

CenterTrack® Deployment Agreement

THIS CenterTrack® Deployment Agreement including its appendices (the "Agreement"), dated as of July 1, 2021 (the "Effective Date"), is made and entered into by and between Controltec, Inc. ("Controltec"), having its principal place of business at 613 West Valley Parkway, Suite 345, Escondido, California 92025, and Marysville Joint Unified School District ("Client"), having its principal place of business at 1919 B Street, Marysville, CA 95901. Herein, either of Controltec or Client is referred to as a "Party" and together they are referred to as "Parties."

WHEREAS, Controltec has developed proprietary software known by the trade name of CenterTrack which tracks and maintains historical data regarding the pertinent attributes of, and relationships among, casework and eligibility staff, cases, eligibility periods, clients, parents, children, childcare centers, schedules, approved rates, attendance reports, parent fee invoices, relative to the regulations and processes associated with childcare subsidy programs ("CenterTrack");

WHEREAS, Controltec offers a supplementary service to CenterTrack which will permit families to make Internet-based payments for such child care services to Client through a third party vendor ("ParentPortal");

WHEREAS, Controltec offers a supplementary service to CenterTrack which permits providers/centers to track attendance using tablets and smartphones ("KinderSign/KinderSmart");

WHEREAS, ParentPortal and KinderSign/KinderSmart are each referred to herein as a "Supplementary Service";

WHEREAS, Client may desire to include one or more Supplementary Services to CenterTrack as indicated on the Client Proposal attached as Exhibit A hereto which appendix is incorporated herein by this reference and is governed by and subject to the terms of this Agreement (the "Proposal");

WHEREAS, Client desires, and has the administrative capability, to implement CenterTrack and any selected Supplementary Service;

WHEREAS, Controltec has the expertise and knowledge to deploy and support CenterTrack and any applicable Supplementary Service; and

WHEREAS, the Parties are each authorized and empowered to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Responsibilities of Controltec. Under the terms hereof, and in consideration of the payment of the various fees set forth in the proposal,) Controltec shall provide to Client for the Term (as hereinafter defined) a non-transferable and non-exclusive license to use, and have used, only for Client's own purposes, without any right to sell, rent, sub-license, provide to others (whether for a fee or not), reverse engineer or disassemble, or permit any third party to so do, a proprietary software system of Controltec, incorporating functionality of: (i) CenterTrack; (ii)

ParentPortal (to the extent selected in the Proposal); and (iii) KinderSign/KinderSmart (to the extent selected in the Proposal). CenterTrack, KinderSign/ KinderSmart (to the extent selected in the Proposal) and ParentPortal (to the extent selected in the Proposal) are collectively referred to as the "Software"). Controltec shall also provide Maintenance Services (as hereinafter defined). Such Software and Maintenance Services shall be generally in accordance with the Proposal. "Training" and "Program Management" (both to the extent set forth in the Proposal) shall be provided by Controltec. In general, the Software as competently used by the Client will:

- a) Track pertinent child information as it pertains to the attendance at any of Client's childcare centers;
 - b) Facilitate (to the degree reasonably possible) the process of entering attendance data into system using bills/attendance sheets from all Client's childcare centers;
 - c) Facilitate (to the degree reasonably possible) document tracking, correspondence issuance and report generation by automating these tasks;
 - d) To the extent ParentPortal is a component of the Proposal, permit Client's customers to make payments for services provided by Client via an Internet-based platform and communicate the occurrence of such payments so that the applicable customer's records on CenterTrack are appropriately updated; and
 - e) To the extent KinderSign/KinderSmart is a component of the Proposal, permit providers/centers to track attendance using tablets and smartphones.
2. Responsibilities of Client. During the Term Client shall cooperate with Controltec, so that Controltec can fulfill its responsibilities, in particular, and without limitation, and at its cost, by:
- a) Agreeing with Controltec within ten (10) calendar days of the execution hereof on a timetable of activities leading to the installation of the Software on Controltec's servers (the "Timetable"), the date of such agreement being the "Project Start Date," and the Timetable shall set forth the target for the date upon which the Software shall have been installed on Controltec's server for the Client (the "Deployment Complete Date") and the target for the subsequent date upon which Training shall have been completed (the "System Complete Date").
 - b) Confirming by its execution hereof that the Software functions as explicitly set forth in the Proposal will satisfy its requirements and result in the immediate payment to Controltec of the amount of the System Complete Fee;
 - c) Timely providing to Controltec full, complete and accurate responses to inquiries of Controltec that arise during the Term;
 - d) Timely providing staff in amounts and with personal competence necessary to operate the Software;
 - e) To the extent set forth herein, ensuring that Client does not sell, rent, sub-license, provide to others (whether for a fee or not), reverse engineer or disassemble the Software, or allow any third-party to access the Software;

