Monday through Friday up to eight (8) hours per day. Hours worked in excess of eight (8) hours per day, forty (40) hours per week, and on Saturdays shall be compensated at the rate of 1.5 times the hourly rate stated above. All hours worked on Sundays and holidays shall be compensated at the rate of 2.0 times the hourly rate stated above. All overtime work shall be authorized in advance by the DISTRICT Assistant Superintendent, Business Services or designee.

The total fees (including reimbursable expenses) not-to-exceed: **\$ 40,000.00**

3.2. Reimbursable Expenses

DISTRICT shall reimburse INSPECTOR for necessary out of pocket expenses, i.e., plan reproductions, long distance telephone calls, and/or film and development costs used for provided services.

3.3. Time Sheets and Payment

INSPECTOR shall submit monthly invoices at the end of each month identifying regular time, overtime, mileage log and receipts for out of pocket expenses. Payment shall be made in full by DISTRICT to INSPECTOR within thirty (30) working days after approval by the District Business Office.

4.0. Records

INSPECTOR shall maintain at all times complete detailed records and an inspection log with regard to the services performed under this agreement. The records shall be the property of the DISTRICT.

5.0. Non-assignability

This agreement and the rights and duties hereunder shall not be assigned in whole or in part without written consent of the DISTRICT.

6.0. Insurance

INSPECTOR shall provide any required insurance at his/her own expense.

7.0 Fingerprint Certification

INSPECTOR will maintain compliance at all times with Education Code Section 45125.2.

This agreement may be canceled by the DISTRICT or the INSPECTOR upon the giving of thirty (30) calendar days advance written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation, the INSPECTOR shall be paid for all services performed up to the date of the cancellation.

IN WITNESS WHEREOF, this agreement has been executed on the day, month, and year first above written.

For "DISTRICT":

Penny Lauseng, Assistant Superintendent, Business Services

Date

"INSPECTOR"

Jack E. Campbell

January 26, 2021

Date

Jack E. Campbell Inspection Services

PO Box 569

El Dorado, Ca. 95623

916-532-2039

jcampbell@directcon.net

Proposal

Inspection Services for **8304-McKenney Portable Addition Project**

Scope of work will include all Inspection services that will take place for the duration of this project; plan checks through DSA final approval; inspection of all work to assure completion in accordance with the DSA approved plans and specifications including all applicable federal, state, and local building codes and DSA requirements; submittal of daily inspection logs; certification of all work; all DSA required inspections and testing; and review of as-built and closeout drawings, along with all documentation. Work will also include attending the mandatory pre-bid walk and the construction kick-off meeting.

Contract amount to be \$40,000.00

Regards,



Jack E. Campbell

9. PROJECT FORMS

4. CONTRACT

This Contract ("Contract") is made by and between the Marysville Joint Unified School District ("District"), and **Brownsville Sand & Gravel, 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: **Bus Parking Lot Paving Project.**

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, and the 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 **Forty-Five Thousand Dollars (\$ 45,000.00).** 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.

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 **151** 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

Penny Lauseng
Name

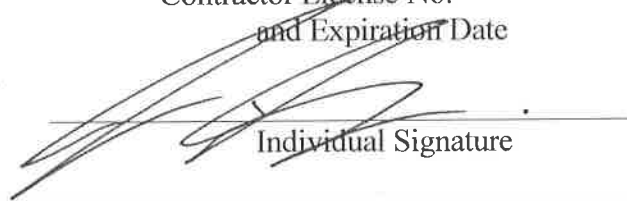
Signature

Assistant Superintendent of Business Services
Title

Date

Brownville Sand & Gravel, Inc.
Contractor Name

License Number #709380 Exp:09/30/2021
Contractor License No.
and Expiration Date


Individual Signature

Title

1-26-2021
Date

For: _____
Corporation or Partnership

If Corporation, Seal Below.

Date : 10/15/2020

PROPOSAL



NAME / ADDRESS

MJUSD
1919 B St. Marysville, Ca.
749-6184

JOB NAME & LOCATION

Pave Gravel Area
MJUSD Bus Parking Lot

PROPOSAL IS FOR THE FOLLOWING WORK:

Sawcut edge of existing asphalt in parking lot and sawcut West gate entrance for smooth transition.
Grade and compact existing gravel area for proper drainage.
Pave approx. 18,900 sq.ft. of area @ 3" thick with PG64-10 asphalt.

Prevailing Wage to be paid on this job.


PROPOSAL TOTAL: \$ 45,000.00

Forty Five Thousand Dollars

TERMS OF PAYMENTS MADE AS FOLLOWS:

Upon Completion

SIGNATURE OF CLIENT & DATE



SIGNATURE OF CONTRACTOR
CON. LICENSE # 708380

Customer's Acceptance of Proposal

The above prices and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified.

Payment as outlined above.

Upon signing by both parties, this becomes an official contract.

Note: This proposal may be withdrawn if not signed within 30

Grant Award Notification

GRANTEE NAME AND ADDRESS Gary Cena, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				20	14968	72736	01
Attention Amber Watson				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Nutrition Services				Resource Code	Revenue Object Code		Yuba
Telephone 530-749-6178				5370	8220		INDEX
Name of Grant Program Fresh Fruit and Vegetable Program							0190
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$252,518.00		\$252,518.00	0	10-1-20	6-30-21	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
10.582	7CA310CA1	Fresh Fruit and Vegetable Program			USDA		
<p>Dear Superintendent Cena:</p> <p>I am pleased to inform you that you have been funded for the Fresh Fruit and Vegetable Program.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.</p> <p>Please complete the electronic signature process provided in your award e-mail to accept this second allocation Grant Award Notification (AO-400) within 10 days. Once completed, a final PDF copy will be e-mailed to all parties to the agreement.</p>							
California Department of Education Contact Sauncerae Gans				Job Title Analyst			
E-mail Address sgans@cde.ca.gov					Telephone 916-323-6775		
Signature of the State Superintendent of Public Instruction or Designee 					Date December 7, 2020		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent Gary Cena				Title Superintendent			
E-mail Address gcena@mjuds.k12.ca.us					Telephone		
Signature 					Date Jan 7, 2021		

Grant Award Notification (Continued)

Please note these very important Fresh Fruit and Vegetable Program (FFVP) Grant guidelines:

1. Grantees must follow all of the FFVP guidance issued by the U.S. Department of Agriculture (USDA) and the California Department of Education (CDE) as outlined in the FFVP Application Package for the 2020–21 school year.

- The USDA's *FFVP Handbook for Schools* (December 2010) can be downloaded at the USDA FFVP Web page at <https://fns-prod.azureedge.net/sites/default/files/resource-files/handbook.pdf>.
- The CDE California FFVP Guidelines are available at <https://www.cde.ca.gov/ls/nu/sn/caffvp.asp?tabsection=2>.

2. Each grantee will receive their FFVP Grant award in **two allocations** during the July 1, 2020, through June 30, 2021, grant period:

- **First Allocation: July 1, 2020, through September 30, 2020**
- **Second Allocation: October 1, 2020, through June 30, 2021**

Please note that the initial Grant Award Notification (GAN) letter indicates a grantee's **First Allocation** only. This funding **must be spent by September 30, 2020**. Any unspent funds cannot be used after September 30, 2020, and will be returned to the USDA.

Prior to October 2020, the CDE will provide a second GAN letter to reflect the **Second Allocation** of funding. The grantee may spend these funds from **October 1, 2020, through June 30, 2021**. At the end of the grant period, all unspent funds will be returned to the USDA.

If the school food authority has any participating FFVP schools that have not implemented the FFVP by October 16, 2020, the CDE will amend the second allocation award of that school to zero dollars and remove the school from the FFVP.

3. Grantees must abide by the FFVP Grant award reimbursement process provided below:
 - Funds will not be disbursed until a reimbursement claim is submitted.
 - Grantees submit reimbursement claims on a monthly basis.
 - FFVP reimbursement claims must be filed within 30 days after the month for which a grantee is claiming reimbursement.
 - Any reimbursement claims submitted in excess of the grantee's total award amount will not be paid.
 - Grantees are responsible for monitoring their award budget to ensure that spending is consistent with allowable costs.
4. All grantees **must** participate in three FFVP Orientation Online Trainings (Program, Fiscal, and Claiming) in August 2020.
5. At the end of the grant period, grantees will be responsible for completing a Final Progress Report, which will include information about the variety of fruits and vegetables served, frequency of snack service, snack delivery method, nutrition education offered, and partners assisting with FFVP implementation.






Marysville - Second Allocation Grant Award, Fresh Fruit and Vegetable Program 2020-21

Final Audit Report

2021-01-07

Created:	2021-01-07
By:	Saucerae Gans (sgans@cde.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1vRQMm9WBHJuyIJ95kvqN3WttQdlpwwR

"Marysville - Second Allocation Grant Award, Fresh Fruit and Vegetable Program 2020-21" History

-  Document created by Saucerae Gans (sgans@cde.ca.gov)
2021-01-07 - 6:35:28 PM GMT - IP address: 165.74.20.141
-  Document emailed to Gary Cena (gcena@mjud.k12.ca.us) for signature
2021-01-07 - 6:36:24 PM GMT
-  Email viewed by Gary Cena (gcena@mjud.k12.ca.us)
2021-01-07 - 7:14:20 PM GMT - IP address: 207.166.0.90
-  Document e-signed by Gary Cena (gcena@mjud.k12.ca.us)
Signature Date: 2021-01-07 - 7:17:18 PM GMT - Time Source: server- IP address: 207.166.0.90
-  Agreement completed.
2021-01-07 - 7:17:18 PM GMT



POWERED BY
Adobe Sign

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2020-21 Fresh Fruit and Vegetable Program Award Recipients--Second Allocation

California Department of Education
Nutrition Services Division

October 1, 2020

County Name	Vendor #	County #	Local Educational Agency	School/Site	Grant Number	Amount
Yuba	72736Z	58	Marysville Joint Unified School District	Cedar Lane Elementary School	20-14968-72736-01	\$32,201.35
Yuba	72736Z	58	Marysville Joint Unified School District	Covillaud Elementary School	20-14968-72736-01	\$32,360.50
Yuba	72736Z	58	Marysville Joint Unified School District	Dobbins Elementary School	20-14968-72736-01	\$2,122.00
Yuba	72736Z	58	Marysville Joint Unified School District	Ella Elementary School	20-14968-72736-01	\$37,294.15
Yuba	72736Z	58	Marysville Joint Unified School District	Johnson Park Elementary School	20-14968-72736-01	\$21,803.55
Yuba	72736Z	58	Marysville Joint Unified School District	Kynoch Elementary School	20-14968-72736-01	\$44,562.00
Yuba	72736Z	58	Marysville Joint Unified School District	Loma Rica Elementary School	20-14968-72736-01	\$42,068.65
Yuba	72736Z	58	Marysville Joint Unified School District	Loma Rica Elementary School	20-14968-72736-01	\$5,729.40
Yuba	72736Z	58	Marysville Joint Unified School District	Olivehurst Elementary School	20-14968-72736-01	\$34,376.40

\$252,518.00

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Adventist Health and Rideout Drug Testing Services

Participation Agreement And Certificate of Compliance

January 1, 2021 - December 31, 2021

Marysville Joint Unified School District has been a participant in Adventist Health and Rideout Drug Testing Services, a random drug and alcohol testing program as mandated by the Code of Federal Regulations DOT-FMCSA 49 CFR Part 382 since 01/01/19. **Marysville Joint Unified School District** continues to be a member in good standing for the calendar year 2021. Any questions regarding their participation in this program may be referred to Adventist Health and Rideout Drug Testing Services at 530 751-4911.

Participation in this program will continue through December 31, 2021, or until either party terminates this agreement with a 15 day written notice of cancellation. Marysville Joint Unified School District's participation in this program will be terminated by Adventist Health and Rideout Drug Testing Services for nonpayment of charges, failure to respond to random testing notices or failure of Marysville Joint Unified School District to follow regulations as set forth in 49 CFR Part 382 and Part 40.

Notification of testing violations (including refusal to test, positive, substituted or adulterated tests as well as return to duty and follow up testing) may be reported to all Primary Carriers and DOT FMCSA Drug and Alcohol Clearinghouse (with appropriate authorization) as per regulations outlined in 49 CFR Part 382 and Part 40.

Agreed to:

Marysville Joint Unified School District :

Penny Lausens, ASST. Supt. of Business Services
Name of Signor

Penny Lausens
Signature

12-15-20
Date

C/TPA:

Adventist Health and Rideout Drug Testing Services
1531 Plumas Ct., Suite B-D
Yuba City, CA 95991
530 751-4911
530 751-4914 fax

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Business Services Department
Approval: PK
Date: 12-11-20

COMPANY/CARRIER PROFILE

Company Name: Marysville Joint Unified School District

Company owner's name: Greg Taylor **Is the owner a driver?** **Company Owner Phone:**

Owner email:

Mailing Address: 1919 B St Marysville , CA 95901

Physical Address: 1919 B St Marysville , CA 95901

Phone: 530 749-6199 **Fax:** **Is this number confidential/secure?**

DER/Primary Designated Employer Representative: Greg Taylor **DER Phone:** 530 749-6199

DER cell phone: 530 514-8043 **DER E-mail:** gtaylor@mjud.k12.ca.us

Alternate DER contact: Andy Willis **Alternate phone:** 530 740-6496 **Alternate cell:** 530 415-1340

Alternate E-mail: awillis@mjud.k12.ca.us

US DOT/FMCSR #: 2655323 **MC #:** 64635

Company Type: "C" Company or "O" single owner/operator: C

SECURE REPORTING

Secure company pass code for telephone inquiries:

What is your preferred method of receiving results? Confidential Email , Secure Fax, or Client

Web Portal: Email **Password for results via email or Client Web Portal:** must be 8 to

20 characters and must contain 3 of 4: Uppercase, Lowercase, Number, Special Character.

RECORDS CLEARINGHOUSE

Do you wish Adventist Health and Rideout to perform DOT required drug and alcohol record searches on your behalf? Yes

You may elect Adventist Health and Rideout as your Consortium/third party administrator (C/TPA) in the Clearinghouse and assign permission to allow us to report violations, report return to duty test results and successful completion of follow-up testing and conduct queries on your behalf. If you elect to have us perform this service you must designate us as your C/TPA to act on your behalf and assign permission in the FMCSA Drug and Alcohol Clearinghouse. You must also have pre-purchased queries available for our use and you must ensure that your drivers provide electronic consent as well as manual off-line written inquiries until 01/06/2023. If at any time you have not met these requirements, Marysville Joint Unified School District will be notified and immediately be responsible for all aspects of compliance with the records and Clearinghouse. Selecting a C/TPA is required for an employer who employs him/herself as a driver (owner-operator). For all other employers, this is optional.

Are you the owner of the company and you also act as a driver?

C/TPA's are required to report verified positive, adulterated or substituted, refusal to take a drug or alcohol test, actual knowledge of a violation, negative return to duty and the successful completion

of a driver's follow-up testing plan directly to the FMCSA Drug and Alcohol Clearinghouse if you are an owner/operator. You must designate us in the Clearinghouse to act on your behalf.

DOT POLICY DEVELOPMENT

Does your company have the required DOT approved drug and alcohol policy on file? Yes 1
Effective January 6, 2020 your DOT Policy must include information regarding compliance with the DOT FMCSA Drug and Alcohol Clearinghouse. Would you like Adventist Health and Rideout to provide your company with a new updated policy to include these regulations?

If a driver has a DOT drug or alcohol violation circle which policy you would like to follow:

Policy 1 Terminate employee Policy 2 Employee pays for SAP Policy 3 Company pays for SAP

DOT SUPERVISOR TRAINING

Has your company DER completed the required DOT approved supervisor training to recognize the signs and symptoms of drug and/or alcohol abuse and misuse? Yes

Adventist Health and Rideout Drug Testing offers quarterly training via internet webinar. Would you like to sign up for this training? Yes

Notes: _____

Please review the information we have on file for your company, and update any information that has changed. All company correspondence (company billing or address changes, driver terminations, cancellations etc.) must be sent to our office as indicated on this agreement. We will not accept any changes to your company or drivers unless we receive the changes in writing. You are required to return a completed copy of this form with the signed 2021 Participation Agreement by December 11, 2020.

We appreciate your business

1531 Plumas Ct., Suite B-D * Yuba City, CA 95991 * 530.751-4911 * 530.751-4914 fax

Adventist Health and Rideout Drug Testing Services agrees to: Provide all services as listed below concerning drug and/or alcohol tests required by Department of Transportation regulations in full compliance with the provisions of 49 CFR Part 40 and FMCSA Commercial Driver's License Drug and Alcohol Clearinghouse. Compliance with Part 40 is a mandatory term of this agreement. If the Department of Transportation determines that Adventist Health and Rideout Drug Testing is in noncompliance with Part

40 with respect to DOT regulated drug and alcohol programs, this agreement will be terminated for cause by the employer unless the noncompliance is corrected.

- Random selection of qualified drivers will be performed on a quarterly basis using a standardized computer program. All drivers will have an equal chance of selection each quarter.
- Adventist Health and Rideout Drug Testing Services is **not** the primary depositor of records, the employer is to maintain all documentation. Copies of required reports and records will be maintained at Adventist Health and Rideout Drug Testing Services. Employers may contact our office and request copies of such records with 2 business days advance notice. Reports requested without advance notice will incur additional charges. Reports which have been provided previously will incur duplicate record charges.
- Statistical laboratory testing summaries and annual summaries are available upon request with 2 days advance notice.
- Drug testing results will be reported via fax, email or client web portal to the designated employer representative immediately upon completion of medical review. We will act as an intermediary between the MRO and the DER as outlined in 40.355. Results sent via email or electronic transmission will report to your email address from ReportingServices@everitest.net. **DO NOT REPLY TO THIS EMAIL.** The file will be encrypted for security and can be accessed by using the password which you requested to be setup for your access. If you do not have a password contact our office to set one up. A hard copy of the results and CCF will be mailed to the employer for record.
- Assistance with company drug & alcohol policy development will be provided upon request at an additional fee.
- Adventist Health and Rideout Drug Testing will forward a link (see below) via text or email to drivers who have a pre-employment test for the DOT Employee Handbook and Clearinghouse driver registration. We will also copy the employer and send an acknowledgment of receipt for the document which you will need to file for your records.

<https://clearinghouse.fmcsa.dot.gov/Register>

<https://www.transportation.gov/sites/dot.gov/files/docs/resources/partners/drug-and-alcohol-testing/2568/employeehandbookeng2019a.pdf>

- Medical Review Services are provided by certified Medical Review Officers as outlined in DOT part 40.121. Adventist Health and Rideout Drug Testing will act as an intermediary in the transmission of drug and alcohol testing information as outlined in DOT part 40.345. Beginning January 6th, 2020 MRO's are required to report verified positive, adulterated, or substituted and refusal to test requiring MRO determination directly to the FMCSA Drug and Alcohol Clearinghouse.
- We only contract with testing laboratories who are SAMHSA certified.
- Collection services and breath alcohol testing will be provided at our office in Yuba City, CA. If necessary, other testing locations will be provided at sites as close to your business as possible. If you require a collection site somewhere other than our facility in Yuba City, please contact our office to arrange for certification verification of your selected collection site. You must have the required custody and control form available for testing.
- A collector is available 24 hours a day 7 days a week for afterhours emergency DOT collections for DOT qualified Post Accident or Reasonable Suspicion/Cause testing. Our company cell phone is 530 218-6651 and pager number 530 740-9584. Contact information is also available on our main phone 530 751-4911 voice mail. Please ensure that emergency post accident kits are in each of your trucks. If you do not have these for the drug and alcohol collections, contact our office.

- DOT required Supervisor training is available through our company quarterly via Microsoft Teams, contact our office to register for the next available training.
- If you designate Adventist Health and Rideout through the FMCSA Drug and Alcohol Clearinghouse and this agreement we will report violations, report return to duty results and follow-up completion and conduct queries on behalf of Marysville Joint Unified School District . This does not include any DOT required driver safety performance history as outlined under FMCSA part 391. If you choose not to designate Adventist Health and Rideout to perform this service you are responsible for all aspects of compliance with the Clearinghouse.
- Copies of drug and alcohol collector and MRO certificates are available upon request within 3 business days.

