



Marysville Joint Unified School District
New Course / Textbook (New or Revised)
Approval Protocol

1. Teachers at a site propose new course/textbook idea or identify the need for revisions to an existing course/textbook (content/pacing revision, title change) and discuss with site department chair, counseling department and administration.
2. Department Chair communicates with department chairs at other high schools.
3. Teachers write/revise course outline (using request for new course, course proposal template, signature page, and or textbook approval template). Department members from each school are encouraged to work collaboratively with each other to write/revise course outlines.
4. The completed new/revise forms are reviewed and signed by all high school department chairs during the joint Department chair meeting. If changes are recommended, the suggestions are returned to the originated site for review/revision.
5. Educational Services may ask for revisions and another presentation.
6. Educational Services places proposed courses/textbooks on the District Parent Advisory Committee agenda for review/approval.
 - a. The teacher or department chair requesting new/revise courses/textbooks will need to present to the District Parent Advisory Committee and will be contacted by Educational Services regarding meeting details.
7. Once the District Parent Advisory Committee approves, Educational Services creates the board agenda item and submits to the Superintendent's office for the Board of Trustee meeting. Board approval of new/revise courses/textbooks is required.
8. When course/textbook is approved by the Board, Educational Services sends a copy of the HS School Course details form to technology for AERIES entry.
9. Educational Services sends a copy of the approved course form with the course ID to each high school's administration for inclusion in the course description catalog. The site will collaborate to complete submission process.

MJUSD Request for New Course

(Due no later than November 1st)

Course Type (Select One)	High School
Short Course Title (15 sp)	Ag Mech 4 Fab-P
Long Course Title (30 sp)	Ag Mech 4 Fab & Design-P
Default/Max Credit	5 / 10
CALPADS Course Code (4 digit number) https://docs.google.com/spreadsheets/d/19KlbpTGPx1-PIlPml6Ci52Mz1QjmUED8mOUOtjYQDUw/edit#gid=0	7122
College Prep (Select one)	Yes
Grade Range	7 8 9 10 11 ✓ 12
Term (Select One)	Year
California Scholarship Foundation List (Select One) https://csf-cjsf.org/standardized-csf-course-lists/	
Subject Area 1 (Graduation Requirements)	H- Fine Arts/Foreign Language
Subject Area 2 (Graduation Requirements)	V- Vocational
Subject Area 3 (Graduation Requirements)	Z- Electives
Course Level Type (Select One)	32- General (Pre K - Grade 12)
Department (Select One)	Applied Arts
Alternate Sub Category (If Applicable) https://docs.google.com/spreadsheets/d/1Kv9FikQMaFihTtwK0I-4-eAF_9wvr9Wp65CbGbKPhB8/edit#gid=0	
Content Standards (Select One)	1. Current Standard
UC/CSU Entrance (A-G)	F- Visual and Performing Arts
UC/CSU Entrance- Honors (Select One)	
Educational Services Approval (For Office Use Only)	<i>Amy Stralder</i>
Board Approval (For Office Use Only)	
Course ID Number (Technology assigns after Board approval) (For Office Use Only)	CTAM4P

Proposal for New High School Course

(Offered onsite)

Rationale for the course (include reasons for adding/ changing course):

This course will be the fourth class in our Ag Mechanics program for students that want to continue building their skills in advanced fabrication and design once they have completed the three year Ag Mechanics Pathway.

Course description (include graduation or CSU/UC "A-G" requirement fulfillment):

See attached UCOP submission

Course goals (3-5 broad educational goals):

California State Standards: (if not applicable, explain i.e. appropriate CTE standards):

Instructional resources (textbooks-include publisher/year/edition, supplemental materials, technology, etc.
Core textbook: Supplemental resources):

Is a new textbook required? ☒ Yes ☐ No

(If yes, complete the textbook/instructional materials approval form.)

https://drive.google.com/open?id=1iXVbidiRsjA2BlhvpToYsYi_MncGUQN0a

☒ Form submitted with proposal.

☐ Form will be submitted independently.

UC A-G Application Submitted? ☒ Yes ☐ No

If no, when will the application be submitted? (Date) _____


Signature Page required

Signature Page

Submitted by: Amy Eggleston Site: Marysville High School


Approved by:

New and revised courses require site principal and department agreement that the requested course is not currently described in AERIES under a different course ID and/or title.

Lindhurst High School Department Chair:  Date: 4/30/2021
DocuSigned by: meaghan ALVAREZ 685464A4B7E64E9...

Lindhurst High School Principal:  Date: 4/30/2021
DocuSigned by: Bob Eckardt 3857CFF9287B497...

Marysville High School Department Chair:  Date: 4/29/2021
DocuSigned by: DONALD VOLTE 0D8385C98EAA46F...

Marysville High School Principal:  Date: 4/29/2021
DocuSigned by: Sheranna Matthews 4F11B901FF2E407...




Reviewed by:

- ☒ Marysville Charter Academy Principal
- ☒ South Lindhurst High School Principal
- ☒ Community Day School Principal
- ☐ District Parent Advisory Committee

By Phone

☐
☐
☐

By Email

In Person

☐
☐
☐
Date: 4/30/2021Date: 5/3/2021Date: 5/3/2021

In Person

Date: _____

☐ District School Board Approval

Date: _____

Ag Mech 4 Fab & Design-P

Marysville High School (051925)

Submitted: Apr 29, 2021

Decision: Pending

 Pending UC
review

Basic Course Information

Title:	Ag Mech 4 Fab & Design-P
Transcript abbreviations:	Ag Mech 4 Fab-P / CTAM4P
Length of course:	Full Year
Subject area:	Visual & Performing Arts (F) / Interdisciplinary Arts
UC honors designation?	No
Prerequisites:	Ag Mechanics 1-P (Required) Ag Mechanics 2 Welding-P (Required) Ag Mechanics 3 Welding-P (Required)
Co-requisites:	None
Integrated (Academics / CTE)?	Yes: Agricultural Mechanics
Grade levels:	12th
Course learning environment:	Classroom Based

Course Description

Course overview:

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This is a computer-based engineering graphics course that introduces students to graphical design and problem solving using freehand sketching and a solid modeling application. It is a modern Design and Build classroom. Topics include sketching and modeling using extrudes, sweeps, and lofts. Additional topics include assemblies development and detail drawing output. Design and Building to specific and non specific Artistic requirements using Computer Numeric controlled machines, lasers, 3d printing, and a welding shop. Graphics standards including American National Standards Institute (ANSI) Y14.5 and international standards application will be introduced and practiced.

Objectives:

Upon successful completion of this course, the student will be able to:

1. Describe the role of technical graphics in the engineering design
2. Set up a solid modeling application to develop parts, assemblies and output
3. Create orthographic and pictorial sketches of mechanical parts and objects using freehand sketching techniques.
4. Create parts with extrudes, sweeps and loft attributes using a solid modeling
5. Manipulate and combine parts to produce assemblies from modeled parts using a solid modeling
6. Create drawings from parts and assemblies including three view orthographic projection, isometric and exploded pictorial projection using a solids modeling
7. Apply relevant areas of graphics standards to document attributes of parts, assemblies and associated drawings
8. Create artistic signing using Adobe Illustrator
9. Create welded and sculpted designs using 3d-modeling, Laser Machines, CNC machining, and Fabricated parts
10. Safety and tooling is taught in every unit

Course content:

Unit 1 Technical Graphics Applications

1. Learn, perform and demonstrate SolidWorks procedures

Learning Activities

1. Participate in a demonstration of SolidWorks application procedures.
2. Perform SolidWorks program/file manipulation.
3. Appreciate the history of Engineering Graphics.
4. Grasp of the Cartesian Coordinate System.
5. Understand Geometric entities.
6. Comprehend Free Hand Sketches.
7. Recognize the Alphabet of Lines and Precedence of Line Types.
8. Be familiar with Orthographic Projection using the glass box method.

Unit Assignment(s):

Lab: Active Learning exercise - Using the Interface

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Exercise 1 - Starting and Exiting the Program

Exercise 2 - Searching for a File or Folder

Exercise 3 - Opening an Existing File

Exercise 4 - Saving and Copying a File

Exercise 5 - Resizing Windows and SolidWorks Windows

Exercise 6 - Toolbars and Mouse Buttons

Exercise 7 - Context-sensitive Shortcut Menus and Getting Online Help.

Exercise 8 - Create a simple drawing and expand it using the glass box method.

Assessment Activities

1. Complete and print a sample new file using Solid Works.
2. List and use Solid Works shortcut menu
3. Use and present Getting Online Help with a particular question.
4. Complete individual or group presentation using various media on Getting Started with Solid Works.
5. Successfully Identify the six principal views using the glass box method.

Unit 2: The SolidWorks Model, Parts, Assemblies and Drawings, Describing the Base Feature, More to Explore and Modifying a Part.

2. Learn, perform, and demonstrate beginning or basic SolidWorks 2d sketch.

Learning Activities

1. Participate in a demonstration of SolidWorks document/sketch .
2. Create, sketch, and modify a 2d figure.

Unit Assignment(s):

Lab: Active Learning Exercise - Creating a Basic Part

Exercise 1 - Creating a New Part Document

Exercise 2 - Overview of the SolidWorks Window

Exercise 3 - Sketch a Rectangle

Exercise 4 - Adding Dimensions and Changing the Dimension Values

Exercise 5 - Extrude the Base Feature

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Exercise 6 - View Display and Saving the Part

Exercise 7 - Round the Corners of the Part (Fillet)

Exercise 8 - Hollow out the Part (Shell)

Exercise 9 - Extruded Cut Feature

Exercise 10 - Open a Sketch, Sketch the Circle and Dimension the Circle

Exercise 11 - Extrude the Sketch and Rotate the View.

Assessment Activities

1. Create a new 2D sketch/model.
2. Modify and change dimension values of the sketch.
3. Further explore and modify parts of the sketch.
4. Complete individual or group presentation using various media on the Solid Works Model.
5. Successfully modify the rectangle stated in the exercises above

Unit 3: Base Features, Modeling More Parts.

3. Create, convert, modify, and calculate material and base feature.

Learning Activities

1. Convert dimensions of a part .
2. Calculate and modify the part.
3. Calculate modification, material volume and base feature.

Unit Assignment(s):

Lab : Active Learning Exercise- Create and Modifying a Part

Exercise 1 - Converting Dimensions

Exercise 2 - Calculating the Modification

Exercise 3 - Modifying the Part

Exercise 4 - Calculating Material volume

Exercise 5 - Calculating the volume of the Base Feature.

Assessment Activities

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1. Create a new SolidWorks part.
2. Show and demonstrate conversion of the part dimensions.
3. Show and demonstrate calculation of material volume and base feature.
4. Complete individual or group presentation using various media on Conversions, Dimensions, and Base Feature.
5. Successfully complete/modify part listed above in exercises.

Unit 4: 3D Model Documents, Features and Assembly Basics.

4. Create a 3D document using basic features and assembly basics.

Learning Activities

1. Participate in a demonstration of creating and developing a model 3D document and assembly.
2. Perform the lab activities as listed.

Unit Assignment(s):

Lab: Active Learning Exercise - Creating an Assembly

Exercise 1 - Modifying Feature Size

Exercise 2 - Designing a Fastener

Exercise 3 - Creating an Assembly

Exercise 4 - Component Patterns

Exercise 5 - Size, Fit and Function

Exercise 6 - The Hole Wizard and Fastener Selection.

Assessment Activities

1. Create a new 3D model with basic assembly features.
2. Complete individual or group presentation using various media on their own 3D Model.
3. Successfully create a simple assembly.

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Unit 5: Toolbox Basics, Adding and Modifying Toolbox Parts.

5. Use the Toolbox and Toolbox parts to enhance model.

Learning Activities

1. Participate in a demonstration of using the Toolbox basic and parts.
2. Perform the lab activities as listed.

Unit Assignment(s):

Lab: Active Learning Exercise - Adding Toolbox Parts

Exercise 1 - Open Toolbox Browser, In the Design Library Task Pane

Exercise 2 - Selecting Appropriate Hardware

Exercise 3 - Placing Hardware

Exercise 4 - Specifying the Properties of the Toolbox Part

Exercise 5 - Placing Washers and Screws

Exercise 6 - Thread Display

Exercise 7 - Modifying Toolbox Parts.

Assessment Activities

1. Perform and demonstrate the use of the Toolbox and modification of Toolbox parts.
2. Complete individual or group presentation using various media on using the Toolbox and adding Toolbox parts.
3. Successfully create a part using the toolbox above to model for Ag Mechanics.

Unit 6: Drawing Basics, Concepts, Layout and Creating Detailed Drawings of Parts and Assemblies, Engineering Drawings, General Drawing Rules, Views, Dimensions

6. Create a basic drawing and an engineering drawing following basic format and procedures.

Learning Activities

1. Participate in a demonstration of basic and engineering drawings.
2. Perform the lab activities as listed.

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Unit Assignment(s):

ab: Active Learning Exercise - Creating Drawings

Exercise 1 - Create a Drawing Template

Exercise 2 - Add a Sheet to an Existing Drawing

Exercise 3 - Add a Sheet to an Existing Assembly Drawing

Exercise 4 - Creating a Parametric Note.

Assessment Activities

1. Perform and demonstrate the steps in creating a basic and an engineering drawing.
2. Complete individual or group presentation using various media on using the Toolbox and adding Toolbox parts.
3. Successfully create a drawing from an existing assembly with all proper faces using the glass box method.

Unit 7: Drawings, Isometric views, Three standard views, Dimensions

7. Create, explore, and email Drawings.

Learning Activities

1. Participate in a demonstration of Drawings
2. Explain, differentiate and demonstrate understanding of isometric views, standard views, dimensions.
3. Perform the lab activities as listed.

Unit Assignment(s):

Lab: Active Learning Exercise - Creating an Drawing

Exercise 1 - Creating an Drawing

Exercise 2 - Exploring Drawings

Exercise 3 - Saving Drawings to external flashdrive

Assessment Activities

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1. Write an essay explaining, differentiating, and illustrating isometric views, standard views, dimensions and their differences.
2. Complete individual or group presentation using various media on using the Toolbox and adding Toolbox parts.
3. Perform the lab activities as listed.
4. Successfully export a saved Drawing that shows proper understanding of all key views in relation to glass box view.

Unit 8: Families of Parts, Design Tables

8. Learn the families and parts of a design table; create own design table.

Learning Activities

1. Participate in a demonstration of a design table.
2. Create a design table using the parts and families of a design table.
3. Perform the lab activities as listed.

Unit Assignment(s):

Lab: Active Learning Exercise - Creating a Design Table

Exercise 1 - Creating a Design Table

Exercise 2 - Configurations

Exercise 3 - Assemblies

Exercise 4 - Excel Spreadsheet Families of Parts.

Assessment Activities

1. Write an essay explaining how a design table is created and its importance in engineering design.
2. Complete individual or group presentation using various media on creating a design table.
3. Perform the lab activities as listed.
4. Successfully create a design table with all proper parts.

Unit 9: Revolved, Swept and Loft Features.

9. Learn and demonstrate understanding of Revolved, Swept and Loft Features.

Learning Activities

1. Participate in a demonstration of Revolved, Swept and Loft Features.
2. From the design table created or a new one, sketch and create a sweep path, use the revolve features and create a loft path and direction using one or more loft types ..
3. Perform the lab activities as listed.

Unit Assignment(s):

Assessment Activities

1. Write an essay explaining how to enhance a design table using the Revolved, Swept and Loft Features
2. Complete individual or group presentation using various media on creating a design table.
3. Perform the lab activities as listed.
4. Complete learning journal.

Lab: Active Learning Exercise - Creating Revolve, Sweep and Loft Features

Exercise 1 - Revolve Feature

Exercise 2 - Create an Assembly

Exercise 3 - Create a Design Table

Exercise 4 - Sketch a Sweep Section

Exercise 5 - Create the Sweep Path

Exercise 6 - Loft Section

Exercise 7 - Loft Path and Direction

Exercise 8 - Different loft Types.

Assessment Activities

1. Write an essay explaining how to enhance a design table using the Revolved, Swept and Loft Features
2. Complete individual or group presentation using various media on creating a design table.
3. Perform the lab activities as listed.

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4. Successfully create a new part using the above exercises.

Unit 10: Review progress and difficulties, applications, visualization; What you need to know to pass the Certified SolidWorks Associate exam.

10. Create and develop a complete SolidWorks project incorporating all the concepts, steps, and procedures learned in this course.

Learning Activities

1. Use learning journal to complete a SolidWorks project incorporating all the concepts, steps, and procedures learned in this course.
2. Work individually or in groups to evaluate project by section.

Unit Assignment(s):

Lab: All exercises are due by the end of this Unit. Study and practice for Credit By Examination for Butte Colleges Drafting 12

Exercise 1 - Drafting 12 practice exam # 1

Exercise 2 - Drafting 12 exam #1

Assessment Activities

1. Write an essay explaining how to enhance a design table using the Revolved, Swept and Loft Features
2. Complete individual or group presentation using various media on creating a design table.
3. Perform the lab activities as listed.

Furthermore, all project-based assignments will be based on the competency and performance objectives as previously identified.

Unit 11 Using Adobe Illustrator

11. Create and develop a series of silhouettes of city or country settings that are relevant in the modern era.

Learning Activities

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1. Use technical skills developed in this unit to design and build a series of sketches.
2. Work individually to develop a report to describe your concept of your artwork. This should include your inspiration from which cultural art form you chose to draw from along with a description of the artistic techniques you utilized in this process.
3. Evaluate as a group the produced art work as manufactured on the CNC machine

Unit Assignment(s):

Assessment Activities- Students will complete all assignments during the Unit

1. Students will develop a series of Silhouettes on Adobe Illustrator
2. Write a report that describes the concept and where your inspiration for this cultural art piece came from.
3. Students will complete a report that describes the details of their techniques utilized in this specific process
4. In small groups evaluate the classes projects using a rubric to identify the artistic process and different disciplines utilized
5. You will individually build, mold, and sculp the final project

12. Finishing techniques

12. Using various techniques to finish our Steel products produced on the laser with Correll Draw and with the Steel products using Adobe Illustrator.

Learning Activities

1. Using Acids and Bases to discolor metal use the color wheel to define a mood
2. Using Paints and Primers to work shading techniques and processes

Unit Assignment(s):

Assessment Activities-

1. Produce 3 antiqued finished metal wall hangings
2. Describe in a written paper your interpretation of these pieces. Interpret these refined techniques and your theory for using these specific processes
3. Produce 3 painted Laser projects
4. Describe to your group the advantages and disadvantages of these technologies. As a group analyze the concepts utilized and develop a report to share with the class

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13. Garden Art Project

Recycled or Found Object Sculpture - "Recycled, Repurposed and Reimagined"

Unit Assignment(s):

The focus of this unit of study is using recycled materials to create three-dimensional art. Students will create three-dimensional recycled art as welded structures or objects from recycled and found objects. Students will utilize the elements of art and principles of design while creating their art pieces

Key Assignment - Recycled Art Structures or Objects. Students create a 3-D structure, mosaic, pots, etc. using recyclable materials or another object based on an established theme. Examples are welded objects, wind chimes, broken pots, garden stakes, and floral hangers and structures.

Course Materials

Textbooks

Title	Author	Publisher	Edition	Website	Primary
Engineering Graphics with SolidWorks 2013	David C. Planchard, CSWP	SDC Publications	2021	[empty]	Yes
The Visual Experience	Jack Hobbs, Richard Salome, and Ken Veith	Davis Publications, Inc., Worcester, Mass.	2005	https://www.davisart.com/Products/CategoryCenter/GP-121416/The-Visual-Experience.aspx	No
Welding Skills	BJ.. Moniz	American Technical Publishers	5th edition/2015	[empty] 16	No

Additional Information

Course Author:

Donald Voltz
Teacher
voltz@mjud.com
07416180 ext.

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the University of
California

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Marysville Joint Unified School District High School Textbook/Instructional Materials Adoption

☒ Primary textbook/materials
 ☐ Supplemental textbooks/materials
 (Intervention and acceleration materials exempt)
 ☐ Updated Version
 (Previously Board approved)
 ☐ Novel

For use beginning with the semester of: ☒ Fall ☐ Spring Year: 2021-22

Textbook(s)/Material(s) Title: Engineering Graphics with Solidworks 2021

Author(s): David C. Planchard, CSWP

Publisher: SDC Publications Copyright: 2021

ISBN: ISBN: 978-1-63057-407-9 Hard Copy Cost: \$82

Site Funding Source: _____ Digital Cost: _____

Grades: 12th Grade Projected # of Books: 20

Course Title(s): Ag Mech 4 Fab & Design-P Course ID(s): CTAM4P

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

☐ Yes: _____ ☒ No

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

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

☒ Meets the legal compliance requirements of 60040-60048 and 60052

https://leginfo.ca.gov/pub/06_07/codes_displayText.html?lawCode=EDC&division=4&title=2&part=33&chapter=1&article=3

☒ Meets the intent of board policy and administrative regulation 6161.1

Submitted by: Amy Eggleston Site: Marysville High School

Approved by:

Lindhurst High School Department Chair: _____ Date: 4/30/2021

Lindhurst High School Principal: _____ Date: 4/30/2021

Marysville High School Department Chair: _____ Date: 4/29/2021

Marysville High School Principal: _____ Date: 4/29/2021

Reviewed by:

	By Phone	By Email DS	In Person	Date:
<input checked="" type="checkbox"/> Marysville Charter Academy Principal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>4/29/2021 4/30/2021</u>
<input checked="" type="checkbox"/> South Lindhurst High School Principal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>4/29/2021 5/3/2021</u>
<input checked="" type="checkbox"/> Community Day School Principal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>4/29/2021 5/3/2021</u>
<input type="checkbox"/> District Parent Advisory Committee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Date: _____

☐ District School Board Approval Date: _____



ADDENDUM A Terms of Teleservices Assignment

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

ProCare Therapy will contract with VocoVision for the provisions of telepractice services to Client. Client will pay ProCare Therapy for the hours worked by Telepractitioner under the following terms:

Telepractitioner:	Lauren Avery		
Client:	Marysville Joint Unified School District		
Assignment Start Date:	1/14/2021	Assignment End Date:	6/30/2021
Position:	Tele-SLP		
Hours per Week:	37.50		
Bill Rate per Hour	\$ 94.00	<i>Bill Rate is all-inclusive*</i>	
Technology Fee:	\$ N/A		

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

Miscellaneous:

** Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.*

Marysville Joint Unified School District

PROCARE THERAPY, LLC

DocuSigned by:

Penny Lauseng

1/8/2021

EE01DA5AD4034A8

Client Representative Signature

Date

Penny Lauseng

Print Name

Assistant Superintendent, Business Services

Title

DocuSigned by:

Asma Javed

1/7/2021

ProCare Therapy Signature

Date

Asma Javed

Print Name

Account Executive

Title

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Business Services Department

Approval: *Y. K.*

Date: *5-13-21*



ADDENDUM B Teleservices Provisions


Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
- (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
- (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
- (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder, and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
- (e) Client agrees to provide appropriate local support to facilitate remote telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

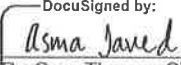
Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment, and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

Marysville Joint Unified School District

DocuSigned by:

 Client Representative Signature
 Penny Lauseng
 Print Name
 Assistant Superintendent, Business Services
 Title
 Date
 1/8/2021

PROCARE THERAPY, LLC

DocuSigned by:

 ProCare Therapy Signature
 Asma Javed
 Print Name
 Account Executive
 Title
 Date
 1/7/2021




ADDENDUM C Duties and Responsibilities

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services, and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

Marysville Joint Unified School District

DocuSigned by:

 EE01DACA4D34AB
 Client Representative Signature Date
 Penny Lauseng
 Print Name
 Assistant Superintendent, Business Services
 Title

PROCARE THERAPY, LLC

DocuSigned by:

 285B273E6A75
 ProCare Therapy Signature Date
 Asma Javed
 Print Name
 Account Executive
 Title



ADDENDUM D
VocoVision Equipment Policies

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Please initial 

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

Please initial 



ADDENDUM A Terms of Teleservices Assignment

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

ProCare Therapy will contract with VocoVision for the provisions of telepractice services to Client. Client will pay ProCare Therapy for the hours worked by Telepractitioner under the following terms:

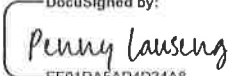
Telepractitioner:	Megan Schmidt		
Client:	Marysville Joint Unified School District		
Assignment Start Date:	03/22/2021	Assignment End Date:	06/30/2021
Position:	Tele - SLP		
Hours per Week:	25.00		
Bill Rate per Hour	\$ 94.00	<i>Bill Rate is all-inclusive*</i>	
Technology Fee:	\$ N/A		

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

Miscellaneous: Not Applicable

** Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.*

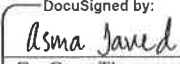
Marysville Joint Unified School District

DocuSigned by:

 FEB1DA5AD4D34A8
 Client Representative Signature _____ Date 3/12/2021
 Penny Lauseng

 Print Name
 Assistant Superintendent, Business Services

 Title


PROCARE THERAPY, LLC

DocuSigned by:

 ProCare Therapy Signature _____ Date 3/12/2021
 Asma Javed

 Print Name
 Account Executive

 Title

23

Business Services Department
 Approval: 
 Date: 5-13-21



ADDENDUM B Teleservices Provisions

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
- (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
- (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
- (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder, and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
- (e) Client agrees to provide appropriate local support to facilitate remote telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment, and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

Marysville Joint Unified School District

PROCARE THERAPY, LLC

Client Representative Signature

Date

Print Name

Title

DocuSigned by:

Asma Javed

3/12/2021

ProCare Therapy Signature

Date

Asma Javed

Print Name

Account Executive

Title



ADDENDUM C Duties and Responsibilities

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services, and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

Marysville Joint Unified School District

PROCARE THERAPY, LLC

<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="display: flex; justify-content: space-between; font-size: small;"> Client Representative Signature Date </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="font-size: small;">Print Name</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="font-size: small;">Title</div>	<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="display: flex; justify-content: space-between; font-size: small;"> Procure Therapy Signature Date </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="font-size: small;">Print Name</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="font-size: small;">Account Executive</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="font-size: small;">Title</div>
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DocuSigned by:

Asma Javed

3/12/2021



ADDENDUM D
VocoVision Equipment Policies

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Please initial

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

Please initial



ADDENDUM A Terms of Teleservices Assignment

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

ProCare Therapy will contract with VocoVision for the provisions of telepractice services to Client. Client will pay ProCare Therapy for the hours worked by Telepractitioner under the following terms:

Telepractitioner:	Antoinette Thompson		
Client:	Marysville Joint Unified School District		
Assignment Start Date:	01/25/2021	Assignment End Date:	06/30/2021
Position:	Tele-SLP		
Hours per Week:	37.50		
Bill Rate per Hour	\$ 94.00	<i>Bill Rate is all-inclusive*</i>	
Technology Fee:	\$ N/A		


One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

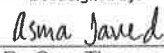
Miscellaneous: N/A

** Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.*


Marysville Joint Unified School District

PROCARE THERAPY, LLC

DocuSigned by:

 Penny Lauseng
 Client Representative Signature
 1/19/2021
 Date
 Penny Lauseng
 Print Name
 Assistant Superintendent, Business Services
 Title

DocuSigned by:

 Asma Javed
 ProCare Therapy Signature
 1/18/2021
 Date
 Asma Javed
 Print Name
 Account Executive
 Title

27

Business Services Department
 Approval: 
 Date: 5-13-21



ADDENDUM B Teleservices Provisions

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
- (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
- (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
- (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder, and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
- (e) Client agrees to provide appropriate local support to facilitate remote telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment, and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

Marysville Joint Unified School District

DocuSigned by:

Penny Lauseng

1/19/2021

EE01DA5AD4D34AB

Client Representative Signature

Date

Penny Lauseng

Print Name

Assistant Superintendent, Business Services

Title

PROCARE THERAPY, LLC

DocuSigned by:

Asma Javed

1/18/2021

ProCare Therapy Signature

Date

Asma Javed

Print Name

Account Executive

Title



ADDENDUM C Duties and Responsibilities

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services, and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

Marysville Joint Unified School District

DocuSigned by:

Penny Lauseng

1/19/2021

EE01DA5AD4D34A8

Client Representative Signature

Date

Penny Lauseng

Print Name

Assistant Superintendent, Business Services

Title

PROCARE THERAPY, LLC

DocuSigned by:

Asma Javed

1/18/2021

Procure Therapy Signature

Date

Asma Javed

Print Name

Account Executive

Title



ADDENDUM D
VocoVision Equipment Policies

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Please initial

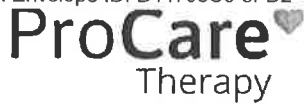
DS
PL

Packaging

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Please initial

DS
PL



ADDENDUM A Terms of Teleservices Assignment

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

ProCare Therapy will contract with VocoVision for the provisions of telepractice services to Client. Client will pay ProCare Therapy for the hours worked by Telepractitioner under the following terms:

Telepractitioner:	Nancy Smith		
Client:	Marysville Joint Unified School District		
Assignment Start Date:	03/11/2021	Assignment End Date:	06/30/2021
Position:	Tele -SLP		
Hours per Week:	20.0		
Bill Rate per Hour	\$ 94.00	<i>Bill Rate is all-inclusive*</i>	
Technology Fee:	\$ N/A		

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

Miscellaneous: Not Applicable

** Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.*

Marysville Joint Unified School District

PROCARE THERAPY, LLC

DocuSigned by:

Penny Lauseng

3/12/2021

Client Representative Signature

Date

Penny Lauseng

Print Name

Assistant Superintendent, Business Services

Title

DocuSigned by:

Asma Javed

3/10/2021

ProCare Therapy Signature

Date

Asma Javed

Print Name

Account Executive

Title

31

Business Services Department

Approval: *PL*

Date: *5-13-21*



ADDENDUM B Teleservices Provisions

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
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Marysville Joint Unified School District

PROCARE THERAPY, LLC

Client Representative Signature

Date

Print Name

Title

DocuSigned by:

Asma Javed

3/10/2021

ProCare Therapy Signature

Date

Asma Javed

Print Name

Account Executive

Title



ADDENDUM C Duties and Responsibilities

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
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- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

Marysville Joint Unified School District

PROCARE THERAPY, LLC

<div>DocuSigned by:</div> <div><i>Asma Javed</i></div> <div>3/10/2021</div>			
Client Representative Signature	Date	ProCare Therapy Signature	Date
<div>Print Name</div>		<div>Asma Javed</div> <div>Print Name</div>	
<div>Title</div>		<div>Account Executive</div> <div>Title</div>	



ADDENDUM D
VocoVision Equipment Policies

VocoVision Damaged Equipment Policy

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Please initial

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Please initial

34

Includes Purchase Orders dated 04/01/2021 - 05/01/2021

Board Meeting Date May 25, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P21-03901	OFFICE DEPOT B.S.D.	I.S. Supplies	01-4300-1100	212.65
P21-03908	AMAZON.COM	Indy Sty Supplies	01-4300-1100	393.91
P21-03959	TROXELL COMMUNICATIONS INC	42 unit Chromebook Carts	01-4410-1100	6,830.58
P21-03964	OFFICE DEPOT B.S.D.	Indy sty supplies	01-4300-1100	104.05
P21-04447	AMAZON.COM	MISP Graduation	01-4300-1100	1,234.85
Total Location				8,776.04
Location Accounting (104A)				
P21-04034	AMAZON.COM	Laptop Covers and Stands	01-4300-0000	439.85
P21-04360	OFFICE DEPOT B.S.D.	supplies	01-4300-0000	80.98
Total Location				520.83
Location After School Program (107)				
P21-03883	CDW-G COMPUTER CENTER	E-Sports Stations	01-4410-6010	114,665.86
P21-03886	AMAZON.COM	LINDA ELEMENTARY STARS	01-4300-6010	433.54
P21-03894	Budget Saver Books	STARS Loma Rica	01-4300-6010	4,600.71
P21-03896	PERMA BOUND	Loma Rica STARS	01-4300-6010	8,002.89
P21-03897	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Edgewater STARS	01-4300-6010	203.26
P21-03900	AMAZON.COM	Yuba Gardens ASES	01-4300-6010	1,717.52
P21-03902	AMAZON.COM	Arboga Elementary STARS	01-4300-6010	786.04
P21-03903	AMAZON.COM	Arboga Elementary STARS	01-4300-6010	326.26
P21-03904	AMAZON.COM	Loma Rica Elementary STARS	01-4300-6010	574.39
P21-03905	AMAZON.COM	Loma Rica Elementary STARS	01-4300-6010	113.50
P21-03907	AMAZON.COM	Cordua Elementary STARS	01-4300-6010	989.38
P21-03909	AMAZON.COM	Kynoch Elementary STARS	01-4300-6010	504.42
P21-04055	AMAZON.COM	Loma Rica Elementary STARS	01-4300-6010	189.09
P21-04069	AMAZON.COM	Loma Rica Elementary STARS	01-4300-6010	780.83
P21-04070	AMAZON.COM	Loma Rica Elementary STARS	01-4300-6010	1,209.99
P21-04071	AMAZON.COM	Kynoch Elementary STARS	01-4300-6010	276.19
P21-04072	AMAZON.COM	Arboga Elementary STARS	01-4300-6010	216.73
P21-04073	AMAZON.COM	Egewater STARS	01-4300-6010	780.64
P21-04074	AMAZON.COM	Loma Rica Elementary STARS	01-4300-6010	321.80

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

001 - Marysville Joint Unified School District

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Page 1 of 30

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ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 04/01/2021 - 05/01/2021

Board Meeting Date May 25, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location After School Program (107) (continued)				
P21-04075	AMAZON.COM	Cedar Lane STARS	01-4300-6010	229.99
P21-04077	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Arboga STARS	01-4300-6010	565.04
P21-04078	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Cedar Lane STARS	01-4300-6010	86.58
P21-04079	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Ella STARS	01-4300-6010	1,501.33
P21-04080	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud STARS	01-4300-6010	799.95
P21-04081	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Edgewater STARS	01-4300-6010	86.58
P21-04082	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Loma Rica STARS	01-4300-6010	713.37
P21-04094	GOPHER SPORT	Covillaud STARS	01-4300-6010	253.31
P21-04095	GOPHER SPORT	Yuba Feather STARS	01-4300-6010	756.67
P21-04107	AMAZON.COM	Covillaud STARS	01-4300-6010	718.88
P21-04108	AMAZON.COM	Johnson Park STARS	01-4300-6010	793.04
P21-04109	AMAZON.COM	Ella STARS	01-4300-6010	891.55
P21-04111	AMAZON.COM	Covillaud STARS	01-4300-6010	381.16
P21-04211	AMAZON.COM	Dobbins Elementary STARS	01-4300-6010	1,642.61
P21-04212	AMAZON.COM	Dobbins STARS	01-4300-6010	638.71
P21-04213	AMAZON.COM	Yuba Gardens ASES	01-4300-6010	173.85
P21-04214	AMAZON.COM	Yuba Feather STARS	01-4300-6010	1,575.25
P21-04215	AMAZON.COM	Dobbins STARS	01-4300-6010	465.36
P21-04216	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Yuba Gardens ASES	01-4300-6010	322.59
P21-04217	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Yuba Feather STARS	01-4300-6010	1,122.53
P21-04218	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Dobbins STARS	01-4300-6010	713.37
P21-04219	GOPHER SPORT	Dobbins STARS	01-4300-6010	810.68
P21-04224	KING CLOTHING ATTN: ZAK KING	STARS Apparel	01-4300-6010	3,440.79
Total Location				155,376.23
Location Arboga Elementary (01)				
P21-03802	OFFICE DEPOT B.S.D.	Classroom Supplies/XIONG Rm 9	01-4300-1100	176.12
P21-03808	AMAZON.COM	Pens and Book	01-4300-1100	40.53
P21-03812	AMAZON.COM	Classroom Supplies/LAGORIO Rm 21	01-4300-0003	129.43
P21-03863	AMAZON.COM	Classroom Supplies/PRESTON/iPad Cases	01-4300-0003	531.40
P21-03965	CDW-G COMPUTER CENTER	Student PCs	01-4410-3010	3,290.80

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Arboga Elementary (01) (continued)				
P21-03966	CDW-G COMPUTER CENTER	Student PCs	01-4410-0003	2,468.10
P21-03967	TROXELL COMMUNICATIONS, INC.	Projector and Mount	01-4410-3010	1,212.40
P21-03968	SITSPOTS	Classroom Supplies/WISEMAN/MUSIC	01-4300-0004	106.36
P21-03969	WOODWIND AND BRASSWIND	Classroom Supplies/WISEMAN/MUSIC	01-4300-0004	316.00
P21-03975	Heggerty Phonemic Awareness	Classroom Supplies/2nd Gr	01-4300-0003	488.19
P21-03993	APPLE COMPUTER INC	Apple Accessories	01-4300-3010	192.69
P21-04015	OLIVER WORLDCLASS LABS	Smartboard (refresh program)	01-4410-0003	1,534.76
P21-04166	AMAZON.COM	Classroom Supplies/Seat Sacks/WARNER Rm 13	01-4300-0003	207.76
P21-04281	AMAZON.COM	Classroom Supplies/DUARTE Rm 12	01-4300-0003	12.76
P21-04308	AMAZON.COM	Teacher Chair/FRY Rm19	01-4300-1100	119.06
P21-04334	AMAZON.COM	Classroom Supplies/HARLOW Headphones	01-4300-0003	216.00
P21-04365	AMAZON.COM	Preston Books	01-4300-3010	721.50
P21-04366	AMAZON.COM	Preston Books/PD	01-4300-3010	407.10
P21-04434	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Student Water Filter Filter/ELKAY	01-4300-1100	284.44
Total Location				12,455.40
Location Browns Valley Elementary (03)				
P21-03844	AMAZON.COM	classroom supplies-Sweeney	01-4300-1100	105.10
P21-03846	TROXELL COMMUNICATIONS, INC.	Projector Bulbs	01-4300-0004	205.68
P21-03898	AMAZON.COM	Books	01-4300-1100	62.52
P21-04221	OFFICE DEPOT B.S.D.	Class supplies	01-4300-1100	75.29
P21-04237	CDW-G COMPUTER CENTER	Laptops	01-4410-3215	3,458.99
Total Location				3,907.58
Location Business Services (106)				
P21-03831	Concentra Medical Centers	First Aid Services	01-5890-0000	148.33
P21-04378	FREMONT-RIDEOUT FOUNDATION C/O CAROL RAMIREZ	First Aid	01-5890-0000	232.98
Total Location				381.31
Location Categorical (203)				
P21-03826	OFFICE DEPOT B.S.D.	Materials for Program	01-4300-0003	67.52
			01-4300-5630	154.12
P21-03832	AMAZON.COM	Materials for Program	01-4300-0003	66.20

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Location: Categorical (203) (continued)				
P21-03833	AMAZON.COM	materials for program	01-4300-0003	35.70
P21-03878	SCHOOL SPECIALTY	Office Chairs	01-4300-0003	855.17
			01-4300-3010	427.59
P21-03885	CDW-G COMPUTER CENTER	Adobe Illustrator Renewal	01-5801-0003	106.79
P21-04097	AMAZON.COM	materials for program	01-4300-0003	62.48
P21-04098	AMAZON.COM	Materials for Program	01-4300-0003	27.14
			01-4300-3010	27.14
P21-04232	CEV MULTIMEDIA	LHS/MHS ICEV LICENSE	01-5801-3550	4,500.00
P21-04392	The Tree House, Inc.	Toner	01-4300-0003	609.96
			01-4300-3010	609.96
Total Location				7,549.77
Location: Cedar Lane Elementary (05)				
P21-03871	STEWART, AMERICA'S PREMIER SIGN COMPANY	Marquee	01-6500-0004	14,197.24
			01-6500-1100	3,499.76
P21-04110	SCHOOL SPECIALTY	Teacher Chair	01-4300-1100	378.88
P21-04352	AMAZON.COM	Bautita	01-4300-1100	141.80
P21-04472	OFFICE DEPOT B.S.D.	Office	01-4300-1100	314.80
Total Location				18,532.48
Location: Charter Academy For Fine Arts (42)				
P21-03976	Stage Partners, LLC	Drama Script- DeMerit	09-4300-0000	456.50
P21-03979	BALFOUR	Graduation Supplies	09-4300-1100	1,308.04
P21-03983	OFFICE DEPOT B.S.D.	Supplies	09-4300-0000	169.36
P21-04001	AMAZON.COM	VGA Cables for Blended Learning	09-4300-1100	79.62
P21-04026	SCHOOL SPECIALTY	Storage Cabinets	09-4410-0004	3,198.09
P21-04135	CDW-G COMPUTER CENTER	14" Chromebooks	09-4300-0004	6,789.00
P21-04136	NWN CORPORATION	HP M227fdw Printers	09-4300-0004	836.46
P21-04183	AMAZON.COM	Science Supplies	09-4300-0004	385.93
P21-04240	CDW-G COMPUTER CENTER	Student PCs and Monitors	09-4410-0004	3,970.61
P21-04264	HOUGHTON MIFFLIN HARCOURT	GoMath for 2021-21	09-4100-0000	1,939.73
P21-04274	AMAZON.COM	Cable for Room 8 Projector	09-4300-1100	22.37

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Location: Charter Academy For Fine Arts (42) (continued)				
P21-04299	AMAZON.COM	Cart Sumahit KukSool	09-4300-1100	68.04
P21-04309	OFFICE DEPOT B.S.D.	Supplies	09-4300-0000	116.10
P21-04321	Jones School Supply Co., Inc.	Supplies Grad Performance and Participation	09-4300-1100	122.30
P21-04327	FLINN SCIENTIFIC INC	Supplies - Science	09-4300-0004	3,026.29
P21-04328	CAROLINA BIOLOGICAL SUPPLY CO	SUPPLIES- SCIENCE	09-4300-0004	3,193.65
P21-04390	Cardea Services	Positive Prevention Plus Consumables	09-4300-1100	1,502.77
P21-04416	AMAZON.COM	Supplies Science	09-4300-0004	824.97
P21-04417	AMAZON.COM	Supplies Math Calculators	09-4300-0004	3,240.81
P21-04418	OFFICE DEPOT B.S.D.	Supplies	09-4300-0000	35.01
Total Location				31,285.65
Location Child Development (51)				
P21-03810	AMAZON.COM	Cedar Lane PRE Supplies Dao	12-4300-6105	39.53
P21-03970	WALKER'S OFFICE SUPPLIES	Kynoch Preschool Desk	12-4300-6105	1,070.59
P21-03987	AMAZON.COM	Kynoch PRE Supplies Carmen Mota	12-4300-6105	201.26
P21-04027	OFFICE DEPOT B.S.D.	KWoods Supplies	12-4300-6105	78.28
P21-04029	AMAZON.COM	OLV PRE Rm A - Jocelyn Padilla	12-4300-6105	97.42
P21-04030	AMAZON.COM	Olivehurst PRE Supplies Rm C Heidi Oliver	12-4300-6105	506.83
P21-04031	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Fridge for KYN PRE	12-4410-6105	964.39
P21-04033	APPLE COMPUTER INC	iPod Touch	12-4300-5025	4,092.93
P21-04126	INSECT LORE	Preschool Supplies RM 105	12-4300-6105	63.82
P21-04127	KAPLAN SCHOOL SUPPLY	LIN PRE Rm 303- Belle Martinez	12-4300-6105	4,109.27
P21-04131	CDW-G COMPUTER CENTER	Otterboxes for 8th gen iPads	12-4410-6105	2,409.85
P21-04132	CDW-G COMPUTER CENTER	Admin Computers	12-4300-6105	3,276.21
P21-04133	NWN CORPORATION	HP M227fdw Printers	12-4410-6105	6,062.00
P21-04137	KAPLAN SCHOOL SUPPLY	COV Pre Rm A - Jackie Midthun	12-4300-6105	2,230.56
P21-04145	COMMUNITY PLAYTHINGS	PRE Supplies Multiple locations	12-4300-6105	3,246.03
P21-04146	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Olivehurst PRE Supplies RM A and RM C	12-4300-6105	974.25
			12-4410-6105	3,052.65
			12-4410-6105	1,080.34

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51) (continued)				
P21-04147	KAPLAN SCHOOL SUPPLY	Linda PRE Supplies RM 302 Linda Duenas	12-4300-6105	1,274.87
P21-04149	KAPLAN SCHOOL SUPPLY	Covillaud PRE Supplies RM C	12-4410-6105	3,937.20
			12-4300-6105	952.50
			12-4410-6105	1,051.55
P21-04150	KAPLAN SCHOOL SUPPLY	Covillaud PRE Supplies RM C	12-4300-6105	1,368.08
P21-04151	KAPLAN SCHOOL SUPPLY	Covillaud PRE Supplies RM A/C Outdoor items	12-4300-6105	515.63
			12-4410-6105	8,037.05
P21-04159	AMAZON.COM	Preschool Supplies RM 105	12-4300-6105	60.56
P21-04161	OFFICE DEPOT B.S.D.	Preschool Supplies	12-4300-6105	974.23
P21-04163	AMAZON.COM	Child Dev - Araceli Raya	12-4300-6105	56.20
P21-04172	AMAZON.COM	Preschool Supplies Multiple locations DO Rm105	12-4300-6105	687.26
P21-04176	OFFICE DEPOT B.S.D.	Covillaud Pre RM A Jackie	12-4300-6105	130.51
P21-04177	AMAZON.COM	Arboga Pre Supplies RM A Maribel Garica	12-4300-6105	184.01
P21-04180	APPLE COMPUTER INC	iPads 8th Gen	12-4300-6105	27,462.80
P21-04185	KAPLAN SCHOOL SUPPLY	OLV PRE Rm B- Maria Jacobo	12-4300-6105	1,818.84
P21-04187	KAPLAN SCHOOL SUPPLY	Cedar Lane PRE Supplies Dao Scott	12-4410-6105	1,202.84
P21-04242	SCHOOL SPECIALTY LLC	Pre Supplies Multiple locations -	12-4300-6105	1,020.27
			12-4410-6105	794.80
P21-04243	SCHOOL SPECIALTY LLC	Olivehurst PRE RM A Kangbao Soung	12-4410-6105	807.77
P21-04246	KAPLAN SCHOOL SUPPLY	Cedar Lane PRE Supplies Dao Scott	12-4300-6105	4,235.06
P21-04248	KAPLAN SCHOOL SUPPLY	COV PRE Rm A - Griselda Madrid	12-4300-6105	1,689.33
			12-4410-6105	3,842.88
P21-04256	KAPLAN SCHOOL SUPPLY	EMCC Supplies Carmen Garcia	12-4300-6105	1,170.99
P21-04258	KAPLAN SCHOOL SUPPLY	Covillaud PRE Rm A Supplies Jackie Midthun	12-4300-6105	112.15
			12-4410-6105	795.47
P21-04267	KAPLAN SCHOOL SUPPLY	Covillaud PRE Supplies RM A Jackie Midthun	12-4300-6105	542.24
P21-04270	KAPLAN SCHOOL SUPPLY	Olivehurst PRE Rm A KangBao Soung	12-4300-6105	1,013.22
P21-04279	AMAZON.COM	Ella PRE Supplies Mary Cress	12-4300-6105	19.45
P21-04285	AMAZON.COM	OLV PRE Rm B - Maria Jacobo	12-4300-6105	504.96