- f) Providing, at its own cost, Internet access at all its facilities that need to have access to the Software;
 - g) Providing, at its own cost, telephone service in the event Client would like to contact Controltec technical support for assistance, online training sessions, one-on-one or in general training webinars conducted by Controltec; and
 - h) Providing, at its own cost, telephone service in the event Client's customers would like to contact Controltec technical support for assistance.
3. Service Usage. During the Term, and in consideration of the timely payment by the Client of the fees set forth in the Proposal, Controltec shall enable Client's: (a) use of CenterTrack; and (b) to the extent identified in the Proposal, use of KinderSign/KinderSmart and/or ParentPortal, as applicable ("Service Usage").
- a) Controltec shall be responsible for all hardware, system and utility software, and operating and Intranet connection costs of the computer system on which the Software is resident.
 - b) Controltec shall provide a license for the Client to install KinderSign on Client-owned devices and a license for KinderSmart for parents to install on their own personal smartphones.
 - c) The Software shall be accessed by standard Internet connections by individuals or entities authorized by the Client logging in to an Internet web site. CenterTrack is maintained and updated to be compliant with requirements of the State of California Department of Education. Controltec reserves the right to set reasonable implementation schedules for new requirements after the requirements are published. Among other constraints, such usage on behalf of the Client shall be:
 - (i) Restricted to the sole and direct business purposes of the Client and its customers and not extend to any other person or entity.
 - (ii) Utilized only for lawful purposes and not in violation of any municipal, state or federal statute, code or regulation.
 - (iii) Subject to immediate discontinuance by Controltec at any time and without notice to Client in the event that Controltec at any time reasonably determines that the service is being utilized by the Client, or by persons or entities authorized by Client, in contravention of the terms and provisions of this Agreement. Such discontinuation shall be treated as a termination by Controltec for Cause on the part of the Client, as set forth in Paragraph 6 hereof.
4. Maintenance Services. During the Term, and in consideration for the timely payment by the Client of the fees set forth in the Proposal, Controltec shall provide a maintenance service from its California facilities which "Maintenance Services" shall:
- a) Be generally responsive to telephone and e-mail requests from Client and its customers in providing Client and its customers with assistance in the use of the Software by any reasonably competent individual. Controltec will respond within one business day, or better, during its normal business hours Monday through Friday, from 8:00 a.m. to 5:00 p.m. Pacific Standard Time. The resolution of the issue responded to may require additional time, depending upon its complexity. Controltec will provide at no extra cost to Client up to

sixteen (16) hours per month of time expended by Controltec on combined telephone, email, on-line support, and staff time involved in researching Client's and its customer's issues. Unused time does not carry forward to subsequent months. If Controltec provides more than sixteen (16) hours of assistance in a particular month, Controltec will inform Client in writing before charging any extra costs.

- b) Be reliant upon Client providing documentation, in a format prescribed by Controltec, indicating that a problem is believed by Client to be caused by a defect in the Software. Upon receipt of such completed documentation, Controltec will use commercially reasonable efforts to respond to a defect in the Software within three (3) business days by issuing defect correction information, such as correction documentation, corrected code, or notice of availability of corrected code, or a restriction or a bypass. If an error attributable to a defect in the Software does not allow the Software to perform necessary processing functions ("Critical Error"), Controltec agrees to begin correction of the Critical Error immediately upon Client's notice to Controltec thereof and to provide diligent and continuous support until the Critical Error is corrected. Corrected code provided by Controltec to Client shall be deemed to be a part of the Software.
- c) Provide custom, programming services to add to or modify the functionality of the Software ("Extra Services"), including the preparation of forms for which data is not then resident in the data records of the Software, correct operating problems of the Software caused by the Client (other than in following the specific written instructions of Controltec) and other technical support requested by the Client, including the conversion of data from or to the format of the Software. The cost of such, and any additional effort required by Controltec as a result of the extension of, or delays to, the Timetable by the Client, shall be payable by the Client within thirty (30) calendar days of presentation of an invoice by Controltec which shall rate the actual hours expended and travel time, if any, at the Hourly Rate (as defined in the Proposal), with the addition of any required travel and accommodation costs or expenses related thereto incurred by Controltec, if any. Any software features resulting from Extra Services are the exclusive property of Controltec and shall be deemed to be Software.
- d) Make available to the Client for purchase any optional modules ("Additional Software"). Additional Software will be considered any new program features not specifically included in the Proposal. In the event Client purchases any Additional Software, then such shall be considered Software for the purposes hereof.

- 5. Term. This Agreement shall commence upon the Effective Date and shall continue for a period of time of twelve (12) months and on each anniversary of the Effective Date shall be automatically renewed for an additional twelve-month period unless either Party shall have given written notice to the other Party sixty (60) calendar days prior to the end of the then current 12-month period (the "Term"). At the end of the Term in ordinary course or any earlier termination for Cause or Convenience (both as herein after defined), the Client shall immediately (i) make no further use of the Software, (ii) cause to be removed from all computers in its use or possession all machine readable copies of the Software, (iii) return to Controltec all materials previously supplied by Controltec and all copies made, or permitted to be made, thereof by Client, whether in machine readable form or not, and Controltec shall have no obligation to provide Maintenance Services nor provide Service Usage.

- 6) Early Termination. This Agreement may be terminated early by Client either for Cause or Convenience (both as defined below) and may only be early terminated by Controltec for Cause (as defined below).
- a) "Cause" shall mean the failure on the part of a Party to fulfill its obligations hereunder, without limitation including the failure by Client to timely pay any monies due hereunder to Controltec, provided that, other than as set forth in Paragraph 3 hereof, the Party providing Cause shall be given a period of thirty (30) calendar days to cure such breach after a notice from the Party alleging such breach.
 - b) "Convenience" shall mean a decision by Client, conveyed to Controltec by a notice and effective thirty (30) days after Controltec's receipt of such notice, to terminate this Agreement for any reason other than Cause.
 - c) In the event of a termination hereof by Client for Cause, Client shall, in addition to its other obligations hereunder, have no obligation to pay any further monies otherwise due hereunder to Controltec and Controltec shall retain all monies then previously paid to it by Client.
 - d) In the event of a termination hereof by Client for Convenience and/or in the event of a termination hereof by Controltec for Cause on the part of the Client, Client shall, in addition to its other obligations hereunder, immediately pay to Controltec any balance amount of the Project Start Fee, the Deployment Complete Fee and the System Complete Fee then not previously paid to Controltec, and any due but unpaid amounts of the System Usage Fee, Service Usage Fee, Maintenance Fee or ParentPortal Service Fee and any unpaid balance of any previously authorized amount of Extra Services and Additional Software.
- 7) Obligations Surviving Termination. The Parties agree that the provisions hereof, and the responsibilities, obligations and rights set forth herein, in paragraphs hereof numbered 5, 6(c), 6(d), 7, 10 (only with regard to events during the Term), 12, 16, 17 and 18 hereof shall survive any termination of this Agreement.
- 8) Payment. Client agrees to pay Controltec the Project Start Fee, the Deployment Complete Fee and the System Complete Fee in the amounts and upon the timing set forth in the Proposal. Subsequent to the first twelve (12) months of the Term, Client agrees to pay the amount of the Maintenance Fee, ParentPortal Fee, and the Service Usage Fee or the System Usage Fee, and Controltec may alter the amount of the Service Usage Fee, System Usage Fee, Maintenance Fee, ParentPortal Service Fee and Hourly Rate by providing Client a written notice with a period of effect of not less than sixty (60) calendar days. All invoices are due Net 30 days. Client shall also pay the amount authorized in writing by the Client for any Extra Services or Additional Software.
- 9) Independent Contractor. During the Term hereof, Controltec shall be an independent contractor and not an employee, servant, or agent of the Client. Controltec shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee relationship, nor a joint venture, between Controltec and Client.