Marysville Joint Unlfied School District agrees to:

- Conform to all required regulations as set forth in 49 CFR Part 40, Part 382, 390, 391 and 392.
- Notify Adventist Health and Rideout Drug Testing immediately upon hiring and termination of any qualified driver. Each newly hired driver must be evaluated for compliance when hired. Termination notices require date of termination. These notices must be provided in writing.
- Provide Adventist Health and Rideout Drug Testing with the names and phone numbers of each company for whom you "sub haul".
- If you are an owner/operator, you are required to designate us as your C/TPA to act on your behalf in the FMCSA Drug and Alcohol Clearinghouse. You must also have purchased a query plan before queries can be conducted on your behalf. If fail to comply with any aspect of the Clearinghouse requirements you will be terminated from this program for non-compliance.
- If you are an employer you may designate us as your C/TPA to act on your behalf in the FMCSA Drug and Alcohol Clearinghouse. If you elect us to perform this service you must purchase a query plan before queries can be conducted on your behalf. If you fail to comply with any aspect of the Clearinghouse requirements you will be notified in writing of your failure and you will be responsible for all aspects of compliance with the Clearinghouse.
- Pay for services as received. Billing is done on a monthly basis and payment is due upon receipt. Carrier will be terminated from program if account is 180 days overdue. The carrier will not be eligible for reinstatement.
- Notify Adventist Health and Rideout Drug Testing in writing when terminating this agreement. Date of termination is required.
- Provide at least 2 days advance notice when requesting required records for State or Federal audits.
- Notify Adventist Health and Rideout Drug Testing in writing of any changes to Company Profile, Reporting, Records Clearinghouse, Supervisor Training or Policy.
- Marysville Joint Unified School District will provide copies of any missing drug test CCF and alcohol test results when tests are done at locations other than Adventist Health and Rideout Drug Testing Services in Yuba City, CA. Marysville Joint Unified School District will provide copies of drug and alcohol test results when a driver performs tests "outside" of our pool. Carriers are provided with testing forms specific to their company. All drug tests done for Marysville Joint Unified School District should be done on these forms. All tests done for Marysville Joint Unified School District on Medtox Lab account 336542395 and 7035871 are automatically associated with Marysville Joint Unified School District .

- All drivers must have a pre-employment DOT drug test on file at our facility, or Marysville Joint Unified School District must provide written verification that the driver meets the pre-employment testing exception, and that Marysville Joint Unified School District wishes to add said driver to the random testing program without a pre-employment drug test.

The driver must not be allowed to operate under DOT until cleared in the Clearinghouse.

- All requests for changes including but not limited to: driver addition without test, driver termination or disability, company demographic information change, DER change and program termination are required IN WRITING. Information may be faxed, mailed or e-mailed to our office at time of request. Verbal requests will not be accepted.
- Greg Taylor will function as Designated Employer Representative (DER) for Marysville Joint Unified School District. Greg Taylor or other trained supervisor must be available 24 hours per day in case of driver emergency.

Charges:

- Marysville Joint Unified School District will pay an initial registration fee of \$125.00. This one time charge covers the company enrollment. If Marysville Joint Unified School District is terminated and reinstatement is requested, then the company will pay a \$50 reinstatement charge in addition to the registration. Company must also pay any past due account balance. Eligibility for reinstatement will be evaluated on a case by case basis, taking Marysville Joint Unified School District's past history of compliance into consideration. If a company is reinstated, the initial reinstatement charge is \$175.00 plus full payment of any past due balances. An annual renewal fee of \$100.00 will be charged during the first calendar quarter of the year for the upcoming year's participation in the random drug testing program, this is not refundable.
- Marysville Joint Unified School District will be billed \$12.50 per driver per calendar quarter for each calendar quarter of driver enrollment. If Adventist Health and Rideout Drug Testing Services is notified of driver termination after billing, Marysville Joint Unified School District is still responsible for payment for that quarter. This charge covers the cost of random selection, drug and/or alcohol testing (if selected) at our office, specimen analysis, reporting and MRO services. Collections done at sites other than our office may incur an additional off site collection charge.
- Pre-employment, post-accident, reasonable suspicion, return to duty and follow-up drug tests will be billed at \$50 each at the time of testing. Follow-up testing compliance will be billed at \$20 per test required. Observed collections as required by the Department of Transportation will be billed at \$20 per test. These charges cover the cost of collection at our office, laboratory specimen analysis, reporting, driver ID/education materials and MRO services. If the company hires a driver and/or adds a driver to the program without benefit of a pre-employment drug test, the company will incur a charge of \$25 per driver at the time of registration/addition. If the MRO reports a positive, adulterated or substituted DOT test and the driver requests the split specimen to be tested, the split test will be billed at \$250.00. The company has the right to seek reimbursement for this cost under part 40.173.
- Records searches on each new driver will be performed at time of hire on pre-employment testing and annually. Cost for this service will be \$12.50 per record search. Marysville Joint Unified School District may request (in writing) that this service not be performed, and that Marysville Joint Unified School District will be responsible for performance of this requirement. Any company owner who also acts as a driver may not opt out of this. The TPA is required to report and query the FMCSA Drug and Alcohol Clearinghouse on behalf of all owner/operators. As a reminder drivers may not operate using CDL until a query is completed.
- Return to duty, reasonable suspicion, follow-up and post-accident breath alcohol tests will be billed at \$25 each at the time of testing. This charge covers the cost of testing at our office, reporting and maintenance. Additional EBT confirmation charges, if required, for positive testing will be billed at \$25.00.

- If Marysville Joint Unified School District elects to have drivers tested at facilities other than our Yuba City office, it is Marysville Joint Unified School District's responsibility to contact our office to locate an acceptable collection site. If the driver does not have the required Custody and Control Form available, the company may ship a CCF to the driver or the laboratory can ship the form at an additional fee. We are no longer able to request off-site PE or other non-emergency tests without a CCF. You must allow 24-48 hours (business days) for the CCF to arrive. It is recommended that Chain and Custody Forms are placed in all trucks which operate out of our immediate area.
- If a collection site is set up through our office, we will pay any additional collection charges incurred up to \$20 for drug screen collection and \$25 for breath alcohol testing. Any charges over those amounts are the responsibility of Marysville Joint Unified School District.
- If Marysville Joint Unified School District elects to test a driver outside of the "pool" or sends a driver to a collection site that we have not contracted with, Marysville Joint Unified School District will be responsible for all charges and compliance from that collection site. Marysville Joint Unified School District will also be responsible for ensuring that all test results when driver is tested "out of the pool" are provided to our office so that documentation can be made in your company records. We will not add drivers to the pool without written documentation of compliance with regulations as set forth in 49 CFR Part 382 and Part 40.0
- Other charges may be incurred for policy development assistance, supervisor training, duplication of records (if previously provided), duplicate educational materials, non-compliance, reinstatement charges or any consultation services that are performed over and above those contained in the consortium services as outlined above. If Marysville Joint Unified School District fails to notify this consortium of driver unavailability and that driver is subsequently selected for random testing, Marysville Joint Unified School District will be billed a compliance surcharge of \$20.00 per test.

Removal from random testing pool:

- As a Nationally Accredited Drug Program Administrator, our consortium must ensure compliance with all DOT pool members. If at any time Marysville Joint Unified School District has a documented pattern of non-compliant behavior or actions that are inconsistent with the rules and regulations that are outlined by the DOT or with this testing program Marysville Joint Unified School District shall be removed from the primary random testing pool and added to a pool of their own until Marysville Joint Unified School District can show compliance or services are cancelled. If Marysville Joint Unified School District is removed to their own testing pool they will be held responsible for making the required minimum testing numbers per DOT regulations. Each random test that is completed will be billed to Marysville Joint Unified School District at \$50.00 for drug screen and \$25.00 for EBT.
- Marysville Joint Unified School District will be notified of the decision to remove them from the primary random pool in writing and they will be given a time frame in which to change the noncompliance or to terminate services.

Termination of Agreement:

This agreement will be terminated by Adventist Health and Rideout Drug Testing Services if Marysville Joint Unified School District :

- Fails to respond to random testing notices as required by 49 CFR Part 40 and Part 382. Notice of failure to respond will be reported to applicable state and federal agencies.
- Fails to follow all regulations as set forth in 49 CFR Part 382 and Part 40.
- Fails to pay charges as outlined in this agreement. Account must be kept current at all times in order to continue service. These accounts will not be eligible for reinstatement.
- Fails to keep the Consortium apprised of current company and driver information. This information is required in order for Adventist Health and Rideout Drug Testing Services to perform the services as outlined in this agreement.



Marysville Joint Unified School District

1919 B Street, Marysville, CA 95901 (530) 741-6000 · FAX (530) 741-7899

Transportation Department Update

Background Staff

- Currently have 45 Contracted Drivers
 - There are 6 open Contracted Driver positions
- On a normal year we have 49 routes
- In our office we have 2 Dispatchers, 1 Secretary, 1 Supervisor and 1 Trainer
- Our shop personnel consists of 1 Lead Mechanic and 6 Mechanics
- Bus Driver class scheduled for March

Background Equipment

- Currently have 78 school buses. 44 for General Ed and 34 for Special Needs
- 31 of our buses are 20 years old or older. This means that these 31 buses are not in compliance with current seat belt laws which came out in 2004.
- In the past 2 years we have been awarded 3 General Ed buses, purchased 2 General Ed Buses and 4 Special Needs buses.

4 Special Needs Bus Purchase

- We are requesting approval to purchase 4 Special Needs buses for a total of \$353,171.58.
- We anticipate an estimated budget savings for 20/21 in the range of \$600,000 to \$800,000. With current operations we do not anticipate additional costs that would severely cut into that amount.
- The 4 buses that we will replace are S-15, S-18, S-23 and S-24 all of which are older than 20 years.
- The 4 new buses would be in compliance with current safety laws, would lower repair and maintenance costs, have better fuel efficiency and far lower emissions.

Respectfully,

Greg Taylor, Director of transportation
Prepared : January 13, 2021



3418 52nd Ave. Sacramento CA 95823
(408) 688-4774
www.A-ZBus.com

Acct Manager: Gabe Hightman
Cell: (408) 688-4774
Fax: (951) 781-9806
Email: ghightman@a-zbus.com

Vehicle Quotation

20916

December 17, 2020

Company: Marysville Joint Unified School District

Mailing Address: 1919 B Street
Marysville, CA 95901

Attn: Greg Taylor

Phone: (530) 749-6199 **Fax:**

Email: gtaylor@mjusd.com

Model: Micro Bird G5 GM Ext Cab
Quantity: 2

GVWR: 14,200

Eng: 6.6L Gas

Fuel Type: Gas

Capacity: 20 Amb 1 WC 20 CRS 0 VAR WC

Model Year: 2021

Wheel Base: 177"

Trans: 6Sp. AUTO W/OD

Susp: Spring/Spring

Brakes: Hyd

AC: Yes

Uph: Blue

Base

1 G5 BODY BASE

1 RR DOOR LATCH/SLIDE BAR/3 POINT
1 RUNNING BOARD LEFT ALUMIN. PAINTED
1 TELESCOPIC RETAINER REAR DOOR

Body, Air Conditioning

1 A/C MCC 55K+OEM EV/RR/WALL W/CON 2C

Body, Electrical

1 ACCESSORY POWER CIRCUITS
1 ELEC SYS W/SOLENOID 200A

Body, Compartments

1 BBX DOOR STD
1 BBX TRAY SLIDES
1 BBX TRAY STANDARD
1 BBX W/AUX BAT.
1 GLOVE COMPARTMENT

Body, Floor

1 BODY FLAT FLOOR 176/177" G5 76"
1 ENTRANCE STEP RISER BLACK ZENITH
1 FLOOR STEEL GALVANIZED 14GA
1 PLYWOOD 5/8"
1 SMOOTH BLK FLOOR W/WHITE NOSE - ZEN
1 STANDARD FLOOR STRUCTURE

Body, Construction

1 BODY MOUNT CUSHIONS (PUCK)
1 FRONT CAP SB OR COM STANDARD
1 INT FRONT SKINS REINFORCED
1 JOINT STRENGTH STEEL FLR C/FMVSS221
1 NO WHEEL HOUSINGS
1 REAR CAP SB OR COM STANDARD
1 REAR STRUCTURE STANDARD
1 STANDARD FRONT STRUCTURE
1 STRUCTURAL CAGE
1 UNDERCOATING BODY AND CHASSIS

Body, Handrail

1 ENTR GRAB LH 1 1/4 IN LH SS PLAIN
1 ENTR GRAB RH 1 1/4 IN SS PLAIN

Body, Heaters

1 HEATER HOSE ONLY (1X)
1 HEATER REAR 26000BTU (WALL MOUNT)
1 HEATER VALVE BLEEDER
1 SHUT-OFF VALVE UNDER BODY(AUX HEAT)

Body, Doors

1 CLEAR GLASS ENTRANCE DOOR
1 DOD ELECT CONTROL
1 DOUBLE OPENING DOOR 32 IN
1 EMERGENCY EXIT AJAR BUZZER
1 HDGP DOOR HANDLE WITH KEY
1 INTERLOCK REAR EMER DOOR RED LIGHT
1 LIFT DOOR SWITCH 2ND DOOR
1 PILOT LIGHT DASH - EMERGENCY EXITS
1 REAR DOOR GLASS (2) DARK TINT 26%
1 REINF.PLATE HDGP DOOR 403/404 1000
1 RR DOOR 2 GLASSES

Body, Interior

1 INT & EXT FINISHING PARTS
1 INT FINITION RR W/A/C MCC 55K
1 INTERIOR FINISH STANDARD
1 PANEL BELOW WINDOW - ALUMINUM

Body, Lettering/Decals

1 "STOP WHEN RD LIGHTS FLASH" 6"DECAL
1 BLACK ARROW 6IN INSIDE EMER/D
1 DEC BIRD BLACK

- 1 DECAL "?????? FUEL ONLY"
- 1 DECAL -SCHOOL BUS-
- 1 DECAL BATTERY LOCATION
- 1 DECAL EMERGENCY DOOR
- 1 DECAL MICRO BIRD ENG YLW BACK

Body, Lifts

- 1 4 X L-TRACK FULL LENGTH W/SEAT LH
- 1 4 X L-TRACK FULL LENGTH W/SEAT RH
- 1 ADDITIONAL LEAF SPRING (1)
- 1 BUZZER FOR OPEN LIFT DOOR
- 1 EXTERIOR LIGHTS LED SIDE LIFT DOOR
- 1 INTERLOCK LIFT WITHOUT KEY
- 1 L-TRK W/C BELTS Q-STR.RET.W/WALL TR
- 10 LEG T/S CEW QSTRAINT
- 1 LIFT DOOR 2 LEAVES REAR
- 1 LIFT/D GLASS (2) DARK TINT (26%)
- 1 PILOT LIGHT/DASH LIFT DOOR GREEN
- 1 TRACK SEATING SEAT SUPPORT
- 1 TWO (2) HANDICAP DECALS (2) 6X6
- 1 WALL MOUNT L-TRACK LH&RH SHLDR BELT

Body, Lights

- 1 8 WAYS STD LED STROBE 4 AMBER 4 RED
- 1 BACK-UP LIGHTS LED
- 1 DIRECTIONAL LED LIGHTS NO ARROW
- 1 DOME LIGHTS ON BATTERY
- 1 DOME LIGHTS REAR WITH SWITCH
- 1 EXTERIOR LIGHTS LED ENTRANCE DOOR
- 1 IDENTIF. & CLEARANCE LIGHTS LED
- 1 LICENSE PLATE LIGHT LED
- 1 READING LIGHT ABOVE DRIVER LED
- 1 STANDARD LED DOME LIGHTS
- 1 STEPWELL LED LIGHT
- 1 STOP & TAIL LED LIGHTS
- 1 WHITE STROBE LED LIGHT ON BATTERY

Body, Mirrors

- 1 INT MIRROR 6X16 IN
- 1 MIRROR ROSCO SB HTD W/TIMER

Body, Mud flaps

- 1 GRAVEL SHIELDS MOLDED
- 1 MUD FLAPS
- 1 WHEEL TRIM BLACK

Body, Paint

- 1 BLACK AROUND WARNING LAMPS DELETE
- 1 EXTERIOR PAINT YELLOW
- 1 PAINT EXTERIOR SCHOOL BUS YELLOW
- 1 PAINT ROOF WHITE G5
- 1 PAINT WHEEL YELLOW
- 1 PNT ROOF SKINS 1 R/H SPEAKERS STD
- 1 RUB RAIL BLACK

Body, Radio

- 1 CENTRAL SPEAKERS IN CEILING
- 1 OEM RADIO WITH MICROBIRD SPEAKERS
- 1 WIRING SYSTEM STANDARD

Body, Reflectors

- 1 REFLEC TAPE EMER/D YELLOW 3M
- 1 REFLECTORS REAR (4) RED-3M

Body, Rub rails

- 1 RUB RAIL FLOOR LEVEL
- 1 RUB RAIL SEAT LEVEL
- 1 RUB RAIL SKIRT

Body, Safety Equipment

- 1 EXTINGUISHER 5 LBS
- 1 TRIANGULAR WARNING DEVICE

Body, Seats

- 1 36 IN KICK PANEL UNDER LH BARRIER
- 1 36 IN KICK PANEL UNDER RH BARRIER
- 1 CEW BAR 36 LH HB BLU FB WO/C
- 1 CEW BAR 36 RH HB BLU FB WO/C
- 6 CEW SCHOOL ICS/3PTS RIGID HI 36 /LEFT SIDE
- COLOR: /LVL: 1 BLU BLUE FIREBLCK /LATCH
- 4 CEW SCHOOL ICS/3PTS RIGID HI 36 /RIGHT SIDE
- COLOR: /LVL: 1 BLU BLUE FIREBLCK /LATCH
- 1 FMVSS 210 SEAT BELT ANCHORAGE
- 1 HPADS GREY W/AC RR 55K W/RR/D
- 1 SEAT SPACING INSTRUCTIONS DECAL FOR

Body, Side Panels

- 1 EXTERIOR SKINS
- 1 G5 SIDE SKINS REINFORCEMENTS
- 1 SIDE SKIN SUPP & M/FLAP W/BBX & A/C

Body, Stop Arms

- 1 STOP ARM SMI STOP LED/STROBE REAR

Body, Switches

- 1 EMER/OVERRIDE SWITCH WWSQ AND WPB
- 1 FORD OR GM CONSOLE FOR SWITCHES

Body, Vents

- 1 ROOF HATCH SPHEROS SMART
- 1 STATIC ROOF VENT

Body, Warning Systems

- 1 8 WAY WIRING POWER ON BATTERY
- 1 BACKING SAFETY HORN SAE 97DBA
- 1 CHILD CHECK EP1 - CA SPEC
- 1 HOOD OVER WARNING LAMPS (BLACK)
- 1 SEQUENTIAL 8WAY SYSTEM

Body, Windows

- 1 2 BACK WINDOWS DARK TINT (26%)
- 1 DRIP RAILS
- 1 EXT WINDOW TRIM
- 1 MORE VIEW W/CLEAR GLASS TEMPERED
- 1 WIN S/S TINT 26%
- 1 WINDOW TRIM PROTECTION

Chassis

- 1 CHASSIS
- 1 GVWR 14,200LB GM

Chassis, Accessories

- 1 AIR BAG DRIVER'S SIDE ONLY
- 1 DAYTIME RUNNING LAMPS
- 1 FRONT DASH AIR
- 1 HIGH BACK BUCKET DRIVER'S ONLY
- 1 HORN DUAL NOTE TONE
- 1 INTERMITTENT WINDSHIELD WIPERS
- 1 LICENSE PLATE BRACKET
- 1 PROV.AUX.HEATER PLUMBING & WIRING

- 1 RADIO AM/FM WITH MP3
- 1 SEAT FRONT BUCKET WITH VINYL TRIM
- 1 TILT REARVIEW MIRROR
- 1 TRIM VINYL MEDIUM DARK PEWTER

Chassis, Alternator

- 1 ALTERNATOR 220 AMPS

Chassis, Axles

- 1 DRIVE LINE GUARD FRONT/REAR
- 1 DUAL REAR WHEELS
- 1 EQUIPMENT GR 2WT MODEL 4500 / GAS
- 1 FRONT GAWR 4600 LBS
- 1 REAR AXLE RATIO: 4.10
- 1 REAR GAWR 9600 LBS