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51) (continued)				
P21-04288	OFFICE DEPOT B.S.D.	OLV PRE Rm A - Jocelyn Padilla	12-4300-6105	467.71
P21-04306	AMAZON.COM	EMCC Supplies Carmen Garcia	12-4300-6105	2,177.10
P21-04364	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Arboga PRE Supplies RM A Jeanette Ybarra	12-4410-6105	1,901.95
P21-04394	KAPLAN SCHOOL SUPPLY	ELLA Pre Supplies Mary Cress	12-4300-6105	5,120.61
P21-04395	KAPLAN SCHOOL SUPPLY	ELLA Pre Supplies Mary Cress	12-4410-6105	447.56
P21-04398	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	EMCC Supplies Carmen Garcia	12-4410-6105	1,166.94
P21-04400	4IMPRINT, INC.	Child Dev	12-4300-6105	3,624.72
P21-04402	KAPLAN SCHOOL SUPPLY	Kynoch Pre Supplies Carmen Mota	12-4300-6105	2,142.89
P21-04403	KAPLAN SCHOOL SUPPLY	Kynoch PRE Supplies Carmen Mota	12-4300-6105	1,362.55
			12-4410-6105	1,503.97
P21-04404	KAPLAN SCHOOL SUPPLY	Dobbins PRE Supplies Roxann Galloway	12-4300-6105	1,875.75
P21-04405	KAPLAN SCHOOL SUPPLY	Dobbins PRE supplies Roxann Galloway	12-4410-6105	2,057.01
P21-04406	KAPLAN SCHOOL SUPPLY	Dobbins PRE Supplies Roxann Galloway	12-4410-6105	1,491.33
P21-04407	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kynoch PRE Supplies Carmen Mota	12-4410-6105	648.42
P21-04410	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Yuba Feather PRE Supplies Rhonda Lococo	12-4410-6105	1,405.09
P21-04411	KAPLAN SCHOOL SUPPLY	Yuba Feather PRE Supplies Rhonda Lococo	12-4410-6105	3,746.80
P21-04412	KAPLAN SCHOOL SUPPLY	Yuba Feather PRE Supplies Rhonda Lococo	12-4300-6105	473.11
P21-04419	AMAZON.COM	Oliverhust PRE Supplies RM C Marci Dena	12-4300-6105	266.47
P21-04424	AMAZON.COM	OLV PRE Rm A - Jocelyn Padilla	12-4300-6105	526.57
P21-04425	AMAZON.COM	Oliverhust PRE Supplies Heidi Oliver RM C	12-4300-6105	262.66
P21-04429	AMAZON.COM	Dobbins PRE Supplies Roxann Galloway	12-4300-6105	714.60
P21-04430	AMAZON.COM	Dobbins PRE Supplies Roxann Galloway	12-4300-6105	190.91
P21-04432	LOVING GUIDANCE, INC	Kwoods Pro Dev. Feb 2021	12-4300-9010	1,687.50
P21-04453	Container Solutions, Inc.	Storage Container	12-4410-6105	4,438.25
P21-04461	AMAZON.COM	Kynoch PRE Supplies Carmen Mota	12-4300-6105	160.95
Total Location				139,680.35
Location Community Day School (54)				
P21-03915	Home Science Tools	Per Mr. Gray - Science supplies	01-4300-0003	1,516.60
P21-03952	OFFICE DEPOT B.S.D.	supplies for teachers	01-4300-1100	154.98
P21-03955	CAROLINA BIOLOGICAL SUPPLY CO	Per Mr. Gray - Science supplies	01-4300-0003	795.43

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location: Community Day School (54) (continued)					
P21-04006	CAROLINA BIOLOGICAL SUPPLY CO	Per Mr. Gray - Science supplies	01-4410-0003	1,215.54	
P21-04012	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-3010	16,972.50	
P21-04354	FISHER SCIENTIFIC	Per Mr. Gray - Science supplies	01-4300-0003	40.18	
Total Location				20,695.23	
Location: Cordua Elementary (07)					
P21-03859	OFFICE DEPOT B.S.D.	Toner -Bennett	01-4300-1100	438.44	
P21-03882	TROXELL COMMUNICATIONS, INC.	Elmo Document Cameras	01-4410-7420	2,433.46	
P21-04251	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kindergarten Lakeshore Order	01-4300-3010	1,319.22	
P21-04415	AMAZON.COM	PBIS Incentives	01-4300-0003	461.94	
P21-04427	AMAZON.COM	Cabinets - Library	01-4300-1100	610.36	
Total Location				5,263.42	
Location: Covillaud Elementary (09)					
P21-03813	OFFICE DEPOT B.S.D.	Toner & classroom supplies	01-4300-0003	235.76	
			01-4300-1100	414.96	
			01-4300-0003	282.15	
P21-03817	AMAZON.COM	Classroom supplies	01-4300-1100	482.08	
P21-03818	AMAZON.COM	Teacher chairs	01-4300-0003	75.34	
P21-03819	AMAZON.COM	Classroom supplies	01-4300-3010	1,266.53	
P21-03971	TROXELL COMMUNICATIONS, INC.	Projector lamps	01-4300-1100	707.96	
P21-03973	TROXELL COMMUNICATIONS, INC.	Projector Mounts	01-4300-0003	2,108.58	
P21-04331	AMAZON.COM	Classroom supplies	01-4300-3010	1,104.42	
P21-04393	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-3010	47,670.00	
P21-04426	AMAZON.COM	Music supplies	01-4300-0004	970.70	
P21-04428	AMAZON.COM	Classroom supplies	01-4300-0003	233.73	
Total Location				55,552.21	
Location: Dobbins Elementary (11)					
P21-03816	AMAZON.COM	Supplies	01-4300-1100	23.80	
P21-03838	AMAZON.COM	Supplies	01-4300-1100	56.24	
P21-03986	AMAZON.COM	Custodial Supplies	01-4320-0000	627.85	
P21-04113	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-1100	8,486.25	

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Location Dobbins Elementary (11) (continued)				
P21-04114	TROXELL COMMUNICATIONS INC	Projector, Elmo, 30 unit chromebook cart	01-4410-1100	4,497.79
P21-04115	NWN CORPORATION	M653dn Printer	01-4410-1100	991.06
P21-04116	CDW-G COMPUTER CENTER	Admin PCs, 22" Monitors, Laptop	01-4410-1100	2,540.07
P21-04174	OFFICE DEPOT B.S.D.	supplies	01-4300-1100	501.53
P21-04283	AMAZON.COM	Supplies	01-4300-1100	23.76
P21-04293	AMAZON.COM	Classroom Supplies	01-4300-1100	77.74
P21-04459	AMAZON.COM	Classroom Supplies	01-4300-1100	155.57
Total Location				17,981.66

Location Edgewater Elementary (12)				
P21-03796	PERMA BOUND	EDG Library	01-4200-3010	4,936.54
P21-03822	AMAZON.COM	Professional Development Books	01-4300-3010	181.80
P21-03824	Home Depot USA, Inc.	Cups	01-4300-7420	183.71
P21-03861	AMAZON.COM	Student Chromebook keyboard replacement	01-4300-1100	48.70
P21-03911	AMAZON.COM	Student Chromebook Chargers	01-4300-1100	552.78
P21-03981	AMAZON.COM	Class Calculators for SPED Teacher	01-4300-6500	40.05
P21-03982	AMAZON.COM	Blacktop Games/Art	01-4300-9010	87.36
P21-04025	TROXELL COMMUNICATIONS, INC.	Projectors and Mounts	01-4410-3010	6,062.00
P21-04260	TROXELL COMMUNICATIONS, INC.	Aver U70 Doc Cams	01-4300-3010	724.19
P21-04263	MASCOT JUNCTION, INC.	Student Supplies	01-4300-0004	1,107.40
P21-04275	AMAZON.COM	Kinder/2nd grade class set	01-4300-1100	403.28
P21-04276	AMAZON.COM	Home communication	01-4300-3010	103.70
P21-04326	Scholastic Library Publishing	Book Order	01-4300-3010	1,186.05
P21-04329	Scholastic Library Publishing	Book Order	01-4300-3010	1,186.05
P21-04388	ASSETGENIE, INC., DBA AG IREPAIR	Kinder Student IPad Repair	01-5641-1100	139.64
P21-04455	AMAZON.COM	6th grade/P-12	01-4300-1100	10.37
Total Location				16,953.62

Location Ella Elementary (13)				
P21-03865	Home Depot USA, Inc.	Grounds Equipment	01-4300-1100	681.38
P21-03999	Home Depot USA, Inc.	Grounds Supplies	01-4300-1100	17.13
P21-04138	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-3010	409.48

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PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
Location Ella Elementary (13) (continued)				
P21-04148	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-3010	396.67
P21-04152	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-3010	417.82
P21-04164	AMAZON.COM	Classroom Supplies	01-4300-3010	392.96
P21-04167	AMAZON.COM	Classroom Supplies	01-4300-0003	67.34
P21-04168	AMAZON.COM	Classroom Supplies	01-4300-3010	399.92
P21-04169	AMAZON.COM	Classroom Supplies	01-4300-3010	110.30
P21-04170	AMAZON.COM	Classroom Supplies	01-4300-3010	375.84
P21-04173	AMAZON.COM	Classroom Supplies	01-4300-3010	362.53
P21-04175	AMAZON.COM	Classroom Supplies	01-4300-3010	368.40
P21-04254	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-3010	365.87
P21-04255	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-3010	390.74
P21-04259	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-3010	377.63
P21-04261	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-3010	849.60
P21-04282	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-0004	126.60
P21-04280	AMAZON.COM	Classroom Supplies	01-4300-3010	407.69
P21-04282	AMAZON.COM	Classroom Supplies	01-4300-3010	400.45
P21-04284	AMAZON.COM	Classroom Supplies	01-4300-3010	392.76
P21-04287	AMAZON.COM	Classroom Supplies	01-4300-3010	364.23
P21-04289	AMAZON.COM	Classroom Supplies	01-4300-3010	388.99
P21-04294	OFFICE DEPOT B.S.D.	Labels	01-4300-1100	38.21
P21-04295	AMAZON.COM	Classroom Supplies	01-4300-3010	351.86
P21-04297	AMAZON.COM	Classroom Supplies	01-4300-3010	399.47
P21-04298	AMAZON.COM	Classroom Supplies	01-4300-3010	399.76
P21-04300	AMAZON.COM	Classroom Supplies	01-4300-3010	432.86
P21-04302	AMAZON.COM	Classroom Supplies	01-4300-3010	281.69
P21-04304	AMAZON.COM	Classroom Supplies	01-4300-3010	390.42
P21-04307	AMAZON.COM	Classroom Supplies	01-4300-0004	161.05
P21-04397	MUSIC & ARTS	Music	01-4300-0004	359.12
P21-04399	WEST MUSIC	Music	01-4300-0004	920.27

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Ella Elementary (13) (continued)				
P21-04414	OFFICE DEPOT B.S.D.	Toner	01-4300-3010	1,704.70
Total Location				13,503.74
Location Facilities (66)				
P21-03864	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	8196-Arboga TK-8 Expansion/Conversion	24-6220-9010	934.92
P21-03884	ECORP CONSULTING, INC. ENVIRONMENTAL CONSULTANTS	8196- Arboga K-8 Expansion/Conversion	25-6230-9010	473.75
P21-04142	Mid Pacific Engineering, Inc.	8303-Linda Preschool Portable Geotech	01-6230-6128	4,422.00
P21-04143	Mid Pacific Engineering, Inc.	8304-McKenney Portable Addition Geotech	01-6230-0010	11,530.00
P21-04484	KIZ CONSTRUCTION	8303-Linda Preschool Portable	01-6210-6128	268,000.00
P21-04516	BRCO CONSTRUCTORS, INC.	8304-McKenney Portable Addition	01-6210-0010	633,000.00
Total Location				918,360.67
Location Foothill Intermediate (35)				
P21-03805	AMAZON.COM	Tech Cords	01-4300-3010	17.31
P21-03815	AMAZON.COM	Tech Cable	01-4300-3010	14.05
P21-03821	AMAZON.COM	Radio Batteries	01-4300-1100	162.33
P21-03839	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-1100	108.93
P21-03862	AMAZON.COM	WoodsRunner books - Ro	01-4300-3010	259.50
P21-03912	AMAZON.COM	Office Clock	01-4300-1100	32.39
P21-03985	AMAZON.COM	Woodsrunner	01-4300-3010	242.20
P21-04119	NWN CORPORATION	M404dn Printer	01-4300-1100	208.27
P21-04155	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-1100	87.04
P21-04160	AMAZON.COM	Tech Cables/Speakers/Pointer - Room 17	01-4300-3010	50.41
P21-04244	COMPLETE BOOK AND MEDIA SUPPLY	Class Books (Kulak)	01-4300-3010	1,486.87
P21-04422	OFFICE DEPOT B.S.D.	Toner - Penny	01-4300-1100	134.63
P21-04462	AMAZON.COM	Athletics	01-4300-0000	878.22
Total Location				3,682.15
Location Grounds (65)				
P21-03879	BEACON ATHLETICS	Batters Box Template	01-4300-0000	199.18
P21-04372	BEYMER WELL SERVICE, INC.	GROUND - Browns Valley School Irrigation Pump	01-5642-0000	500.00
P21-04436	TWIN CITIES TREE SERVICE	Grounds/MHS/District Office	14-5100-0000	29,695.00
P21-04451	Clayton J. Graham Inc.	GROUND/ FOOTHILL OLIVE TREES	01-5801-8150	24,250.00

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PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
Location			Total Location	54,644.18
Indian Education (108)				
P21-03922	AMAZON.COM	cultural supplies	01-4300-4510	1,499.24
P21-03923	THE HIDE & LEATHER HOUSE, INC	cultural supplies	01-4300-4510	3,000.00
P21-03924	Kaylynn Baker	cultural class	01-5801-4510	500.00
P21-03925	CEDAR ANN MILES	cultural class	01-5801-4510	500.00
P21-03926	Hope Anglin	cultural class	01-5801-4510	500.00
P21-03927	BERNICE STARK	cultural class	01-5801-4510	500.00
P21-03928	SHIRLEY ROWLAND	cultural class	01-5801-4510	500.00
P21-03929	Donald Elder Jr.	cultural class	01-5801-4510	500.00
P21-03930	AMAZON.COM	cultural book order	01-4300-4510	3,062.75
P21-03944	AMAZON.COM	cultural book order	01-4300-4510	2,468.93
P21-03945	AMAZON.COM	cultural supplies	01-4300-4510	3,913.78
P21-04052	B & H PHOTO	Camcorders	01-4410-7210	1,294.65
P21-04056	Dulce Avelar	cultural class	01-5801-4510	500.00
P21-04057	Marilyn Lowe	cultural class	01-5801-4510	500.00
P21-04058	Elias Avelar	cultural classes	01-5801-4511	1,000.00
P21-04059	Emily Torres	cultural classes	01-5801-4510	500.00
P21-04060	Autumn Estes	cultural classes	01-5801-4510	500.00
P21-04061	Samuel Torres	cultural classes	01-5801-4510	500.00
P21-04062	Adam Estes	cultural classes	01-5801-4510	500.00
P21-04063	Tara Withnell	cultural classes	01-5801-4510	500.00
P21-04064	MARYSVILLE YOUTH & CIVIC CTR	Use of Facility	01-5630-4510	3,305.00
P21-04065	MICHAEL ALLEN RAMIREZ	cultural classes	01-5801-4510	500.00
P21-04066	Sarah Torres	cultural class	01-5801-4510	500.00
P21-04067	CHEYENNE PHILLIPS	cultural class	01-5801-4510	250.00
P21-04068	SARAH SUZZANA RAE CHISHOLM	cultural class	01-5801-4510	250.00
P21-04096	CDW-G COMPUTER CENTER	Laptops	01-4410-4510	4,611.99
			01-4410-7210	4,611.99
P21-04225	Autumn Estes	cultural classes	01-5801-4510	500.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Indian Education (108) (continued)				
P21-04226	LORREE WALLENDER	cultural classes	01-5801-4510	500.00
P21-04229	CYNTHIA KETCHUM	cultural class	01-5801-4510	500.00
P21-04376	Dulce Avelar	cultural class	01-5801-4510	500.00
P21-04377	SKY ROAD WEBB	cultural classes	01-5801-4510	1,000.00
Total Location				39,768.33
Location Instruction (IMC) (110)				
P21-04153	AMAZON.COM	Storage Bins	01-4300-0000	43.29
P21-04157	OFFICE DEPOT B.S.D.	office supplies	01-4300-0000	29.09
Total Location				72.38
Location Johnson Park Elementary (15)				
P21-03834	AMAZON.COM	Supplies	01-4300-1100	139.72
P21-03836	AMAZON.COM	Yoga Mats	01-4300-0004	266.25
P21-03837	OFFICE DEPOT B.S.D.	Printer Ink for teachers	01-4300-0004	629.01
P21-03854	AMAZON.COM	Class supplies	01-4300-1100	183.97
P21-03855	REALLY GOOD STUFF, LLC	Materials for Richard	01-4300-1100	67.77
P21-03872	AMAZON.COM	Lovell Classroom Supplies	01-4300-0003	409.90
P21-03873	AMAZON.COM	Eagleton Supplies	01-4300-0003	21.62
P21-03875	OFFICE DEPOT B.S.D.	Teacher supplies	01-4300-0003	76.86
P21-03876	AMAZON.COM	Bins for PE supplies	01-4300-0004	591.84
P21-03877	OFFICE DEPOT B.S.D.	JP Stamps For Books	01-4300-0004	151.51
P21-03888	AMAZON.COM	Mckinnon Classroom Books	01-4300-0003	393.63
P21-03889	AMAZON.COM	Mckinnon Classroom Book	01-4300-0003	10.91
P21-03890	AMAZON.COM	Pal Classroom Books	01-4300-0003	547.80
P21-03891	AMAZON.COM	McNay Classroom Books	01-4300-0003	262.39
P21-03892	Scholastic Classroom Magazines	Richards Classroom books	01-4300-0003	308.29
P21-03893	Scholastic Classroom Magazines	Vending Machine Book Order	01-4300-0003	350.41
P21-03899	FIRST BOOK ATTN: FBMP PAYMENTS	Diverse Classroom Books	01-4300-0003	653.30
P21-03906	AMAZON.COM	Teacher Supplies	01-4300-0004	288.83
P21-03916	PERMA BOUND	Library books K	01-4200-0003	634.26
P21-03917	OFFICE DEPOT B.S.D.	Bin labels	01-4300-0004	21.23

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Johnson Park Elementary (15) (continued)				
P21-03918	PERMA BOUND	Library Books 1	01-4200-0003	584.74
P21-03919	PERMA BOUND	Lovell Classroom Books	01-4300-0003	153.82
P21-03949	TROXELL COMMUNICATIONS, INC.	Projectors and Mounts	01-4410-0003	2,424.80
P21-03950	PERMA BOUND	Lunden Classroom Books	01-4300-0003	1,114.12
P21-03951	AMAZON.COM	Rivas classroom library books	01-4300-0003	404.54
P21-03953	OFFICE DEPOT B.S.D.	Appreciation Bag Label's	01-4300-0004	30.98
P21-04037	FIRST BOOK ATTN: FBMP PAYMENTS	Library Diversity Books	01-4200-3010	155.75
P21-04038	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Materials for Late	01-4300-0003	15.97
P21-04041	PENWORTHY / MEDIA SOURCE	Library Books	01-4300-3182	1,003.06
P21-04042	AMAZON.COM	Mice for Students	01-4200-3010	5,658.54
P21-04044	AMAZON.COM	Ink Cartridges for stamps	01-4300-0004	168.72
P21-04047	AMAZON.COM	Bulb for Lunden	01-4300-1100	21.64
P21-04093	OFFICE DEPOT B.S.D.	Card stock for awards	01-4300-0004	77.93
P21-04234	TROXELL COMMUNICATIONS, INC.	Projectors and Chromebook Carts	01-4410-0003	40.25
P21-04235	SUTTER BUTTES COMMUNICATIONS	Radios	01-4300-0003	6,215.72
P21-04236	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-0003	2,188.81
P21-04348	AMAZON.COM	Materials For McKinnon	01-4300-0003	5,091.75
P21-04350	AMAZON.COM	Materials for Duneas	01-4300-0003	43.28
P21-04351	AMAZON.COM	Materials for L Duenas	01-4300-0003	22.62
P21-04361	AMAZON.COM	Materials for Program	01-4300-0004	43.64
P21-04374	AMAZON.COM	Materials for Program	01-4300-0004	281.42
P21-04379	AMAZON.COM	materials for Program	01-4300-0004	52.51
P21-04380	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Materials for Patterson	01-4300-0004	170.31
P21-04381	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Materials for Kindergarten	01-4300-3182	122.64
P21-04464	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Materials for Classroom	01-4300-0003	148.26
P21-04471	AMAZON.COM	Materials for Classroom Lovell	01-4300-3182	3.21
			01-4300-0003	708.21
			01-4300-0004	378.80
Total Location				33,335.54
Location Kynoch Elementary (17)				

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Kynoch Elementary (17)				
P21-03827	DEMCO	LIBRARY, DEMCO ORDER	01-4300-1100	519.43
P21-03828	AMAZON.COM	FISHER, AMAZON VAC.	01-4300-1100	376.80
P21-03829	AMAZON.COM	JORGE / PE, AMAZON ORDER	01-4300-0004	36.78
P21-03830	GOPHER SPORT	P.E. EQUIP GOPHER SPORT	01-4300-0004	329.89
P21-03843	AMAZON.COM	LIBRARY, LATTUCA, AMAZON ORDER	01-4200-3010	219.26
			01-4300-3010	210.28
P21-03847	AMAZON.COM	RM 12, AMAZON ORDER	01-4300-3010	179.51
P21-03848	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	RM 12, LAKESHORE ORDER	01-4300-3010	318.50
P21-03849	PERMA BOUND	5TH GR CLASS SETS OF BOOKS.	01-4300-3010	1,350.31
P21-03850	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	RM 20, LAKESHORE ORDER	01-4300-3010	292.21
P21-03851	AMAZON.COM	RM 20, AMAZON ORDER	01-4300-3010	545.84
P21-03954	PERMA BOUND	LIBRARY ORDER FROM PERMABOUND ORDER # L17388164	01-4200-0003	4,391.77
P21-03956	AMAZON.COM	OFFICE HAND HELD VAC	01-4300-1100	37.88
P21-03957	AMAZON.COM	5TH GRADE CLASS BOOKS.	01-4300-3010	2,010.77
P21-04053	AMAZON.COM	FISHER, TOOL	01-4300-1100	49.41
P21-04076	AMAZON.COM	RM 27, CLAY	01-4300-3010	62.88
P21-04083	AMAZON.COM	RM 6, VILLANUEVA, AMAZON	01-4300-1100	240.27
P21-04099	AMAZON.COM	RM 21, AMAZON ORDER	01-4300-1100	255.46
P21-04100	CAROLINA BIOLOGICAL SUPPLY CO	RM 1, CAROLINA BIO ORDER	01-4300-3010	125.25
P21-04101	CARSON-DELLOSA PUBLISHING CO., INC	RM 12, CARSON-DELLOSA BOOKS	01-4300-0004	38.94
P21-04210	Educational Furniture LLC	MORRISON, OUTDOOR FURNITURE	01-4300-1100	5,287.26
P21-04220	AMAZON.COM	RM 22, AMAZON ORDER	01-4300-1100	118.93
P21-04222	OFFICE DEPOT B.S.D.	RM 15, SISNEY, OFFICE DEPOT	01-4300-0003	44.05
P21-04223	OFFICE DEPOT B.S.D.	OFFICE	01-4300-1100	60.72
P21-04231	AMAZON.COM	LIBRARY CART	01-4300-1100	193.74
P21-04346	AMAZON.COM	RM 12, AMAZON ORDER	01-4300-0003	186.07
P21-04437	AMAZON.COM	RM 22, AMAZON ORDER	01-4300-0003	963.30
P21-04438	OFFICE DEPOT B.S.D.	RM 21, OFFICE DEPOT	01-4300-3010	68.37
P21-04439	AMAZON.COM	RM 14, AMAZON ORDER	01-4300-3010	219.60