10. Indemnification. Each Party (the "Indemnitor") shall indemnify and hold the other (the "Indemnatee") harmless from any loss, expense, liability, claim, demand, or judgment, including reasonable costs of attorneys (collectively, "Losses"), arising or resulting from third party claims or actions which result from the negligence, misconduct or breach of this Agreement by Indemnitor, provided that the Indemnitor's obligations under this Section 10 will be reduced to the extent that any such Losses result from the negligence, misconduct or breach of this Agreement by Indemnatee. OTHER THAN DAMAGES WHICH RESULT FROM A BREACH OF SECTION 12, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OTHER ECONOMIC LOSS) EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. THE LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE) OF EACH PARTY TO THE OTHER OR TO ANY THIRD-PARTY CONCERNING PERFORMANCE OR NON-PERFORMANCE OR OTHERWISE RELATED TO THIS AGREEMENT SHALL IN THE AGGREGATE BE LIMITED TO THE DIRECT AND ACTUAL DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, IN FACT, ARISING BY OPERATION OF LAW OR OTHERWISE, AND THE PARTIES AGREE SPECIFICALLY THAT THERE ARE NO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR OF MERCHANTABILITY OF THE SOFTWARE. CONTROLTEC'S MAXIMUM LIABILITY TO CLIENT UNDER THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES RECEIVED BY CONTROLTEC FROM CLIENT DURING THE SIX MONTH PERIOD PRIOR TO THE EVENT WHICH CREATES SUCH LIABILITY.
11. Force Majeure. Other than Client's obligations to pay the fees set forth in the Proposal, no Party shall be liable to the other for any loss, delay, claims or damages which may be suffered arising out of any delay or interruption of service caused by events beyond a Party's control including, but not limited to, acts of God, losses or damages resulting from the loss of data, non-deliveries, or service interruptions, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotion, the effects of action of terrorists, or acts of public authorities with actual or apparent authority, or the like.
12. Confidentiality. The Parties shall observe and require the observance of applicable federal and state requirements relating to confidentiality of Client's client records and information and agree not to allow examination of records or disclose information, except as may be necessary to assure that the purposes of this Agreement will be effectuated.

Client agrees on its behalf and on behalf of its employees, consultants, representatives and entities or individuals that use the Software or services on its behalf or with its approval (hereinafter "Recipients") that all information communicated to Recipients with respect to software and business affairs of Controltec, and any other information gained by Recipients by reason of association with Controltec, or access to the Software or service (whether or not that information was directly, indirectly, intentionally or unintentionally communicated) is the confidential information of Controltec.

Controltec 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. Controltec will designate and train responsible individuals on ensuring the security and confidentiality of pupil records and Controltec 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, Controltec will provide such information reasonably requested by Client in order for Client to verify Controltec's compliance with FERPA and such other state and federal laws applicable to the security and confidentiality of pupil records.

Notwithstanding other provisions of this Agreement, Client shall indemnify Controltec from and against any loss, specifically including loss of profits that it may suffer or incur, in any way, as a direct or indirect result of any unauthorized disclosure or use of such confidential information.

13. Statutory Compliance. The Parties shall perform their obligation hereunder in accordance with all applicable federal, state and local laws, rules and regulations, including without limitation any applicable provisions of FERPA and the Labor Law of the State of California. All statutory provisions applicable to this Agreement are hereby incorporated by reference. By executing this Agreement, Controltec certifies that it is not suspended or barred from receiving federal funds.
14. Assignment. Neither Party shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any of its right, title, or interest therein, without the prior written consent of the other Party, which consent shall not unreasonably be withheld, provided that Controltec shall be free to assign this Agreement in the event of its experiencing any change of control (including by reason of sale of equity interests, acquisition, merger or sale of some part of its assets).
15. Amendments. No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by an authorized representative of each Party. A waiver of any breach hereof shall not prevent forfeiture for any succeeding breach.
16. Attorney Fees and Costs. If any action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, which may be set by arbitration or by a court of competent jurisdiction, in addition to any other relief to which that Party may be entitled.