Chassis, Batteries And Accessories

- 1 DUAL BATTERIES EACH 770 AMPS

Chassis, Brakes

- 1 4 WHEEL DISC BRAKES WITH ABS
- 1 BRAKE WARNING INDICATOR

Chassis, Bumper

- 1 BUMPER REAR - STEEL 3/16
- 1 FRONT BUMPER PAINTED BLACK

Chassis, Controls

- 1 POWER STEERING
- 1 STOP TURN SIGNAL CIRCUITS
- 1 TILT STEERING & SPEED CONTROL
- 1 VOLMETER TEMPERATURE & OIL PRESSURE

Chassis, Engines / Transmissions

- 1 AUTOMATIC TRANSMISSION 6 SPD O/D
- 1 CALIFORNIA EMISSIONS

- 1 COOLING EXTERNAL ENGINE OIL COOLER
- 1 EMISSION OVERRIDE (NY- YF5)
- 1 ENGINE BLOCK HEATER
- 1 ENGINE GAS 6.6L V8
- 1 TRANSMISSION OIL COOLER

Chassis, Exhaust

- 1 RELOCATE EXHAUST TO REAR

Chassis, Fuel System

- 1 FUEL ADDITIONAL 3 GALLONS
- 1 FUEL FILLER POT
- 1 FUEL INTEGRITY REINFORCEMENTS
- 1 FUEL TANK 32 GALLONS / 121.1 LITERS
- 1 HEAT SHIELD FOR FUEL TANK DELETE

Chassis, Model Prep

- 1 CHASSIS PREPARATION
- 1 COLD CLIMATE PACKAGE
- 1 SCHOOL BUS CHASSIS EQUIPMENT

Chassis, Tires and Wheels

- 1 ALIGNMENT FORD
- 1 STABILITRAK SYSTEM
- 1 TIRE FRONT LT225/75R16E ALS B/L DRW
- 1 WHEEL 16 X 6.5 STEEL HD
- 1 WITHOUT SPARE TIRE

Chassis, Wheelbase

- 1 177 "WHEELBASE

Wheelchair Lift

- 1 BRAUN LIFT CENTURY 1000LB 34X54

Distributor Options

- 1 Lettering
- 1 Hand held stop sign & holder
- 1 FE/FAK/Decals - CA Spec
- 1 EP1 Child check safety system - Meeting CA Specs
- 1 Fog lights in front bumper
- 1 Pad kit - Braun WC lift - Blue upholstery
- 1 Safety belt for Braun lift
- 1 WC Position adjacent to lift door

Unit Price:	\$87,418.87
Taxable Amount:	\$60,677.87
8.250 % Sales Tax Total:	\$5,005.92
License:	N/A
Total Per Bus w/tax included:	\$92,424.79
Grant Per Bus:	\$0.00
Trade In Per Bus:	\$0.00
Deposit Per Bus:	\$0.00
Revised Total after discounts:	\$92,424.79
Extended Amount for 2 Unit(s):	\$184,849.58
Deduction Extended Amount for 2 Unit(s):	\$0.00
Grand Total:	\$184,849.58

Signature: _____

Name: _____

Title: _____

Date: _____

Renny Lauseng
Assistant Superintendent of Business Services

By: _____

Gabe Hightman

A-Z Bus Sales, Inc.

All pricing valid for 30 days, or availability of stock units at time of purchase order. Prices quoted herein are based upon Federal, State, and Local Laws and Regulations governing truck equipment and performance levels in effect as of the date hereof. Buyer will pay for any equipment or performance changes, modifications, or additions required by any changes in such laws or regulations subsequent to the date hereof at the increased cost to Seller.

*All pricing is based upon the Waterford Unified School District piggyback bid awarded to A-Z Bus Sales. A copy of all piggyback bid documents is available from A-Z Bus Sales, Incorporated.

*Above pricing DOES reflect chassis incentives that may be available from Chevy at time of order. Chevy criteria will have to be met to apply for and receive incentives.

***Notice of Intent to Purchase:**

By signing this vehicle quotation above, it signifies the intent of Marysville Joint Unified School District to purchase the vehicle(s) as listed on this document, from A-Z Bus Sales, Inc. This purchase is based on this Vehicle quotation and is subject to approval by our School Board at their _____ (date) Board meeting. _____ (Initial Here)

Please confirm DMV registration name & address by signing below. Fill other sections as applicable.

DMV Name: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

DMV Address: 1919 B STREET
MARYSVILLE, CA 95901

Signature Confirming DMV Address: _____

Signature, Name & Title

☐ Exempt

☐ Private

☐ Out of State | Customer Demand

Lienholder Information: (if none, write "none")

Lienholder Name: _____

Contact Person: _____

Contact Number: _____

Grant Information: (if applicable)

Agency Name: _____

Contact Info: _____

Delivery Address:

Initial here: _____

1919 B Street

Marysville, CA 95901

Lettering Information:

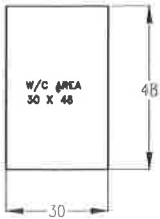
Initial here: _____

Beltline Lettering: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

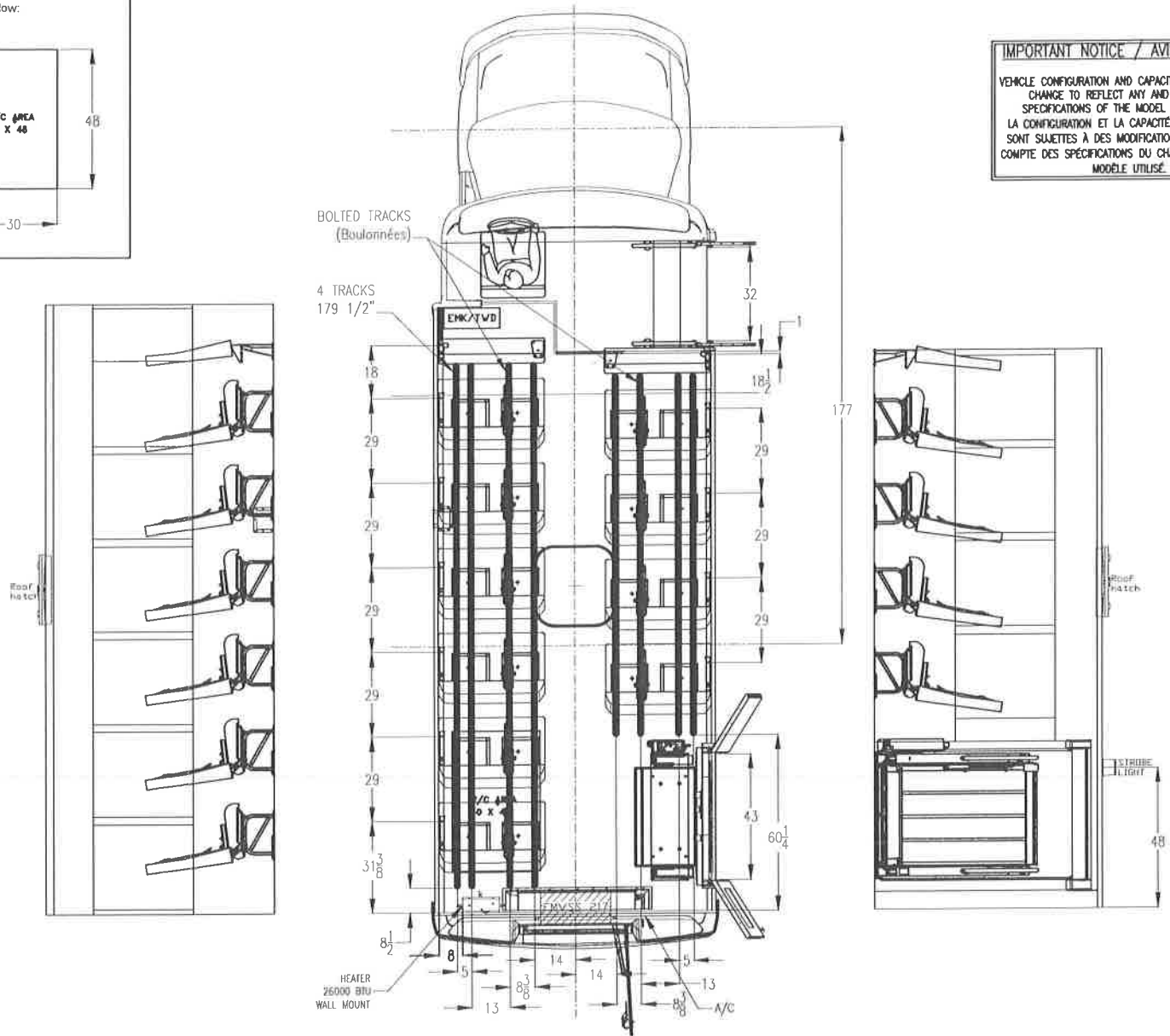
CA #: 64635

Unit #s: _____

NOTE: The wheelchair restraint configuration for this bus is as shown below:



IMPORTANT NOTICE / AVIS IMPORTANT
VEHICLE CONFIGURATION AND CAPACITY ARE SUBJECT TO CHANGE TO REFLECT ANY AND ALL CHASSIS SPECIFICATIONS OF THE MODEL YEAR UTILIZED.
LA CONFIGURATION ET LA CAPACITÉ DE CE VÉHICULE SONT SUJETTES À DES MODIFICATIONS AFIN DE TENIR COMPTE DES SPÉCIFICATIONS DU CHÂSSIS DE L'ANNÉE MODÈLE UTILISÉ.



FOR QUOTATION ONLY
POUR SOUMISSION SEULEMENT

SEAT	DIM.	SIDE	QTY	LEG
S2-CT	36	LH	6	*
S2-CT	36	RH	4	*

Seat spacing =	See drawing	D.O.D.:	32"
APPROVED CONFIGURATIONS			
Total ambulatory passengers :	20	Total wheel chair passengers :	0
Load cap. (pass. + cargo) :	**** kg	**** lbs	

B	2020/12/17	LR	CHANGE SEATS
A	2020/12/15	LR	DRAWING CREATION
REV.	YYYY/MM/DD	BY	DESCRIPTION
Stock Number:			
Customer Approval: 42			
		Date:	

Drawn by : L ROY

MODEL: UGU5 DRM WSR

UNIT = INCHES

SCALE = DO NOT SCALE

Drawing no. 050902

NOTE: Any option added to this floorplan shall be approved by the Corporation Micro Bird Inc technical department.



3418 52nd Ave, Sacramento CA 95823
(408) 688-4774
www.A-ZBus.com

Acct
Manager:
Cell:
Fax:
Email:

Gabe Hightman

(408) 688-4774
(951) 781-9806
ghightman@a-zbus.com

Vehicle Quotation

20726

December 8, 2020

Company: Marysville Joint Unified School District

Mailing Address: 1919 B Street
Marysville, CA 95901

Attn: Greg Taylor

Phone: (530) 749-6199 **Fax:**

Email: gtaylor@mjuds.com

Model: Micro Bird G5 GM Ext Cab
Quantity: 2

GVWR: 14,200

Eng: GM 6.0L Gas 293 HP

Fuel Type: Gas

Capacity: 24 Amb 0 WC 24 CRS 0 VAR WC

Model Year: 2021 or newer

Wheel Base: 177"

Trans: 6Sp. AUTO W/OD

Susp: Spring/Spring

Brakes: Hyd

AC: Yes

Uph: Blue

Base

1 G5 BODY BASE

Body, Accessories

Body, Air Conditioning

1 A/C MCC 55K+OEM EV/RR/WALL W/CON 2C

Body, Compartments

1 BBX DOOR STD
1 BBX TRAY SLIDES
1 BBX TRAY STANDARD
1 BBX W/AUX BAT.
1 GLOVE COMPARTMENT

Body, Construction

1 BODY MOUNT CUSHIONS (PUCK)
1 BODY WHEEL HOUSING DW G5 76"
1 FRONT CAP SB OR COM STANDARD
1 INT FRONT SKINS REINFORCED
1 JOINT STRENGTH STEEL FLR C/FMVSS221
1 REAR CAP SB OR COM STANDARD
1 REAR STRUCTURE STANDARD
1 STANDARD FRONT STRUCTURE
1 STRUCTURAL CAGE
1 UNDERCOATING BODY AND CHASSIS
1 WHEEL HOUSINGS STEEL

Body, Doors

1 CLEAR GLASS ENTRANCE DOOR
1 DOD ELECT CONTROL
1 DOUBLE OPENING DOOR 32 IN
1 EMERGENCY EXIT AJAR BUZZER
1 INTERLOCK REAR EMER.DOOR RED LIGHT
1 PAINTED ALUMINUM LEFT RUNNING BOARD

1 PILOT LIGHT DASH - EMERGENCY EXITS
1 REAR DOOR GLASS (2) DARK TINT 26%
1 RR DOOR 2 GLASSES
1 RR DOOR LATCH/SLIDE BAR/3 POINT
1 TELESCOPIC RETAINER REAR DOOR

Body, Electrical

1 ACCESSORY POWER CIRCUITS
1 ELEC SYS W/SOLENOID 200A

Body, Floor

1 ENTRANCE STEP RISER BLACK ZENITH
1 FLOOR STEEL GALVANIZED 14GA
1 PLYWOOD 1/2"
1 SMOOTH BLK FLOOR W/WHITE NOSE - ZEN
1 STANDARD FLOOR STRUCTURE

Body, Handrail

1 ENTR GRAB LH 1 1/4 IN LH SS PLAIN
1 ENTR GRAB RH 1 1/4 IN SS PLAIN

Body, Heaters

1 HEATER HOSE ONLY (1X)
1 HEATER REAR 20500BTU
1 HEATER VALVE BLEEDER
1 SHUT-OFF VALVE UNDER BODY(AUX HEAT)

Body, Interior

1 INT & EXT FINISHING PARTS
1 INT FINITION RR W/A/C MCC 55K
1 INTERIOR FINISH STANDARD
1 PANEL BELOW WINDOW - ALUMINUM

Body, Lettering/Decals

1 "STOP WHEN RD LIGHTS FLASH" 6"DECAL
1 BLACK ARROW 6IN INSIDE EMER/D

- 1 DEC BIRD BLACK
- 1 DECAL "?????? FUEL ONLY"
- 1 DECAL -SCHOOL BUS-
- 1 DECAL BATTERY LOCATION
- 1 DECAL EMERGENCY DOOR
- 1 DECAL MICRO BIRD ENG YLW BACK

Body, Lights

- 1 8 WAYS STD LED STROBE 4 AMBER 4 RED
- 1 BACK-UP LIGHTS LED
- 1 DIRECTIONAL LED LIGHTS NO ARROW
- 1 DOME LIGHTS ON BATTERY
- 1 DOME LIGHTS REAR WITH SWITCH
- 1 EXTERIOR LIGHTS LED ENTRANCE DOOR
- 1 IDENTIF. & CLEARANCE LIGHTS LED
- 1 LICENSE PLATE LIGHT LED
- 1 READING LIGHT ABOVE DRIVER LED
- 1 STANDARD LED DOME LIGHTS
- 1 STEPWELL LED LIGHT
- 1 STOP & TAIL LED LIGHTS
- 1 WHITE STROBE LED LIGHT ON BATTERY

Body, Mirrors

- 1 INT MIRROR 6X16 IN
- 1 MIRROR ROSCO SB HTD W/TIMER

Body, Mud flaps

- 1 GRAVEL SHIELDS MOLDED
- 1 MUD FLAPS
- 1 WHEEL TRIM BLACK

Body, Paint

- 1 BLACK AROUND WARNING LAMPS DELETE
- 1 EXTERIOR PAINT YELLOW
- 1 PAINT EXTERIOR SCHOOL BUS YELLOW
- 1 PAINT ROOF WHITE G5
- 1 PAINT WHEEL YELLOW
- 1 PNT ROOF SKINS 1 R/H SPEAKERS STD
- 1 RUB RAIL BLACK

Body, Radio

- 1 CENTRAL SPEAKERS IN CEILING
- 1 OEM RADIO WITH MICROBIRD SPEAKERS
- 1 WIRING SYSTEM STANDARD

Body, Reflectors

- 1 REFLEC TAPE EMER/D YELLOW 3M
- 1 REFLECTORS REAR (4) RED-3M

Body, Rub rails

- 1 RUB RAIL FLOOR LEVEL
- 1 RUB RAIL SEAT LEVEL
- 1 RUB RAIL SKIRT

Body, Safety Equipment

- 1 EXTINGUISHER 5 LBS
- 1 TRIANGULAR WARNING DEVICE

Body, Seats

- 1 36 IN KICK PANEL UNDER LH BARRIER
- 1 36 IN KICK PANEL UNDER RH BARRIER
- 1 CEW BAR 36 LH HB BLU FB WO/C
- 1 CEW BAR 36 RH HB BLU FB WO/C
- 6 CEW SCHOOL ICS/3PTS RIGID HI 36 /LEFT SIDE
- COLOR: /LVL: 1 BLU BLUE FIREBLCK /LATCH

- 6 CEW SCHOOL ICS/3PTS RIGID HI 36 /RIGHT SIDE
- COLOR: /LVL: 1 BLU BLUE FIREBLCK /LATCH
- 1 FMVSS 210 SEAT BELT ANCHORAGE
- 1 HPADS GREY W/AC RR 55K W/RR/D
- 12 LEG CEW

Body, Side Panels

- 1 EXTERIOR SKINS
- 1 G5 SIDE SKINS REINFORCEMENTS
- 1 SIDE SKIN SUPP & M/FLAP W/BBX & A/C

Body, Stop Arms

- 1 STOP ARM SMI STOP LED/STROBE REAR

Body, Switches

- 1 EMER/OVERRIDE SWITCH W/WSQ AND WPB
- 1 FORD OR GM CONSOLE FOR SWITCHES

Body, Vents

- 1 ROOF HATCH SPHEROS SMART
- 1 STATIC ROOF VENT

Body, Warning Systems

- 1 8 WAY WIRING POWER ON BATTERY
- 1 BACKING SAFETY HORN SAE 97DBA
- 1 CHILD CHECK EP1 - CA SPEC
- 1 HOOD OVER WARNING LAMPS (BLACK)
- 1 SEQUENTIAL 8WAY SYSTEM

Body, Windows

- 1 2 BACK WINDOWS DARK TINT (26%)
- 1 DRIP RAILS
- 1 EXT WINDOW TRIM
- 1 MORE VIEW W/CLEAR GLASS TEMPERED
- 1 WIN S/S TINT 26%
- 1 WINDOW TRIM PROTECTION

Chassis

- 1 CHASSIS
- 1 GVWR 14,200LB GM
- 1 GVWR 14200 LBS

Chassis, Accessories

- 1 AIR BAG DRIVER'S SIDE ONLY
- 1 DAYTIME RUNNING LAMPS
- 1 FLEET MAINTENANCE CREDIT
- 1 FLEET PROGRAM
- 1 FRONT DASH AIR
- 1 GM UPFITTER ALLOWANCE
- 1 HIGH BACK BUCKET DRIVER'S ONLY
- 1 HORN DUAL NOTE TONE
- 1 INTERMITTENT WINDSHIELD WIPERS
- 1 LICENSE PLATE BRACKET
- 1 ONSTAR DELETE
- 1 PROV.AUX.HEATER PLUMBING & WIRING
- 1 RADIO AM/FM WITH MP3
- 1 SEAT FRONT BUCKET WITH VINYL TRIM
- 1 TILT REARVIEW MIRROR
- 1 TRANSPORTATION CHARGES
- 1 TRIM VINYL MEDIUM DARK PEWTER

Chassis, Alternator

- 1 ALTERNATOR 220 AMPS

Chassis, Axles

- 1 DRIVE LINE GUARD FRONT/REAR
- 1 DUAL REAR WHEELS
- 1 EQUIPMENT GR 2WT MODEL 4500 / GAS
- 1 FRONT GAWR 4600 LBS
- 1 REAR AXLE RATIO: 4.10
- 1 REAR GAWR 9600 LBS

Chassis, Batteries And Accessories

- 1 DUAL BATTERIES EACH 770 AMPS

Chassis, Brakes

- 1 4 WHEEL DISC BRAKES WITH ABS
- 1 BRAKE WARNING INDICATOR

Chassis, Bumper

- 1 BUMPER REAR - STEEL 3/16
- 1 FRONT BUMPER PAINTED BLACK

Chassis, Controls

- 1 POWER STEERING
- 1 STOP TURN SIGNAL CIRCUITS
- 1 TILT STEERING & SPEED CONTROL
- 1 VOLTMETER TEMPERATURE & OIL PRESSURE

Chassis, Engines / Transmissions

- 1 AUTOMATIC TRANSMISSION 6 SPD O/D
- 1 CALIFORNIA EMISSIONS
- 1 COOLING EXTERNAL ENGINE OIL COOLER
- 1 EMISSION OVERRIDE (NY- YF5)
- 1 ENGINE BLOCK HEATER
- 1 ENGINE GAS 6.6L V8

- 1 TRANSMISSION OIL COOLER

Chassis, Exhaust

- 1 RELOCATE EXHAUST TO REAR

Chassis, Fuel System

- 1 FUEL ADDITIONAL 3 GALLONS
- 1 FUEL FILLER POT
- 1 FUEL TANK 32 GALLONS / 121.1 LITERS
- 1 HEAT SHIELD FOR FUEL TANK DELETE

Chassis, Model Prep

- 1 CHASSIS PREPARATION
- 1 COLD CLIMATE PACKAGE
- 1 RIGHT SIDE DOOR DELETE
- 1 SCHOOL BUS CHASSIS EQUIPMENT

Chassis, Tires and Wheels

- 1 ALIGNMENT FORD
- 1 STABILITRAK SYSTEM
- 1 TIRE FRONT LT225/75R16E ALS B/L DRW
- 1 WHEEL 16 X 6.5 STEEL HD
- 1 WITHOUT SPARE TIRE

Chassis, Wheelbase

- 1 177 " WHEELBASE

Notes

- 1 SPECIAL PAINT

Distributor Options

- 1 Lettering
- 1 FE/FAK/Decals - CA specs
- 1 Hand held stop sign & holder
- 1 Fog lights in front bumper

Unit Price:	\$77,746.88
Taxable Amount:	\$77,746.88
8.250 % Sales Tax Total:	\$6,414.12
License:	N/A
Total Per Bus w/tax included:	\$84,161.00
Grant Per Bus:	\$0.00
Trade In Per Bus:	\$0.00
Deposit Per Bus:	\$0.00
Revised Total after discounts:	\$84,161.00
Extended Amount for 2 Unit(s):	\$168,322.00
Deduction Extended Amount for 2 Unit(s):	\$0.00
Grand Total:	\$168,322.00

Signature: _____

Name: _____

Title: _____

Date: _____

Penny Lawson
Asst. Spt. of Business Services

By: _____

Gabe Hightman
A-Z Bus Sales, Inc.