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Kynoch Elementary (17) (continued)				
P21-04440	OFFICE DEPOT B.S.D.	RM 1, OFFICE DEPOT	01-4300-0003	23.47
P21-04441	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	RM 2, CLAVELLE, LAKESHORE	01-4300-3010	765.24
P21-04442	AMAZON.COM	RM 20 AMAZON ORDER	01-4300-0003	112.52
P21-04443	AMAZON.COM	RM 37, HEADPHONES, AMAZON	01-4300-3010	324.45
P21-04475	AMAZON.COM	RANDY F. AMAZON	01-4300-1100	70.35
Total Location				20,029.51
Location Linda Elementary (19)				
P21-03795	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Soto Supplies	01-4300-1100	38.89
P21-03803	OFFICE DEPOT B.S.D.	Anderson Supplies	01-4300-1100	96.85
P21-03820	OFFICE DEPOT B.S.D.	Office supplies	01-4300-1100	186.24
P21-04162	AMAZON.COM	Lion Mascot Costume	01-4300-1100	399.44
P21-04278	AMAZON.COM	Dry Erase White Board/PP3	01-4300-1100	59.53
P21-04335	OFFICE DEPOT B.S.D.	Reading Olympics Participation Certificates	01-4300-0004	16.87
P21-04391	SCHOOL SPECIALTY LLC	Maps	01-4300-0003	1,502.78
P21-04452	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-0003	31,780.00
Total Location				34,080.60
Location Lindhurst High (43)				
P21-03792	CDW-G COMPUTER CENTER	Admin Computers	01-4410-0000	6,062.00
P21-03793	SUTTER BUTTES COMMUNICATIONS	Radios	01-4300-6690	1,030.54
P21-03797	CASCADE ATHLETIC SUPPLY CO.	Athletic Supplies/Football	01-4410-0004	3,099.09
P21-03798	EPIC SPORTS	Athletic Supplies/Softball	01-4300-0004	233.04
P21-03799	AMAZON.COM	Classroom Supplies/Kerr	01-4300-6500	789.76
P21-03800	AMAZON.COM	Classroom Supplies/George	01-4300-6500	151.54
P21-03801	AMAZON.COM	Classroom Supplies/Swarm	01-4300-6500	102.62
P21-03857	Dollamur Sports Surfaces	Athletic Supplies/Wrestling	01-4410-0004	10,897.23
P21-03867	Muller Sports	Spring Sports Officials	01-5801-0000	6,305.00
P21-03880	BUSH REFRIGERATION	CTE LHS ORN/HORT ALVAREZ	01-6491-6387	5,557.56
P21-03881	TROXELL COMMUNICATIONS, INC.	Projector accessories	01-4300-9010	465.48
P21-03977	AIRGAS	CTE LHS WELD/HIDALGO	01-6400-6387	24,834.88
P21-03990	AMAZON.COM	Athletic Training Supplies	01-4300-0000	2,477.40

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P21-03996	MCCUMBER'S GLASS	Athletic Supplies/Weightroom	01-4300-0000	2,001.15
P21-03997	HOME DEPOT	Athletic Training Supplies	01-4300-0000	600.00
P21-04002	DEMCO	Library Supplies	01-4200-9010	256.20
P21-04016	ANTHEM SPORTS, LLC	Athletic Supplies/Softball	01-4300-0000	103.75
P21-04023	Dengate Design Group	Athletic Supplies/Wrestling	01-4300-0000	395.63
			01-4410-0000	1,050.00
P21-04028	OFFICE DEPOT B.S.D.	Supplies	01-4300-0000	270.61
P21-04032	SCHOOL SPECIALTY LLC	Athletic Training Supplies	01-4410-0000	591.76
P21-04124	CASCADE ATHLETIC SUPPLY CO.	Athletic Supplies/Baseball	01-4410-0000	3,112.34
P21-04125	CASCADE ATHLETIC SUPPLY CO.	Athletic Supplies/Football	01-4410-0000	1,065.69
P21-04128	SALSBURY INDUSTRIES	Athletic Supplies/Storage Lockers	01-4300-0000	3,691.03
P21-04139	PIAZZ PARTY RENTAL	Rentals - Graduation	01-5630-0000	297.50
P21-04154	AMAZON.COM	Classroom Supplies/Kelly	01-4300-7420	82.58
P21-04158	OFFICE DEPOT B.S.D.	Technology Supplies/Whiteboards	01-4300-0000	62.76
P21-04165	AMAZON.COM	Athletic Supplies/Track	01-4300-0000	2,694.90
P21-04178	Home Campus	Athletic Clearance Program	01-5801-0000	895.00
P21-04181	EATON INTERPRETING SERVICES	Graduation Interpreting Services	01-5801-0000	390.00
P21-04238	CASCADE ATHLETIC SUPPLY CO.	Athletic Supplies/Baseball	01-4300-0000	1,039.20
P21-04239	MEDCO SUPPLY COMPANY	Athletic Training Supplies	01-4300-0000	3,885.26
			01-4410-0000	514.18
P21-04247	Bases Loaded	Athletic Supplies/Softball	01-4300-0000	654.53
P21-04249	The Golf Warehouse, LLC	Athletic Supplies/Softball	01-4300-0000	31.56
P21-04250	EPIC SPORTS	Athletic Supplies/Softball	01-4300-0000	263.82
P21-04252	Direct Sports, Inc.	Athletic Supplies/Softball	01-4300-0000	75.72
P21-04253	Bases Loaded	Athletic Supplies/Softball	01-4300-0000	373.25
P21-04257	ROGERS ATHLETIC CO.	Athletic Supplies/Football	01-4410-0000	3,152.25
P21-04265	Pro Athlete, Inc	Athletic Supplies/Baseball	01-4300-0000	865.89
P21-04268	TENNIS WAREHOUSE	Athletic Supplies/Tennis	01-4300-0000	1,370.69
			01-4410-0000	1,419.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P21-04277	AMAZON.COM	Classroom Supplies/Kerr	01-4300-6500	45.89
P21-04286	AMAZON.COM	Athletic Supplies/Baseball	01-4300-0000	83.54
P21-04290	AMAZON.COM	Athletic Training Supplies	01-4300-0000	133.83
P21-04291	AMAZON.COM	Supplies	01-4300-0000	7.80
P21-04292	AMAZON.COM	Supplies/Cards for QR Codes	01-4300-0000	75.76
P21-04296	AMAZON.COM	Technology Supplies	01-4300-3010	706.50
P21-04301	OFFICE DEPOT B.S.D.	Toner	01-4300-0000	3,881.27
P21-04303	OFFICE DEPOT B.S.D.	Supplies	01-4300-0000	75.30
P21-04310	AMAZON.COM	Athletic Supplies/Baseball	01-4300-0000	92.53
P21-04311	AMAZON.COM	Athletic Supplies/Baseball	01-4300-0000	64.94
P21-04312	AMAZON.COM	Athletic Supplies/Volleyball	01-4300-0000	1,954.48
P21-04313	MJB WELDING SUPPLY	Welding Repairs S/N 655-0115	01-5641-0000	2,268.86
P21-04314	MJB WELDING SUPPLY	Welding Repairs S/N 2440K0611	01-5641-0000	646.03
P21-04315	MJB WELDING SUPPLY	Welding Repairs S/N 2440K0611	01-5641-0000	236.25
P21-04316	MJB WELDING SUPPLY	Welding Repairs S/N MC061265N	01-5641-0000	291.25
P21-04318	Home Depot USA, Inc.	Ice Chests	01-4300-0000	347.68
P21-04330	Bases Loaded	Athletic Supplies/Baseball	01-4300-0000	562.47
P21-04332	AMAZON.COM	Classroom Supplies/Swarm/Science	01-4300-6500	50.04
P21-04333	AMAZON.COM	Classroom Supplies/Swarm	01-4300-6500	11.90
P21-04386	KING CLOTHING ATTN: ZAK KING	T-Shirts	01-4300-9010	2,619.65
P21-04387	JW PEPPER & SON, INC.	Classroom Supplies/Sleigh-Garcia	01-4300-0000	10.02
			01-4300-0004	130.46
P21-04396	CASCADE ATHLETIC SUPPLY CO.	Athletic Supplies/Game Balls	01-4300-0000	3,883.71
P21-04401	Waterboy Graphics LLC	Windscreens	01-4300-0000	11,851.81
P21-04409	AcuSpike	Athletic Supplies/Volleyball	01-4410-0000	3,368.63
P21-04413	Concourse Team Express LLC	Athletic Supplies/Tennis	01-4300-0000	3,029.11
P21-04420	OFFICE DEPOT B.S.D.	Toner	01-4300-0000	147.78
P21-04431	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Athletic Supplies/Baseball	01-4300-0000	240.29
			01-4410-0000	586.25

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P21-04456	AMAZON.COM	Classroom Supplies/Kearns	01-4300-3010	449.35
P21-04457	AMAZON.COM	Classroom Supplies/Spangler	01-4300-0004	192.69
P21-04458	AMAZON.COM	Portable Speakers	01-4300-0000	286.86
P21-04460	AMAZON.COM	Athletic Supplies/Baseball	01-4300-0000	119.06
P21-04463	Flora Fresh Inc	Athletics/Senior Night	01-4300-0000	133.16
Total Location				131,797.54
Location Loma Rica Elementary (21)				
P21-03794	ACCO BRANDS USA LLC	Laminator	01-4410-0003	2,179.49
P21-03835	AMAZON.COM	Teacher Chair-Rerucha	01-4300-1100	140.69
P21-04371	AMAZON.COM	Office Supplies	01-4300-1100	41.57
P21-04382	AMAZON.COM	Book Nook-Swaleh	01-4410-3010	245.09
P21-04384	TROXELL COMMUNICATIONS, INC.	Aver U70 Doc Cams	01-4300-3010	482.80
P21-04474	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-1100	220.27
Total Location				3,309.91
Location Maintenance (63)				
P21-03860	OFFICE DEPOT B.S.D.	Maintenance Supplies	01-4300-8150	203.23
P21-03868	LINCOLN AQUATICS	Maintenance/MHS Pool Pump	01-4410-8150	1,299.08
P21-03869	KONE INC	LHS Elevator Service Call and Repair	01-5642-8150	756.43
P21-03978	NATIONAL ANALYTICAL LABORATORIES, INC.	McKenney Intermediate/Asbestos & Lead Inspection	01-5801-8150	1,043.12
P21-03984	OFFICE DEPOT B.S.D.	MAINTENANCE SUPPLIES	01-4300-8150	94.76
P21-04017	MCCUMBER'S GLASS	Maintenance/DO Student Discipline	14-5642-0000	9,015.36
P21-04018	MCCUMBER'S GLASS	Maintenance/DO Auditorium/Theater	14-5642-0000	5,048.52
P21-04019	CARPET II INC. DBA PREMIER FLOORS	Maintenance/ Linda LVP Classroom	14-5642-0000	6,898.55
P21-04020	CARPET II INC. DBA PREMIER FLOORS	Maintenance/ Kynoch Laundry Room	14-5642-0000	683.74
P21-04021	CARPET II INC. DBA PREMIER FLOORS	Maintenance/MHS Athletic Training Room	14-5642-0000	3,657.31
P21-04022	COST U LESS PLUMBING	Maintenance/Covillaud Grease Trap	01-5801-8150	7,300.00
P21-04117	RUSSELL SIGLER, INC.	Maintenance/Arboga Preschool HVAC	01-5642-8150	3,142.00
P21-04129	COST U LESS PLUMBING	Maintenance/Cordua Plumbing Emergency	01-5801-8150	4,300.00
P21-04130	COST U LESS PLUMBING	Maintenance/Cordua Plumbing Emergency	01-5801-8150	1,800.00
P21-04179	MESCHER DOOR COMPANY	Maintenance/BOX VAN	01-5801-8150	170.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45)				
P21-04184	THE GARLAND COMPANY, INC	Maintenance/ McKenney S Bldg Materials	01-5642-8150	8,702.54
P21-04186	CAL-WEST CONCRETE CUTTING, INC	Maintenance/Marysville High School	01-5801-8150	300.00
P21-04245	WIKE RESTORATION INC.	Maintenance/Kynoch Laundry Room	01-5801-8150	1,950.00
P21-04324	GEORGE ROOFING	Maintenance/McKenney S Building	01-5642-8150	24,987.00
P21-04325	GEORGE ROOFING	Maintenance/ Foothill Roofing	01-5642-8150	13,924.00
Total Location				95,275.64
Location Marysville High (45)				
P21-03845	MAXI'S A.P. SERVICES	CTE MHS ECE MIDTHUN	01-5801-3550	2,750.00
P21-03870	Stitch It International	CTE MHS MEDIA KHAN	01-5491-3550	7,837.30
P21-03887	BUSH REFRIGERATION	CTE MHS ORN/HORT FARRAH	01-6491-6387	11,112.95
P21-03920	Muller Sports	Spring Officials	01-5801-0000	8,746.00
P21-03921	OFFICE DEPOT B.S.D.	Attendance Supplies	01-4300-0000	164.33
P21-03931	AMAZON.COM	Class Supplies	01-4300-0004	37.42
P21-03932	SULLIVAN SUPPLY, INC.	Classroom Supplies	01-4300-0004	258.61
P21-03933	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-3010	207.61
P21-03934	AMAZON.COM	Classroom Supplies	01-4300-0003	51.95
P21-03935	SANDERS PUMP & IRRIGATION	Classroom Supplies	01-4300-7010	181.98
P21-03936	SIGNWORX	Classroom Supplies	01-4300-0004	79.15
P21-03937	AIRGAS	Classroom Supplies	01-4300-0004	138.27
P21-03938	AMAZON.COM	Trainer Supplies	01-4300-0000	72.70
P21-03940	AMAZON.COM	Athletic Trainer Supplies	01-4300-0000	349.48
P21-03941	AMAZON.COM	Athletic Trainer Supplies	01-4300-0000	92.49
P21-03942	AMAZON.COM	Athletic Trainer Supplies	01-4300-0000	221.26
P21-03943	BSN SPORTS	Avenue Banners	01-4300-0004	9,060.53
P21-03946	SCHOOL SPECIALTY LLC	Classroom Supplies	01-4300-0004	367.49
P21-03947	AMAZON.COM	Classroom Supplies	01-4300-0004	242.99
P21-03948	FLINN SCIENTIFIC INC	Classroom Supplies	01-4300-0004	103.32
P21-03958	Home Depot USA, Inc.	Classroom Supplies	01-4300-0004	558.03
P21-03960	XENITH, LLC	Xenith-Football Helmets	01-5801-0000	5,899.69
P21-03961	AMAZON.COM	Athletic Dinner Supplies	01-4300-0000	269.22

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Board Report with Fund-Object-Resource by
Location

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PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
Location Marysville High (45) (continued)				
P21-03963	EAST BAY RESTAURANT SUPPLY, INC.	Camchillers	01-4300-0000	490.37
P21-04005	CDW-G COMPUTER CENTER	Canon Printer	01-4410-0004	942.58
P21-04008	Game Day Hydration	Hydration Stations	01-4410-0000	3,703.85
P21-04011	SCHOOL SPECIALTY	Teacher Chair	01-4300-0000	378.88
P21-04013	Flora Fresh Inc	Class Supplies	01-4300-7010	328.92
P21-04014	FLORAL RESOURCES SACRAMENTO	Classroom Supplies	01-4300-7010	254.66
P21-04040	FLORAL RESOURCES SACRAMENTO	Classroom Supplies	01-4300-0004	726.36
P21-04048	BSN SPORTS	Site Survey	01-4300-0000	1,051.06
P21-04054	HENRY SCHEIN COMPANY	Classroom Supplies	01-4300-0004	728.21
P21-04102	NWN CORPORATION	M404dn Printer	01-4300-3010	624.81
P21-04103	NWN CORPORATION	M404dn Printer	01-4300-0003	1,666.18
P21-04104	OFFICE DEPOT B.S.D.	Counseling Supplies	01-4300-0000	180.57
P21-04105	Graphic Design Marking Systems	Classroom Supplies	01-4300-0004	565.18
P21-04106	OFFICE DEPOT B.S.D.	English Ink	01-4300-0003	161.32
P21-04196	JOHN DEERE COMPANY	John Deere Tractor	01-6400-6387	42,354.57
P21-04198	TROXELL COMMUNICATIONS, INC.	Projectors	01-4410-0003	1,094.41
P21-04199	CDW-G COMPUTER CENTER	Laptops and Desktops	01-4410-0003	18,603.98
P21-04200	AMAZON.COM	CTE MHS AGR BISBY	01-4300-7010	815.86
P21-04201	AMAZON.COM	CTE MHS AGR VOLTZ	01-4300-7010	119.06
P21-04202	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-6500	229.47
P21-04203	Home Science Tools	Classroom Supplies	01-4300-0004	143.92
P21-04204	NASCO	Classroom Supplies	01-4300-0004	425.58
P21-04205	AMAZON.COM	Classroom Supplies	01-4300-0004	44.44
P21-04206	NIMCO, INC.	Classroom Supplies	01-4300-0004	97.37
P21-04208	AMAZON.COM	Classroom Supplies	01-4300-0004	130.86
P21-04209	HILLYARD THE CLEANING RESOURCE	Sanitizing Sprayer	01-4410-7420	1,223.23
P21-04227	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-0003	154.65
P21-04228	AMAZON.COM	Classroom Supplies	01-4300-0004	68.10
P21-04343	Anatomage Inc.	CTE MHS MEDICALWRIGHT	01-6400-0004	76,023.69

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Board Report with Fund-Object-Resource by Location

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P21-04345	Stafford Press Inc.	CTE MHS AG BISBY	01-4410-0004	4,420.19
P21-04385	AMAZON.COM	CTE MHS AG VOLTZ	01-4300-7010	119.06
P21-04435	SIGNWORX	CTE MHS AG/Coughlin	01-4300-7010	534.76
P21-04444	Valdez Easy Tow Trailers	CTE MHS AG MECH VOLTZ	01-6491-3550	6,154.01
P21-04445	OFFICE DEPOT B.S.D.	Classroom supplies	01-4300-0004	514.89
P21-04446	OFFICE DEPOT B.S.D.	AP Office Supplies	01-4300-0000	668.37
P21-04448	MJB WELDING SUPPLY	CTE MHS AG MECH/VOLTZ	01-4410-3550	3,252.34
P21-04465	AIRGAS	CTE MHS AG MECH/VOLTZ	01-4300-3550	166.03
P21-04469	AMAZON.COM	Classroom Supplies	01-4300-0004	30.10
P21-04470	OFFICE DEPOT B.S.D.	Ink	01-4300-3010	176.23
Total Location				218,170.89
Location McKenney Intermediate (37)				
P21-04007	SUTTER BUTTES COMMUNICATIONS	OFFICE	01-4300-1100	1,255.70
P21-04036	The Tree House, Inc.	OFFICE	01-4300-3010	846.95
P21-04039	ACHIEVERS, INC.	8th grade promotion gowns	01-5630-0000	3,450.78
P21-04084	Waterboy Graphics LLC	OFFICE	01-4300-1100	2,414.25
			01-4300-6690	1,400.00
P21-04085	TROXELL COMMUNICATIONS, INC.	Projectors and Mounts	01-4410-3010	4,849.60
P21-04086	TROXELL COMMUNICATIONS INC	Headphones	01-4300-3010	2,435.63
P21-04087	CDW-G COMPUTER CENTER	Otterboxes for iPads	01-4300-3010	104.01
P21-04088	APPLE COMPUTER INC	iPads	01-4300-3010	871.84
P21-04089	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-3010	101,835.00
P21-04353	AMAZON.COM	GREMINGER	01-4300-1100	23.80
P21-04357	AMAZON.COM	LIBRARY	01-4200-3010	266.87
P21-04358	DEMCO	LIBRARY	01-4300-1100	54.06
P21-04363	KING CLOTHING ATTN: ZAK KING	8TH GRADE PROMOTION	01-4300-1100	1,691.41
P21-04383	NWN CORPORATION	M404dn Printer & Toner	01-4300-3010	1,361.79
P21-04466	AMAZON.COM	CALCULATORS	01-4300-1100	329.12
P21-04468	AMAZON.COM	OFFICE	01-4300-1100	31.61
Total Location				123,222.42

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73)				
P21-03840	Rich Products Corporation	Commodity order	13-9325-5310	4,594.32
P21-03841	WCP Solutions	COVID Packaging	13-9326-5310	3,556.01
P21-03842	SYSCO SACRAMENTO, INC.	COVID Packaging	13-9326-5310	4,296.06
P21-03913	LAND O'LAKES, INC	Commodity Order	13-9325-5310	2,704.95
P21-03914	PRO PACIFIC FRESH	4/27/21 Yogurt Delivery	13-9325-5310	4,340.00
P21-04003	PRO PACIFIC FRESH	5/4/21 Yogurt Delivery	13-9325-5310	3,472.00
P21-04004	GOLD STAR FOODS	Direct Order delivery 4/19/21	13-9325-5310	789.50
P21-04049	WAWONA FROZEN FOODS	Commodity Order	13-9325-5310	2,876.40
P21-04050	WCP Solutions	COVID-19 Packaging	13-9326-5310	5,032.00
P21-04051	SYSCO SACRAMENTO, INC.	COVID Packaging	13-9326-5310	3,391.96
P21-04339	DON LEE FARMS	Commodity Order	13-9325-5310	15,923.08
P21-04340	PILGRIM'S PRIDE CORPORATION	Commodity Order	13-9325-5310	8,677.20
P21-04341	J M SMUCKERS	Commodity Order	13-9325-5310	12,905.10
P21-04344	OFFICE DEPOT B.S.D.	Nutrition Services Kitchen Office Toner	13-4300-5310	351.29
P21-04375	SYSCO SACRAMENTO, INC.	COVID-19 Packaging	13-9326-5310	4,765.67
Total Location				77,675.54
Location Olivehurst Elementary (25)				
P21-03852	AMAZON.COM	Tech Order	01-4300-1100	8.06
P21-03874	TROXELL COMMUNICATIONS, INC.	Headphones	01-4300-0003	3,780.36
P21-04043	Home Depot USA, Inc.	Open Admin Home Depot PO Dates: 4/15/21 - 6/04/21	01-4300-1100	450.00
P21-04045	AMAZON.COM	Computer Ink	01-4300-1100	90.44
P21-04230	AMAZON.COM	Soccer Nets	01-4300-0004	64.91
P21-04349	AMAZON.COM	Student Supplies	01-4300-0003	55.18
P21-04359	AMAZON.COM	Student Supplies	01-4300-0003	225.68
P21-04450	CURRICULUM ASSOCIATES LLC	Student Supplies	01-4300-0003	259.48
P21-04467	AMAZON.COM	Tech Supplies	01-4300-1100	49.78
Total Location				4,983.89
Location Personnel (113)				
P21-03910	OFFICE DEPOT B.S.D.	PERSONNEL/Ramiro/Yvonne/Mary	01-4300-0000	129.85
P21-03939	PLACER CO OFFICE OF EDUCATION	PERSONNEL-20-21 PCOE Admin Induction Program	01-5801-4035	5,000.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Personnel (113) (continued)				
P21-04182	McKenna Educational	20-21 Fact Finding Hearing	01-5801-0000	3,300.00
P21-04317	SUTTER COUNTY SCHOOLS	CASP FEE ALICIA WRIGHT	01-5801-4035	2,500.00
P21-04408	Target Success, Inc.	TARGET SUCCESS ANNUAL SUBSCRIPTION	01-5801-0000	1,265.00
P21-04454	SMILE BUSINESS PRODUCTS, INC.	Copier/Office	01-4450-0000	5,714.52
Total Location				17,909.37

Location Print Shop (67)				
P21-03853	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-0000	76.40
P21-04369	SPICER'S PAPER, INC.	Paper	01-4300-0000	11,327.85
P21-04370	SPICER'S PAPER, INC.	Graduation Paper	01-4300-0000	1,368.44
Total Location				12,772.69

Location Pupil Services (202)				
P21-03804	OFFICE DEPOT B.S.D.	Student Services - Rm 204	01-4300-0000	45.78
P21-03972	VERIZON WIRELESS	iPhone Pro Max-Crystal Westmoreland	01-4410-6512	737.99
P21-03988	AMAZON.COM	Headphones for Student services	01-4300-0000	86.58
P21-03989	OFFICE DEPOT B.S.D.	Speech - Janice	01-4300-6500	192.86
P21-03994	ProCare Therapy	Contract Speech Therapists	01-5100-6500	27,439.00
P21-04000	SCHOOL SPECIALTY	Wall Run IEEEP grant	01-4410-8150	10,424.76
P21-04241	GOVCONNECTION, INC.	Health Services office printer	01-4410-0000	648.37
P21-04269	PRO-ED	Speech Protocols - Jessica Irving	01-4300-6500	223.08
P21-04271	PRO-ED	Speech Protocols - Jessica Irving	01-4300-6500	446.17
P21-04322	PEARSON CLINICAL ORDER DEPT.	Speech Protocols - Jessica Irving	01-4300-6500	154.26
P21-04323	PEARSON CLINICAL ORDER DEPT.	Speech Protocols - Jessica Irving	01-4300-6500	253.31
P21-04621	Project Wayfinder Inc	SEL Summer School Curriculum and teacher training	01-5801-7425	29,150.00
Total Location				69,802.16