17. Notices. All notices and other communications hereunder (each a "Notice") shall be in writing, except as herein specifically provided, and shall be deemed to have been given, and any period of effect shall commence five (5) business days after being sent to the other Party at the addresses first set forth above (i) by first class, registered or certified mail, postage prepaid; (ii) by recognized overnight courier; or (iii) by e-mail provided that such e-mail shall be confirmed within one (1) business day by first class, registered or certified mail, return receipt requested, postage prepaid, or recognized overnight courier. A Party may change addresses by serving a Notice hereunder on the other Party.
18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles. The parties each hereby consent to exclusive jurisdiction and venue for all purposes in the state courts located in San Diego, California, or the Federal District Court for the Southern District of California.
19. Section Headings. Section headings are for convenience only and shall not be considered a part of the terms and conditions of this Agreement.
20. Waiver. Any waiver by either Party of the obligations of the other Party shall be deemed to be a specific, limited waiver, and shall not be deemed to be a waiver of the subsequent occurrence of the same, similar, or any other particular set of circumstances.
21. PCI-DSS Compliance. Controltec represents and warrants that it is not subject to the compliance standards of the Payment Card Industry Data Security Standard ("PCI DSS") in connection with the activities contemplated by this Agreement. Controltec does not process, store, obtain or transmit credit card information and instead utilizes third parties for such activities who themselves are responsible for being in compliance with PCI DSS.
22. Agreement After Negotiation. This Agreement has been made after negotiation between the Parties, each of which is of substance and extensive business experience, and each of which has had the opportunity of consulting counsel to the full extent it deems necessary and appropriate prior to the execution of this Agreement.
23. Entire Agreement and Severability. This Agreement constitutes the entire agreement between the Parties, and represents the complete and entire understanding of the Parties with respect to the subject matter hereof, and supersedes any other agreement or understanding between the Parties, whether written or oral. In the event that any term or provision of this instrument is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this instrument and the agreement which it evidences shall remain in full force and effect.
24. Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Execution of this Agreement may be accomplished via facsimile or email exchange of signed PDF execution copies.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, and in consideration of the covenants and agreements contained herein, do hereby execute this Agreement effective as of the Effective Date, with each Party warranting their ability to enter into this Agreement for the person or entity herein named as a Party hereto.

CONTROLTEC, INC.

MARYSVILLE JOINT USD

By: 

By: _____

Name: Norbert Haupt

Name: Penny Lauseng

Title: President

Title: Asst. Supt. of Business Services

Exhibit A – Copy of Proposal
Please See Below

**CenterTrack® Proposal for
Marysville Joint Unified School District
Proposal Number 1918
May 24, 2021**

PROPOSAL OVERVIEW

Controltec is pleased to offer this proposal for CenterTrack, our center-based, childcare management software system. Please review the various sections of this proposal for detailed information about program functionality and deployment matters.

CenterTrack is accessed through an internet browser, thus we support all major Desktop internet browsers (Firefox, Chrome, Edge, Safari)

Any features or enhancements that are not specifically listed in this proposal are not included in the cost herein and will require subsequent proposals, if requested.

OPTIONAL MODULES

KinderSign app to be used on two (2) tablets. If increased, then fees will be adjusted.
Parent Portal for families to access invoice information.

LICENSE FEES

CenterTrack deployments are licensed according to the number of active children served. The monthly fees consist of monthly usage and maintenance fees, which are billed annually, in advance.

This proposal assumes your agency will have up to fifty-six (56) children. If your child count exceeds the count by 10%, your contract will be adjusted accordingly.

HOSTING DETAILS

CenterTrack is accessed via a secure Internet connection. This proposal assumes that Controltec, Inc. will host the website and database on its servers, which are housed in a discrete, co-location Internet hosting facility.

The system will be hosted at a Zayo co-location facility in San Diego, California. The facility has two redundant GigE (gigabit Ethernet) circuits for its Internet service. The first circuit is their primary and second circuit is used as the failover. The facility provides a physically secure (Biometric, access list, check-in/check-out list and photo ID required), climate-controlled facility with conditioned and redundant power, which provides emergency failover to protect all systems. This includes two backup power by diesel generators in the event of a complete blackout of the local power grid.

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We have a server standing by to take over both web and database services in the event of a single server failure and our database server is set up in a redundant mode to provide standby data recovery of no more than ten minutes of data loss.

Our data backup strategy includes backing up data to a backup appliance in the data center with offsite backup to a separate physical location on an ongoing basis.

Controltec's systems are self-monitoring. Whenever any failure is detected, an engineer is alerted and will either deal with the emergency directly or call the responsible person. This monitoring takes place on a continual basis.

OWNERSHIP OF DATA

All data in your agency's database is entered and owned by your agency. The data is managed and protected and removed using NIST-800-53 and FERPA frameworks. Controltec never makes changes to the data, unless specifically requested in writing by your agency in the course of normal support operations. At the end of the contract, your agency can request a backup copy of the database which will contain all agency data as of the end of the contract. Such backup will be delivered through a secure transmission process or on separate media.

SECURITY, UPDATES AND PATCHES

Controltec maintains all of its hosted systems. Firewall, Intrusion Detection System and Intrusion Protection System (IDS/IPS) and Security Incident and Event Management System (SIEM) is used to protect and monitor all of Controltec's web and database servers and internal networks. Operating systems are monitored and patched when necessary, at regular intervals.

All of Controltec's hosted systems force HTTPS for web traffic. The CenterTrack system secure certificate is covered if the agency site is published under a Controltec secured domain name. If an agency requires a different domain name then a unique digital certificate will need to be purchased, which will be billed to the agency. There is an annual renewal fee of approximately \$395, which will be billed to the agency to cover the renewal cost for the digital certificate.

SERVICES – DEPLOYMENT

Project Management

Project Management includes overseeing the system deployment and coordinating all customer communications. Project management activities will be performed remotely, via telephone or webinar connections. Our project manager will meet with your management staff and IT departments to establish a detailed plan to manage the transition from your existing processes to CenterTrack, creating what will be known as your Timetable. This meeting will include a detailed process review and discussions of any hardware or software requirements that may be necessary. The project manager will create a schedule of all transition events and define the items for the CenterTrack deployment. During this phase of deployment, your agency needs to have key people accessible for discussion with Controltec's project manager and engineers. Some of this work may be done in onsite visits, some in conference calls or via

email. In the event that more than eight (8) hours of Project Management time are required, through no fault of Controltec, then additional charges may be incurred, if authorized in advance by the agency.