All pricing valid for 30 days, or availability of stock units at time of purchase order. Prices quoted herein are based upon Federal, State, and Local Laws and Regulations governing truck equipment and performance levels in effect as of the date hereof. Buyer will pay for any equipment or performance changes, modifications, or additions required by any changes in such laws or regulations subsequent to the date hereof at the increased cost to Seller.

*All pricing is based upon the Waterford Unified School District piggyback bid awarded to A-Z Bus Sales. A copy of all piggyback bid documents is available from A-Z Bus Sales, Incorporated.

*Above pricing DOES reflect chassis incentives that may be available from Chevy at time of order. Chevy criteria will have to be met to apply for and receive incentives.

***Notice of Intent to Purchase:**

By signing this vehicle quotation above, it signifies the intent of Marysville Joint Unified School District to purchase the vehicle(s) as listed on this document, from A-Z Bus Sales, Inc. This purchase is based on this Vehicle quotation and is subject to approval by our School Board at their _____ (date) Board meeting. _____ (Initial Here)

Please confirm DMV registration name & address by signing below. Fill other sections as applicable.

DMV Name: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

DMV Address: 1919 B STREET
MARYSVILLE, CA 95901

Signature Confirming DMV Address: _____

Signature, Name & Title

☐ Exempt

☐ Private

☐ Out of State | Customer Demand

Lienholder Information: (if none, write "none")

Lienholder Name: _____

Contact Person: _____

Contact Number: _____

Grant Information: (if applicable)

Agency Name: _____

Contact Info: _____

Delivery Address:

Initial here: _____

1919 B Street

Marysville, CA 95901

Lettering Information:

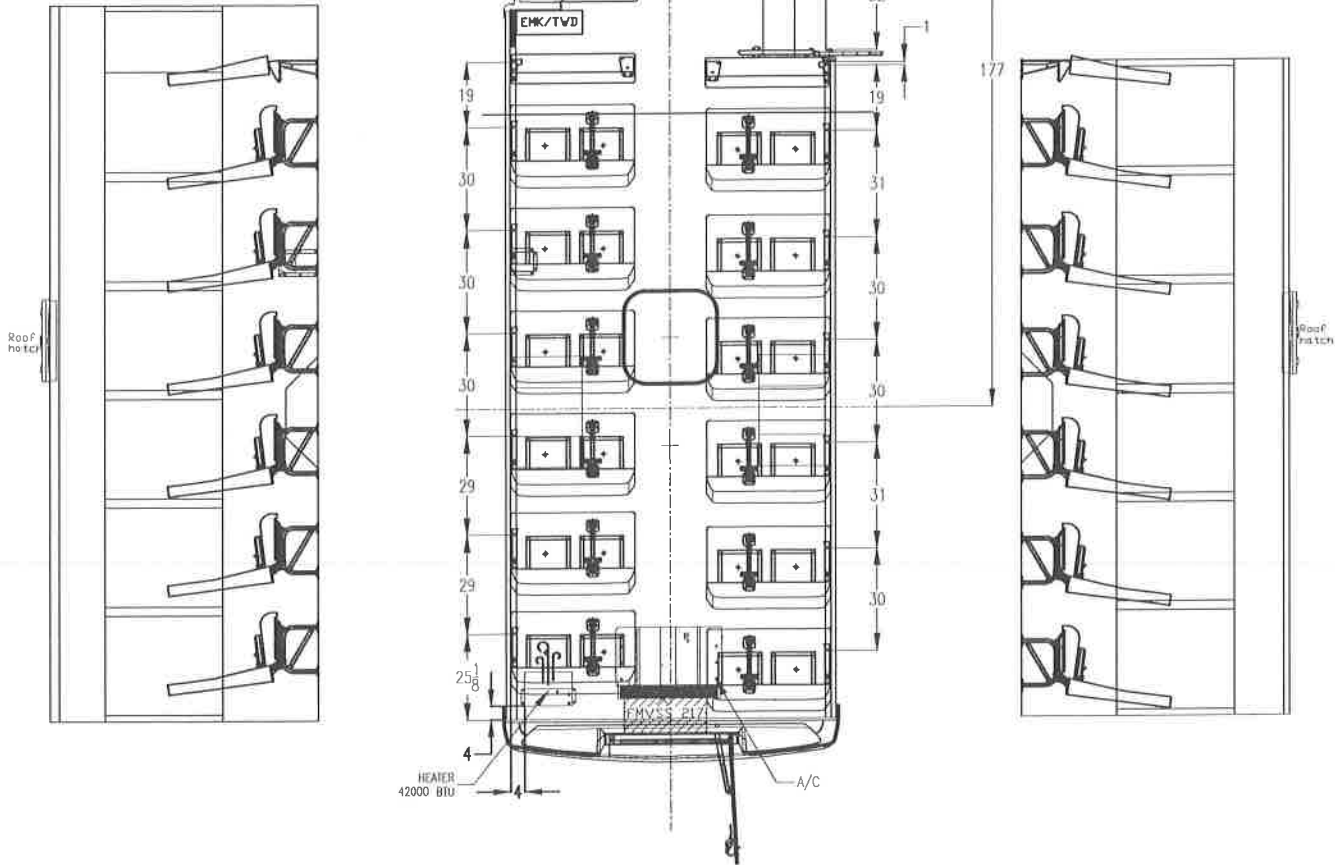
Initial here: _____

Beltline Lettering: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

CA #: 64635

Unit #s: _____

IMPORTANT NOTICE / AVIS IMPORTANT
 VEHICLE CONFIGURATION AND CAPACITY ARE SUBJECT TO CHANGE TO REFLECT ANY AND ALL CHASSIS SPECIFICATIONS OF THE MODEL YEAR UTILIZED.
 LA CONFIGURATION ET LA CAPACITÉ DE CE VÉHICULE SONT SUJETTES À DES MODIFICATIONS APRÈS DE TENIR COMPTE DES SPÉCIFICATIONS DU CHÂSSIS DE L'ANNÉE MODÈLE UTILISÉ.




**FOR QUOTATION ONLY
 POUR SOUMISSION SEULEMENT**

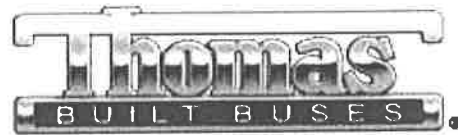
SEAT	DIM.	SIDE	QTY	LEG
SI	36	LH	6	*
SI	36	RH	6	*

Seat spacing = See drawing D.O.D.: 32"

APPROVED CONFIGURATIONS			
Total ambulatory passengers :	24	Total wheel chair passengers :	0
Load cap. (pass. + cargo) :	**** kg	**** lbs	

A	2019/08/22	JD	DRAWING CREATION
REV.	YYYY/MM/DD	BY	DESCRIPTION
Stock Number:			
Customer Approval: 48			
		Date:	

Drawn by : J DAIGLE	 MICRO BIRD <small>by GIRARDIN</small>
MODEL: UGM5 3NM WSQ	
UNIT = INCHES	Drawing no.
SCALE = DO NOT SCALE	044811
<small>NOTE: Any option added to this floorplan shall be approved by the Corporation Micro Bird Inc. technical department.</small>	



Bid Form

December 28, 2020

Customer Order No.: SBBH 08135

Honorable Board of Trustees
Marysville Joint Unified School District
1919 B Street
Marysville, Ca 95901

BusWest respectfully submits for your consideration our bid to supply 3 complete 84 passenger school buses as follows:

Chassis Make: Thomas	Model: CHSY	Model Year: 2021
Wheelbase: 277"	Engine: Cummins L9	Horsepower: 300
Body Make: Thomas	Model: Saf-T-Liner HDX	Capacity: 84
Transmission: Allison 3000 PTS		
Delivery Date: 180-210 Days after receipt of order		Subject to Prior Sale: Yes

Cash Purchase Price (each):	\$ 152,330.00	Extended Pricing:	\$ 456,990.00
Doc Fee:	\$ 85.00		\$ 255.00
Sales Tax @: 8.250%	\$ 12,574.24		\$ 37,722.72
CA. Tire Tax: \$1.75 ea. tire	\$ 10.50		\$ 31.50
Total	\$ 164,999.74		\$ 494,999.22

We have examined the detailed minimum specifications established by the school board and guarantee this bid to be in accordance thereto. Above price includes all dealer prep., pre-delivery service, necessary lettering, F.O.B. school district and documentation fee.

Brian Hedman, Sales Representative

Quote is good for thirty (30) days

Quote No.: SB5783-85

Carson – Main Headquarters
21107 South Chico St. Carson, CA. 90745
Sales Toll Free: (800) 458-9199 Main: (310) 984-3900 Fax: (310) 984-3996
Parts Toll Free: (866) 707-7800 Fax: (310) 984-3994
www.buswest.com

Sacramento
210 North East St., Woodland, CA. 95776
Main: (424) 210-3020
Fresno
4337 North Goldenstate Ste#101, Fresno, CA 93609
Main: (559) 277-0118

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BUSWEST**Customer
Quotation**

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

Prepared By :
 Buswest
 21107 S. Chico St
 Carson, Ca 90745

Stock Number:
 367031

Quote Date:
 12/28/2020

Customer Order No:
 SBBH 08135

Model Profile: Saf-T-Liner HDX 141YS

Product Type:	School Transportation
Year:	2021
Chassis Model:	CHSY
Chassis MFG:	THOS
GVWR:	37,600
Passenger Capacity:	84 pax
Headroom:	78
Wheelbase:	277
Brake Type:	AIR W/REAR AIR SUSPENSION (23K
Engine Type:	CUMMINS L9 300 DIESEL, 6 Cyl, 300 HP, 2200 RPM
Fuel Type:	DIESEL
Fuel Tank Capacity:	100
Transmission Type:	ALLISON 3000 PTS TRANSMISSION - CUMMINS ISL-300 (HDX) 2013
Axle, Front:	14600-lb Capacity
Axle, Rear:	23000-lb Capacity
Tires, Front:	MICHELIN 12R22.5 16(H) PLY XZE LRH
Tires, Rear:	MICHELIN 12R22.5 16(H) PLY XZE LRH
Suspension Front:	Spring
Suspension Rear :	HENDRICKSON "COMFORT AIR" SINGLE AXLE AIR SUSPENSION-23K AXL

**Detailed Specification Attached*

Options Included in this Quote:

- Replace Yellow Assist Rails w/ Chrome Assist Rails

CUSTOMER ORDER APPROVAL

Customer Signature:** _____

Date: _____

New bus(es) Info:

Name on bus: _____

Bus Number(s): _____ **CA Number:** _____

**** I have reviewed the quote detail for accuracy and I agree to order the bus(es) as listed.**

50

Includes the Following Equipment:**BODY****ACCESSORIES**

- 1 DRIVER'S STORAGE BOX LOCATED OVER DRIVER'S WINDOW (HDX)
- 1 SUN VISOR - CALIFORNIA
- 1 PROP ROD - ACCESS DOOR ABOVE WINDSHIELD
- 1 LUGGAGE COMPARTMENT-THROUGH DELUXE-125"

CERTIFICATION/SAFETY

- 1 FIRE EXTINGUISHER - 5 LB.
- 1 KIT - FIRST AID, 24 UNIT, COMPLIES W/CALIFORNIA STATE SPECS
- 1 KIT - BODY FLUID CLEAN-UP, COMPLIES W/NAT MINIMUM STANDARDS
- 1 REFLECTORIZED TRIANGLES-(3) ON DRIVER'S COMPARTMENT FLOOR
- 1 CROSSVIEW MIRROR INCLUDED IN REARVIEW MIRROR ASSEMBLY
- 1 ROSCO INTEGRATED STYLE - REMOTE CONTROL HEATED MIRROR
- 1 SIGN-STOP,ELECTRIC LED REAR SE1-7970
- 1 ROOF HATCH-SPEC PROLO GRAY (W/BUZZER FEATURE),ENGLISH (2)
- 1 SPECIAL DATA LABEL(S) - CALIFORNIA
- 1 LABEL - U.S. CERTIFICATION
- 1 APPLICATION - SCHOOL
- 1 LABEL-GHG CERTIFICATION ENGLISH

DOORS

- 1 EXTERIOR DOOR HANDLE
- 1 141Y28_LG-24-S000_RI-24-S000
- 1 24" SIDE EMERGENCY DOOR LS
- 1 SIDE EMERGENCY DOOR - RIGHT SIDE, CENTER, 78" HEADROOM
- 1 VANDALOCK - AIR-OPERATED OUTWARD OPENING ENTRANCE DOOR
- 2 VANDALOCK - SIDE EMERGENCY DOOR WITH INTERLOCK & BARREL BOLT
- 1 VANDALOCK - REAR PUSHOUT WINDOW, WITH DAVENPORT SHELF
- 1 LOCKABLE LATCHES FOR SIDE ENGINE ACCESS DOORS
- 1 STRAP HINGES - SIDE EMERGENCY DOOR, RIGHT SIDE (B5155)
- 1 STRAP HINGES - SIDE EMERGENCY DOOR, LEFT SIDE (B5155)
- 1 STEPWELL GUARD (HDX)

ELECTRICAL - BODY

- 1 PASSENGER ADVISORY-AUDIBLE/VISABLE 360" AROUND
- 1 TWO(2)DEFROSTER FANS MOUNTED OVER CENTER WINDSHIELD
- 1 BACKING ALARM - 87-112DB
- 1 PRE-WIRE FOR CUSTOMER INSTALLED 2-WAY RADIO/VIDEO CAMERA
- 1 GPS - ZONAR SYSTEM, HDX
- 1 PREMIUM SPEAKERS - EIGHT (8)
- 1 RADIO - AM/FM DEA510 DELPHI, TRANSIT W/PAGE
- 1 BREAKERS - MANUAL RESET
- 1 COURTESY LIGHT - EXTERIOR ELECTRICAL ACCESS DOOR
- 1 COMPARTMENT LIGHTS(6)-125" THROUGH,DELUXE COMPART
- 2 PILOT LIGHT, 1"
- 2 PILOT LIGHT/BUZZER
- 2 BUZZER/SWITCH
- 1 DOME LIGHTS - LED
- 1 DOME LIGHTS WIRED TO BATTERY
- 1 LED DRIVER'S DOME LIGHT
- 1 DOME LIGHT SWITCH
- 1 STEP LIGHT SWITCH (IGNITION ON)
- 1 7" LED DIRECTIONAL LIGHTS - FRONT
- 1 LAMPS-STOP/TAIL/DIRECTIONAL AMBER/REVERSE LED
- 1 LAMPS-STOP/TAIL 4"FLUSH-MOUNT LED
- 1 LAMPS-4" BACKUP LED
- 1 LAMPS-LICENSE PLATE ILLUMINATION LED - ONE (1)
- 1 SIDE DIRECTIONAL-LED AMBER TURN,REAR OF FTRON WHEEL
- 1 SIDE DIRECTIONAL-LED AMBER TURN,CENTER REAR WHEEL
- 1 EXTENDED LENGTH WARNING LIGHT VISORS (CALIFORNIA)
- 1 STROBE LGT(S) OPERATIONS W/IGNITION&SWITCH
- 1 LED WARNING LIGHTS - FOUR (4) AMBER AND FOUR (4) RED LENS
- 1 HALOGEN 8-LIGHT WARNING SYSTEM
- 1 ID LAMPS - LED
- 1 MARKER LAMPS - LED

- 1 MID-MARKER LAMPS - LED
- 1 CLUSTER/MARKER LIGHTS SWITCH - CONNECTED TO BATTERY
- 1 FOG LIGHTS - TWO (2) QUARTZ HALOGENS IN ABS BLACK CASINGS
- 1 STROBE LIGHT CLEAR, CENTERED OVER REAR AXLE
- 1 NOISE SUPPRESSION SWITCH
- 1 STATIC VENT FRONT - TRANSIT, STANDARD
- 1 BATTERY HOLD DOWN BRACKET - STANDARD 3 BATTERY
- 1 BATTERY BOX - STANDARD

EXTERIOR

- 1 AIR HORN - BENEATH FLOOR
- 1 COVER LOCK
- 1 LOCK - BATTERY BOX DOOR
- 1 20 GAUGE SMOOTH SIDE SHEETS
- 1 BRACKET - MOUNTING, LICENSE PLATE, FRONT
- 1 SEALING, EXTERIOR JOINT EDGE
- 1 MUD FLAPS - FRONT, RUBBER, 15"W WITH LOGO
- 1 REAR RUBBER MUD FLAPS 22.5W W/LOGO
- 1 BUMPER - REAR, ANTI-RIDE
- 1 FENDERETTES - FOUR (4)

HVAC

- 1 CONSTANT TORQUE CLAMPS - STANDARD HEATER
- 1 HEATER SHUT-OFF VALVES - BALL TYPE - ENGINE COMPARTMENT
- 1 50,000 BTU HEATER - 3RD SECTION LEFT SIDE
- 1 50,000 BTU HEATER - 13TH SECTION LEFT SIDE
- 1 SERIES HEATER CONNECTION - REAR HEATERS TWO(2)
- 1 PLUMBING AT SIDE DOOR WITH PLYWOOD FLOOR
- 1 SIDE DOOR RAMP OVER HEATER HOSE

INTERIOR

- 1 STEP TREAD, KOROSEAL, BLACK, WHITE NOSING, DP STEP, METALLIC
- 1 ENTRANCE DOOR STEPWELL - 15" DEEP FIRST STEP
- 1 ALUMINUM AISLE STRIPS
- 1 BLACK KOROSEAL FLOOR COVERING WITH 13" CENTER AISLE
- 1 PLYWOOD FLOOR - 5/8" THICKNESS
- 1 MIRROR - INTERIOR 6" X 30" BACK UP CAMERA
- 1 78" HEADROOM
- 1 ACOUSTIC HEADLINING - COMPLETE WITH POLYESTER INSULATION
- 1 BODY ADJUSTMENT-INTEG LAP&SHLD DAVEN F/DIESEL ENGINE - HDX