Location Purchasing (104)				
P21-04112	Pitney Bowes Reserve Account	District - Postage 2020-21 SY	01-5910-0000	10,000.00

Location South Lindhurst (47)				
P21-03809	AMAZON.COM	FFA	01-4300-7010	472.39
P21-03823	SUTTER ORCHARD SUPPLY	FFA Supplies	01-4300-7010	1,285.00

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

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Includes Purchase Orders dated 04/01/2021 - 05/01/2021

Board Meeting Date May 25, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location South Lindhurst (47) (continued)				
P21-03991	CALIFORNIA ASSN FFA ATTN: JENNIFER STOCKTON	Virtual 5K for FFA	01-5890-7010	150.00
P21-03992	J'S PARTY RENTALS & DECOR	Chairs for graduation	01-5630-1100	1,070.00
P21-03998	Herff Jones of Northern CA	Gowns	01-5630-0000	1,101.44
P21-04156	AMAZON.COM	Graduation wristbands	01-4300-1100	47.62
P21-04336	AMAZON.COM	USB Adapter	01-5711-1100	77.88
P21-04337	AMAZON.COM	External DVD	01-4300-0004	139.32
P21-04338	SUTTER ORCHARD SUPPLY	FFA Kennel	01-4410-7010	648.42
Total Location				4,992.07

Location Student Discipline/Attendance (109)				
P21-03791	CDW-G COMPUTER CENTER	Acrobat Pro (latest version)	01-4300-0000	110.57
P21-03811	OFFICE DEPOT B.S.D.	Ink for att and disc office	01-5220-0000	213.46
P21-04140	Waterboy Graphics LLC	SAFETY COVERS FOR WINDOWS FOR KYNOCH	01-4300-0004	11,037.50
P21-04141	KING CLOTHING ATTN: ZAK KING	Vest Order for Cafe Staff	01-4300-0000	359.00
P21-04144	SUTTER BUTTES COMMUNICATIONS	Radios for FHS	01-4300-0000	1,923.55
P21-04171	OFFICE DEPOT B.S.D.	MISC OFFICE SUPPLIES	01-4300-0000	54.14
P21-04320	CONSCIOUS DISCIPLINE	CONSCIOUS DISCIPLINE LICENSES FOR TRAININGS	01-5801-0004	5,500.00
P21-04423	OFFICE DEPOT B.S.D.	MISC OFFICE SUPPLIES	01-4300-0000	86.16
Total Location				19,284.38

Location Superintendent (101)				
P21-04421	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-0000	95.54

Location Technology (102)				
P21-03856	GRAYBAR	Proposal - MJUSD Fiber Project	01-4300-0000	4,840.51
P21-03858	AMAZON.COM	Tech Supplies	01-4300-0000	131.99
P21-04272	AMAZON.COM	Office Supplies	01-4300-0000	129.22
P21-04273	AMAZON.COM	Network Supplies	01-4300-0000	83.54
P21-04319	MOSLYE CORPORATION	Mosyle Manager License Fee Subscription	01-5801-0000	5,265.15
Total Location				10,450.41

Location Transportation (69)				
P21-03895	OFFICE DEPOT B.S.D.	Office supplies	01-4300-0230	386.43

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Includes Purchase Orders dated 04/01/2021 - 05/01/2021

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Transportation (69) (continued)				
P21-04009	AMAZON.COM	Running boards	01-4300-0230	208.54
P21-04195	AMAZON.COM	Key tags	01-4300-0230	20.56
P21-04355	AMAZON.COM	Chromebits and keyboards	01-4300-0230	449.17
P21-04356	TROXELL COMMUNICATIONS, INC.	Television and Mounting Brackets	01-4410-0230	4,095.03
P21-04362	AMAZON.COM	USB cables	01-4300-0230	14.70
P21-04373	AMAZON.COM	Ethernet Cable Splitter/USB Splitter	01-4300-0230	22.45
P21-04473	AMAZON.COM	Chromebit/stapler	01-4300-0230	238.20
Total Location				5,435.08
Location Warehouse (71)				
P21-03974	VERIZON WIRELESS	iPhone 12 Pro Max for Cloyd Young	01-4410-0000	737.99
P21-04024	HILLYARD THE CLEANING RESOURCE	Whs Stock 2020-21	01-9320-0000	1,702.99
P21-04134	WAXIE SACRAMENTO	Air Purifiers	01-4300-7420	5,150.32
P21-04188	CARE LAB C/O TOM FERGUSON	Warehouse Stock 2020-21	01-9320-0000	604.04
P21-04189	SOUTHWEST SCHOOL & OFFICE SUPPLY	20-21 Whs Stock	01-9320-0000	8,126.37
P21-04190	HILLYARD THE CLEANING RESOURCE	Whs Stock 2020-21	01-9320-0000	343.10
P21-04191	PYRAMID SCHOOL PRODUCTS	20/21 WHS Stock	01-9320-0000	3,195.71
P21-04192	RAYVERN LIGHTING SUPPLY	20-21 Whs Stock	01-9320-0000	244.86
P21-04193	STANDARD STATIONERY SUPPLY CO	20/21 WHS Stock	01-9320-0000	37.15
P21-04194	Home Depot USA, Inc.	Mini Fridge	01-4300-0000	247.89
Total Location				20,390.42
Location Yuba Feather K-6 (29)				
P21-03806	OFFICE DEPOT B.S.D.	Yuba Feather School	01-4300-0003	187.92
P21-03807	AMAZON.COM	Yuba Feather School	01-4300-0004	34.10
P21-03814	OFFICE DEPOT B.S.D.	Yuba Feather School	01-4300-1100	58.12
P21-03995	MCNALLY APPLIANCE	Yuba Feather School	01-4300-1100	25.50
			01-5641-1100	261.31
P21-04118	ABC SCHOOL EQUIPMENT	Blackout drapes offices and classrooms	01-4300-1100	7,424.65
P21-04120	TROXELL COMMUNICATIONS, INC.	Projectors, mounts, carts, elmos	01-4410-3010	16,053.48
P21-04122	CDW-G COMPUTER CENTER	Admin Computer & 24" monitor	01-4300-1100	215.88
			01-4410-1100	1,212.40

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Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 04/01/2021 - 05/01/2021

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location: Yuba Feather K-6 (29) (continued)				
P21-04123	CDW-G COMPUTER CENTER	Laptops	01-4410-0003	4,611.99
P21-04233	ABC SCHOOL EQUIPMENT	Stage Curtains	01-4300-0004	1,000.00
			01-4300-1100	8,328.54
P21-04367	AMAZON.COM	Yuba Feather School	01-4300-0004	37.86
P21-04368	Home Depot USA, Inc.	Yuba Feather School	01-4300-1100	1,056.17
P21-04389	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Yuba Feather School	01-4300-6500	241.29
P21-04433	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Yuba Feather School	01-4300-1100	1,586.44
Total Location				42,335.65

Location: Yuba Gardens Intermediate (39)				
P21-03962	AMAZON.COM	GATES/HAYS	01-4300-1100	186.95
P21-04010	AMAZON.COM	JOSH/HAYS	01-4300-3010	82.22
P21-04046	AMAZON.COM	JOSH/HAYS	01-4300-1100	113.27
P21-04091	AMAZON.COM	WATERS/GATES	01-4300-3010	235.76
P21-04197	TROXELL COMMUNICATIONS INC	Chromebook Carts	01-4410-3010	7,491.98
P21-04207	AMAZON.COM	MULTI - TEACHERS	01-4300-0003	237.02
P21-04342	AMAZON.COM	Yuba Gardens ASES	01-4300-6010	541.14
P21-04347	AMAZON.COM	HAYS/GATES	01-4300-0003	2,290.67
P21-04449	STEWART, AMERICA'S PREMIER SIGN COMPANY	HAYS/GATES	01-4300-1100	63.00
Total Number of POs			679	
Total Location				11,242.01
Total				2,491,534.49

Fund Recap

Fund	Description	PO Count	Amount
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Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	573	2,186,485.80
09	Chntr Schs	20	31,285.65
12	Child Dev	63	139,680.35
13	Cafeteria	15	77,675.54
14	Def Maint	6	54,998.48
24	MJ G BND9P	1	934.92
25	Cap Fac	1	473.75
Total			<u>2,491,534.49</u>

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Includes Purchase Orders dated 04/01/2021 - 05/01/2021

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P21-00005	23,141.40	01-4300	Gen Fund/Mat&Suppli	1,843.51
P21-00012	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P21-00014	16,373.12	01-4300	Gen Fund/Mat&Suppli	2,628.18
P21-00041	63,190.94	01-4300	Gen Fund/Mat&Suppli	7,200.00
P21-00061	1,298.67	01-4300	Gen Fund/Mat&Suppli	298.67
P21-00064	102.63	01-4300	Gen Fund/Mat&Suppli	2.63
P21-00070	11,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P21-00072	1,500.00	01-4300	Gen Fund/Mat&Suppli	500.00
P21-00074	1,242.58	01-4300	Gen Fund/Mat&Suppli	342.58
P21-00149	40,000.00	12-4300	Child Dev/Mat&Suppli	7,285.07
P21-00151	10,000.00	12-4300	Child Dev/Mat&Suppli	5,000.00
P21-00186	11,000.00	01-4330	Gen Fund/Supp Vehic	3,000.00
P21-00217	300.00	01-4300	Gen Fund/Mat&Suppli	200.00
P21-00224	8,000.00	01-4364	Gen Fund/Tools/Part	2,000.00
P21-00228	450.00	01-4300	Gen Fund/Mat&Suppli	200.00
P21-00278	4,530.60	01-5621	Gen Fund/Maint Cont	420.72
P21-00357	250.00	01-4300	Gen Fund/Mat&Suppli	50.00
P21-00428	11,669.99	01-5621	Gen Fund/Maint Cont	506.00-
		01-5630	Gen Fund/Rents/Leas	360.82-
			Total for P21-00428	866.82-
P21-00514	530,000.00	01-5830	Gen Fund/Legal	230,000.00
P21-00540	21,228.91	01-4300	Gen Fund/Mat&Suppli	727.43
P21-00569	464.00	01-4300	Gen Fund/Mat&Suppli	130.00
P21-00636	36,604.00	13-5801	Cafeteria/Contracts	14,000.00-
P21-00639	22,000.00	13-5641	Cafeteria/Equip Repa	12,000.00
P21-00640	6,000.00	13-5641	Cafeteria/Equip Repa	9,000.00-
P21-00973	21,168.20	09-5801	Chntr Schs/Contracts	5,376.00
P21-01042	800.00	01-4300	Gen Fund/Mat&Suppli	300.00
P21-01069	25,000.00	01-5641	Gen Fund/Equip Repa	6,000.00

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PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P21-01203	343,673.00	01-5100	Gen Fund/SERVICES	113,499.12
P21-01313	10,080.00	09-5801	Chrt Schs/Contracts	1,904.00
P21-01377	17,500.00	01-5801	Gen Fund/Contracts	7,500.00
P21-01397	33,596.00	01-5860	Gen Fund/NPS Tuitio	2,800.00
P21-01506	2,300.00	01-4300	Gen Fund/Mat&Suppli	300.00
P21-02380	17,444.00	01-5642	Gen Fund/Oth Maint&	144.00
P21-02749	739.65	01-4300	Gen Fund/Mat&Suppli	265.89-
P21-02866	7,263.00	13-4716	Cafeteria/Produce	1,263.00
P21-02933	4,500.00	09-5890	Chrt Schs/Other Serv	375.00
P21-02964	4,999,165.00	01-7142	Gen Fund/Tuition Ct	362,415.00-
P21-03217	6,778.50	01-4450	Gen Fund/Equip NonC	300.00
P21-03260	103.44	01-4200	Gen Fund/Oth Ref Bk	1.29-
P21-03283	4,092.91	01-4410	Gen Fund/Equip NonC	259.80
P21-03485	700.00	01-4361	Gen Fund/Fuel	500.00
P21-03618	775.00	01-5801	Gen Fund/Contracts	175.00
P21-03632	63,560.00	01-4300	Gen Fund/Mat&Suppli	4,447.50
P21-03737	20,367.00	01-4300	Gen Fund/Mat&Suppli	1,659.00
P21-03751	850.00	01-5910	Gen Fund/Postage	400.00
P21-03760	13,985.90	01-4410	Gen Fund/Equip NonC	644.09
Total PO Changes				37,126.30

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Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Yuba

915 8th Street

Marysville, CA 95901

From: (Public Agency): Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

(Address)

Project Title: Arboga Elementary School Improvements Project

Project Applicant: Marysville Joint Unified School District

Project Location - Specific:

Arboga Elementary School located at 1686 Broadway St, Olivehurst, CA 95961

Project Location - City: Olivehurst

Project Location - County: Yuba

Description of Nature, Purpose and Beneficiaries of Project:

The project includes the demolition of (1) classroom portable and the construction of (1) multipurpose building, (11) classrooms, associated parking area, and various site work. The net classroom gain of this site is (10) classrooms. The main beneficiaries of this project are the students and faculty of the school.

Name of Public Agency Approving Project: Marysville Joint Unified School District

Name of Person or Agency Carrying Out Project: _____

Exempt Status: (check one):

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☒ Categorical Exemption. State type and section number: Class 14: Section 15314

☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Class 14 consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or 10 classrooms, whichever is less. The proposed demolition of a classroom portable and the construction of one multipurpose building, and 11 new classrooms would not increase the student capacity of the campus by more than 25%. The net classroom gain is 10.

Lead Agency

Contact Person: Penny Lauseng

Area Code/Telephone/Extension: 530-749-6114

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

Signature: _____ Date: _____ Title: Asst. Supt. Bus. Ser.

☒ Signed by Lead Agency ☒ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.

Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

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Revised 2011

4. CONTRACT

This Contract ("Contract") is made by and between the Marysville Joint Unified School District ("District"), and The KYA Group ("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: **Preschool Playground Replacement Project for Kynoch Elementary School.**

2. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Forms, the required Bonds and the Insurance forms, the Notice to Bidders, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions and any special conditions, 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 One Hundred Forty-Eight Thousand Three Hundred Eighty-Six Dollars and Sixty-Nine Cents (\$148,386.69), 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 34 calendar days from the starting date. Time is of the essence in the performance of this Contract.

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Business Services Department
Approval: PL
Date: 5-13-21

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

Title

Date

The KYA Group KYAServices LLC
Contractor Name

License #984827 Exp: 6/30/21
Contractor License No.
and Expiration Date

Terri Bell
Individual Signature Terri Bell

Director
Title

May 13, 2021
Date



For: _____
Corporation or Partnership

If Corporation, Seal Below.

4. CONTRACT

This Contract ("Contract") is made by and between the Marysville Joint Unified School District ("District"), and United Building Contractors ("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: **Marysville High School Roofing for Equipment Wells.**

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 Eleven Thousand Five Hundred Dollars (\$ 11,500.00), 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 35 calendar days from the starting date. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

Business Services Department

Approval: PR

Date: 5-14-21

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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

Title

Date

United Building Contractors, Inc.

Contractor Name

License # 679303 Exp: 09/30/2022

Contractor License No.
and Expiration Date


Signature

James Gilmore, President

Title

May 11, 2021

Date

For: United Building Contractors, Inc.
Corporation or Partnership

If Corporation, Seal Below.

4. CONTRACT

This Contract ("Contract") is made by and between the Marysville Joint Unified School District ("District"), and George Roofing ("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: **Linda Elementary School Roofing Project for the first and second north wings.**

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 **One Hundred Sixty-Four Thousand Three Hundred Eighty-Three Dollars (\$ 164,383.00)**, 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 **35** calendar days from the starting date. Time is of the essence in the performance of this Contract.

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Business Services Department

Approval: RL

Date: 5-14-21

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
Title Business Services

Date

George Roofing
Contractor Name

License # 452266 Exp: 02/28/2022
Contractor License No.
and Expiration Date


Individual Signature

Corp. Secretary
Title

05/07/2021
Date

For: _____
Corporation or Partnership

If Corporation, Seal Below.



4. CONTRACT

This Contract ("Contract") is made by and between the Marysville Joint Unified School District ("District"), and American Foam Experts ("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: **Linda Elementary School Roofing Portable #5 and S building.**

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 Fifty-Three Thousand Ninety Dollars (\$ 53,090.00), 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 35 calendar days from the starting date. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

72

Business Services Department

Approval: PL

Date: 5-14-21

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

Title

Date

American Foam Experts
Contractor Name

License # 969486 Exp: 01/31/2022
Contractor License No.
and Expiration Date

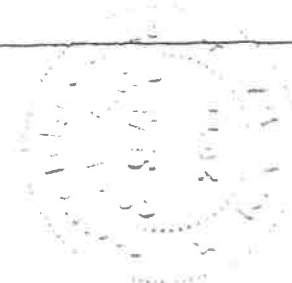

Individual Signature

President
Title

05/10/2021
Date

For: Pacific Polymer, Inc. Corporation
Corporation or Partnership

If Corporation, Seal Below.



4. CONTRACT

This Contract ("Contract") is made by and between the Marysville Joint Unified School District ("District"), and **HB Restoration, 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: **Olivehurst, Yuba Gardens , and Marysville High School Painting.**

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 **Three Hundred Twenty-Three Thousand One Hundred Twenty Dollars (\$323,120)**, 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 **49** calendar days from the starting date. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

74

Business Services Department

Approval : YR

Date: 5-14-21

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

Title

Date

HB Restoration
Contractor Name

License #1034975 Exp: 01/31/2021
Contractor License No.
and Expiration Date


Dimitrios P. Rozakis
Individual Signature

CEO
Title

05/11/2021
Date

For: _____
Corporation or Partnership

If Corporation, Seal Below.

2520 Venture Oaks Way, Suite 440
Sacramento, California 95833
Phone: 916-682-9494
Fax: 916-682-0990
PBK.com

May 12, 2021

VIA: Email



Mr. Travis Barnett
Director
Building and Grounds
Marysville Joint Unified
School District
1919 B Street
Marysville, CA 95901
E-mail: tbarnett@mjud.k12.ca.us

Re: Fee Proposal – Mary Covillaud Elementary School - Classroom/Admin/Sitework Additions

Dear Travis:

On behalf of PBK, thank you for allowing our firm the opportunity to provide Marysville Joint Unified School District with a proposal for Architectural / Engineering services for the construction of new classroom and administration building facilities, as well as site upgrades for Mary Covillaud Elementary School located at 628 F Street, Marysville CA.

Our team maintains and perpetuates a positive "can do" office culture that is centered on delivering the needs of our client. It is truly our intention to become an extension of your staff and create a seamless partnership in facilitating all services required for this project. We listen carefully to the District's objectives to provide creative and cost effective solutions, while providing all the necessary resources and experience to collaboratively solve any challenge through the design and construction process.

After our site walk and discussions, and consistent with our Architectural Services Master Agreement, dated June 26, 2018, we propose our scope and fee for architectural and engineering services as follows:

I. PROJECT DESCRIPTION:

- A. Addition of new buildings and site improvements at campus to include the following design components:
1. Addition of new 2-story classroom buildings for approximately 16 classrooms with supporting facilities of restrooms, custodian, electrical and mechanical rooms. Buildings to be a pre-engineered/pre-manufactured steel frame componentized building to be purchased by the District.
 2. New administration building to be stick built on site.
 3. Demolition/removal of 8 existing portable classroom.
 4. Demolition of existing administration building.
 5. Upgraded sitework at new buildings.
 6. New bus and auto drop-offs.
 7. Additional parking.
 8. Playground and hard-court upgrades as needed.
 9. ADA path of travel upgrades, as required by DSA
 10. Updated gas, sewer, and water service lines, as required
 11. Updated electrical mains and distribution, as required
 12. Updated storm drainage system, as required.
 13. Fire alarm and upgrades as required.

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14. Underground overhead power lines and coordination with PG&E, if budget allows.
15. Project to have phased construction under a Lease-Lease Back delivery model.
16. TOTAL PROJECT BUDGET is \$20 million with approximate 25% soft costs for a hard construction cost of \$16 million, less 5% contingency for a total of \$15.2 million.

II. ARCHITECTURAL/ENGINEERING SCOPE OF SERVICES:

- A. Programming/Site Planning
 1. Development spatial/functional program
 2. Meeting with District, as required
 3. Confirmation of project budget and timeline
 4. Development of site master plan.
- B. Schematic Design
 1. Development of design, including exploration of multiple options
 2. Meetings with District as required
 3. Meetings with DSA and local agencies
 4. Development of design layouts, elevations, systems and components for costing in conjunction with classroom building manufacturer.
 5. Development of the following plans: site plan, floor plan, exterior elevations, building sections, finishes, grading and drainage plan, utility plan and landscape plan.
 6. Outline specifications
 7. Color renderings
 8. Coordination and meetings with LLB contractor for costing and constructability input.
 9. Cost estimate review.
- C. Design Development
 1. Refinement and development of Schematic Design
 2. Meetings with District, as required
 3. Meetings with DSA and local agencies.
 4. Meetings with building manufacturer and LLB contractor as required.
 5. Development of design with building manufacturer to identify systems and components for costs and value engineering
 6. Development and refinement of architectural, civil, landscape, site electrical, fire alarm and low voltage. Structural, mechanical and electrical development concepts to be provided by building manufacturer for classroom buildings and PBK for administration building.
 7. Development of interior architecture
 8. Finish material selections with color/material boards
 9. Outline specifications update
 10. Color renderings
 11. Cost estimate review.
- D. Construction Documents Phase
 1. Refinement and development of Design Development
 2. Meetings with District, as required
 3. Meetings with building manufacturer and LLB contractor as required.
 4. Provide final site, civil, landscape, site electrical, fire sprinkler, fire alarm and low voltage design and drawings. Building manufacturer to provide final architectural, structural, mechanical, electrical and plumbing design and drawings on classroom buildings and PBK to provide on administration building.
 5. Finalize interior architecture
 6. Update finishes and materials and color boards
 7. Final specifications
 8. Integrate District Division 0&1 into specifications
 9. SWPPP Plan
 10. Engineering calculations for: Structural, HVAC, plumbing, electrical grading, low voltage and drainage
 11. Title 24 documentation
 12. Design of on-site water retention system, as required
 13. Update cost estimate

- E. DSA Approval / 100% CDs
 - 1. Submission to DSA with required forms
 - 2. Coordinate and assist building manufacturer with DSA submittal and approvals as needed.
 - 3. Respond to DSA comments and revise documents
 - 4. Integrate District comments to plans
 - 5. QA/QC review and revisions
 - 6. DSA back check approval meeting
- F. Bidding
 - 1. Pre-bid meeting to be conducted by LLB contractor
 - 2. Respond to questions
 - 3. Prepare addendums and submit to DSA for approval
 - 4. Attend bid opening
- G. Construction Administration
 - 1. Set up DSA box
 - 2. Monitor DSA box
 - 3. Respond to DSA questions
 - 4. Prepare CCDs and submit for DSA approval
 - 5. Attend and lead weekly site meetings. Prepare agenda and minutes
 - 6. Coordinate with IOR
 - 7. Review submittals and shop drawings
 - 8. Prepare punch list
 - 9. Attend final site walk
 - 10. Coordinate with District Commissioning Agent, as required
 - 11. Prepare DSA paperwork
- H. Project Closeout
 - 1. Submit to/monitor DSA box to achieve certification
 - 2. Review O&M manuals
 - 3. Assist District personnel in start-up

III. **SERVICES NOT INCLUDED:**

- A. Topographic survey by district.
- B. Geotechnical and Geohazard report by District.
- C. Utility locating survey by district.
- D. Boundary survey by District.
- E. Commissioning
- F. SWPPP monitoring/implementation during calculations
- G. SWPPP amendments
- H. Annual reports and notice of termination to State Water Resource Control Board
- I. Construction staking
- J. CEQA related activities and filings
- K. Agency fees
- L. Photovoltaic system design
- M. CHPs and LEED design or documentation
- N. Cal Green tier one and tier two measure compliance

IV. **PROPOSED FEES:**

- A. Compensation shall be as defined in Architectural Services Master Agreement. Fee shall be based on following percentages:

9% x \$1,000,000	= \$90,000
8-1/2% x \$1,000,000	= \$85,000
8% x \$1,000,000	= \$80,000
7% x \$4,000,000	= \$280,000
6% x \$4,000,000	= \$240,000

78

$$\begin{aligned} 5-1/2\% \times \$4,200,000 &= \$231,000 \\ \$15,200,000.00 &= \$1,006,000 \end{aligned}$$

In recognition of the use of pre-engineered/pre-manufactured buildings, designs and drawings for classroom buildings, our fee shall be reduced 20% (\$201,200) for a total estimated fee equal to ***Eight Hundred Four Thousand Eight Hundred Dollars (\$804,800.00)***, plus reimbursable additional fees in paragraph C below.