System Installation

Controltec configures the servers and installs the complete CenterTrack system on its servers. Once the database and application have been installed, they are thoroughly tested to confirm proper operation. The date upon which this action is completed is known as the 'Deployment Complete Date.'

System Checkout

The Controltec project manager tests the CenterTrack system for data integrity. This will normally include an on-line examination of the data by both the Controltec project manager and a representative of your agency.

STAFF TRAINING

Training Overview

There are approximately sixteen hours (16) hours of training, which will be provided remotely, via telephone or webinar connections. Training typically consists of classroom and hands-on training. For each session, we spend the beginning with overview classroom training that all users participate in. During the second session, the users return to their workstations and the Controltec trainer assists individuals and small groups with software methodology, use and general features. This is repeated for subsequent sessions with different subject matter. The date upon which Training is completed is known as the 'System Complete Date'.

DATA MIGRATION ANALYSIS

From time to time, agencies request that Controltec electronically import data they have in their current childcare systems into CenterTrack, or export data from CenterTrack to third-party systems. Before an accurate assessment of the costs involved to import data from or to CenterTrack can be provided, Controltec engineers must examine the data structures of the system that the data will import from or export to. If your agency requests these services, this examination is essential and will result in costs to your agency, regardless of the outcome achieved.

Once the examination has been completed, our engineers review the results with your project manager to identify which data elements can be imported or exported. If you elect to move forward with the data import or export, Controltec will issue a service order, which will list the additional cost to complete these services. If you elect not to proceed, then your agency should make arrangements to manually enter the required data into CenterTrack and no further Data Exchange Service charges are incurred.

This proposal does not include any Data Analysis Services.

CUSTOMIZATIONS

Also, from time to time, agencies request that Controltec make customizations to CenterTrack. Customizations include modifications to reports, documents, letters, notices and any other minor tasks that an agency might want included in CenterTrack.

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This proposal does not include any system customizations. If any system customizations are requested later then they will need to be detailed in subsequent proposals and will incur additional costs.

INVESTMENT SUMMARY

Our proposals are based on the size of the agency, which is determined by the licensed capacity of children served.

This proposal is based on services for **56 children**.

Tablets will be used in **2 locations** for the collection of attendance, which includes KinderSmart for all parents.

Products included:	
<ul style="list-style-type: none">• CenterTrack – childcare management• KinderSign – tablet-based attendance tracking• KinderSmart – smartphone-based attendance tracking• ParentPortal – payment portal for parents	
Monthly service fees:	\$188.40
Annual service fees:	\$2,260.80
First year one time set up fee	\$1,950.00
Total first year invoice	\$4,210.80

TERMS

Monthly Usage and Maintenance Fees will be invoiced annually in advance.

OPTIONS

Training and Transition Support

It is difficult to predict how much total training or transition support an agency may require. Additional training or transition support can be purchased at any time at the prevailing rates, plus actual travel expenses.

Additional Services and Customizations

From time to time, our clients request custom features, reports and interfaces, which Controltec refers to as Extra Services. Controltec can respond to such requests. Upon receipt of such a request we will produce a detailed quotation specifying deliverables as well as associated costs. The prevailing hourly rate for extra services or customizations of any kind is \$156.00 per hour.

EXCLUSIONS

The following items are not included in this proposal and if required, must be obtained by the client:

- Local telephone charges to the agency. Our support team uses online meetings and webinars to train, troubleshoot and sometimes configure and install. The call-in numbers for online support and webinars may be, in some circumstances, long-distance numbers for local agencies. Controltec tries to use 800 numbers when possible to support such calls, but may not always be able to do so. Under no circumstances can Controltec be responsible for any telephone charges to local agencies by their phone companies. We advise our agencies to check their long-distance plans carefully before participating in online meetings or webinars.
- Internet connections
- Network cabling
- Any hardware
- Software support or license fees charged by any third-party vendors that interface with CenterTrack
- Any third-party software (The only plug in used by CenterTrack is the standard Adobe reader for display of reports and forms).

VALIDITY

This proposal is valid until June 30, 2021.

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Because learning changes everything.®

QUOTE PREPARED FOR:

Marysville Joint Unified Sch Dist
1919 B STREET
MARYSVILLE, CA 95901-3731
ACCOUNT NUMBER: 180860

SUBSCRIPTION/DIGITAL CONTACT:

Amy Stratton
astratton@mjud.k12.ca.us

CONTACT:

Amy Stratton
astratton@mjud.k12.ca.us

SALES REP INFORMATION:

Christy Freese
christy.freese@mheducation.com
(707) 772-7024

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Reading WonderWorks 1-Year Quote	\$26,264.74	(\$9,573.55)	\$16,691.19
Professional Development	\$3,000.00	(\$3,000.00)	\$0.00
PRODUCT TOTAL*	\$29,264.74	(\$12,573.55)	\$16,691.19
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$1,377.02
GRAND TOTAL*			\$18,068.21

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 05/05/2021
QUOTE NUMBER: HFISH-05052021-018

ACCOUNT NAME: Marysville Joint Unified Sch Dist
ACCOUNT #: 180860

EXPIRATION DATE: 06/19/2021
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Business Services Department