MISC

- 1 PDI IDENTIFIER-DEALER PERFORMED
- 1 BODY ADJUSTMENT-HDX 2010 EPA
- 1 BODY ADJUSTMENT-HDX 2013 EPA
- 1 SAF-T-LINER HDX

PAINT/LETTERING

- 1 DECAL-UNITED AUTO WORKERS
- 1 PAINT STANDARD SASH FLAT BLACK
- 1 DELETE BLACK EYES
- 1 DECAL - ENGINE DOOR "STOP WHEN RED"
- 1 LABEL-APPROVED FUEL INSTRUCTIONS
- 1 LABEL - DIESEL EXHAUST FLUID (DEF) - ENGLISH
- 1 LETTERING "SCHOOL BUS" FRONT HOOD
- 1 LETTERING "SCHOOL BUS" REAR HOOD
- 1 LABEL - 2010 EPA EXHAUST REGENERATION - ENGLISH
- 2 YELLOW REFLEXITE - PERIMETER OF EMERG DOOR, 24" W (78" HR)
- 1 YELLOW REFLEXITE - PERIMETER OF REAR PUSHOUT WINDOW
- 1 REFLECTIVE TAPE-ROOF HATCH WHITE(2)
- 1 TUFFCOAT - ENTRANCE DOOR STEPWELL
- 1 PAINT-EXTERIOR ROOF WHITE 6"
- 1 PAINT-EXT WDO AREA SAME AS BODY
- 1 PAINT-EXT GRD RAIL @ WINDOW BLACK
- 1 PAINT-EXT GRD RAIL @ SEAT BLACK
- 1 PAINT-EXT GRD RAIL @ FLOOR BLACK
- 1 PAINT-EXT GRD RAIL @ SKRT BLACK
- 1 PAINT-EXT BUMPERS FRT/RR BLACK
- 1 PAINT-SOLID COLOR YELLOW

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SEATS

- 1 ELR SHOULDER BELT/ALR LAP BELT FOR DRIVER
- 1 KICK PLATE/MODESTY PANEL-39"VERT, WALL-MTD BARRIER,RT SIDE
- 1 KICK PLATE/MODESTY PANEL-39"VERT, WALL-MTD BARRIER,LT SIDE
- 1 ASSIST RAIL YELLOW RIGHT SIDE
- 1 ASSIST RAIL BARRIER YELLOW LS HDX
- 1 39" BARR-VERT,WALL MT 45"H RS 2009
- 1 39"8DEG BARR-REV. WALL-MT 45"H 2009
- 2 COLONIAL BLUE UPHOLSTERY-45"HIGH RECESSED BARRIER
- 1 BACK-NATIONAL DRV'S SEAT
- 1 ARMREST NATIONAL DRVR'S ST. BOTH SIDES
- 1 UPH DR.ST.FABRIC BLK NATIONAL
- 1 PEDESTAL-NATIONAL AIR W/2 SHOCKS
- 1 COVER PEDASTAL NATIONAL NONE
- 1 SLIDE STOP NATIONAL DR.ST. NONE
- 1 RETAINER NATIONAL DR.ST.BELT NONE
- 1 POUCH-DR.ST.STORAGE NONE
- 1 RISER-DRIVERS SEAT, NATIONAL NONE
- 26 42 OZ COLONIAL BLUE UPHOLSTERY - S3C PASSENGER SEAT
- 1 42 OZ COL BLUE UPH - S3C DAVENPORT
- 11 S3C 39"LS FLEXIBLE 3/2 WALL MOUNT
- 1 S3C 39"LS FLEXIBLE 3/2 FLOOR MOUNT
- 11 S3C 39"RS 3/2 FLEXIBLE WALL MOUNT
- 1 S3C 39"RS 3/2 FLEXIBLE FLOOR MOUNT
- 1 S3C 39"LS 3/2 FLEXIBLE FLIP SEAT
- 1 S3C 39"/39" FLEXIBLE 3/2 DAVENPORT
- 1 S3C 39"RS 3/2 FLEXIBLE FLIP SEAT
- 22 S3C WALL MOUNT HARDWARE - TRANSIT
- 2 S3C FLOOR MOUNT HARDWARE - TRANSIT
- 2 S3C FLIP SEAT HARDWARE - TRANSIT

WINDOWS/GLASS

- 1 TINTED TEMPERED GLASS - COMPLETE
- 1 TINTED TEMPERED GLASS-DRIVER'S WINDOW, BLK FINISH WIND FRAME
- 1 TINTED WINDSHIELD WITH 5" BAND FOR MVP-ER, ER TRANSIT
- 24 TINT TEMP GLASS-COMP (28.5")
- 2 TINT TEMP GLASS-COMP(28.5")+10
- 1 WINDOW STOPS (12")

OTHER

- 1 2019 CUMMINS ENGINE TARIFF
- 1 POWER OUTLET - (2) USB TYPE D

CHASSIS**AXLES AND SUSPENSIONS**

- 1 DET FRONT AXLE - 14,600 LB. VERSUS STANDARD
- 1 AXLE - REAR, DANA 22060S, 4.88 RATIO
- 1 SYNTHETIC LUBE STD W/AXLE
- 1 SYNTHETIC LUBE STANDARD W/FRONT AXLE
- 1 FRONT SUSPENSION CAPACITY - 14,600 LB.
- 1 HENDRICKSON "COMFORT AIR" SINGLE AXLE AIR SUSPENSION-23K AXL

BRAKES

- 1 ANTILOCK BRAKES - MERITOR/WABCO (HDX)
- 1 AIR ANTI-LOCK DISC BRAKES
- 1 ELECTRONIC STABILITY CONTROL - HDX
- 1 PARKING BRAKE INTERLOCK

CHASSIS EQUIPMENT

- 1 SOLENOID OPERATED AIR RESERVOIR DRAINS
- 1 ADJUSTABLE PEDAL SYSTEM - HDX
- 1 100 GALLON FUEL TANK, BETWEEN THE RAILS, RIGHT HAND FILL
- 1 CHASSIS FRAME RAIL - REG. STRENGTH (50KSI) HDX (277"WB)
- 1 TOW HOOKS, FRONT - TWO (2)

ELECTRICAL - CHASSIS

- 1 LEECE-NEVILLE 270 AMP ALTERNATOR- PAD MOUNTED - HDX
- 1 TRIPLE 12-VOLT GROUP 31 BATTERIES - HDX
- 1 CIRCUIT BREAKERS-MANUAL RESET - HDX

- 1 AMMETER, 300 AMP, DASH-MOUNTED (HDX)
- 1 SOLID STATE ELECTRONIC FLASHER FOR HAZARD LIGHTS

ENGINE AND EQUIPMENT

- 1 AIR DRYER - BENDIX AD9 WITH HEATER - HDX
- 1 EXHAUST BRAKE - HDX, CUMMINS ISL
- 1 CRUISE CONTROL - HDX (CUM ISL)
- 1 VEHICLE SPEED LIMITING(70 MILES PER HOUR SETTING)
- 1 FUEL/WATER SEPARATOR WITH HEATER AND PUMP-CUMMINS ISL
- 1 CUMMINS L9-300 ENGINE (HDX) 2013 EPA
- 1 MULTI-FUNCTION GAUGE-REAR PANEL HDX
- 1 CUMMINS 2017 MODEL YEAR

TRANSMISSION AND EQUIPMENT

- 1 ALLISON 3000 PTS TRANSMISSION - CUMMINS ISL-300 (HDX) 2013
- 1 ALLISON FUEL SENSE-BASIC, DSS MED

WHEELS AND TIRES

- 6 MICHELIN 12R22.5 16(H) PLY XZE LRH
- 6 DISC WHEEL-8.25X22.5,5H YELLOW
- 1 HUB-PILOTED WHEEL EQUIPMENT - 23K (HDX)

Meets all FMVSS requirements in effect at the time of manufacture.



541 Washington Avenue
Yuba City, CA 95991
(530) 634-7659
FAX (530) 634-7660
www.fraqmd.org

Christopher D. Brown, AICP
Air Pollution Control Officer

Serving Sutter and Yuba Counties

December 14, 2020

Greg Taylor
Director of Transportation
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Re: Community Air Protection Grant Awards

Dear Greg Taylor,

The application for school bus replacements has been approved for funding in the amounts provided below. The replacement projects will be funded by the Community Air Protection Funds, allocated through Senate Bill (SB) 856 (Chapter 30, Statutes of 2018), which are Greenhouse Gas Reduction Funds from the California Cap-and-Trade Program. These funds are administered through the California Climate Investments (CCI) program. CCI is the overarching statewide program that puts Cap-and-Trade proceeds to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities.

Old Equipment:

Year	Make	ID #	Model	VIN
1998	Thomas	41	School Bus	1T75U4B24W1161747
1998	Thomas	35	School Bus	1T75U4B20W1161745
1998	Thomas	31	School Bus	1T75U4B26W1161751

New Equipment:

Make	Model	Tentative Award
Three (3) Thomas	Saf-T-Liner HDX	\$440,584.41

If you accept the tentative award amount and would like to participate in the Program, please contact Sondra Spaethe, Planning and Engineering Supervisor, at (530) 634-7659 ext 210 or sspaethe@fraqumd.org to schedule a pre-inspection of the existing buses.

The District looks forward to working with you to improve air quality in Yuba and Sutter counties.

Regards,

A handwritten signature in black ink, appearing to be "C. Brown".

Christopher D. Brown, AICP
Air Pollution Control Officer
File: Chron
CAP Incentives Year 2

AGREEMENT CAP2-1**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. 2019-12 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 performance requirements in Exhibit A. Minimum project timeframe will be 3 years unless otherwise approved by CARB. In addition to meeting the operating requirements established in Exhibit A, 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 \$112,584.41 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, 2030. 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
CAP Incentives Program Feather River AQMD 541 Washington Avenue Yuba City, CA 95991 Phone: (530) 634-7659 FAX: (530) 634-7660 Email: sspaethe@fraqmd.org	Greg Taylor Marysville Joint Unified School District 1919 B Street Marysville, CA 95901 Phone: (530) 749-6199 Email: gtaylor@mjusd.com

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 and 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:

Penny Lauseng
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 and Performance Requirements

Vocation(s): 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: 1998	GVWR: 36,700
Identification Number: 1T75U4B26W1161747	Fleet Identification Number: 41	License Plate: 1006386	Odometer: 424,579.1

Existing Engine Information

Make: Cummins	Model: ER6TA-300	Model Yr: 1998	Serial Number: 45599549	HP: 300	Hour Meter: N/A
Fuel Type: Diesel					

New or Replacement Vehicle/Equipment Information

Make: Thomas	Model: Saf-T-Liner HDX	Model Year: 2020	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					

Performance Requirements

Vehicle/Equipment and Engine Year Make & Model	Minimum Usage	Anticipated Annual NOx Reduction (tons)	Payback Requirement per Hour/Mile
2021 Thomas Saf-T-Liner HDX with 2020 Cummins L9 300 hp engine	10 years	0.326	No payback requirement based on hours/miles; must own and operate within Yuba or Sutter counties until December 31, 2030, or may be subject to payback requirement in section 2.5 of this Agreement

AGREEMENT CAP2-3

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. 2019-12 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 performance requirements in Exhibit A. Minimum project timeframe will be 3 years unless otherwise approved by CARB. In addition to meeting the operating requirements established in Exhibit A, 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 \$164,000.00 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

66

- (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, 2030. 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 Equipment 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
CAP Incentives Program Feather River AQMD 541 Washington Avenue Yuba City, CA 95991 Phone: (530) 634-7659 FAX: (530) 634-7660 Email: sspaethe@fragmd.org	Greg Taylor Marysville Joint Unified School District 1919 B Street Marysville, CA 95901 Phone: (530) 749-6199 Email: gtaylor@mjusd.com

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 and 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:

Penny Lauseng
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 and Performance Requirements

Vocation(s): 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	6,888 miles	0	6,888 miles

Existing Vehicle/Equipment Information

Make: Thomas	Model: SAF-T-LINER	Model Year: 1998	GVWR: 36,700
Identification Number: 1T75U4B26W1161751	Fleet Identification Number: 31	License Plate: 1006397	Odometer: 345,301.6

Existing Engine Information

Make: Cummins	Model: ER6TA-300	Model Yr: 1998	Serial Number: 45603007	HP: 300	Hour Meter: N/A
Fuel Type: Diesel					

New or Replacement Vehicle/Equipment Information

Make: Thomas	Model: Saf-T-Liner HDX	Model Year: 2020	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					

Performance Requirements

Vehicle/Equipment and Engine Year Make & Model	Minimum Usage	Anticipated Annual NOx Reduction (tons)	Payback Requirement per Hour/Mile
2021 Thomas Saf-T-Liner HDX with 2020 Cummins L9 300 hp engine	10 years	0.126	No payback requirement based on hours/miles; must own and operate within Yuba or Sutter counties until December 31, 2030, or may be subject to payback requirement in section 2.5 of this Agreement

AGREEMENT CAP2-5**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. 2019-12 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.

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- 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.
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- 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 performance requirements in Exhibit A. Minimum project timeframe will be 3 years unless otherwise approved by CARB. In addition to meeting the operating requirements established in Exhibit A, 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.
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- 2.3.1 The District will reimburse the Participant up to \$164,000.00 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.

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- 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, 2030. 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
CAP Incentives Program Feather River AQMD 541 Washington Avenue Yuba City, CA 95991 Phone: (530) 634-7659 FAX: (530) 634-7660 Email: sspaethe@fragmd.org	Greg Taylor Marysville Joint Unified School District 1919 B Street Marysville, CA 95901 Phone: (530) 749-6199 Email: gtaylor@mjusd.com

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 and 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:

Penny Lauseng
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 and Performance Requirements

Vocation(s): 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	20,471 miles	0	20,471 miles

Existing Vehicle/Equipment Information

Make: Thomas	Model: SAF-T-LINER	Model Year: 1998	GVWR: 36,700
Identification Number: 1T75U4B26W1161745	Fleet Identification Number: 35	License Plate: 1006391	Odometer: 227,197

Existing Engine Information

Make: Cummins	Model: ER6TA-300	Model Yr: 1998	Serial Number: 45599517	HP: 300	Hour Meter: N/A
Fuel Type: Diesel					

New or Replacement Vehicle/Equipment Information

Make: Thomas	Model: Saf-T-Liner HDX	Model Year: 2020	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					

Performance Requirements

Vehicle/Equipment and Engine Year Make & Model	Minimum Usage	Anticipated Annual NOx Reduction (tons)	Payback Requirement per Hour/Mile
2021 Thomas Saf-T-Liner HDX with 2020 Cummins L9 300 hp engine	10 years	0.326	No payback requirement based on hours/miles; must own and operate within Yuba or Sutter counties until December 31, 2030, or may be subject to payback requirement in section 2.5 of this Agreement



Commission on Teacher Credentialing
Certification Division
ATTN: Waiver Unit
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: waivers@ctc.ca.gov
Website: www.ctc.ca.gov

CTC Use Only

CTC Use Only

W

Z

VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be typewritten or computer generated and sufficiently clear to photocopy. This form must be used for **first time and subsequent** waivers only.

1. EMPLOYING AGENCY (include mailing address) Marysville Joint Unified School District 1919 B Street, Marysville, CA 95901 NPS/NPA (list county code _____)	County/District CDS Code 58-72736	Contact Person: Jennifer Allread Telephone #: (530) 749-4869 Email: jennifer.allread@yubaco
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2. APPLICANT INFORMATION:

Social Security or Individual Tax Identification Number: (Redacted)

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed Live Scan receipt (41-LS) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name Brandon D. Sanders
First Middle Last

Former Name(s) N/A Birth Date (Redacted)

Applicant's Mailing Address (Redacted)

Phone# (Redacted) Email bsanders@mjud.k12.ca.us

Waiver Title CCSD Waiver - English Learner Authorization

(List the specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment Designated Subjects Teacher - Business & Finance

Indicate specific position and grade level (e.g. chemistry teacher, grades 11-12)

- For bilingual assignment list LANGUAGE: N/A
- Is this a full time position? ☒ Yes ☐ No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) N/A
- Is this a subsequent waiver? (see #9 for additional information) ☐ Yes ☒ No

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: EC 44253.11

4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): 08 / 12 / 2020 to 06 / 04 / 2021

Ending date of school term, track, or year: 06 / 04 / 2021

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE SHORTAGE AREA FOR THE ASSIGNMENT

☐

Special Education

☐

Driver Education and Training

☐

Clinical or Rehabilitative Services

☐

30-Day Substitute

☐

Speech-Language Pathology Services

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

☐

Advertised in local/national newspapers

☐

Contacted IHE placement centers

☐

Advertised in professional journals

☐

☒ Distributed job announcements

☒

Attended job fairs in California

☐

Internet

☐

Attended recruitment out-of-state

Other _____

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

Business Experience

Business Contacts in the Community

81

6. NON STATEWIDE NON SHORTAGE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- | | |
|---|--|
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Multiple Subject Teaching |
| <input type="checkbox"/> Single Subject Teaching (all subject areas) | <input type="checkbox"/> Pupil Personnel Services: Counseling, Psychology, Social Work |
| <input type="checkbox"/> Designated Subjects – except driver education and training | <input type="checkbox"/> Reading Specialist/Certificate |
| <input type="checkbox"/> Teacher Librarian Services | <input checked="" type="checkbox"/> Teacher of English Learner Students |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- ☒ Distributed job announcements
- ☒ Contacted IHE placement centers
- ☒ Internet (i.e. www.edjoin.org)

Optional recruitment methods:

- ☐ Advertised in local/national newspaper
- ☐ Attended job fairs in California
- ☐ Attended recruitment out-of-state
- ☐ Advertised in professional journals

Other _____

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialed in the authorization of the waiver request applied for the position?

1 _____

How many individuals credentialed in the authorization of the waiver request were interviewed?

1 _____

What were the results of those interviews? (Please indicate answers in numbers)

_____ Applicant(s) withdrew

_____ Candidate(s) declined job offer

1 _____ Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

Business experience

Business contacts in the community

e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

Masters Degree in Organizational Management
CTE Credential in Finance and Business

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

List the requirements that the applicant must complete to be eligible for the credential along with the credential goal and target date by which he or she plans to complete those requirements

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
Completion of Clear CTE Program	06/2022

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name Robert Jensen Position Teacher

9. SUBSEQUENT WAIVER REQUESTS

- Attach a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.
- Attach supporting documentation

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

☐ Yes ☒ No ☐ Not applicable (program completion is not a requirement)

11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)

Answers to the following questions are required. If you answer yes to any question, you must complete the corresponding Professional Fitness Explanation Form.

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
- California Department of Justice criminal history (rap sheet)
- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended



WARNING: You will be required to sign your application under penalty of perjury; by doing so you are also stating that you understand:

- That the information you provide is true and correct;
- That you understand any and all instructions related to your application;
- Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your credential;
- The Commission may reject your application if it is incomplete and it will be delayed.

a. Have you ever been:

- dismissed or,
- non-reelected or,
- suspended without pay for more than ten days, or
- retired or,
- resigned from, or otherwise left school employment

because of **allegations of misconduct** or while **allegations of misconduct** were pending?

☐

Yes

☒

No

b. Have you ever been convicted of any felony or misdemeanor in California or any other place?
You must disclose:

- all criminal convictions
- misdemeanors and felonies
- convictions based on a plea of no contest or nolo contendere
- convictions dismissed pursuant to Penal Code Section 1203.4
- driving under the influence (DUI) or reckless driving convictions
- no matter how much time has passed

You do not have to disclose:

- misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.
- Infractions (DUI or reckless driving convictions are not infractions)

☐ Yes

☒ No

c. Are you currently the subject of any inquiry or investigation by any law enforcement agency or any licensing agency in California or any other state?

☐ Yes

☒ No

d. Are any criminal charges currently pending against you?

☐ Yes

☒ No

e. Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service, revoked, denied, suspended, publicly reprimanded, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

☐ Yes

☒ No

f. Have you ever had any professional or vocational (not teaching or educational) license revoked, denied, suspended, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

☐ Yes

☒ No

12. CHILD ABUSE AND NEGLECT MANDATED REPORTING (to be answered by the applicant)

As a document holder authorized to work with children, it is part of my professional and ethical duty to report every instance of child abuse or neglect known or suspected to have occurred to a child with whom I have professional contact.