B. Payments shall be as follows:

Schematic Design (includes programming)	25%
Design Development	15%
Construction Documents	25%
DSA	5%
Bidding	5%
Construction Administration	20%
Project Close-out	5%

- C. Additional reimbursable fees to be paid for services by **Warren Consulting Engineers**, beyond basic services of agreement, noted for: **topographic survey, boundary survey and utility service locating. Fee shall be an allowance of Sixty Thousand Dollars (\$60,000)** with actual costs to be deducted from allowance.
- D. Additional services shall be done on an hourly rate basis upon approval of the District or by means of a negotiated and agreed fixed fee, as outlined in the Architectural Services Master Agreement. See Attachment "A" for rate sheet.
- E. Reimbursable expenses shall be as defined in Architectural Services Master Agreement.

V. **SCHEDULE:**

- A. See Attachment "B."

Thank you for the opportunity to team with you on this most exciting project. Feel free to contact me should you have any questions.

Sincerely,



Gary J. Gery, AIA C-17626
Principal, PBK

Attachments

Pennus Lausena
Assistant Superintendent
Marysville Joint
Unified School District

Attachment A

Effective June 1, 2020 - May 31, 2021

HOURLY BILLING RATES

Principal in Charge	\$225.00
Design Director	\$215.00
Senior Project Manager	\$205.00
Senior Project Architect	\$205.00
Project Manager	\$185.00
Project Architect	\$180.00
Project Leader / Technical Leader	\$150.00
Project Coordinator	\$130.00
Architectural Intern / Designer	\$115.00
Intern	\$ 90.00
Senior Project Designer	\$200.00
Project Designer	\$185.00
Design Leader	\$140.00
Designer II	\$135.00
Designer	\$110.00
Senior Educational Facilities Planner	\$230.00
Facilities Planner	\$185.00
Senior Construction Administrator	\$210.00
Construction Administrator	\$175.00
Sustainable Designer	\$160.00
Specification Writer	\$185.00
Agency Compliance	\$110.00
Cost Estimator	\$210.00
Clerical / Office	\$100.00



Attachment B

Marysville Joint Unified School District

“Proposed DESIGN AND CONSTRUCTION SCHEDULE”

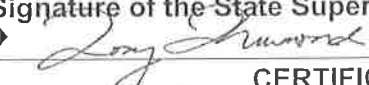

Mary Covillaud Elementary School Additions May 12, 2021

Proposal Submitted	May 12, 2021
Proposal Approved	May 25, 2021
Kick-off Meeting	June 1, 2021
Programming/Master Plan Complete.....	June 30, 2021
Schematic Design Page Turn	July 31, 2021
Design Development Page Turn	September 30, 2021
50% Construction Document Page Turn with District	November 30, 2021
95% Construction Document Page Turn with District.....	January 31, 2022
Submittal to DSA for Plan Review	February 20, 2022
DSA Review Complete	August 1, 2022
DSA Approval.....	August 31, 2022
GMP Developed	September 30, 2022
Construction Start	October 15, 2022
Construction Complete	September 30, 2023
Move In	October 15, 2023

Schedule is subject to change based on input from District on deadlines and building manufacturer on their delivery of documents and building components and shall be adjusted as necessary for final district approval.

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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	15332	72736	00
Attention District Superintendent or School Administrator				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Nutrition Services Division				Resource Code	Revenue Object Code		58
Telephone 530-749-6178				5454	8290		INDEX
Name of Grant Program Team Nutrition Training Grant							0190
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$8,500.00		\$8,500.00		4-1-21	8-31-22	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
10.574	8CA300150	2021 Team Nutrition Training Grant			USDA		
<p>I am pleased to inform you that you have been funded for the Team Nutrition Taste of California Standardized Recipe Challenge (Taste of CA Challenge) Grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please complete the e-signature process in order to accept the grant.</p>							
California Department of Education Contact Elia Bassin				Job Title Analyst			
E-mail Address CArecipes@cde.ca.gov					Telephone 916-322-0403		
Signature of the State Superintendent of Public Instruction or Designee 					Date April 19, 2021		
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 Principal			
E-mail Address gcena@mjusd.com					Telephone (530) 749-6102		
Signature  82 Gary Cena (Apr 30, 2021 17:51 PDT)					Date Apr 30, 2021		



Quote for Marysville Joint Unified SD

EMS LINQ

Connecting the K-12 Community

2528 Independence Blvd Suite 200
Wilmington, NC 28412Phone: 800.541.8999
Fax: 910.799.5427
Email: jverdusco@linq.com**Quote #:**
Start Date:Q-21831-3
7/1/2021**Customer Contact**
Amber Watson
(530)749-6178
awatson@mjustd.com**Bill To**
Marysville Joint Unified School District
1919 B St
Marysville, CA 95901

SALESPERSON	EMAIL	SERVICE PERIOD	PAYMENT METHOD
Joe Verdusco	jverdusco@linq.com	12 months	Net 30

Terms & Conditions**Year 1**

(July 1, 2021 - June 30, 2022)

This grouping of products represents your first invoice. It includes your first year subscription products as well as any one-time fees.

TITAN - A LINQ Solution		Marysville Joint Unified School District Training is a 1 time fee			
QTY	PRODUCT	UNIT PRICE	DISC (%)	NET PRICE	EXTENDED
21.00	Student Management w/Application Processing (TSTU100-75)	\$450.00	77.778	\$100.00	\$2,100.00
21.00	Point of Service (TPOS100-75)	\$200.00	0.000	\$200.00	\$4,200.00
1.00	Menu Planning w/Nutritional Analysis (TMP100)	\$895.00	0.000	\$895.00	\$895.00
5.00	Central Kitchen (TCEN100)	\$795.00	0.000	\$795.00	\$3,975.00
1.00	Purchasing (TPUR100)	\$795.00	0.000	\$795.00	\$795.00
26.00	Production Records (TPRO100-75)	\$195.00	0.000	\$195.00	\$5,070.00
21.00	Inventory (TINV100-75)	\$450.00	0.000	\$450.00	\$9,450.00
1.00	Family Portal (family.titank12.com)	\$0.00	0.000	\$0.00	\$0.00
21	Digital Web/Menu Suite - Annual Subscription	\$365.00	73	\$100.00	\$2,100.00
1.00	Professional Services, Remote Fixed (SERV101)	\$6,800.00	0.000	\$6,800.00	\$6,800.00
TITAN - A LINQ Solution Subtotal:					\$35,385.00
TITAN - A LINQ Solution Grand Total:					\$35,385.00

Year 2

(July 1, 2022 - June 30, 2023)

TITAN - A LINQ Solution		Marysville Joint Unified School District Training is a 1 time fee			
QTY	PRODUCT	UNIT PRICE	DISC (%)	NET PRICE	EXTENDED
21.00	Student Management w/Application Processing (TSTU100-75)	\$450.00	0.000	\$450.00	\$9,450.00
21.00	Point of Service (TPOS100-75)	\$200.00	0.000	\$200.00	\$4,200.00
1.00	Menu Planning w/Nutritional Analysis (TMP100)	\$895.00	0.000	\$895.00	\$895.00
5.00	Central Kitchen (TCEN100)	\$795.00	0.000	\$795.00	\$3,975.00
1.00	Purchasing (TPUR100)	\$795.00	0.000	\$795.00	\$795.00
26.00	Production Records (TPRO100-75)	\$195.00	0.000	\$195.00	\$5,070.00
21.00	Inventory (TINV100-75)	\$450.00	0.000	\$450.00	\$9,450.00
1.00	Family Portal (family.titank12.com)	\$0.00	0.000	\$0.00	\$0.00
21	Digital Web/Menu Suite - Annual Subscription	\$365.00	73	\$100.00	\$2,100.00
TITAN - A LINQ Solution Subtotal:					\$35,935.00
TITAN - A LINQ Solution Grand Total:					\$35,935.00

Year 3

(July 1, 2023 - June 30, 2024)

TITAN - A LINQ Solution		Marysville Joint Unified School District Training is a 1 time fee			
QTY	PRODUCT	UNIT PRICE	DISC (%)	NET PRICE	EXTENDED
21.00	Student Management w/Application Processing (TSTU100-75)	\$450.00	0.000	\$450.00	\$9,450.00
21.00	Point of Service (TPOS100-75)	\$200.00	0.000	\$200.00	\$4,200.00
1.00	Menu Planning w/Nutritional Analysis (TMP100)	\$895.00	0.000	\$895.00	\$895.00
5.00	Central Kitchen (TCEN100)	\$795.00	0.000	\$795.00	\$3,975.00
1.00	Purchasing (TPUR100)	\$795.00	0.000	\$795.00	\$795.00
26.00	Production Records (TPRO100-75)	\$195.00	0.000	\$195.00	\$5,070.00
21.00	Inventory (TINV100-75)	\$450.00	0.000	\$450.00	\$9,450.00
1.00	Family Portal (family.titank12.com)	\$0.00	0.000	\$0.00	\$0.00
21	Digital Web/Menu Suite - Annual Subscription	\$365.00	73	\$100.00	\$2,100.00
TITAN - A LINQ Solution Subtotal:					\$35,935.00
TITAN - A LINQ Solution Grand Total:					\$35,935.00

Fees for subsequent years within the term bound by the Start Date and End Date detailed on this quote will be equal to the 'Annual Ongoing Fees' amount uplifted by 3.0% in each following year. With a commitment of three or more years, annual uplifts are waived. The waiver is for the initial term only and may or may not be available at the time of renewal or in future agreements. On-Going LINQ Subscription/Maintenance & Support Fees are invoiced at then current rates & enrollment per terms of the Master Subscription Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that LINQ receives your purchase order. In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

All invoices shall be paid within thirty (30) days of the date of invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable LINQ Master Subscription Agreement.

This quote is subject to and incorporates the terms and conditions of the LINQ Master Subscription Agreement found at <https://www.linq.com/legal-msa/>

This is a proposal for your consideration, a final version will be sent electronically for signature.

Master Subscription Agreement

PLEASE READ CAREFULLY BEFORE ACCEPTING THE TERMS AND CONDITIONS OF THIS MASTER SUBSCRIPTION AGREEMENT, WHICH ALONG WITH ANY ADDITIONAL TERMS ATTACHED HERETO AND ANY ORDER FORMS ENTERED INTO BY YOU AND EMS LINQ INC. ("LINQ") ARE COLLECTIVELY REFERRED TO AS THE "AGREEMENT." UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS SHALL HAVE THE MEANINGS SET FORTH IN SECTION 10 BELOW.

BY ACCEPTING, YOU ARE AGREEING ON BEHALF OF THE ENTITY ORDERING THE LINQ PRODUCT ("YOU") THAT YOU WILL BE BOUND BY AND BECOME A PARTY TO THE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT OR DO NOT HAVE THE AUTHORITY TO BIND THIS AGREEMENT, DO NOT SIGN (EITHER MANUALLY OR ELECTRONICALLY) THE ORDER FORM ISSUED TO YOU BY LINQ.

1. Subscription.

1. Use of the LINQ Product.

1. Terms of Use. The parties acknowledge and agree that the terms and conditions contained in this Agreement and the terms of use, which are attached in Exhibit A, will govern Your use of the LINQ Product for the Subscription Term, unless explicitly stated otherwise in a written agreement between the parties.
2. LINQ Product Features and Components. LINQ reserves the right to make modifications to the LINQ Product or particular features or components of the LINQ Product, from time to time, at its sole discretion. LINQ will exercise reasonable commercial efforts to notify You of any such material modifications to the LINQ Product, provided however, that LINQ will not have any liability for failure to provide such notice.
2. Support. During the Subscription Term, and at no additional charge to you, LINQ shall provide you technical assistance by telephone on use of the Software, the identification of Software problems, and the reporting of Errors. LINQ will respond to phone calls from Support Contacts, identified by You, pursuant to the terms, which are attached in Exhibit B (the "Support Services"). You shall designate in writing to LINQ no more than three (3) technical contacts to request and receive telephone support services from LINQ.
3. Professional Services. If purchased by you and set forth on an Invoice, LINQ will provide services which will enable attendees to use the Software which are periodically held at LINQ's facilities or at other locations as LINQ and you may agree ("Professional Services"). In consideration of payment of the fees associated with the Professional Services set forth on an Invoice, you are entitled to receive the number of hours of Professional Services as indicated on the Invoice. You shall be solely responsible for all transportation, lodging, meals or any other expenses incurred by LINQ or your Users attending such Services. If you purchased hardware from LINQ, Professional Services may include installation of hardware as well. In the event You cancel or postpone scheduled Professional Services within 14 days of the agreed upon date, You are responsible for all expenses incurred by LINQ and fifty-percent (50%) of the scheduled Professional Services fee. All quoted installation dates, including dates related to terms such as "installation," "completion of training" and "live," if any, are estimates only.
4. Your Responsibilities. You shall: (a) be responsible for all Your Users' compliance with the terms and conditions of this Agreement, (b) be solely responsible for the accuracy, integrity, and legality of Your Data and the means by which it acquires and uses such Your Data, (c) use the LINQ Product only in accordance with the applicable

online user guide and applicable laws, rules, regulations (including, without limitation, export, data protection and privacy laws, rules and regulations) and any LINQ Product documentation, (d) use commercially reasonable efforts to prevent unauthorized access to or use of the LINQ Product, and (e) notify LINQ in writing immediately of (i) any unauthorized use of, or access to, the LINQ Product or any User account or password thereof or (ii) any notice or charge of noncompliance with any applicable law, rule or regulation asserted or filed against You in connection with Your Data. For the avoidance of doubt, User accounts and passwords are specific to individual Users, and under no circumstances may User accounts or passwords be shared among or by different Users; provided, however, that Your administrator(s) may reassign a User account during the Subscription Term, if a former User no longer requires a User account.

5. Restrictions. You shall not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to the LINQ Product or any modified version or derivative work of the LINQ Product created by or for You, (b) provide the LINQ Product, or any modified version or derivative work of the LINQ Product created by or for You, on a timesharing, service bureau or other similar basis, (c) remove or alter any copyright, trademark or proprietary notice in the LINQ Product, (d) copy any features, functions or graphics of the LINQ Product for any purpose other than what is expressly authorized in this Agreement, (e) modify, remove or disable any portion of the Linq Product, (f) send, store, or authorize a third party to send or store spam, unlawful, infringing, obscene or libelous material, or Malicious Code, (g) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the LINQ Product or Your Data contained therein, (h) reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, the LINQ Product, (i) use any Intellectual Property Rights protected by applicable laws and contained in or accessible through the LINQ Product for the purpose of building a competitive product or service or copying its features or user interface, or (j) use the LINQ Product, or permit it to be used, for purposes of product evaluation, benchmarking or other comparative analysis intended for publication without LINQ's prior written consent.
6. Third Parties. You may use third party contractors to assist with the installation, use and modification of the LINQ Product for Your own internal business use, including creation of Modifications on Your behalf. You agree not to disclose any Confidential Information of LINQ to any contractor or allow any subcontractor to create Modifications unless and until the contractor has agreed in writing to (a) protect the confidentiality of such Confidential Information in the manner required by Section 6 and then only to the extent necessary for the contractor to perform those services subcontracted to it, and (b) assign all such contractor's rights, title and interests (including all Intellectual Property Rights) in such Modifications to You to ensure You can comply with Section 3.1.1. You will be solely responsible for all payments to its contractors and will remain responsible for compliance by its contractors with the terms and conditions of this Agreement.

2. Third-Party Software; Third-Party Modules.

1. Third-Party Software. The LINQ Product utilizes or includes certain Third Party Software. Your use of the LINQ Product, including all Third Party Software accessible via APIs, is governed by the applicable Third-Party Software terms and conditions. If a Third Party Software provider requires LINQ to remove such software from the LINQ Product due to violation of applicable law or third-party rights, You agree to cooperate with LINQ to ensure its removal from the LINQ Product and Your systems.
2. Third-Party Modules. You may use Third-Party Modules to add functionality to the LINQ Product, provided that such use is limited to internal use by You in a manner that does not violate any provisions of Section

1.6. Any use by You of Third-Party Modules and any exchange of Your Data between You and the Third-Party Module provider are solely between You and the Third-Party Module provider. LINQ does not warrant or support Third-Party Modules.

3. Third-Party Privacy Policies. You understand and agree that any of Your Data exchanged with Third-Party Software or Third-Party Module is governed by that provider's respective privacy policy.
4. Third Party APIs. Features that interoperate with third party services (such as Google) depend on the continuing availability of the API and program for use with the LINQ Product. If a third party ceases to make the API or program available on reasonable terms to LINQ, LINQ may cease providing such third party features without entitling You to any refund, credit, or other compensation.

3. **Proprietary Rights and Data Protection.**

1. Ownership.

1. Ownership of LINQ Product and Modifications. LINQ owns all right, title and interest, including all Intellectual Property Rights, in and to the LINQ Product, any and all Modifications (collectively, the "LINQ Property"). You hereby assign and agree to assign to LINQ all right, title and interest worldwide in the Intellectual Property Rights embodied in any and all Modifications. To the extent any of the rights, title and interest are not assignable by You to LINQ, You grant and agree to grant to LINQ an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) under Your Intellectual Property Rights to use, disclose, reproduce, license, sell, offer for sale, distribute, import and otherwise exploit the Modifications in its discretion, without restriction or obligation of any kind or nature. Except as expressly stated otherwise in this Agreement, LINQ retains all of its right, title and ownership interest in and to the LINQ Property, and no other Intellectual Property Rights or license rights are granted by LINQ to You under this Agreement, either expressly or by implication, estoppel or otherwise, including, but not limited to, any rights under any of LINQ'S or its Affiliates patents.
2. Trademarks. LINQ's name, logo, trade names and trademarks are owned by LINQ, and no right is granted to You to use any of the foregoing except as expressly permitted herein or by written consent of LINQ.
3. Freedom to Operate and Innovate. Nothing in this Section 3 shall inhibit, hamper, encumber or otherwise impede LINQ'S freedom to create Modifications or improve, extend and/or modify any and all LINQ Products.
4. Suggestions. You or your Users may, from time to time, provide suggestions, enhancement or feature requests or other feedback to LINQ with respect to the LINQ Property or other LINQ products, services or related documentation (whether or not such is disclosed or delivered by LINQ to You under this Agreement) (collectively, "Feedback"). You agree that all Feedback is and shall be given by You is entirely voluntarily. LINQ shall be free to use, disclose, reproduce, license or otherwise distribute and exploit the Feedback in its discretion, without restriction or obligation of any kind or nature. Feedback, even if designated as confidential by You, shall not create any obligation of confidentiality for LINQ, unless LINQ expressly agrees so in writing.

2. Your Data/Your Information.

1. Ownership of Your Data. You own and retain all Intellectual Property Rights in and to Your Data.

2. Data Processing. You grant LINQ the right to use, access and process Your Data solely to the extent necessary for LINQ to provide the LINQ Product and services to You, including, without limitation to address service or technical problems, or at Your request, in connection with providing Support Services to You. LINQ agrees not to use, access, disclose or process any of Your Data, except (a) to perform the obligations under this Agreement, (b) comply with applicable laws, and (c) in accordance with the Terms of Use in Exhibit A, attached hereto.
 3. Non-Modification and Non-Disclosure. LINQ shall not (a) modify Your Data, or (b) disclose Your Data except as compelled by law in accordance with Section 6.1, as expressly set forth in this Agreement or as otherwise permitted in writing by You.
 4. Business Information. You agree to allow LINQ and its Affiliates to store and use Your business contact information, including names, business phone numbers, and business e-mail addresses, anywhere it does business. Such information will be processed and used in connection with LINQ'S business relationship, and may be provided to contractors acting on LINQ'S behalf, LINQ'S business partners who promote, market and support certain LINQ products and services, and assignees of LINQ and its subsidiaries for uses consistent with LINQ'S business relationship.
3. Data Protection.
1. Relationship of the Parties. To the extent that Your Data contains personal data about any living individual ("Data"), LINQ will process that Data only as a Data Processor acting on behalf of You (as the Data Controller) and in accordance with the requirements of this Agreement.
 2. Your Compliance with Privacy Laws. You will at all times comply in full with the requirements of any applicable privacy and data protection laws.
 3. Purpose Limitation. LINQ will process the Data in accordance with Your instructions under Applicable Privacy Law(s) and will not: (a) assume any responsibility for determining the purposes for which and the manner in which the Data is processed, or (b) process the Data for its own purposes.
 4. Usage Data. In the course of providing You with the services described in the Agreement, LINQ may also collect, use, process and store diagnostic and usage related content from the computer, mobile phone or other devices Your Users use to access the LINQ Product or Service. This may include, but is not limited to, IP addresses and other information like internet service, location, the type of browser and modules that are used and/or accessed (the "Usage Data"). Usage Data does not, however, include Your Data.
 5. Aggregated Data Use. Notwithstanding Sections 3.3.1 or 3.3.3, You agree that LINQ may process the Data and Usage Data to create and compile anonymized, aggregated datasets and/or statistics about the LINQ products or services in order to: (a) maintain and improve the performance and integrity of LINQ products or services, (b) understand which LINQ products or services are most commonly deployed and preferred by customers and how customers interact with LINQ products or services, (c) identify the types of LINQ products and services that may require additional maintenance or support, and (d) comply with all regulatory, legislative and/or contractual requirements, provided in each case that such aggregated datasets and statistics will not enable You or any living individual to be identified.

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6. Security. LINQ will have in place and will maintain throughout the Term, appropriate technical and organizational measures against accidental or unauthorized destruction, loss, alteration or disclosure of the Data, and adequate security programs and procedures to ensure that unauthorized persons will not have access to any equipment used to process the Data.
7. Subprocessing. You authorize LINQ to subcontract processing of Data under this Agreement to a third party provided that: (a) LINQ flows down its obligations under this Section 3.3, to protect the Data in full, to any subcontractor it appoints, such that the data processing terms of the subcontract are no less onerous than the data processing terms set out in this Section 3.3, and (b) LINQ will remain fully liable to You for the acts, errors and omissions of any subcontractor it appoints to process the Data.
8. Adequacy. LINQ will at all times provide an adequate level of protection for Data that it processes on behalf of You.
9. HIPAA and PHI in Relation to LINQ Products. You understand and acknowledges that neither the Service nor the LINQ Products or systems are configured to receive and store personal health information ("PHI"), as that term is defined under the Health Insurance Portability and Accountability Act ("HIPAA") and that LINQ is neither a "Covered Entity" nor a "Business Associate," as those terms are defined in HIPAA. As such, You agree, on behalf of Yourself and Your Users, not to use the LINQ Products or provide access to or submit any PHI to LINQ when requesting technical and or Support Services, in either case, to, directly or indirectly, submit, store or include any PHI as part of the Your Data. You agree that LINQ may terminate this Agreement immediately, if You are found to be in violation of this Section.
10. Family Educational Rights and Privacy Act (FERPA). LINQ shall comply in all respects with the Family Educational Rights and Privacy Act (FERPA) and all other state and federal laws applicable to the security and confidentiality of pupil records. LINQ will designate and train responsible individuals on ensuring the security and confidentiality of pupil records and LINQ will establish and validate that security protocols that are in use at their facilities or leased facilities meet or exceed the stated and expected security surrounding FERPA which include firewalls, intrusion detection, web based security and authentication protocols. In addition, LINQ will provide such information reasonably requested by You in order for You to verify LINQ's compliance with FERPA and such other state and federal laws applicable to the security and confidentiality of pupil records.
11. Security Breach. In the event of a security breach, LINQ will notify You and those affected by such breach regarding the extent of the breach, time of the breach, and steps taken to ensure their security and privacy. LINQ will use commercially reasonable efforts to notify those affected within 48 hours. LINQ will notify You via telephone & email; parents will be notified via email.
12. Privacy Policy. You acknowledge that LINQ's privacy policy (which may be viewed at https://www.Linqk12.com/application/files/9715/8999/3875/LINQ_PrivacyPolicy_May_2020.pdf) shall apply to any Personal Data received or collected by LINQ from the Users.