Approval: 
Date: 6/10/21

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Reading WonderWorks 1-Year Quote					
Grade K					
WONDERWORKS FOUNDATIONAL SKILLS KIT GRADE K	978-0-07-896601-9	3	\$782.12	\$0.00	\$2,346.36
READING WONDERS PHOTO CARDS GRADE K-2	978-0-02-119559-6	3	\$195.17	\$585.51	*Free Materials
READING WONDERWORKS PRACTICE BLM GRADE K	978-0-02-129946-1	3	\$53.74	\$161.22	*Free Materials
READING WONDERS HIGH FREQUENCY WORD CARDS GRADE K	978-0-02-119290-8	3	\$67.70	\$203.10	*Free Materials
READING WONDERWORKS STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE K	978-0-02-129436-7	60	\$17.97	\$1,078.20	*Free Materials
READING WONDERWORKS TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE K	978-0-02-129429-9	3	\$36.57	\$109.71	*Free Materials
Grade K Subtotal:				\$2,137.74	\$2,346.36
Grade 1					
WONDERWORKS FOUNDATIONAL SKILLS KIT GRADE 1	978-0-07-896602-6	3	\$817.97	\$0.00	\$2,453.91
READING WONDERS PHOTO CARDS GRADE K-2	978-0-02-119559-6	3	\$195.17	\$585.51	*Free Materials
READING WONDERWORKS PRACTICE BLM GRADE 1	978-0-02-129947-8	3	\$53.74	\$161.22	*Free Materials
READING WONDERS HIGH FREQUENCY WORD CARDS GRADE 1	978-0-02-119558-9	3	\$136.55	\$409.65	*Free Materials
READING WONDERWORKS STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE 1	978-0-02-129437-4	60	\$17.43	\$1,045.80	*Free Materials
READING WONDERWORKS TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 1	978-0-02-129430-5	3	\$36.57	\$109.71	*Free Materials
Grade 1 Subtotal:				\$2,311.89	\$2,453.91
Grade 2					
READING WONDERWORKS FOUNDATIONAL SKILLS KIT GRADE 2-3	978-0-02-130006-8	3	\$966.08	\$0.00	\$2,898.24
READING WONDERWORKS ACCESS COMPLEX TEXT PACKAGE GRADE 2	978-0-02-130056-3	3	\$1,015.74	\$0.00	\$3,047.22
READING WONDERWORKS INTERACTIVE WORKTEXT GRADE 2	978-0-02-129794-8	80	\$10.34	\$827.20	*Free Materials
READING WONDERWORKS STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE 2	978-0-02-129438-1	80	\$18.51	\$1,480.80	*Free Materials
READING WONDERWORKS TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 2	978-0-02-129431-2	3	\$36.57	\$109.71	*Free Materials
Grade 2 Subtotal:				\$2,417.71	\$5,945.46
Grade 3					
READING WONDERWORKS FOUNDATIONAL SKILLS KIT GRADE 2-3	978-0-02-130006-8	3	\$966.08	\$0.00	\$2,898.24
READING WONDERWORKS ACCESS COMPLEX TEXT PACKAGE GRADE 3	978-0-02-130057-0	3	\$1,015.74	\$0.00	\$3,047.22
READING WONDERWORKS INTERACTIVE WORKTEXT GRADE 3	978-0-02-129795-5	90	\$10.34	\$930.60	*Free Materials

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605

Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 05/05/2021

ACCOUNT NAME: Marysville Joint Unified Sch Dist

EXPIRATION DATE: 06/19/2021

QUOTE NUMBER: HFISH-05052021-018

ACCOUNT #: 180860

PAGE #: 2



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
READING WONDERWORKS STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE 3	978-0-02-129439-8	90	\$18.51	\$1,665.90	*Free Materials
READING WONDERWORKS TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 3	978-0-02-129432-9	3	\$36.57	\$109.71	*Free Materials
Grade 3 Subtotal:				\$2,706.21	\$5,945.46
Reading WonderWorks 1-Year Quote Subtotal:				\$9,573.55	\$16,691.19
Professional Development					
PROFESSIONAL DEVELOPMENT HALF DAY VIRTUAL TRAINING 2 HOUR SESSION GRADE K-5	978-1-26-437304-8	2	\$1,500.00	\$3,000.00	*Free Materials
Professional Development Subtotal:				\$3,000.00	\$0.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 05/05/2021
QUOTE NUMBER: HFISH-05052021-018

ACCOUNT NAME: Marysville Joint Unified Sch Dist
ACCOUNT #: 180860

EXPIRATION DATE: 06/19/2021
PAGE #: 3



Because learning changes everything.®

QUOTE PREPARED FOR:

Marysville Joint Unified Sch Dist
1919 B STREET
MARYSVILLE, CA 95901-3731
ACCOUNT NUMBER: 180860

CONTACT:

Amy Stratton
astratton@mjud.k12.ca.us

VALUE OF ALL MATERIALS	\$29,264.74
FREE MATERIALS	(\$12,573.55)
PRODUCT TOTAL*	\$16,691.19
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$1,377.02
GRAND TOTAL	\$18,068.21

SUBSCRIPTION/DIGITAL CONTACT:

Amy Stratton
astratton@mjud.k12.ca.us

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number:

Penny LaSang, ASST. Supt. of Business Services
Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 05/05/2021
QUOTE NUMBER: HFISH-05052021-018

ACCOUNT NAME: Marysville Joint Unified Sch Dist
ACCOUNT #: 180860

EXPIRATION DATE: 06/19/2021
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Vector Solutions K-12 Education Software as a Service Client Agreement

This Vector Solutions K-12 Education Software as a Service Client Agreement (the "**Agreement**"), effective as of the date in the attached Schedule A (the "**Effective Date**"), is by and between Scenario Learning, LLC d/b/a Vector Solutions ("**Vector Solutions**"), an Ohio limited liability company, and the undersigned client ("**Client**"), (each a "**Party**" or "**Parties**"), and governs the purchase and ongoing use of the Services described in this Agreement.