I understand that I must report immediately, or as soon as practicably possible, by telephone to a law enforcement agency or a child protective agency, and will send a written report and any evidence relating to the incident within 36 hours of becoming aware of the abuse or neglect of the child.

I understand that reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person is not a substitute for making a mandated report to a law enforcement agency or a child protective agency.

I understand that the reporting duties are individual and no supervisor or administrator may impede or inhibit my reporting duties.

I understand that once I submit a report, I am not required to disclose my identity to my employer.

I understand that my failure to report an instance of suspected child abuse or neglect as required by the Child Abuse and Neglect Reporting Act under Section 11166 of the Penal Code is a misdemeanor punishable by up to six months in jail or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

I acknowledge and certify that as a document holder, I will fulfill all the duties required of a mandated reporter.

☒ I agree

13. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

☒ **Public School District:** Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

☐ **County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency:** Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #15 below, the person signing verifies that there were no objections to this waiver request.

14. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.

Signature of Applicant
(Sign full legal name as listed in #2)

Date

15. EMPLOYING AGENCY CERTIFICATION *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*


The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature: _____

Title: _____

Date: _____



Asst. Supt. / PERSONNEL

1/14/2021



CTC Use Only

CTC Use Only

W

Z

VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be typewritten or computer generated and sufficiently clear to photocopy. This form must be used for **first time and subsequent** waivers only.

1. EMPLOYING AGENCY (include mailing address) Marysville Joint Unified School District 1919 B Street, Marysville, CA 95901 NPS/NPA (list county code _____)	County/District CDS Code 58-72736	Contact Person: Jennifer Allread Telephone #: (530) 749-4869 Email: jennifer.allread@yubaco
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2. APPLICANT INFORMATION:

Social Security or Individual Tax Identification Number: (Redacted)

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed Live Scan receipt (41-LS) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name Nicholas D. Wright
First Middle Last

Former Name(s) N/A Birth Date (Redacted)

Applicant's Mailing Address (Redacted)

Phone# (Redacted) Email nwright@mjud.com

Waiver Title CCSD Waiver - English Learner Authorization

(List the specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment Designated Subjects Teacher - Health Science & Medical Technology

Indicate specific position and grade level (e.g. chemistry teacher, grades 11-12)

- For bilingual assignment list LANGUAGE: N/A
- Is this a full time position? ☒ Yes ☐ No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) N/A
- Is this a subsequent waiver? (see #9 for additional information) ☐ Yes ☒ No

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: EC 44253.11

4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): 08 / 12 / 2020 to 06 / 04 / 2021

Ending date of school term, track, or year: 06 / 04 / 2021

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE SHORTAGE AREA FOR THE ASSIGNMENT

- | | |
|--|--|
| <input type="checkbox"/> Special Education | <input type="checkbox"/> Driver Education and Training |
| <input type="checkbox"/> Clinical or Rehabilitative Services | <input type="checkbox"/> 30-Day Substitute |
| <input type="checkbox"/> Speech-Language Pathology Services | |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

- | | |
|--|--|
| <input type="checkbox"/> Advertised in local/national newspapers | <input type="checkbox"/> Contacted IHE placement centers |
| <input type="checkbox"/> Advertised in professional journals | <input type="checkbox"/> Distributed job announcements |
| <input type="checkbox"/> Attended job fairs in California | <input type="checkbox"/> Internet |
| <input type="checkbox"/> Attended recruitment out-of-state | |

Other _____

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

6. NON STATEWIDE NON SHORTAGE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- | | |
|---|--|
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Multiple Subject Teaching |
| <input type="checkbox"/> Single Subject Teaching (all subject areas) | <input type="checkbox"/> Pupil Personnel Services: Counseling, Psychology, Social Work |
| <input type="checkbox"/> Designated Subjects – except driver education and training | <input type="checkbox"/> Reading Specialist/Certificate |
| <input type="checkbox"/> Teacher Librarian Services | <input checked="" type="checkbox"/> Teacher of English Learner Students |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- ☒ Distributed job announcements
- ☒ Contacted IHE placement centers
- ☒ Internet (i.e. www.edjoin.org)

Optional recruitment methods:

- ☐ Advertised in local/national newspaper
- ☐ Attended job fairs in California
- ☐ Attended recruitment out-of-state
- ☐ Advertised in professional journals

Other _____

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialed in the authorization of the waiver request applied for the position?

1 _____

How many individuals credentialed in the authorization of the waiver request were interviewed?

1 _____

What were the results of those interviews? (Please indicate answers in numbers)

- _____ Applicant(s) withdrew
- _____ Candidate(s) declined job offer
- _____ Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

Sports Medicine Background/Physical Therapist experience

e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

Bachelors Degree in Sports Medicine

Preliminary CTE Credential in Health Science and Medical Technology

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

List the requirements that the applicant must complete to be eligible for the credential along with the credential goal and target date by which he or she plans to complete those requirements

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
Completion of Clear CTE Program	06/2022

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name John Ithurburn Position Assistant Principal

9. SUBSEQUENT WAIVER REQUESTS

- Attach a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.
- Attach supporting documentation

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

☐ Yes ☒ No ☐ Not applicable (program completion is not a requirement)

11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)

Answers to the following questions are required. If you answer yes to any question, you must complete the corresponding Professional Fitness Explanation Form.

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
- California Department of Justice criminal history (rap sheet)
- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended



WARNING: You will be required to sign your application under penalty of perjury; by doing so you are also stating that you understand:

- That the information you provide is true and correct;
- That you understand any and all instructions related to your application;
- Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your credential;
- The Commission may reject your application if it is incomplete and it will be delayed.

a. Have you ever been:

- dismissed or,
- non-reelected or,
- suspended without pay for more than ten days, or
- retired or,
- resigned from, or otherwise left school employment

because of **allegations of misconduct** or while **allegations of misconduct** were pending?

☐

Yes

☒

No

b. Have you ever been convicted of any felony or misdemeanor in California or any other place?
You must disclose:

- all criminal convictions
- misdemeanors and felonies
- convictions based on a plea of no contest or nolo contendere
- convictions dismissed pursuant to Penal Code Section 1203.4
- driving under the influence (DUI) or reckless driving convictions
- no matter how much time has passed

You do not have to disclose:

- misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.
- Infractions (DUI or reckless driving convictions are not infractions)

☐ Yes

☒ No

c. Are you currently the subject of any inquiry or investigation by any law enforcement agency or any licensing agency in California or any other state?

☐ Yes

☒ No

d. Are any criminal charges currently pending against you?

☐ Yes

☒ No

e. Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service, revoked, denied, suspended, publicly reprimanded, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

☐ Yes

☒ No

f. Have you ever had any professional or vocational (not teaching or educational) license revoked, denied, suspended, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

☐ Yes

☒ No

12. CHILD ABUSE AND NEGLECT MANDATED REPORTING (to be answered by the applicant)

As a document holder authorized to work with children, it is part of my professional and ethical duty to report every instance of child abuse or neglect known or suspected to have occurred to a child with whom I have professional contact.

I understand that I must report immediately, or as soon as practicably possible, by telephone to a law enforcement agency or a child protective agency, and will send a written report and any evidence relating to the incident within 36 hours of becoming aware of the abuse or neglect of the child.

I understand that reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person is not a substitute for making a mandated report to a law enforcement agency or a child protective agency.

I understand that the reporting duties are individual and no supervisor or administrator may impede or inhibit my reporting duties.

I understand that once I submit a report, I am not required to disclose my identity to my employer.

I understand that my failure to report an instance of suspected child abuse or neglect as required by the Child Abuse and Neglect Reporting Act under Section 11166 of the Penal Code is a misdemeanor punishable by up to six months in jail or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

I acknowledge and certify that as a document holder, I will fulfill all the duties required of a mandated reporter.

☒ I agree

13. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

☒ **Public School District:** Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

☐ **County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency:** Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #15 below, the person signing verifies that there were no objections to this waiver request.

14. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.

Signature of Applicant
(Sign full legal name as listed in #2)

Date

15. EMPLOYING AGENCY CERTIFICATION *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*

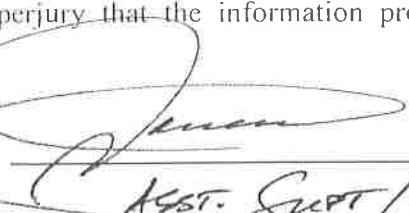
The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature: _____

Title: _____

Date: _____


ASST. Supt / PERSONNEL
1/14/2021

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186(d)]
2020-2021

District MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

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

Quarterly Report Submission Date:
 (check one)

- ☐ October 2020-1st quarter (7/1/20-9/30/20)
☒ January 2021-2nd quarter (10/1/20-12/31/20)
☐ April 2021-3rd quarter (1/1/21-3/31/21)
☐ July 2021-4th quarter (4/1/21-6/30/21)

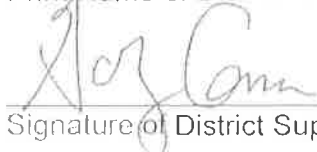
Date for information to be reported publicly at governing board meeting: January 26, 2021

Please check the box that applies:

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

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

Print Name of District Superintendent Gary J. Cena



Signature of District Superintendent

January 12, 2021

Date

**AMENDMENT TO
EMPLOYMENT CONTRACT**

between

RAMIRO G. CARREÓN

and the

GOVERNING BOARD

of the

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
OF YUBA COUNTY, CALIFORNIA**

This the Governing Board of the Marysville Joint Unified School District ("Board" or "District") and Ramiro G. Carreón ("Assistant Superintendent, Personnel Services") are parties to an Employment Contract signed July 24, 2012 ("Contract"). Pursuant to Article X - Extension of Employment Contract, the Board offers to extend the contract of the ASSISTANT SUPERINTENDENT OF PERSONNEL SERVICES by three (3) years from July 1, 2021 to June 30, 2024.

If accepted, Article I - Term, will be modified as follows:

DISTRICT agrees to employ, and ASSISTANT SUPERINTENDENT OF PERSONNEL SERVICES hereby accepts employment as ASSISTANT SUPERINTENDENT OF PERSONNEL SERVICES of the Marysville Joint Unified School District for an additional term of one year commencing July 1, 2021 and ending June 30, 2024.

Except as specifically modified by this Amendment, all terms and conditions set forth in the Contract shall remain in full force and effect. In the event of a conflict between this Amendment and the Contract, the terms and conditions of this Amendment shall control.

**FOR THE GOVERNING BOARD OF THE
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

Randy Rasmussen, President of the Governing Board

Date

I hereby accept this Amendment to Employment Contract

Ramiro G. Carreón
Assistant Superintendent, Personnel Services

Date

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Marysville Joint Unified School District

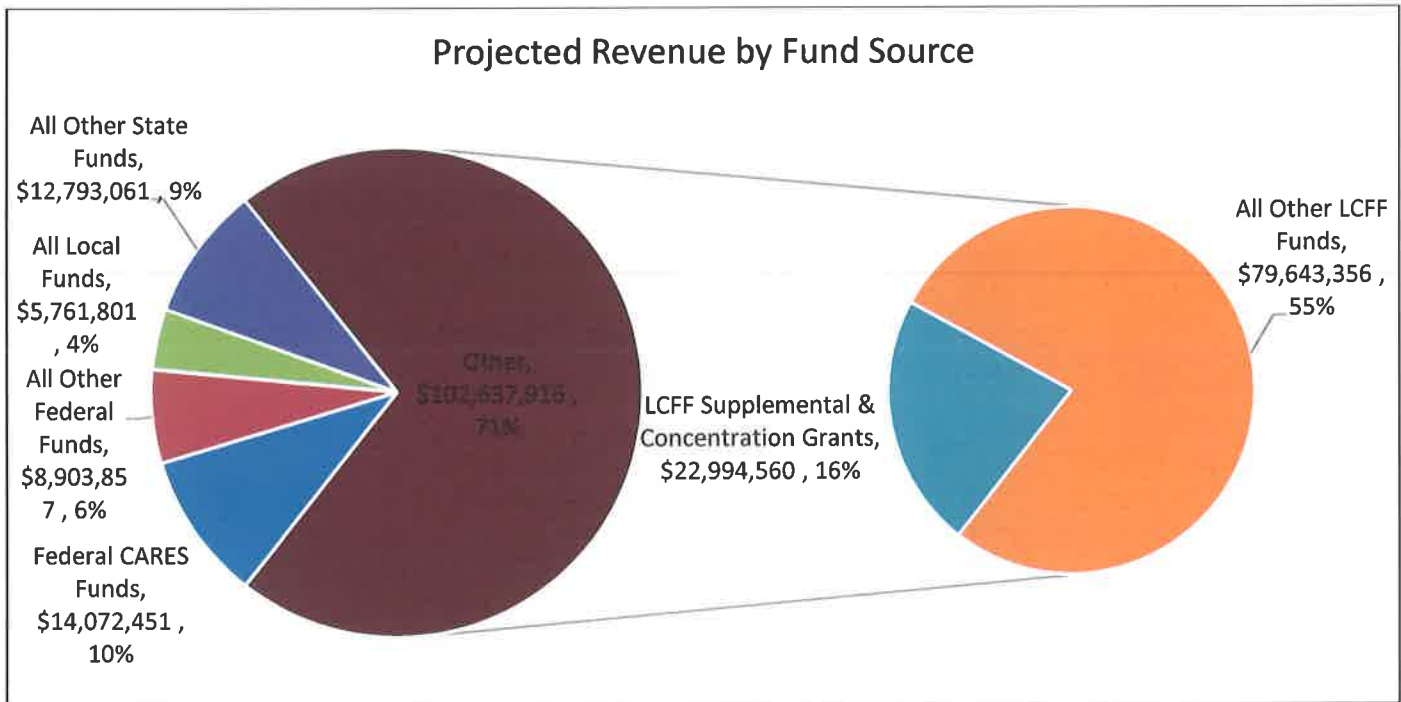
CDS Code: 58727360000000

School Year: 2020-2021

LEA contact information: Gary Cena, Superintendent

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2020-21 LCAP Year

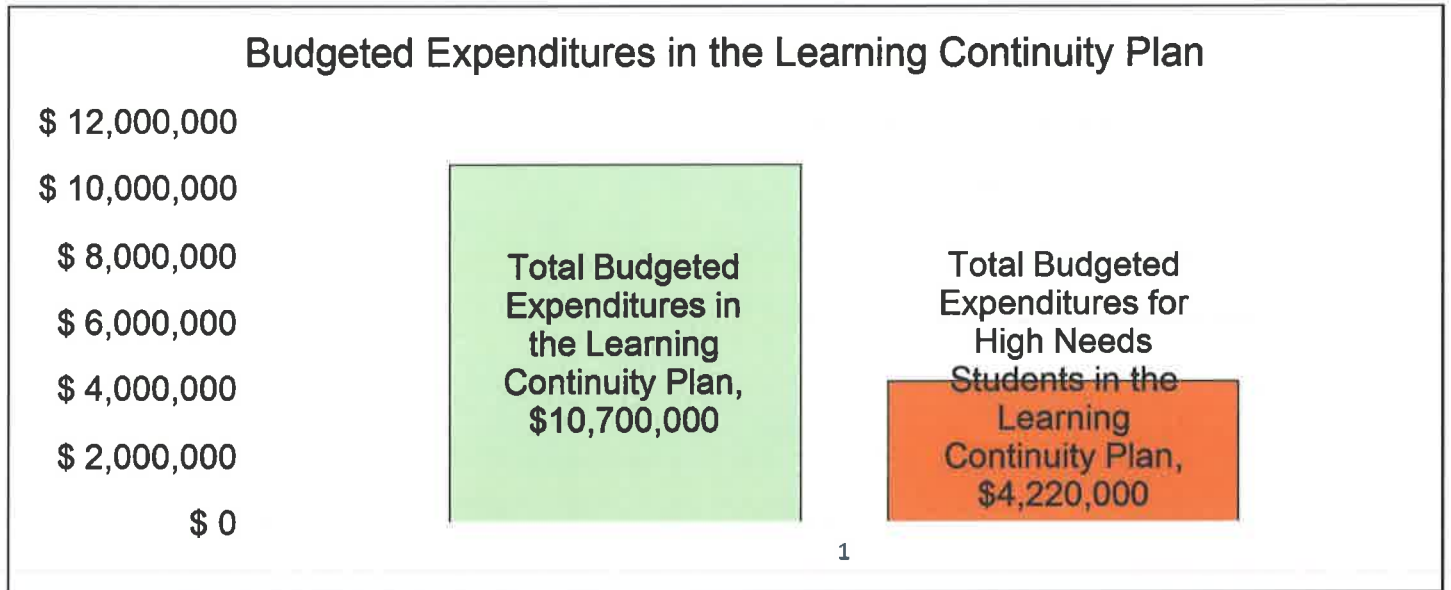


This chart shows the total general purpose revenue Marysville Joint Unified School District expects to receive in the coming year from all sources.

The total revenue projected for Marysville Joint Unified School District is \$144,169,086, of which \$102,637,916 is Local Control Funding Formula (LCFF), \$12,793,061 is other state funds, \$5,761,801 is local funds, and \$22,976,308 is federal funds. Of the \$22,976,308 in federal funds, \$14,072,451 are federal CARES Act funds. Of the \$102,637,916 in LCFF Funds, \$22,994,560 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

For the 2020-21 school year school districts must work with parents, educators, students, and the community to develop a Learning Continuity and Attendance Plan (Learning Continuity Plan). The Learning Continuity Plan replaces the Local Control and Accountability Plan (LCAP) for the 2020–21 school year and provides school districts with the opportunity to describe how they are planning to provide a high-quality education, social-emotional supports, and nutrition to their students during the COVID-19 pandemic.



This chart provides a quick summary of how much Marysville Joint Unified School District plans to spend for planned actions and services in the Learning Continuity Plan for 2020-2021 and how much of the total is tied to increasing or improving services for high needs students.

Marysville Joint Unified School District plans to spend \$141,825,549 for the 2020-21 school year. Of that amount, \$10,700,000 is tied to actions/services in the Learning Continuity Plan and \$131,125,549 is not included in the Learning Continuity Plan. The budgeted expenditures that are not included in the Learning Continuity Plan will be used for the following:

The Learning Continuity Plan includes CARES Act funds from Corona Relief Fund (CRF), GEER Fund, and State General Fund. Therefore, the General Fund Budget Expenditures not included in the Learning Continuity Plan are all other General Fund costs. These costs pertain to primary staffing of certificated and classified employees, standard curriculum, facilities, and maintenance-related costs. Other goal-related expenditures that were planned during the 19-20 LCAP that were not planned to be cut are also not included, the plan includes the backfilled dollars and their expenditures.