4. Payment.

1. Fees and Payment. You agree to pay all fees specified in the relevant Order Form. Except as otherwise provided, fees set forth in each Order Form hereunder will be: (a) quoted and payable in United States dollars, and (b) non-cancelable and non-refundable. Fees are due thirty (30) days from the invoice date,

unless otherwise noted in an Order Form. You agree to provide LINQ with complete and accurate billing and contact information and to notify LINQ of any changes to such information. On each anniversary of the effective date of an Order Form, LINQ is entitled to increase the fees specified in the Order Form by the greater of (i) three (3%) of the then-existing annual subscription fees, or (ii) then-current subscription fees for the LINQ Products, as set forth in the LINQ price list in effect as of such date.

2. Additional Licenses. Additional User licenses may be added during any given month at the then-current Subscription fee. You understand and agree that You will be charged a pro-rata fee for the initial month in which licenses are added and for each of the monthly periods remaining in the then-current Subscription Term. The Subscription Term for the additional licenses will terminate on the same date as the pre-existing Subscriptions. You will be responsible for submitting a new Order Form to LINQ to request the additional licenses during the Subscription Term. You also understand and agree that the number of Subscription licenses purchased under a specific Order Form cannot be decreased during the relevant Subscription Term set forth on such Order Form.
3. Renewal. All additional fees required for renewal of a Subscription Term will be reflected in a quotation issued by LINQ in advance of the expiration of the current Subscription Term (each a "Renewal Quote"), and any pricing or changes in the number of Licenses for such renewal Subscription Term will be reflected in the Renewal Quote. Fees for any subsequent renewals shall be set at the then-current LINQ pricing, unless otherwise stated on the Order Form, Renewal Quote or otherwise agreed to in writing by the parties.
4. Overdue Charges. Overdue amounts are subject to interest at a rate of one percent (1.0%) per month, or the maximum rate permitted by law, whichever is lower. If any charge owing by You to LINQ is thirty (30) days or more overdue, LINQ may, without limiting its other right and remedies, suspend services until such amounts are paid in full.
5. Taxes. Unless otherwise provided, fees specified in quotes or Order Forms, do not include any Taxes, and You are responsible for payment and reimbursement of all Taxes associated with its purchases hereunder.

5. Term and Termination.

1. Term. This Agreement shall commence as of the effective date of this Agreement, and unless earlier terminated as provided herein, shall continue for a period of three (3) years (the "Initial Term"). Unless terminated in accordance with the termination provisions of this Agreement, the Agreement shall automatically renew for successive one (1) year terms unless either party provides advance written notice of its intention not to renew this Agreement at least ninety (90) days prior to the end of the Initial Term or any subsequent Term. The Initial Term and any and all renewal terms shall collectively be referred to as the "Subscription Term".
2. Termination by You or LINQ. Either party may terminate this Agreement and any then-current Order Forms prior to the end of a Subscription Term if the other party: (i) materially breaches its obligations hereunder and, where such breach is curable, such breach remains uncured for thirty (30) days following written notice of the breach or (ii) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.
3. Effect of Termination. No refund of payments will be made, unless termination of this Agreement and any then-current Order Forms is a result of an uncured material breach by LINQ under Section 5.2, in which case You will be entitled to a refund of the pro rata portion of fees associated with the remainder of the Subscription Term. You understand and agree that upon expiration of the Subscription Term or termination of this Agreement,

whichever occurs first, the rights granted under this Agreement and, in connection with any then-current Order Forms, will be immediately revoked and LINQ may immediately deactivate Your account. At LINQ's request, you agree to return any hardware provided to You as part of the LINQ Product. You acknowledge and agree that LINQ may keep copies of Your Data solely to the extent necessary for the performance of its obligations under this Agreement. In no event shall any termination relieve You of the obligation to pay any fees payable to LINQ for the period prior to the effective date of termination, unless otherwise stated in this Agreement.

4. Surviving Provisions. Sections 1.5, 3.1, 3.3.4, 3.3.5, 5.3, 4, 5.4, 6, 7.3, 8, 9, and 10 shall survive termination or expiration of this Agreement.

6. Confidentiality.

1. Confidentiality. The parties acknowledge that in the course of performing their obligations under this Agreement, each may receive Confidential Information. Each party covenants and agrees that neither it nor its agents, employees, officers, directors or representatives will disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (a) to those employees, representatives, or contractors of the Receiving Party who require access to the Confidential Information to exercise its rights under this Agreement and who are bound by written agreement, with terms at least as restrictive as these, not to disclose third-party confidential or proprietary information disclosed to such party, or (b) as such disclosure may be required by law or governmental regulation, subject to the Receiving Party providing to the Disclosing Party written notice to allow the Disclosing Party to seek a protective order or otherwise prevent the disclosure. Nothing in this Agreement will prohibit or limit the Receiving Party's use of information: (i) previously known to it without obligation of confidence, (ii) independently developed by or for it without use of or access to the Disclosing Party's Confidential Information, (iii) acquired by it from a third party that is not under an obligation of confidence with respect to such information, or (iv) that is or becomes publicly available through no breach of this Agreement. The Receiving Party acknowledges the irreparable harm that improper disclosure of Confidential Information may cause; therefore, the injured party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this Section. The terms of this Agreement, Original Code and the structure, sequence and organization of the LINQ Product are Confidential Information of LINQ or its licensors.
2. Destruction. Within five (5) days after a Disclosing Party's request, the Receiving Party shall return or destroy the Disclosing Party's Confidential Information; provided, however, that the Receiving Party shall be entitled to retain archival copies of the Confidential Information of the Disclosing Party solely for legal, regulatory or compliance purposes unless otherwise prohibited by law.

7. Warranties, Exclusive Remedies and Disclaimers.

1. LINQ Warranties. LINQ warrants that (a) it has the legal power to, and hereby does, enter into this Agreement, (b) the LINQ Product shall perform materially in accordance with the online user guide for the applicable LINQ Product or the user manual accompanying the LINQ Product, and (c) LINQ will use commercially reasonable measures to detect whether the LINQ Product contains any Malicious Code. If the LINQ Product does not conform to the warranty specified in Section 7.1(b) above, You must notify LINQ within thirty (30) days of the breach of warranty, and LINQ agrees to use commercially reasonable efforts to cure the non-conforming portions of the LINQ Product before You pursue any other remedies. LINQ is not responsible for any non-compliance with this warranty resulting from or caused by any (i)

Malicious Code present in the Your Data made available to LINQ by You, or (ii) Modifications made by anyone other than LINQ, including by way of example, Modifications made by You or any Authorized Partners. Your sole and exclusive remedy for a breach of any of warranties contained in this Section 7.1 shall be to terminate the Agreement pursuant to Section 5.2 and, notwithstanding anything to the contrary in Section 4.1, have LINQ refund to You the pro rata unused portion of any pre-paid Subscription fees.

2. Your Warranties. You warrant that (a) You have the legal power to, and hereby do, enter into this Agreement, (b) You have all rights in and to Your Data necessary to permit LINQ to exercise its rights to access and use Your Data as permitted by this Agreement, and (c) Your Data or the media on which the Your Data resides does not contain any Malicious Code.
3. Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN SECTION 7.1 AND AS PERMITTED BY APPLICABLE LAW, THE LINQ PRODUCT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LINQ'S PRODUCT OR SERVICE MAY BE SUBJECT TO LIMITATIONS OR ISSUES INHERENT IN THE USE OF THE INTERNET AND LINQ IS NOT RESPONSIBLE FOR ANY PROBLEMS OR OTHER DAMAGE RESULTING FROM SUCH LIMITATIONS OR ISSUES.

8. Limitation of Liability.

1. Limitation on All Damages. EXCEPT FOR A BREACH OF SECTIONS 1.4, 1.5, 1.6 or 6.1, IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORTS, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE, THE LESSOR OF THE TOTAL AMOUNT PAYABLE TO LINQ UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR GIVING RISE TO THE LIABILITY OR TWENTY FIVE THOUSAND DOLLARS (\$25,000). THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4.
2. Disclaimer of Consequential Damages. EXCEPT FOR A BREACH OF SECTIONS 1.4, 1.5, 1.6 or 6.1, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR REVENUE OR FOR ANY INDIRECT, SPECIAL, COVER, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING UNDER THIS AGREEMENT AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
3. Scope of Limitations on Liability. THE LIMITATIONS SET FORTH IN THIS SECTION 8 SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH CLAIMS ARE BROUGHT (CONTRACT, TORT, INCLUDING NEGLIGENCE OR OTHERWISE).

9. General.

1. Publicity. LINQ may include Your name, logos and trademarks in LINQ's customer presentations, website, brochures and other marketing materials and display areas at LINQ's events to represent that You are a LINQ customer.
2. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without the consent of the other party, to its Affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement

shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any attempted assignment in breach of this Section 9.2 shall be void.

3. Relationship of the Parties. LINQ and You are independent contractors, and nothing in this Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.
4. No Third-Party Beneficiaries. There are no third party beneficiaries to this Agreement.
5. Choice of Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina and the federal U.S. laws applicable therein, excluding its conflicts of law provisions. LINQ and you hereby (i) irrevocably submit itself to and consent to the exclusive jurisdiction of the federal or state courts located in Wilmington, North Carolina for the purposes of any suit, action or other proceeding in connection with any controversy, claim or dispute relating to this Agreement or to enforce a resolution, settlement, order or award made pursuant hereto, and (ii) waive, and agree not to assert, by way of motion, as a defense or otherwise, in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such court, that the suit, action or proceeding is brought in an inconvenient forum or that the venue of the suit, action or proceeding is improper.
6. Attorney's Fees. In any action related to this Agreement, if any party is successful in obtaining some or all of the relief it is seeking or in defending against the action, the other party shall pay, on demand, the prevailing party's reasonable attorneys' fees and reasonable costs.
7. Manner of Giving Notice. Notices regarding this Agreement shall be in writing and addressed to You at the address You provide, or, in the case of LINQ, when addressed to EMS LINQ Inc., Attn. General Counsel, 2528 Independence Blvd, Wilmington, NC 28412 USA. Notices regarding the LINQ Product in general may be given by electronic mail to Your e-mail address on record with LINQ.
8. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), service disruptions involving hardware, software or power systems not within such party's reasonable control, and denial of service attacks.
9. Entire Agreement. This Agreement and any Order Forms or exhibits attached hereto or referenced herein represent the entire agreement of the parties and supersede all prior discussions, emails, and/or agreements including requests for proposals ("RFP"), between the parties and is intended to be the final expression of their Agreement. To the extent there is a conflict between this Agreement and any additional or inconsistent terms, including any pre-printed terms on Your purchase order, the terms of this Agreement shall prevail, unless expressly stated otherwise. Notwithstanding any language to the contrary therein, and except as set forth in Section 4.1, no terms stated in a purchase order or in any other order document (other than an Order Form expressly incorporated herein) shall be incorporated into this Agreement, and all such terms shall be void. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. The Agreement and all exhibits hereto, including any related Order Forms may not be modified or altered except by written instrument, and no amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed (either manually or electronically) by an authorized representative of You and LINQ. All rights not expressly granted to You are reserved by LINQ and its licensors.

10. **Equitable Relief.** Except as otherwise provided, remedies specified herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
11. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect.

10. Definitions.

1. **"API"** means application programming interfaces provided by LINQ as part of the LINQ Product, which set forth rules and specifications that Third Party Modules may utilize to access Your Data in accordance with this Agreement.
2. **"Authorized Partner"** means a LINQ Product partner that is in good standing with LINQ under a fully-executed LINQ agreement and is associated with an Order Form under this Agreement.
3. **"Your Data"** means any data, information or material submitted by You, or stored by You in the LINQ Product.
4. **"Your Software"** means online, Web-based applications and offline software products that are developed by or for You, the use of which software is governed by the applicable terms and conditions specified by such software.
5. **"Confidential Information"** means information that one party (the "Disclosing Party") provides to the other party ("Receiving Party") during the term of this Agreement that is identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
6. **"Intellectual Property Rights"** means any patents and applications thereto, copyrights, trademarks, service marks, trade names, domain name rights, trade secret rights, and all other intellectual property and proprietary rights.
7. **"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.
8. **"Modifications"** means any work based on or incorporating all or any portion of the LINQ Product, including, without limitation, modifications, enhancements and customizations to the LINQ Product developed by LINQ, You, a third party on either such party's behalf or any combination of such parties.
9. **"Order Form"** means a document for purchases of Subscriptions hereunder, including purchase orders, signed quotations, order notifications and order confirmation documents (either in writing or via the Web), that are agreed to by LINQ, or entered into between LINQ and You from time to time. Order Forms are deemed incorporated herein by reference.
10. **"Original Code"** means LINQ Product source code.
11. **"Personal Data"** means any information relating to an identified or identifiable natural person ("data subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

12. **"Software Releases"** has the meaning ascribed to it in Exhibit A of this Agreement.
13. **"Subscription"** means Your right to use the LINQ Product for the Subscription Term, per the terms of the Agreement and the related Order Form(s).
14. **"Subscription Term"** has the meaning set forth in Section 5(1).
15. **"LINQ Product"** means any software or hardware that LINQ supplies, licenses or sells to You from time to time during the Term, as set forth in the Order Form, including any software that is downloadable from a third party app store and Modifications.
16. **"Support Services"** shall have the meaning defined in Section 1.3.
17. **"Taxes"** means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature.
18. **"Third-Party Modules"** means software developed by a third party that You may use to add functionality to the LINQ Product, the use of which software is governed by the applicable terms and conditions specified by such third party.
19. **"Third-Party Software"** means online, Web-based applications and offline software products that are developed by third parties, and may interoperate with the LINQ Product, the use of which software is governed by the applicable terms and conditions specified by such third party.
20. **"User"** means an individual user that You authorize to use the LINQ Product and on whose behalf You pay the licensee fees; provided, that the number of Users shall not exceed the number of licenses that You purchase.
21. **"You or you"** means the hospital, college, university, school district, corporation, or other entity or individual who has been invoiced.

Exhibit A

Terms of Use

1. Service. Subject to the Terms of Use and the terms of the Agreement, You shall have the right to access, use and modify the LINQ Product during the Subscription Term solely for Your own internal business purposes. The LINQ Product may be accessed through a web browser and/or mobile web client.
2. Software Releases. During the Subscription Term, if You have paid the applicable fees and are in compliance with the terms and conditions of the Agreement, LINQ may provide automatic updates to the LINQ Product with Software Releases. **"Software Releases"** may be comprised of Maintenance Releases and/or Feature Releases (as defined below).
 1. **"Maintenance Releases"** means an update to the LINQ Product which includes fixes to known defects and does not intentionally introduce any new or modified application behavior.
 2. **"Feature Releases"** means a software update which includes both fixes to known defects and introduces new or modified application behavior or changes the available features or functionality of the LINQ Product.
3. Third Party Analytics Tools. You acknowledge that LINQ may use third party web analytics tools (such as Google Analytics) that serve cookies or similar tracking technologies through the LINQ products and services, on end user devices, to collect Usage Data for the purposes described in Section 3.3.5. You will take such measures as are necessary to inform Your end users about LINQ's use of such web analytics tools in connection with the LINQ Products and related services. You hereby provide Your consent to LINQ to use cookies or tracking technologies served by those web analytics tools, in a manner that is consistent with industry practice.
4. Development. You agree that You will not, directly or indirectly, conduct any activity that will degrade performance beyond an acceptable level, including but not limited to: (a) conducting automated functionality tests or load tests on the LINQ Product, (b) creating Internet links to the LINQ Product, and/or (c) deploying custom modifications that adversely impact the LINQ infrastructure due to incompatible code, inefficient code or architecture practices. If You do any of the foregoing, LINQ shall have the right to terminate or suspend Your account and access to the Service without any refund or credit until You correct such violation to LINQ's reasonable satisfaction.
5. Handling of Your Data Post Termination. Upon written request by You made within ninety (90) days of the effective date of expiration or termination of the Agreement (the **"Post-Term Period"**), LINQ agrees to make available to You, a copy of Your production environment. Further, during the Post-Term Period and upon Your request, LINQ shall grant the You limited access to the Service for the sole purpose of permitting You to retrieve Your Data, provided that You have paid in full all good faith undisputed amounts owed to LINQ. Upon expiration of the Post-Term Period, LINQ will have no further obligation to maintain for or provide to You any of Your Data and may thereafter, unless legally prohibited, delete all of Your Data in its systems or otherwise in its possession or under its control.

Exhibit B

Service Level Specifications

LINQ's required response times and resolution will vary based on the severity of the problem faced by You and the time of day in which Your problem occurs. LINQ's hours of operation are Monday through Friday 6:00 AM to 6:00 PM Central Standard Time. LINQ's Service Level Assurances can be found here:

https://www.Linqk12.com/application/files/2515/6289/3484/LINQ_ServiceLevelAssurances.pdf

Interquest Detection Canines®
Of North Valley Counties
(INTERQUEST)

Marysville High School
(The SCHOOL)

This shall serve as an agreement by and between Interquest Detection Canines® of North Valley Counties and the SCHOOL for substance awareness and detection services for the period of August 2021 through June 2022.

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


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

INTERQUEST agrees to provide 10 visits for the contract period. The SCHOOL may increase the total number of visits by notifying INTERQUEST in writing. Each visit will be \$ 370/visit. Multiple canine teams will be charged on a per team basis. DA required court testimony on behalf of the SCHOOL will be charged at the same rate. INTERQUEST will invoice for service on a monthly basis at the conclusion of the service month. The SCHOOL agrees to pay for services within thirty (30) days of receipt of such invoice.

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

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

INTERQUEST DETECTION
CANINES® OF NORTH VALLEY
COUNTIES


Terry Bogue

President, General Partner

FOR THE SCHOOL:

SIGN _____

 Penny Lauseng, ASST. Supt. of Business Services

DATE: _____

100

Business Services Department
Approval:  _____

Date: 5-10-21

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

**License Agreement
between
Marysville Joint Unified School District
and
Yuba Foothills Agricultural Communities Association**

This License Agreement (the "Agreement") is by and between Marysville Joint Unified School District ("Licensor") and Yuba Foothills Agricultural Communities Association ("Licensee"). collectively referred to as the Parties and individually as Party.

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. GRANT OF LICENSE

A. TERM

This Agreement:

- (1) Shall be effective as of June 1, 2021; and
- (2) Shall terminate on May 31, 2026, unless either renewed or terminated earlier in accordance with Paragraph 2 below.

B. DESCRIPTION OF PREMISES

Licensee is granted a license to occupy and use, subject to all of the terms and conditions of this Agreement, property located in County of Yuba, California, as further described on Exhibit A which is attached to this Agreement (the "Property").

C. LICENSE IS LIMITED TO DESCRIBED PURPOSE

- (1) The property may be used for the purpose of a community recreation and meeting facility for various groups, clubs and other associations that serve a community public service function.
- (2) The License also encompasses use for incidental purposes that are directly related to the described purpose.

2. RENEWAL AND TERMINATION OF LICENSE

A. RENEWAL

The Parties may extend the Term of this Agreement by mutual agreement in writing.

B. TERMINATION

Either Party may terminate this Agreement, at any time, by giving written notice to the other which specifies the date of termination.

- (1) Any notice of termination must be given not less than thirty (30) business days prior to the date specified in such notice for the date of termination.
- (2) Termination shall have no effect on the post-Agreement obligations of the Licensee (including removing personal property, cleaning, and decontamination) which shall expressly survive.

C. DESTRUCTION OF PROPERTY

Should the Property, or any essential part of the Property, be destroyed by fire or other casualty, this Agreement shall immediately terminate. In the case of partial destruction, this Agreement may be terminated by either Party in accordance with 2.B. above.

D. INSOLVENCY

If Licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, Licensor may terminate this Agreement by giving written notice to the Licensee, specifying the date of termination. Such notice shall be given not less than twenty (20) business days prior to the date specified in such notice for the date of termination.

3. OBLIGATIONS OF LICENSEE DURING TERM OF LICENSE

LICENSEE shall:

- A. Pay for all utilities supplied to the Property, including but not limited to water, gas, heat, power, telephone service, internet, garbage service, etc.
- B. At its sole cost, keep and maintain the Property and every part thereof in good and sanitary condition. Such obligation shall include but not be limited to, janitorial services, maintenance, and repairs to the Property.

- C. To the extent applicable, comply with all applicable guidance, recommendations and directives related to COVID-19 issued by the Centers for Disease Control, California Department of Public Health and/or Dr. Phuong Luu, Yuba-Sutter County Health Officer.
- D. Upon termination of this License, restoration, de-contamination and clean-up of the Property, and delivery to the Licensor a certificate in the form attached as Exhibit D. The Property shall be surrendered to Licensor in the same condition as when received, reasonable use and wear and tear excepted and to remove all of Licensee's personal property (including signs) from the Property.

4. INDEMNITY

A. GENERALLY

To the furthest extent permitted by California law, the Licensee shall indemnify, defend, and hold free and harmless the Licensor from any Claim to the extent that the Claim arises out of, pertains to, or relates to:

- (1) the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of the Licensee, its officials, officers, employees, contractors, subcontractors, consultants, sub or consultants; or

Note: The preceding provision shall also specifically include any person (including a volunteer) authorized to be on the premises of the Property by the Licensee.

- (2) the Licensee's use of the Property pursuant to this Agreement; or, the Licensee's performance pursuant to this Agreement.

B. INDEMNIFIED PARTIES, DEFINED

The "Indemnified Parties" are the Licensor, its officers, consultants, employees, and trustees.

C. CLAIM, DEFINED

A "Claim" consists of:

- (1) actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death,

- (2) except that a "Claim" shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Licensor.

D. DEFENSE COUNSEL

The Licensor may accept or reject legal counsel the Licensee proposes to defend the Licensor with, in its sole and absolute discretion, and may thereafter appoint legal counsel to defend the Licensor at the Licensee's expense against a Claim set forth in Section 3.A.(3) above.

5. INSURANCE

The Licensee shall procure and maintain at all times it utilizes the Property or acts pursuant to this Agreement, the insurances specified in Exhibit C to this Agreement.

6. PAYMENTS

Licensee shall pay Licensor for usage pursuant to this License as set forth in Exhibit B.

7. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the County of Yuba, and the State of California.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and any prior understandings or representation of any kind preceding the date of this Agreement shall not be binding on either Party except to the extent incorporated in this Agreement.

9. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

10. NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each Party as set forth below:

TO LICENSOR:

Marysville Joint Unified School District
Attention: Penny Lauseng, Assistant
Superintendent of Business Services
1919 B Street
Marysville, CA 95901

TO LICENSEE:

Yuba Foothills Agricultural Communities
Association
Attention: Bryan Dozzi, President
PO Box 76
Dobbins, CA 9593

11. ATTORNEYS' FEES

In the event that any lawsuit is filed to enforce a term of this Agreement, the unsuccessful Party in the action shall pay to the successful Party, in addition to all the sums that either Party may be called upon to pay, a reasonable sum for the successful Party's attorneys' fees.

12. ASSIGNMENT OF RIGHTS

The rights of each Party under this Agreement are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

13. GENERAL PROVISIONS ON TERMINATION

A. On any termination of this Agreement, Licensee shall:

- (1) quit the Property, and shall remove from the Property all property that Licensee has installed in, on, or attached to the Property.
- (2) clean and restore the Property as specified in Section 14, below.

B. Any termination of this Agreement, howsoever caused, shall be entirely without prejudice to the rights of Licensor that have accrued under this Agreement prior to the date of such termination.

14. CLEANING REQUIREMENTS AND STANDARDS

A. The Property, both inside facilities and outside facilities, shall be:

- (1) cleaned in accordance with District cleaning standards; and
- (2) to the extent applicable, decontaminated in accordance with Centers for Disease Control standards, for COVID-19 and other medical protocols.