1. SERVICES. Vector Solutions shall provide the following Services:

1.1. Access and Use. Subject to and conditioned on Client's payment of fees and Client's and its users' compliance with the terms and conditions of this Agreement, Vector Solutions hereby grants Client a non-exclusive, non-transferable (except in compliance with Section 9.1 Assignment), revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "**Services**") and, unless prohibited by law, will provide access to any persons designated by Client solely for use by Client's users, in accordance with the terms and conditions herein. For avoidance of doubt, access and use authorizations are issued on a "one user per one authorization basis" and once granted, such authorizations are not transferable to other users. The ability to use the Services may be affected by minimum system requirements or other factors, such as Client's Internet connection.

1.2. Availability. Vector Solutions shall use commercially reasonable efforts to provide access to and use of Services by Client's Named Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond Vector Solutions' control.

1.3. Help Desk. Vector Solutions will assist Named Users as needed on issues relating to usage via e-mail and Help Desk five (5) days per week at scheduled hours.

1.4. Upgrades and Updates. Vector Solutions reserves the right, in its sole discretion, to make updates or upgrades to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Vector Solutions' Services to its clients; (ii) the competitive strength of or market for Vector Solutions' services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law. Without paying additional compensation, Client will receive access to any general upgrades and updates to the Services which Vector Solutions makes generally available to its other clients. All updates and upgrades to the Services are subject to the terms and conditions of this Agreement.

1.5. Service Specific Terms and Conditions.

1.5.1. SafeSchools Alert Services and SafeSchools Incident Tracking Services.


The following subsections (a) and (b) *apply if and only if* Client is purchasing "SafeSchools Alert Service" or "SafeSchools Incident Tracking Service" and such services are included in Schedule A:

(a) SafeSchools Alert Service. Client acknowledges that all transmissions it receives from the SafeSchools Alert Service may contain highly sensitive, personal information, including without limitation Personally Identifiable Information ("**PII**") and other protected information ("**Protected Information**"), and Client shall ensure that all such Protected Information is secured from transmission or disclosure to unauthorized recipients. Client shall be solely responsible for establishing commercially reasonable safeguards to prevent the transmission or disclosure of Protected Information to unauthorized recipients. In addition, Client shall be solely responsible for the determination of the identities of authorized recipients and unauthorized recipients. Client agrees to handle the data in accordance with FERPA and any applicable Federal, State, or local laws or regulations, and that it will monitor employees using the SafeSchools Alert Service to ensure they abide by the SafeSchools Alert Privacy Policy and Terms of Use.

(b) SafeSchools Incident Tracking Service. Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a "covered entity") as those terms are defined under the federal Health Information Portability and Accountability Act ("**HIPAA**"). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold Vector Solutions and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client or any third party due to or arising out of any claim that Vector Solutions is a covered entity or business associate, due to Client's use of the SafeSchools Accident Tracking Service.

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Business Services Department

Approval: 

Date: 10-10-21

1.5.2. LiveSafe Services. The following additional subsection (a) applies if and only if Client is purchasing LiveSafe Services and such services are included in Schedule A.

(a) Client acknowledges and agrees that its use of any products and services provided hereunder by Vector Solutions from LiveSafe are subject to and governed by the terms available at <http://livesafemobile.com/end-user-terms>. In the event of conflict or inconsistency between terms of this Agreement and the LiveSafe terms of use, the LiveSafe terms of use shall control.

2. CLIENT'S OBLIGATIONS, COMPLIANCE, AND USE RESTRICTION.

2.1. Compliance. Client shall be responsible for all Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services. Client shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Vector Solutions.

2.2. FERPA. Both Parties are subject to the Family Educational Rights and Privacy Act ("FERPA") and to that end agree: (a) they are each providing educational services to the other that they would otherwise have to provide for themselves using faculty and staff; (b) each party has a legitimate educational interest in the student education records disclosed under this Agreement; and (c) Vector Solutions agrees to be under the direct control of Named User with respect to the use and maintenance of information from student education records. Any party, including a school official who receives student education records as otherwise enumerated in this Agreement, acknowledges that the student education record is confidential and may use the information only for the purposes for which the disclosure was made hereunder including only the reporting of the student's use of the Services and review of materials by external examiners and except as permitted elsewhere in this Agreement, Vector Solutions may not re-disclose the information to any third party without prior written consent from the student and Named User. Furthermore, the Parties shall work together to share student education records in a manner that best assures the protection of student education records from disclosure.

2.3. COPPA.

2.3.1 The Parties acknowledge and agree that in the event a Named User under thirteen (13) years of age registers or logs in to use the Services, by personally providing to Vector Solutions such Named User's personal information as such information is defined under the Children's Online Privacy Protection Rule ("**COPPA**"), including: (a) first and last name; (b) home or other physical address including street name and name of city or town; (c) email address; (d) screen or username; (e) telephone number; (f) social security number; (g) persistent identifier; (h) photograph, video, or audio file where such file contains a child's image or voice; (i) geolocation information that can identify the names of a street and city; and (j) information collected from such Named User that is combined with any of the previous (collectively, "COPPA Personally Identifiable Information" or "COPPA PII"), such PII shall be subject to the provisions of COPPA.

2.3.2 Each party represents and warrants that to the extent such party's own activities in furtherance of this Agreement are subject to the provisions of COPPA, such party shall operate in accordance with the applicable terms of COPPA for the duration of the term hereof.

2.3.3 Vector Solutions shall make commercially reasonable efforts to ensure that COPPA PII remains confidential and secured from transmission or disclosure to unauthorized recipients until such PII is deleted pursuant to the terms hereof.