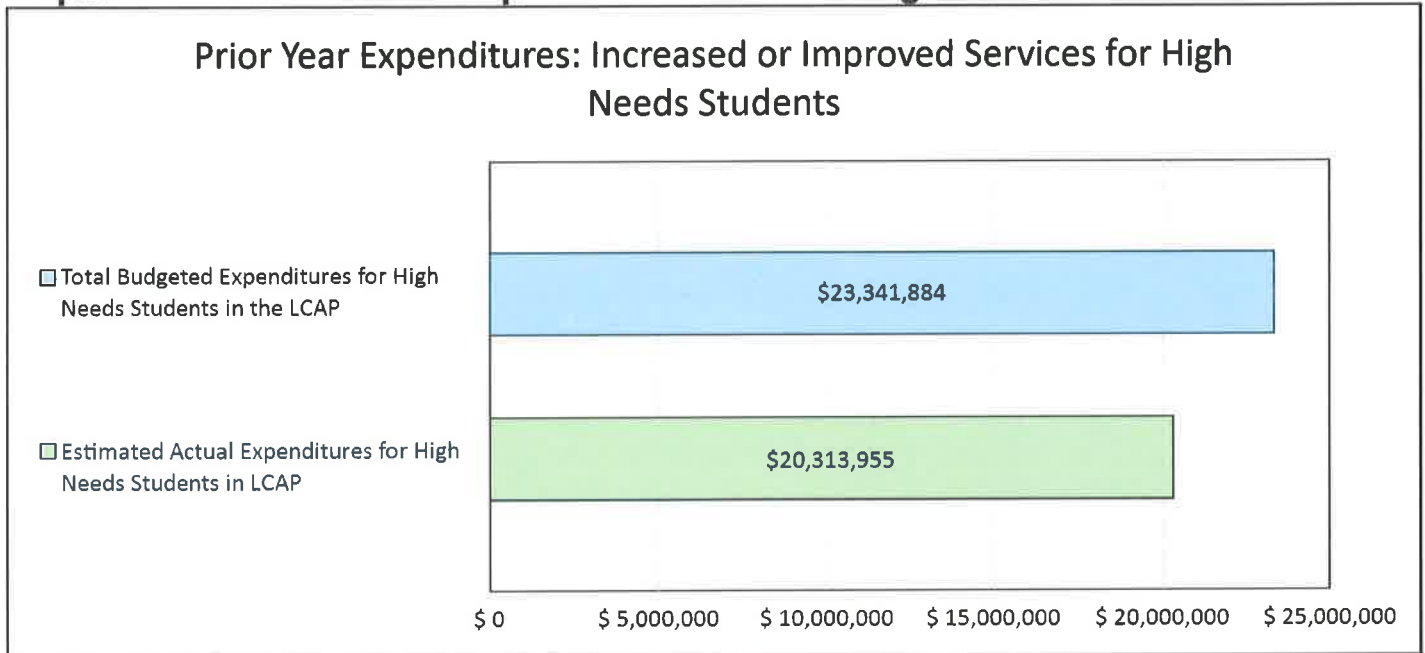
Increased or Improved Services for High Needs Students in the Learning Continuity Plan for the 2020-2021 School Year

In 2020-21, Marysville Joint Unified School District is projecting it will receive \$22,994,560 based on the enrollment of foster youth, English learner, and low-income students. Marysville Joint Unified School District must describe how it intends to increase or improve services for high needs students in the Learning Continuity Plan. Marysville Joint Unified School District plans to spend \$4,220,000 towards meeting this requirement, as described in the Learning Continuity Plan.

The amount budgeted to increase or improve services for high needs students in the 2020-21 Learning Continuity Plan is less than the projected revenue of LCFF supplemental and concentration grants for 2020-21 but still meets our 29.5% proportionality requirement to improve services to unduplicated students. The district continues to honor the 2019-20 LCAP to meet its requirement to improve services for high needs students. This year, due to COVID, the need to support our unduplicated students becomes greater, as the difficulty of home-based learning becomes more difficult when factors of poverty, trauma, or lack of home English language communication skills are factored in. While we did not choose to label all of our expenditures as contributing, because they were occurring site or district-wide, they are still directed at the improved services of these students.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2019-20



This chart compares what Marysville Joint Unified School District budgeted in the 2019-20 LCAP for actions and services that contributed to increasing or improving services for high needs students with what Marysville Joint Unified School District actually spent on actions and services that contributed to increasing or improving services for high needs students in the 2019-20 school year.

In 2019-20, Marysville Joint Unified School District's LCAP budgeted \$23,341,884 for planned actions to increase or improve services for high needs students. Marysville Joint Unified School District actually spent \$20,313,955 for actions to increase or improve services for high needs students in 2019-20.

The shutdown of schools due to COVID 19 in 2019-20 resulted in less actual expenditures than the total budgeted expenditures for planned actions and services to increase or improve services for high needs students. The difference impacted the actions and services towards students as MJUSD and other districts in similar ways, primarily related to additional staffing costs as well as general costs directed towards facilities-based education. The variance between actual expenditures and budgeted expenditures is assigned to transportation services, curricular programs, and additional in-person support service costs.

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Marysville Charter Academy for the Arts

CDS Code: 58-72736-5830138

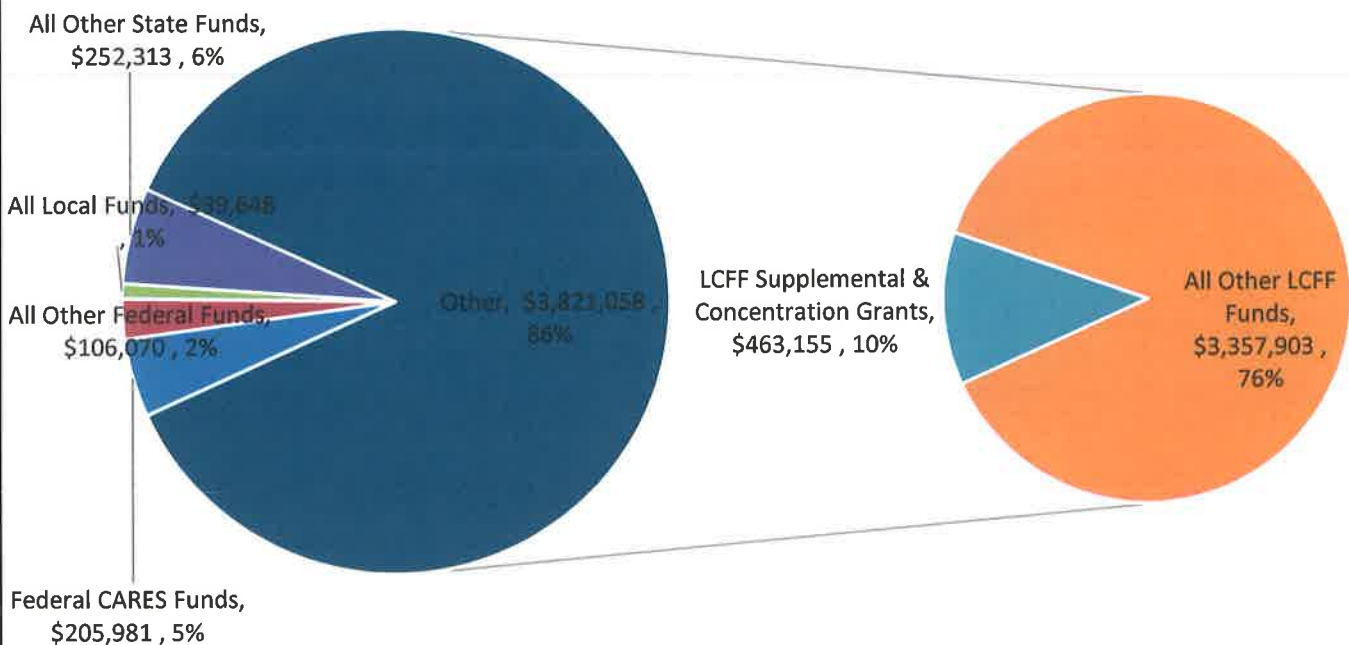
School Year: 2020-2021

LEA contact information: Tim Malone, Principal

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2020-21 LCAP Year

Projected Revenue by Fund Source

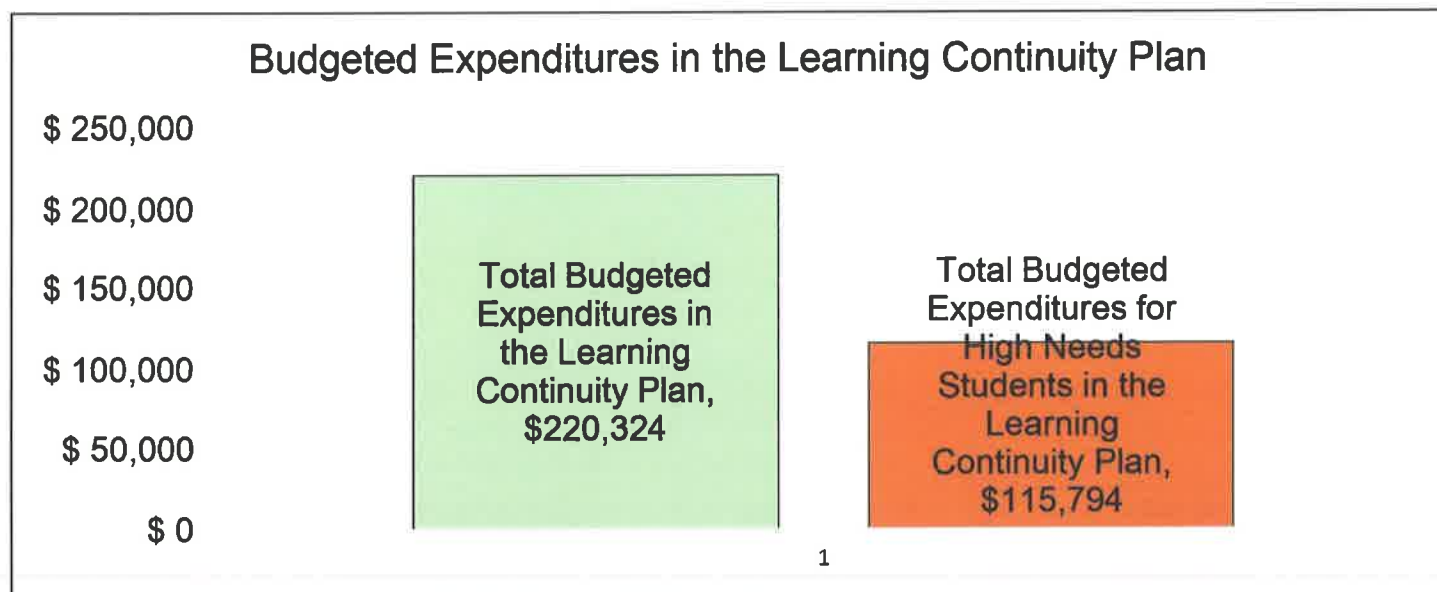


This chart shows the total general purpose revenue Marysville Charter Academy for the Arts expects to receive in the coming year from all sources.

The total revenue projected for Marysville Charter Academy for the Arts is \$4,425,070, of which \$3,821,058 is Local Control Funding Formula (LCFF), \$252,313 is other state funds, \$39,648 is local funds, and \$312,051 is federal funds. Of the \$312,051 in federal funds, \$205,981 are federal CARES Act funds. Of the \$3,821,058 in LCFF Funds, \$463,155 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

For the 2020-21 school year school districts must work with parents, educators, students, and the community to develop a Learning Continuity and Attendance Plan (Learning Continuity Plan). The Learning Continuity Plan replaces the Local Control and Accountability Plan (LCAP) for the 2020–21 school year and provides school districts with the opportunity to describe how they are planning to provide a high-quality education, social-emotional supports, and nutrition to their students during the COVID-19 pandemic.



This chart provides a quick summary of how much Marysville Charter Academy for the Arts plans to spend for planned actions and services in the Learning Continuity Plan for 2020-2021 and how much of the total is tied to increasing or improving services for high needs students.

Marysville Charter Academy for the Arts plans to spend \$4,367,064 for the 2020-21 school year. Of that amount, \$220,324 is tied to actions/services in the Learning Continuity Plan and \$4,146,740 is not included in the Learning Continuity Plan. The budgeted expenditures that are not included in the Learning Continuity Plan will be used for the following:

The Learning Continuity Plan includes CARES Act funds from Corona Relief Fund (CRF) and State General Fund. Therefore, the General Fund Budget Expenditures not included in the Learning Continuity Plan are all other General Fund costs. These costs pertain to primary staffing of certificated and classified employees, standard curriculum, facilities, and maintenance-related costs. Other goal-related expenditures that were planned during the 2019-20 LCAP that were not planned to be cut are also not included, the plan includes the backfilled dollars and their expenditures.

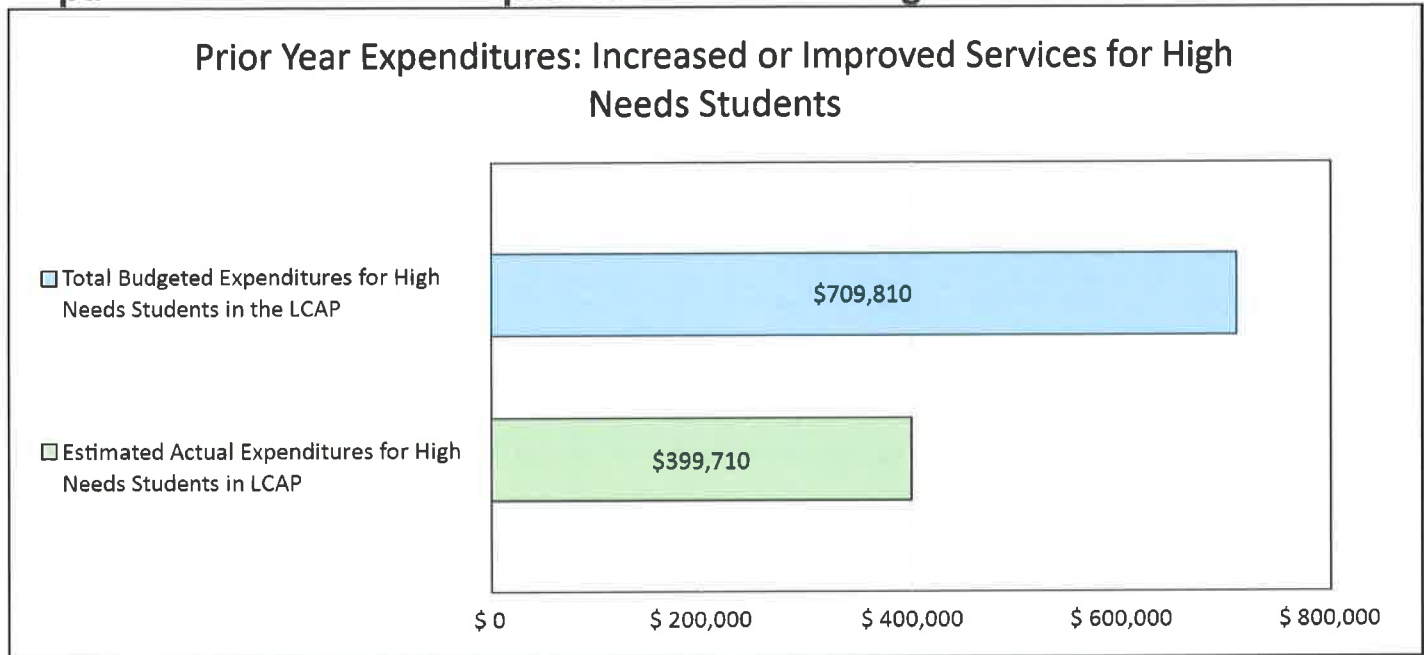
Increased or Improved Services for High Needs Students in the Learning Continuity Plan for the 2020-2021 School Year

In 2020-21, Marysville Charter Academy for the Arts is projecting it will receive \$463,155 based on the enrollment of foster youth, English learner, and low-income students. Marysville Charter Academy for the Arts must describe how it intends to increase or improve services for high needs students in the Learning Continuity Plan. Marysville Charter Academy for the Arts plans to spend \$115,794 towards meeting this requirement, as described in the Learning Continuity Plan.

The amount budgeted to increase or improve services for high needs students in the 2020-21 Learning Continuity Plan is less than the projected revenue of LCFF supplemental and concentration grants for 2020-21 but still meets our 13.79% proportionality requirement to improve services to unduplicated students. MCAA continues to honor the 2019-20 LCAP to meet its requirement to improve services for high needs students. This year, due to COVID, the need to support our unduplicated students becomes greater, as home-based learning becomes more difficult when factors of poverty, trauma, or lack of home English language communication skills are factored in. While we did not choose to label all of our expenditures as contributing, because they were occurring site or district-wide, they are still directed at the improved services of these students.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2019-20



This chart compares what Marysville Charter Academy for the Arts budgeted in the 2019-20 LCAP for actions and services that contributed to increasing or improving services for high needs students with what Marysville Charter Academy for the Arts actually spent on actions and services that contributed to increasing or improving services for high needs students in the 2019-20 school year.

In 2019-20, Marysville Charter Academy for the Arts's LCAP budgeted \$709,810 for planned actions to increase or improve services for high needs students. Marysville Charter Academy for the Arts actually spent \$399,710 for actions to increase or improve services for high needs students in 2019-20.

The shutdown of schools due to COVID 19 in 2019-20 resulted in less actual expenditures than the total budgeted expenditures for planned actions and services to increase or improve services for high needs students. The difference impacted the actions and services towards students as MJUSD and other districts in similar ways, primarily related to additional staffing costs as well as general costs directed towards facilities-based education. The variance between actual expenditures and budgeted expenditures is assigned to transportation services, curricular programs, and additional in-person support service costs.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2020-21/14

RESOLUTION OF THE BOARD OF TRUSTEES OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT: AUTHORIZATION TO ENTER INTO AN ENERGY EFFICIENCY SERVICES AGREEMENT AND FACILITY GROUND LEASE

WHEREAS, Government Code §4217.12 authorizes the District to enter into an Energy Services Agreement and necessarily related facility ground lease on terms that the Board of Trustee's determines are in the best interest of the District pursuant to a regularly scheduled public hearing, duly noticed two weeks in advance of the hearing.

WHEREAS, The Board of Trustees held a public hearing on January 26th, 2021, duly noticed two-weeks prior thereto, and after considering all documentary evidence, studies, reports, oral testimony and presentations that included, but was not limited to, current rates, rate projections for electrical and thermal energy from utilities currently providing thermal electrical energy to the District, information from the Public Utilities Commission and/or the State Resources Conservation and Development Commission and other relevant information, the Board of Trustee's finds as follows:

1. The anticipated cost to the District for thermal, electrical, or other energy or conservation services provided by the proposed energy conservation measures, equipment and facilities set forth in the Energy Services Agreement with Famand, Inc., dba SitelogIQ, Inc., will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that will be consumed by the District in the absence of these agreements.
2. That the difference between the fair rental value for the property subject to a facility ground lease, if any, and the agreed rent, if any, is anticipated to be offset by below-market energy purchases or other benefits provided under the Energy Services Agreement.
3. That funds for repayment of financing are projected to be available from funding that would otherwise have been used for the purchase of electrical, thermal or other energy required by the District in the absence of the energy conservation measures, equipment and facilities.

WHEREAS, This Board of Trustees having evaluated the proposal of Famand, Inc. dba SitelogIQ, Inc. and considered the experience of the contractor, the type of technology employed by the contractor, the cost to the District and other relevant considerations, hereby determines that it is in the best interest of the District to enter into the Energy Services Agreement with Famand, Inc. dba SitelogIQ, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Marysville Joint Unified School District that it is in the best interest of this District to enter into the Energy Services Agreement for the purposes of providing design, construction and operation of the energy conservation facilities at designated District sites.

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BE IT FURTHER RESOLVED, that, subject to staff and legal counsels finalization of, and satisfaction with, the terms and conditions of the Energy Services Agreement, the Superintendent or designee is hereby authorized to execute the Energy Services Agreement on behalf of the District and to execute related Agreements, applications and documents necessary to facilitate construction of the designated energy conservation measures, equipment and facilities in District facilities and on District sites.

PASSED AND ADOPTED this 26th day of January 2021, by the following vote of the Board of Trustees of the Marysville Joint Unified School District:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Alisan Hastey
Clerk - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

Email: bthurbon@thurbonlaw.com

M E M O R A N D U M

TO: Board of Trustees
Gary Cena, Superintendent
Penny Lauseng, Assistant Superintendent of Business Services
Marysville Joint Unified School District

FROM: Robert Thurbon, Legal Counsel
Kingsley Bogard LLP

DATE: January 19, 2021

RE: SitelogIQ Contract – Summary of Material Terms

This Summary of Material Terms is offered to the Board of Trustees to facilitate consideration of the resolution authorizing the District to enter into an Energy Services Agreement with SitelogIQ.

Adoption of the resolution authorizes the Superintendent, or designee, to execute the Energy Services Agreement upon staff and legal counsel's satisfaction with, and completion of, the specific terms and conditions that govern actual administration of the project, to ensure the District's interests are fully protected. The final Energy Services Agreement document and related exhibits are on track for completion and execution on the projected effective date, January 27, 2021.

I will be present on January 26th to answer any questions you might have about the contract document itself or the effect of approval of the authorizing Resolution.

Title: Marysville Joint Unified School District Energy Services Agreement.

Parties: Marysville Joint Unified School District and Famand, Inc., doing business as SitelogIQ, Inc.

Projected Effective Date: January 27th, 2021.

Completion of Construction: March 2022, subject to approved time extensions, if any.