The Licensee shall certify in writing to the Licensor (substantially in the form set forth in Exhibit D) that cleaning and decontamination have been completed.

B. All cleaning and decontamination standards shall be those in effect at the time of the Licensee's exit from the Property.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date set forth above.

LICENSOR:

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT

By: _____

Name: _____

Its: _____

LICENSEE:

YUBA FOOTHILLS AGRICULTURAL
COMMUNITIES ASSOCIATION

By: Bryan R Dozzi ©
Name: Bryan R. Dozzi without prejudice All Rights Reserved
Its: President

EXHIBIT A
To License Agreement between
Marysville Joint Unified School District
and
Yuba Foothills Agricultural Communities Association

PROPERTY DESCRIPTION

Lake Francis Grange Hall situated in the County of Yuba, State of California, commonly known as "Old Dobbins School," described as follows:

All that certain real property situated in Section 32 Township 18 North, Range 7 East, M.D.B. & M, Yuba County, California described as follows: Commencing at the one quarter section corner on the Southern line of said Section 32 and running thence on the line running Northerly and Southerly through the center of said Section 32, North 01°, 29', 13" West, 1050.61 feet; thence leaving said Northerly and Southerly line through the center of said Section 32 and running on the Southerly line of that certain parcel as described in Volume 26 Official Records, at page 19 Yuba County records, North 79°, 29' East, 286.35 feet to the true point of beginning of the herein described parcel; thence from said true point of beginning and continuing on the Southerly and Easterly line of said parcel described in Volume 26 Official Records at page 19, then following courses and distances: North 79°, 29' East, 24.03 ~~feed~~-feet and North 00°, 28' 30" East, 32.50 feet thence South 73°, 25; 00" East, 153.56 feet to a point in a county road; thence on said road South 27°, 4' 35" West, 189.91 feet; thence leaving said road North 60 °, 40' 15" West, 155.67 feet; thence North 28°, 13' 03" East, 111.99 feet to the place of beginning and containing 0.603 acres.

EXHIBIT B
To License Agreement between
Marysville Joint Unified School District
and
Yuba Foothills Agricultural Communities Association

PAYMENT FOR LICENSE

The total fee for the License is \$1 per year to be paid in full within thirty (30) days of execution of this Agreement. In the event that this Agreement is terminated early, there shall be no reimbursement of the fee paid.

Such fee has been arrived at based upon the community use and Licensee's responsibility to cover the costs of all utilities, maintenance and repairs to the Property as set forth in Paragraph 3 of the Agreement.

EXHIBIT C
To License Agreement between
Marysville Joint Unified School District
and
Yuba Foothills Agricultural Communities Association

INSURANCE REQUIREMENTS

A. Requirements

Licensee shall purchase and maintain, during the life of this Agreement, the insurances set forth below with limits of not less than those specified.

B. Insurances

Type of Coverage	Minimum Coverage
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, death, and Medical Payments Each Occurrence General Aggregate	 \$3,000,000 \$5,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$1,000,000 \$3,000,000
Professional Liability	\$5,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000

C. General Provisions

1. The terms and conditions of the insurance policy, and the insurance carrier, shall be acceptable to Marysville Joint Unified School District.
2. Certificate of Insurance and Endorsements

Before occupancy, Licensee shall provide Licensor with a Certificate of Insurance evidencing not less than the coverages required above. Marysville Joint Unified School District shall be named as an additional insured and Licensee must provide endorsements (not certificates) to Licensor naming Marysville Joint Unified School District as an additional insured. Such endorsements shall provide that Licensor be

given at least thirty (30) days' prior written notice of any cancellation of, intention not to renew, or any material change in, such coverage.

3. Licensee shall not continue its use of the Property until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the Licensor and approved by the Licensor. Certificates and insurance policies shall include the following:
 - a. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to Marysville Joint Unified School District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - b. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - c. An endorsement stating that the Marysville Joint Unified School District and the State and their representatives, employees, trustees, officers, consultants, and volunteers are named as additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Licensee's insurance policies shall be primary to any insurance or self-insurance maintained by Licensor.
 - d. All policies shall be written on an occurrence form.

EXHIBIT D
To License Agreement between
Marysville Joint Unified School District
and
Yuba Foothills Agricultural Communities Association

CERTIFICATE OF CLEANING/DECONTAMINATION
and
RESTORATION OF PREMISES

Yuba Foothills Agricultural Communities Association certifies that:

1. Licensee has Cleaned and Decontaminated the Property in accordance with the terms and conditions of the Agreement with Licensors; and
2. Licensee has fully restored the Property to a condition that is at least equal to the condition which existed at the time of commencement of Licensee's use of the Property pursuant to the Agreement.

Yuba Foothills Agricultural Communities Association, Licensee

By: _____

Dated: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2021

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

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

PRODUCER Redwoods Leavitt Insurance Agency 785 E Washington Blvd., #4 Crescent City CA 95531		CONTACT NAME: Vanessa Schaub PHONE (A/C, No, Ext): (707) 465-6508 E-MAIL ADDRESS: vanessa-schaub@leavitt.com FAX (A/C, No): (707) 465-5422	
INSURED Yuba Foothills Agricultural Communities Association PO Box 76 Dobbins CA 95935		INSURER(S) AFFORDING COVERAGE INSURER A: Atain Specialty Insurance Co INSURER B: Century Surety Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 017159 36951	

COVERAGES**CERTIFICATE NUMBER:** 21/22 GL, EX**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CIP385016002	04/03/2021	04/03/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			1703470	04/03/2021	04/03/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is named as Additional Insured with respect to General Liability.

CERTIFICATE HOLDER**CANCELLATION**Marysville Joint Unified School District
1919 B St

Marysville

CA 95901

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

AUTHORIZED REPRESENTATIVE

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CONTRACT SERVICES AGREEMENT
Tracy Hutchinson- At Risk Consultant

THIS CONTRACT SERVICES AGREEMENT ("Agreement") May 25, 2021 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Tracy Hutchinson (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 2021-2022 commencing from August 11, 2021 - June 30, 2022
- 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 **FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00)** (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 in 11 increments of four thousand five hundred forty five dollars and forty five cents (\$4,545.45) as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45)

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, Joe Seiler principal of McK (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, Tracy Hutchinson 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 (vi) DISTRICT's discovery that a

statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

CONTRACTOR:
Tracy Hutchinson
1911 Huston Street
Marysville, CA 95901
Phone: 530-741-6187 ext. 2207

DISTRICT:
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Phone: 749-6114
Fax: 742-0573

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

- 6.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
- 6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

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

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

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

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

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

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

Date:

By: _____
Penny Lauseng, Assistant Superintendent of
Business Services

Contractor

Date :

By:  _____

Name: Tracy Hutchinson

Title: At-Risk Counselor of Student Services

Consultant Name and Site

Exhibit A

Scope of Work

Beginning on: August 11, 2021

Concluding on: June 30, 2022

Payment: \$50,000.00

Service: Through academic, social and behavioral counseling, Tracy Hutchinson will assist the site to increase student academic achievement, positive attendance and work directly with our most at risk student population. Consultant for 185 days of service to be rendered in order to receive compensation equal to but not exceed annual total as reflected in the agreement. An amount equal to a daily average shall be deducted from monthly total of \$4,545.45. for non-service days each month.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this 25 day of May, 2021 ("Effective Date"), by and between Marysville Joint Unified School District at 1919 B Street, Marysville, CA 95901, hereinafter called "Client", and Cooperative Strategies, LLC at 2855 Michelle Drive, Suite 230, Irvine, CA 92606, hereinafter "Consultant" and each, a "Party" or together, the "Parties". The Parties, in consideration of the mutual promises and conditions herein contained agree as follows:

ARTICLE I.
SERVICES TO BE PERFORMED BY CONSULTANT

Section 1.1 Services, Statement of Work. Client hereby retains Consultant to perform the services ("Services") set forth in the Statement of Work (the "SOW") attached as Exhibit A to this Agreement, which is hereby incorporated by reference. In the event of a conflict between this Agreement and the SOW, the SOW shall prevail for the purposes of such SOW only.

Section 1.2 No Agency. The relationship of the Parties is that of independent contractors. Nothing herein will be deemed to create an employment, agency, joint venture, or partnership relationship between the Parties or any of their agents or employees. Neither Party will have the power to enter into any contracts or to incur any liabilities on behalf of the other.

ARTICLE II.
OWNERSHIP; USE

Section 2.1 Consultant Materials. Consultant owns any and all work product created in the performance of this Agreement, including all intellectual property rights therein, including, but not limited to: (a) computer software (including financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments conceived, created, discovered, invented, or reduced to practice ("Consultant Materials").

Section 2.2 Client's Rights and Obligations. This Agreement only entitles Client to a right to use the hard copy or electronic reports portion of the Consultant Materials (each a "Report"). Client shall not reuse Reports for any unlawful purpose. Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, members, managers, employees, and subcontractors ("Consultant Indemnified Parties") against any damages, losses, liabilities, and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from the unauthorized use of the Consultant Materials or Reports by or through Client.

Section 2.3 Rights. Consultant reserves all rights in Consultant Materials, including the Reports. Consultant may use Consultant Materials for any purpose during the

term of this Agreement or thereafter. Client agrees that Consultant has spent and will spend substantial time and effort in collecting and compiling data and information (including Client Data, as defined below) (the "Data Compilations") in order to produce the Report(s). Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale, or distribution to third parties, provided that Consultant will not sell or distribute Client's Confidential Information that may be contained in Data Compilations unless such information is used on an aggregated, anonymous basis.

ARTICLE III. **COMPENSATION**

Section 3.1 Fees. Client shall pay Consultant a professional fee according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the SOW.

Section 3.2 Reserved.

Section 3.3 Invoices. Consultant shall deliver to Client an invoice for Services performed and reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed on past due accounts. Payment shall not be subject to any discounts or set-offs.

ARTICLE IV. **OTHER AGREEMENTS OF CONSULTANT**

Section 4.1 Performance. Consultant shall perform the Services in accordance with the SOW and generally accepted industry standards.

Section 4.2 Necessary tools. Consultant shall supply all tools and instrumentalities required to perform the Services under the Agreement.

Section 4.3 Workers' Compensation. Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Services as required by law. Consultant shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

Section 4.4 Liability Insurance. Consultant shall, at its sole cost and expense, carry and maintain throughout the term of this Agreement professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate. Evidence of such insurance shall be provided to Client as soon as reasonably practicable following Client's written request.

ARTICLE V.

OTHER AGREEMENTS OF CLIENT

Section 5.1 Client's Assistance. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant. Client shall also satisfy any assumptions, perform any SOW obligations, and comply with all applicable laws and regulations.

Section 5.2 Client Responsibility.

(a) Client acknowledges Consultant will be using various data, reports, studies, computer printouts and other information, documents, and representations as to facts, the source of which may be Client ("Client Data"), and data from public agencies or third-parties ("Other Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in performing Services, and that Consultant shall not be obligated to verify the accuracy of the Client Data or Other Data or be responsible for its impact of on its work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver the Client Data to Consultant and neither the Client Data, nor its use shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that Client Data does not contain any viruses or other damaging or disabling code.

Section 5.3 Non-Solicitation. Client shall not solicit for employment or hire Consultant's employees during the term and for one year following the termination of this Agreement; provided, however, that this shall not prohibit Client from generalized solicitation or advertising, including the use of an independent agency or search firm whose efforts are not specifically directed at such employees. Such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason, or (b) whose employment or solicitation has been agreed upon in writing by Consultant.

ARTICLE VI.

TERM; TERMINATION

Section 6.1 Term. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

Section 6.2 Convenience. Either party may terminate this Agreement (and the SOW) for convenience upon thirty (30) prior written days' notice to the other party.

Section 6.3 Breach. Either party may terminate this Agreement with written notice to the other party in the event of a material breach which is not cured within ten (10) days. Without limiting the foregoing, if Client fails to make payments when due, Consultant may suspend Services upon notice. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (if Consultant has not terminated the Agreement), Consultant shall resume Services and the

SOW shall be adjusted for the suspension period plus reasonable time and expense for the Consultant to resume performance.

Section 6.4 Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses, and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.

Section 6.5 Mutual Indemnification. Each Party shall defend, indemnify and hold the other Party harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees and expenses, arising out of or connected with this Agreement when such Claims arise from, relate to, or in any way result from (i) breach of any representation or warranty in this Agreement, (ii) breach of any applicable law or (iii) gross negligence or willful misconduct. Client's obligations under this subsection shall be reduced to the extent that they arise out of Consultant's gross negligence or willful misconduct.

Section 6.6 Survival. Sections 1.2, 5.2, 5.3, 6.4, 6.5, 6.6, and Articles II, III, VII, and VIII shall survive the expiration or termination of this Agreement.

ARTICLE VII. **CONFIDENTIALITY**

Section 7.1 Definition. "Confidential Information" means all information that is disclosed by a party to the other party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors, or business in general. It shall not include any item which: (i) the receiving party can prove was in its possession prior to disclosure thereof by the disclosing party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving party; (iii) is rightfully disclosed to the receiving party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by the receiving party's written records. The Consultant Materials are Consultant's Confidential Information (subject to the rights set forth in Section 2.2).

Section 7.2 Obligation. Each party, as a receiving party, shall (a) hold all Confidential Information in confidence and not disclose same to anyone except its employees who have a need to know and who are bound by the confidentiality and nondisclosure restrictions herein; (b) use the other party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect Confidential Information with the same degree of care it uses with its own information of like importance, but in no event less than a reasonable standard of care.

Section 7.3 Compelled Disclosure. If either receiving party is required by law to disclose any Confidential Information, the receiving party shall provide the disclosing party with prompt oral and written notice, so that the latter may seek a protective order or other

appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving party shall furnish only that portion of the Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the disclosing party's Confidential Information.

Section 7.4 Injunctive Relief. Each party agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each party agrees that the other party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.1 Notice. Any notices to be given hereunder may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: lferchaw@coopstrategies.com; Client: _____), but each party may change the address by written notice in accordance with this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

Section 8.2 Assignment. Neither party may assign this Agreement, in whole or in part without the express written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a party's equity or assets. Any such attempted assignment or delegation shall be void. This Agreement shall inure to the benefit of and shall be binding upon the Parties' successors and permitted assigns.

Section 8.3 Not Public Official. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term, or a similar term, is used under applicable law. The Parties agree that Consultant is not a "public official" or "participating in governmental decision" as those terms, or similar terms, are used under applicable law, and that no actions and opinions necessary for the performance under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms, or similar terms, are used under applicable law.

Section 8.4 Entire Agreement. This Agreement and Exhibits A and B supersede any and all agreements, either oral or written, between the Parties with respect to Services. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending, or replacing such statute.

Section 8.5 Amendment. This Agreement and any exhibit hereto may not be modified except as expressly provided herein or in writing by the parties and signed by authorized representatives of both Parties.

Section 8.6 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 8.7 Dispute Resolution.

(a) Except as set forth in Section 7.4, the Parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association (AAA). If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration under subsection (b).

(b) Except as set forth in Section 7.4, upon written, served request, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the AAA and the provisions of applicable law. The arbitration shall take place in a location mutually agreed to by the parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The first and second arbitrator shall then select a third arbitrator who shall conduct the arbitration. The parties may select arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. No arbitration shall include by way of consolidation or joinder any parties or entities not a Party to this Agreement without the express written consent of Parties and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to any other rights and remedies, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all arbitrator fees and expenses and all arbitration costs.

Section 8.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding choice of law rules.

Section 8.9 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with cause of action in favor of a third party against either Party.

Section 8.10 DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF SECTION 2.2 or ARTICLE VII, NEITHER PARTY, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 8.11 Force Majeure. Neither party will be liable for failure to perform (except for payments owing) due to circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities,

fuel, energy, labor, or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay.

Section 8.12 Limitation of Liability. The parties intend that the Services shall not subject Consultant Indemnified Parties to personal legal exposure. Therefore, notwithstanding anything to the contrary, Client agrees that Client's sole and exclusive remedy, and any claim, demand or suit shall be directed and/or asserted only against Consultant and not against Consultant Indemnified Parties. Consultant's total liability for any cause of action, including contract, tort and otherwise, shall not exceed the sum paid to Consultant under this Agreement. The limitations of liability and exclusion of certain damages shall apply regardless of the effectiveness of any of the remedies provided for under this Agreement. Any action against Consultant must be brought within twelve (12) months after the cause of action arises.

Section 8.13 DISCLAIMER. EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE. CONSULTANT CANNOT GUARANTEE RESULTS AND CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT USE OF CONSULTANT MATERIALS AND IMPLEMENTATION THEREOF WITHIN CLIENT'S ORGANIZATION IS AT CLIENT'S OWN DISCRETION AND RISK.

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:

CLIENT:

Cooperative Strategies, LLC

Marysville Joint Unified School District

By: _____



Larry Ferchaw
Executive Director

By: _____



ASSOC. Supt. of Business Services

Date: May 10, 2021

Date: _____

EXHIBIT A

STATEMENT OF WORK

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT DEMOGRAPHIC STUDY

Cooperative Strategies, LLC ("CS" or "We") will provide Student Potential Analysis services to Marysville Joint Unified School District ("MJUSD" or "School District"). This process produces a district-wide estimate of students based on historical and anticipated rates of housing development, including vacant developable land, into the future. The table below details the specific activities and tasks we will perform under this Statement of Work.

**Assumes student data is received in Week 1.*

ACTIVITY & TIMING*	TASKS
1. Kick-off Meeting Week 1	1.A. Kick-off Meeting CS will hold a Kick-Off Meeting to review process, timeline, and data requests. We will use this meeting with administration to discuss any issues that have impacted enrollment in the past and / or may impact enrollment in the near future.
2. Collect and Review Data Weeks 1-4	2.A. Review Data, Information, and Documents CS will collect and review the information required to perform the demographic consulting services by reaching out to sources such as: <ul style="list-style-type: none">• School District• County Assessor• City/County Planning Departments• Regional Planning Commissions• Other relevant city, county, state, or federal agencies Information collected can include such things as: <ul style="list-style-type: none">• Current student database including student ID, special education data, address, and school and grade level data.

ACTIVITY & TIMING*	TASKS
<p>2.</p> <p>Collect and Review Data</p> <p>Weeks 1-4</p> <p><i>(continued)</i></p>	<ul style="list-style-type: none"> Planned and/or approved residential developments within the School District Parcel, address point, zoning, and current and future land use data from counties that feed into the School District Comprehensive Plans <p>We will make sure to use the most current data available.</p> <p>2.B. Geocoding</p> <p>Geocoding involves using the student database to place each student electronically on a map. CS will perform this process to address-match all students in the School District so enrollment can be analyzed in our Geographic Information System (GIS). Documentation will include the geocoded student file, address-matching specifications, accuracies, and other reference data used to create the file. During geocoding, we will:</p> <ul style="list-style-type: none"> Organize GIS data in the coordinate system of local data sources Perform quality control on student address data Address-match each student record using ArcGIS software Include GIS metadata where appropriate
<p>3.</p> <p>Analyze Data</p> <p>Weeks 4-6</p>	<p>3.A. Create Existing Subdivision Analysis</p> <p>CS will coordinate with MJUSD to create an existing subdivision data set to analyze the following:</p> <p>Housing:</p> <ul style="list-style-type: none"> Housing type: single family, detached condos, attached condos, apartments Number of housing units Home value data Home square footage data (if available) Numbers of bedroom, bathroom, etc. (if available) Year built data <p>Student Data:</p> <ul style="list-style-type: none"> Counts of students by grade Student yields (number of students per housing unit) Student grade-level distribution

ACTIVITY & TIMING*	TASKS
<p>3.</p> <p>Analyze Data</p> <p>Weeks 4-6</p> <p><i>(continued)</i></p>	<p>3.B. Analyze Future Land Use</p> <p>CS will analyze all future developable land, using municipal planning data (zoning and land use) to categorize every developable parcel in the School District greater than five acres. The categories are created to develop a timeline of potential development and include the following:</p> <ul style="list-style-type: none"> • <u>Approved Developments</u> – projects that have been approved and all infrastructure is in place. These areas will likely be occupied within 1-3 years. • <u>Proposed Developments</u> – projects that are in the planning process and may have all necessary zoning changes approved, but the infrastructure may not yet be in place. These areas are likely to develop in 2-5 years. • <u>Developer-Owned Land</u> – typically, developers already own large tracts of agricultural land but have not completed the rezoning process yet to increase the density of homes that may be developed. Depending on market forces, this category is likely to develop in 4-10 years. • <u>Vacant Agricultural Land</u> – property that is still owned by agricultural interests and is typically located outside of infrastructure footprints. These areas may develop in 10-15 years. <p>In cases of developer-owned and agricultural land that still has agricultural zoning densities, we will build a model assuming that the areas will be rezoned to typical residential densities.</p>
<p>4.</p> <p>Develop and Apply Student Yield Modeling</p> <p>Weeks 5-9</p>	<p>4.A. Develop Student Yield Sliding Scale***</p> <p>This task goes beyond a typical build-out study, which would just apply a student-yield factor to all developable land. An inherent issue with that model is that it does not account for any decline or turnover in enrollment of existing housing stock. Planning with this type of analysis long-term may result in a school district over-building their facilities.</p>

ACTIVITY & TIMING*	TASKS
<p>4.</p> <p>Develop and Apply Student Yield Modeling</p> <p>Weeks 5-9</p> <p><i>(continued)</i></p>	<p>Analysis of data from across the country has revealed a trend of declining student enrollment from established subdivisions over time (they typically have increasing student yields for the first 10-15 years, then begin to gradually decline). Some individual subdivisions may be impacted by this trend more than others, but there is data to support the overall concept.</p> <p>CS will analyze the subdivision data developed in Task 3.A to determine a sliding scale of student yields based on subdivision age. We will plot all existing subdivisions on this sliding scale, as some of them may already be on the low-yield end based on age and are not anticipated to decline further.</p> <p><i>***Student Yield Sliding Scale development is dependent upon the availability of year-built data. If year-built data is not available, we will discuss an alternative analysis (based on data availability) with the School District.</i></p> <p>4.B. Create Growth Scenarios for Future Developable Land</p> <p>CS will analyze historical development trends based on the number of homes built per year to create high, moderate, and low-growth scenarios for future developable land.</p> <p>We will also apply the student yield sliding scale discussed in the previous task to the future developable land analyzed in Task 3.B, in the order of likely development.</p> <p>Based on the high, moderate, and low building trend models, we will show when each category of developable land will be exhausted and how many students are anticipated to come from those areas.</p> <p>The complete model will identify peak enrollment numbers and years based on high, moderate, and low building rates along with the year and potential enrollment once all development has been completed and all developments have aged-through the sliding scale. Depending on building pace and how much developable land is remaining, this may be 50-100 years away.</p>

ACTIVITY & TIMING*	TASKS
5. Create and Present Report Weeks 10-12	<p>5.A. Create Comprehensive Report</p> <p>CS will use the data created and analyzed in the above tasks to create a draft comprehensive Student Potential Analysis report to review and discuss with the School District. We will provide a finalized report upon completion of the study. All data used in this process will be provided to MJUSD in Adobe PDF, Microsoft Excel, and/or Shapefile format.</p> <p>5.B. Present Final Report</p> <p>At the request of the School District, CS will present our finalized Student Potential Analysis and Enrollment Projections reports on site at MJUSD.</p>

EXHIBIT B

FEE SCHEDULE

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
DEMOGRAPHIC STUDY**

The proposed flat fee for Cooperative Strategies to perform the services, as described in Exhibit A of this Agreement, is outlined in the table below. Cooperative Strategies shall bill on a monthly basis based on the percentage of work completed.

SERVICE DESCRIPTION	PROPOSED FEE
Student Potential Analysis	\$16,500 (Inclusive of all expenses)

STANDARD HOURLY RATES

Should the School District request meetings or additional services outside the scope outlined in this proposal – such as our attendance at additional Board Meetings – the fee for such services, including meeting preparation and travel time, will be billed at Cooperative Strategies' standard hourly rates below, plus reimbursable expenses.

POSITION	RATE
Executive Director	\$250/hour
Senior Director	\$225/hour
Associate Director	\$175/hour - \$225/hour depending on level of experience
Senior Associate	\$150/hour
Associate	\$120/hour
Research Assistant	\$85/hour