KINGSLEY BOGARD LLP

Board of Trustees
Marysville Joint Unified School District
January 19, 2021
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Price: \$25,985,765.00. The price includes payment of \$104,705.00 per year, inflated 3% percent annually, for ten (10) years of operations and maintenance services. Subject to certain exceptions such as insolvency, mutual agreement, or material breach of the agreement, this 10-year commitment may not be terminated for convenience by either party. The price does not include energy management services, which are billed on an hourly basis at \$95.00 per hour, with the first year's projected estimated hours at 1,000 hours for the first-year annual cost of \$95,000.00. Thereafter, the number of annual hours will be negotiated between the parties based on the District's determined needs. The energy management portion of the contract may be terminated by either party upon 30 days prior written notice.

Payment Schedule: 5% of the total contract price is payable when we issue the notice to proceed with the project, 30% of the total contract price is payable when SitelogIQ orders major equipment, 50% of the contract price is payable in a series of progress payments during the construction phase with the payments being determined based on the percentage of completion during each 30-day billing period. 10% is payable upon substantial completion, and we retain 5% pending final completion and signoff of the entire project.

Performance Guarantees: There are guarantees within the Contract that guarantee specific performance of certain aspects of the project, and that also apply to all aspects of the Contract. There is a Performance Bond and Payment Bond issued by a surety on behalf of SitelogIQ in favor of the District, guaranteeing completion of the construction portion of the project and payment of any claims by subcontractors or material suppliers. We require insurance certificates demonstrating that the Contract's required insurance coverage is in place and names the District, its officers, agents and employees as additional insureds under the insurance policies. Worker's compensation insurance is required by law and required by the Contract. There are workmanship and defective product guarantees ranging from one to ten years depending on the specific portion of the project and the component/part. There is a ninety-five percent energy savings guarantee that requires SitelogIQ to pay the District for any deficiency based on a predetermined rate.

Contract Structure: The Contract is structured into four divisions. Division A is the scope of work previously described to staff and the Board at workshops presented by SitelogIQ. Division B is the "General Conditions" which provides the specific terms and conditions for administering and regulating the actual construction of the project. Division C is the Operation, Maintenance and Production Warranty portion of the contract. The provisions here govern how energy savings are calculated and sets forth SitelogIQ's warranty obligations. The balance of Division C identifies the services provided during the 10-year operation and maintenance period, the cost of those services and sets forth the specific terms that govern delivery of those services. Division D sets forth the services provided under the energy management portion of the contract, the costs of that service and sets forth controlling terms and conditions, among others, the right to terminate those services upon 30 days written notice.



KINGSLEY BOGARD LLP

Board of Trustees
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Phase II Option: The Contract contains an option for Phase II (previously discussed with staff and the Board) in the event the District obtains additional funding, identifies further energy efficiency measures, and reaches agreement with SitelogIQ regarding the specific scope of work, advantages to the District and cost of installation and maintenance. The option is a “District” option, which means the Board in its discretion decides whether to proceed with a Phase II and is not obligated to do so.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2020-21/15

RESOLUTION OF THE BOARD OF TRUSTEES OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT FINDING THE ENERGY EFFICIENCY PROJECT ACTIVITIES ON VARIOUS DISTRICT SITES ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING THE FILING AND RECORDATION OF A NOTICE OF EXEMPTION

WHEREAS, the Marysville Joint Unified School District Board of Trustees (“Board”), in furtherance of its goal to implement energy efficient operations and construct energy savings systems, approved an Energy Services Agreement with Famand, Inc. dba SitelogIQ, Inc. on January 26th, 2021 through Resolution 2020-21/14 to install energy efficiency measures and equipment in various facilities, including photovoltaic systems on the ground and on structures on existing property at various site (“Sites”) pursuant to the terms and conditions of the Energy Services Agreement (“Project”); and

WHEREAS, the Marysville Joint Unified School District is the owner of all district school sites and facilities located within the district’s jurisdictional boundaries, and more specifically, all those sites and facilities that will receive the installation of energy efficiency measures, equipment and facilities as designated in the Energy Services Agreement; and

WHEREAS, the District analyzed the Project in accordance with the requirements of the California Environmental Quality Act as set forth at Public Resources Code section 21000 et seq. (“CEQA”); and

WHEREAS, the Project consists of installation of energy efficiency measures and equipment, including a cogeneration project of 50MW or less in net generating capacity on existing sites and causes negligible or no expansion of the existing use of the sites; and

NOW, THEREFORE, BE IT RESOLVED, that the foregoing recitals are hereby adopted as true and correct; and

BE IT FURTHER RESOLVED AS FOLLOWS:

1. That the Board has reviewed the Project and finds that, pursuant to CEQA Guidelines sections 15301, 15311 and 15329, the Project qualifies for a categorical exemption from further review as a minor alteration of existing facilities; negligible expansion of the existing use of the Site(s); accessory structures and installation of a cogeneration project that is 50MW or less in net generating capacity located at an existing facility.
2. That the Board approves the filing and recordation of a Notice of Exemption with the California State Office of Planning and Research.
3. That this Resolution shall take effect immediately upon passage.

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4. That the Superintendent or designee is authorized to take such actions and execute such agreements and documentation necessary to effect the intent of this Resolution.

PASSED AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, California, on this 26th day of January 2021, at a duly noticed meeting, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Alisan Hastey
Clerk - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2020-21/16

RESOLUTION OF THE BOARD OF TRUSTEES OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE, A LEASE AGREEMENT, A TRUST AGREEMENT, A CERTIFICATE PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE CERTIFICATE WITH RESPECT TO THE EXECUTION AND DELIVERY OF MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT CERTIFICATES OF PARTICIPATION (2021 ENERGY EFFICIENCY PROJECTS), AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH CERTIFICATES EVIDENCING PRINCIPAL IN AN AGGREGATE AMOUNT OF NOT TO EXCEED \$40,000,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, the Marysville Joint Unified School District (the "District") desires to finance the acquisition, installation and equipping of solar, heating, ventilation and air conditioning and lighting systems throughout the District (the "Project"); and

WHEREAS, in order to finance the Project, the District will lease certain real property owned by the District and the improvements thereto, consisting of the Yuba Feather Elementary School, Ella Elementary School, Anna McKenney Intermediate School and Johnson Park Elementary School (collectively, the "Property") to the Marysville Joint Unified School District Financing Corporation (the "Corporation") pursuant to a Ground Lease (such Ground Lease, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Ground Lease"); and

WHEREAS, the District will sublease the Property back from the Corporation pursuant to a Lease Agreement (such Lease Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Lease Agreement"); and

WHEREAS, the District and the Corporation have determined that it would be in the best interests of the District and the Corporation to provide the funds necessary to finance the Project through the execution and delivery, pursuant to a Trust Agreement, by and among The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), the Corporation and the District, of the Marysville Joint Unified School District Certificates of Participation (2021 Energy Efficiency Projects) (the "Certificates"), evidencing direct, fractional undivided interests of the owners thereof in the base rental payments to be made by the District under the Lease Agreement (such Trust Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Trust Agreement"); and

WHEREAS, in connection with the execution and delivery of the Trust Agreement, the Corporation proposes to assign substantially all of its rights in the Ground Lease and Lease Agreement to the Trustee pursuant to an assignment agreement; and

WHEREAS, D.A. Davidson & Co., as underwriter (the "Underwriter"), has submitted to the District a proposal to purchase the Certificates in the form of a Certificate Purchase Agreement (such Certificate Purchase Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Certificate Purchase Agreement"); and

WHEREAS, the Board of Trustees of the District (the "Board of Trustees") has determined that it may be in the best interest of the District to secure the timely payment of the principal and interest evidenced by the Certificates by obtaining an insurance policy with respect thereto and that obtaining a reserve surety for the Certificates in lieu of providing a cash funded reserve therefor could be economically advantageous to the District; and

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12") requires that, in order to be able to purchase or sell the Certificates, the underwriter thereof must have reasonably determined that the District has undertaken in a written agreement or contract for the benefit of the holders of the Certificates to provide disclosure of certain financial information and certain enumerated events on an ongoing basis; and

WHEREAS, in order to cause such requirement to be satisfied, the District desires to enter into a Continuing Disclosure Certificate (such Continuing Disclosure Certificate, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Continuing Disclosure Certificate"); and

WHEREAS, a form of the Preliminary Official Statement (the "Preliminary Official Statement") to be distributed in connection with the public offering of the Certificates has been prepared; and

WHEREAS, there have been prepared and submitted to this meeting forms of:

- (a) the Ground Lease;
- (b) the Lease Agreement;
- (c) the Trust Agreement;
- (d) the Certificate Purchase Agreement;
- (e) the Continuing Disclosure Certificate; and
- (f) the Preliminary Official Statement; and

WHEREAS, Section 42133(a) of the California Education Code (the "Education Code") provides that a school district that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, certificates of participation, unless

the county superintendent of schools determines, pursuant to criteria established by the Superintendent of Public Instruction of the State of California, that the repayment of that indebtedness by the school district is probable; and

WHEREAS, in the fiscal year ended June 30, 2020, and in the fiscal year ending June 30, 2021, the District did not file and does not expect to file a qualified or negative certification and the Yuba County Superintendent of Schools (the "County Superintendent") did not and is not expected to classify the District's certifications for either such fiscal year to be qualified or negative; and

WHEREAS, Section 17150.1(a) of the Education Code provides (a) that no later than 30 days before the approval by the governing board of a school district to proceed with the issuance of certificates of participation, the school district shall notify the county superintendent of schools and the county auditor, and (b) that the superintendent of the school district shall provide information necessary to assess the anticipated effect of the debt issuance, including the repayment schedules for that debt obligation, evidence of the ability of the school district to repay that obligation, and the delivery costs, to the county auditor, the county superintendent of schools, the governing board and the public; and

WHEREAS, in accordance with Education Code Section 17150.1(a), no later than 30 days before the date hereof, the Superintendent of the District caused notice of the proposed execution and delivery of the Certificates to be provided to the County Superintendent and the Yuba County Auditor-Controller (the "County Auditor-Controller"); and

WHEREAS, in accordance with Education Code Section 17150.1(a), the Superintendent of the District caused to be provided information necessary to assess the anticipated effect of the execution and delivery of the Certificates, including the repayment schedules for the base rental payments evidenced by the Certificates, evidence of the ability of the District to repay such base rental payments, and the delivery costs of the Certificates, to the County Auditor-Controller, the County Superintendent, the Board of Trustees and the public; and

WHEREAS, the District has previously adopted a local debt policy (the "Debt Management Policy") that complies with Section 8855(i) of the California Government Code (the "Government Code"), and the execution and delivery of the Certificates as contemplated by this Resolution is in compliance with the Debt Management Policy; and

WHEREAS, the Board of Trustees has obtained from the Underwriter and Isom Advisors, a Division of Urban Futures, Inc., as the District's municipal advisor (the "Municipal Advisor") good faith estimates of (a) the true interest cost of the Certificates, (b) the sum of all fees and charges paid to third parties with respect to the Certificates, (c) the amount of proceeds of the Certificates expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Certificates, and (d) the sum total of all payments evidenced by the Certificates calculated to the final maturity of the Certificates plus the fees and charges paid to third parties not paid with the proceeds of the Certificates, and such estimates are disclosed and set forth in Exhibit A attached hereto; and

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WHEREAS, the District desires to proceed to deliver the Certificates and to authorize the execution of such documents and the performance of such acts as may be necessary or desirable to effect the offering, sale and delivery of the Certificates; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Marysville Joint Unified School District, as follows:

Section 1. The foregoing recitals are true and correct, and the Board of Trustees so finds and determines.

Section 2. The form of the Ground Lease, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved. Each of the President of the Board of Trustees, the Clerk or Secretary of the Board of Trustees, and such other member of the Board of Trustees as the President may designate, the Superintendent of the District, the Assistant Superintendent of Business Services of the District, and such other officer or employee of the District as the Superintendent may designate (the "Authorized Officers") is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name and on behalf of the District, to execute and deliver the Ground Lease in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Ground Lease by such Authorized Officer; provided, however, that the term of the Ground Lease shall not exceed 31 years (provided that such term may be extended as provided therein).

Section 3. The form of the Lease Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name and on behalf of the District, to execute and deliver the Lease Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Lease Agreement by such Authorized Officer; provided, however, that (a) the aggregate amount of the principal components of the base rental payments payable under the Lease Agreement shall not exceed \$40,000,000, (b) the term of the Lease Agreement shall not exceed 31 years (provided that such term may be extended as provided therein), and (c) the true interest cost applicable to the interest components of the base rental payments evidenced by the Certificates shall not exceed 4.11 % per annum.

Section 4. The form of the Trust Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby

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directed, for and in the name and on behalf of the District, to execute and deliver the Trust Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Trust Agreement by such Authorized Officer.

Section 5. The execution and delivery of the Certificates evidencing principal in an aggregate amount not to exceed \$40,000,000, payable in the years and in the amounts, evidencing interest as specified in the Trust Agreement as finally executed, and with such additional or other series designations as may be approved by an Authorized Officer, are hereby authorized and approved.

Section 6. The form of the Certificate Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name and on behalf of the District, to execute and deliver the Certificate Purchase Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Certificate Purchase Agreement by such Authorized Officer; provided, however, that the underwriter's discount for the sale of the Certificates shall not exceed 0.35% of the aggregate amount of principal evidenced by such Certificates.

Section 7. The form of the Continuing Disclosure Certificate, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name and on behalf of the District, to execute and deliver the Continuing Disclosure Certificate in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Certificate by such Authorized Officer.

Section 8. The Preliminary Official Statement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, with such changes, insertions and omissions therein as may be approved by an Authorized Officer, is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of the Certificates is hereby authorized and approved. Each of the Authorized Officers is hereby authorized to certify on behalf of the District that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12). If and to the extent it is necessary to make substantial changes to the Preliminary Official Statement prior to the offering and sale of the Certificates, the use of the Preliminary Official Statement in connection with the offering and sale of the Certificates, and the certification of its finality within the meaning of Rule 15c2-12 by an Authorized Officer, shall follow the distribution to the Board of Trustees of a revised draft of the Preliminary Official Statement with accompanying directions and instructions to members of the Board of Trustees to review the revised Preliminary Official Statement and provide comments to such Authorized Officer.

Section 9. The preparation and delivery of a final Official Statement (the "Official Statement"), and its use in connection with the offering and sale of the Certificates, is hereby authorized and approved. The Official Statement shall be in substantially the form of the Preliminary Official Statement, with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of and on behalf of the District, to execute the final Official Statement and any amendment or supplement thereto.

Section 10. The Authorized Officers are each hereby authorized and directed (a) to apply for municipal bond insurance for the Certificates and to obtain such insurance if the present value cost of such insurance is less than the present value of the estimated savings with respect to interest evidenced by the Certificates resulting from the purchase of such insurance and/or (b) to apply for and obtain a reserve surety or insurance policy to satisfy the reserve requirement with respect to the Certificates if economically advantageous to the District. The Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a contract for such insurance and/or for such reserve surety or policy if such contract is deemed by the Authorized Officer executing the same to be in the best interests of the District, such determination to be conclusively evidenced by such Authorized Officer's execution and delivery of such contract.

Section 11. If upon the review of title reports and other matters relating to the real property consisting of the Yuba Feather Elementary School, Ella Elementary School, Anna McKenney Intermediate School and Johnson Park Elementary School sites, the property is shown to have an encumbrance or attribute that would affect the marketing of the Certificates or cause one or both to fail any applicable rating agency, bond insurer or reserve surety provider criteria for leased assets, the Authorized Officers are each hereby authorized and directed to select one or more alternative District-owned school facility sites and related facilities aggregating a similar total value that do not have any such encumbrance or attribute and/or meet such criteria to constitute the Property to be leased under the Ground Lease and the Lease Agreement.

Section 12. With the passage of this Resolution, the Board of Trustees hereby certifies that the Debt Management Policy complies with Government Code Section 8855(i), and that the Certificates authorized to be executed and delivered pursuant to this Resolution are consistent with such policy, and instructs Orrick, Herrington & Sutcliffe LLP as Special Counsel, on behalf of the District, with respect to the Certificates executed and delivered pursuant to this Resolution, (a) to cause notices of the proposed sale and final sale of the Certificates to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to Government Code Section 8855, and (b) to check, on behalf of the District, the "Yes" box relating to such certifications in the notice of proposed sale filed pursuant to Government Code Section 8855.

Section 13. The officers of the District are, and each of them is, hereby authorized and directed, for and in the name of the District, to do any and all things and to execute and deliver any and all agreements, documents, certificates and instruments referred to herein which they or any of them deem necessary or advisable in order to consummate the transactions contemplated by this Resolution and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, without limitation, obtaining title insurance with respect to the

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Property and entering into an agreement to indemnify and hold the title insurance company harmless with respect to encumbrances recorded against the Property between the last title continuation as set forth in such agreement and the recording of the documents (or notice thereof) herein approved.

Section 14. The Board of Trustees hereby approves the execution and delivery of any and all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the Government Code using DocuSign.

Section 15. All actions heretofore taken by the officers and agents of the District with respect to the transactions set forth above, or in connection with or related to any of the agreements, documents, certificates or instruments referred to herein, are hereby approved, confirmed and ratified.

Section 16. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District on January 26, 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

Randy Rasmussen

President of the Board of Trustees of the
Marysville Joint Unified School District

ATTEST:

Gary Cena

Secretary of the Board of Trustees of the
Marysville Joint Unified School District

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Certificates. Such good faith estimates have been provided to the District by D.A. Davidson & Co., the underwriter of the Certificates (the "Underwriter") and Isom Advisors, a Division of Urban Futures, Inc., the District's municipal advisor (the "Municipal Advisor").

Principal Amount. The Underwriter and the Municipal Advisor have informed the District that, based on the District's financing plan and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the aggregate principal amount of the Certificates to be sold in a public offering is \$32,720,000.00 (the "Estimated Principal Amount").

True Interest Cost of the Certificates. The Underwriter and the Municipal Advisor have informed the District that, assuming that the Estimated Principal Amount of the Certificates is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the true interest cost of the Certificates, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Certificates, is 2.61%.

Finance Charge of the Certificates. The Underwriter and the Municipal Advisor have informed the District that, assuming that the Estimated Principal Amount of the Certificates is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the finance charge for the Certificates, which means the sum of all fees and charges paid to third parties (or costs associated with the Certificates), is \$549,061.76.

Amount of Proceeds to be Received. The Underwriter and the Municipal Advisor have informed the District that, assuming that the Estimated Principal Amount of the Certificates is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the amount of proceeds expected to be received by the District for sale of the Certificates, less the finance charge of the Certificates, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Certificates, is \$36,035,337.95.

Total Payment Amount. The Underwriter and the Municipal Advisor have informed the District that, assuming that the Estimated Principal Amount of the Certificates is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Certificates, plus the estimated finance charge for the Certificates, as described above, not paid with the proceeds of the Certificates, calculated to the final maturity of the Certificates, is \$48,297,000.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Certificates issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates for a variety of reasons, including, without limitation, due to (a) the market

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conditions prevailing on the actual date of the sale of the Certificates being different than the market conditions prevailing at the time of preparation of the estimates contained herein, (b) the actual principal amount of Certificates sold being different from the Estimated Principal Amount, (c) the actual amortization of the Certificates being different than the amortization assumed for purposes of preparing the estimates contained herein, (d) the actual interest rates at which the Certificates are sold being different than those estimated for purposes of preparing the estimates contained herein, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Certificates and the actual principal amount of Certificates sold will be determined by the District based on various factors. The actual interest rates borne by the Certificates will depend on market conditions at the time of sale thereof. The actual amortization of the Certificates will also depend, in part, on market conditions at the time of sale thereof. Market conditions, including, without limitation, interest rates are affected by economic and other factors beyond the control of the District, the Municipal Advisor and the Underwriter. The Board of Trustees has approved the execution and delivery of the Certificates with a maximum true interest cost of 4.11%.

SECRETARY'S CERTIFICATE

I, Gary Cena, Secretary of the Board of Trustees of the Marysville Joint Unified School District, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly conducted on January 26, 2021 in accordance with law, including in accordance with Executive Order N-29-20, signed by the Governor of the State of California on March 17, 2020, and entered in the minutes thereof, of which meeting all of the members of the Board of Trustees had due notice and at which a quorum thereof was acknowledged, and that at said meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of the meeting was posted at least 72 hours before the meeting at 1919 B Street, Marysville, California, a location freely accessible to members of the public, and <http://www.mjUSD.com/Board/Board-Agendas-and-Minutes/index.html>, and a brief general description of said Resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in the District administrative office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2021

Gary Cena

Secretary of the Board of Trustees of the
Marysville Joint Unified School District

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