2.3.4 Vector Solutions shall make no commercial use of PII collected on Client's behalf other than for educational and safety purposes and shall use PII solely for Client's benefit. Vector Solutions shall provide to Client all notices required by COPPA regarding Vector Solutions' practices as they relate to collecting, using, or disclosing COPPA PII, as well as notice of any material change to such practices in a timely manner under the law. Vector Solutions shall rely on Client to obtain verifiable consent from a parent or guardian (collectively, "**Parent**") of each Named User under the age of 13, registered in association with Client ("**Verifiable Consent**") to use the Services.

2.3.5 Client shall make reasonable efforts to obtain Verifiable Consent to use the Services using one or more of the following methods: (a) providing a consent form to be signed by Parent and returned to Client by mail, fax, or electronic scan; (b) requiring a Parent, in connection with a monetary transaction, to use a credit or debit card or other online payment system that provides notification of each discrete transaction to the primary account holder; (c) having a Parent call a toll-free number staffed by trained personnel; (d) having a Parent connect to trained personnel via video-conference; (e) checking a form of government-issued identification against databases of such information, provided Client deletes Parent's identification promptly following the completion of the verification; or (f) sending an email coupled with

additional steps, including (i) sending a second email confirming consent; or (ii) confirming consent by letter or telephone call after obtaining Parent's address or telephone number, provided that such methods of confirmation include notice that Parent may revoke any consent previously provided in response to the initial email.

2.3.6 In the event a Parent requests to exercise such Parent's right to: (a) review; (b) request deletion of; or (c) refuse further use or collection of the PII collected from the Parent's child, Client shall relay such request to Vector Solutions without unreasonable delay following Client's successful verification that the requester is the Named User's Parent.

2.3.7 Vector Solutions shall delete PII collected from Named Users under the age of 13: (a) once such PII is no longer needed to fulfill the purpose of its collection; or (b) upon verified request by such Named User's Parent, and shall utilize commercially reasonable safeguards to protect the PII from unauthorized access or use upon its disposal.

2.4. California Consumer Privacy Act (CCPA). Insofar as Vector Solutions will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended, as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on behalf of Client in the course of the performance of this subject Agreement, the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

2.4.1 Disclosures. To the extent the CCPA applies to the processing of any personal information by Vector Solutions pursuant to Client's instructions in relation to this subject Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA, and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from Client to Vector Solutions during the course of Vector Solutions' performance of this Agreement does not constitute selling of personal information as that term is defined in the CCPA, because Client is not sharing or transferring such data to Vector Solutions for valuable consideration; and (c) Vector Solutions will only use personal information for the specific purpose(s) of performing the services specified in the Agreement, including any Schedules and Statements of Work appended thereto, and within the direct business relationship with Client.

2.5. Identify Named Users.

2.5.1. A "**Named User**" is defined as a Client's employees, students, consultants, contractors, and agents: (a) who are authorized by Client to access and use the Services during each contract year of the Agreement; and (b) for whom access to the Services is purchased hereunder.

2.5.2. For Clients accessing and using the Services, Client shall: (a) cause each of its Named Users to complete a unique profile, if not created by Vector Solutions on their behalf; and (b) timely maintain a user database, by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from the Vector Solutions system unless required by applicable law. Client will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.5.3. Additional Named Users. Additional Named Users added after the Effective Date shall be billed at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years on the anniversary date of each contract year or upon renewals under the Agreement.

2.5.4. Client agrees to pay for the number of Users using or authorized to access the Services in a given contract year.

2.5.5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual charges for Client's use of the Services will be based upon the actual number of Named Users (i.e., actual Users plus Named Users) in a given contract year. Named Users inactivated in a given contract year will not count towards the total number of Named Users in the year following such inactivation unless reactivated.

2.6. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. FEES AND PAYMENTS.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees, both during the Initial Term as well as any Renewal Terms, shall be increased by 3.0% per year. Unless otherwise agreed, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.

3.2. Payments. All fees due under this Agreement must be paid in United States Dollars. Vector Solutions will invoice Client in advance according to the frequency stated in Schedule A. All invoices are due and payable thirty (30) days after invoice date ("**Due Date**"). Any undisputed fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. All fees collected by Vector Solutions under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Vector Solutions shall have the right, in addition to all other rights and remedies to which Vector Solutions may be entitled, to suspend Client's Named Users' access to the Services without notice until all overdue payments are paid in full. Suspension of Client's use of the Services or termination of the Agreement for Client's violation of the terms of this subject Agreement will not relieve Client of its obligation to pay any and all fees and expense reimbursements due for the applicable term. In addition, Vector Solutions may suspend, terminate, or otherwise deny Client's or any Named User's access to or use of all or any part of the Services without incurring any resulting obligation or liability, if: (a) Vector Solutions receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Vector Solutions to do so; or (b) Vector Solutions believes, in its good faith and reasonable discretion, that: (i) Client or any Named User has failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; or (ii) Client's use of the Services represents a direct or indirect threat to its network function or integrity or to Vector Solutions' other customers' ability to access and use the Services; or (iii) Vector Solutions' Client or any Named User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3. does not limit any of Vector Solutions' other rights or remedies, whether at law, in equity, or under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, and other taxes and government charges, whether federal, state, or foreign, and Client will be responsible for payment of all such taxes (other than taxes based on Vector Solutions' income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If Vector Solutions has a legal obligation to pay or collect taxes for which Client is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by Client, unless Client claims tax exempt status for amounts due under this Agreement and provides Vector Solutions a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by Client to Vector Solutions, Client shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that Vector Solutions shall receive an amount equal to the fee it would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. Vector Solutions alone (and its licensors, where applicable) shall own all rights, title and interest in and to Vector Solutions' trademarks, software, website, or technology, the course content, and the Services provided by Vector Solutions (collectively the "Vector Solutions Intellectual Property"), as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client (collectively, "Feedback"), and this Agreement does not convey to Client any rights of ownership to the Vector Solutions Intellectual Property or Feedback. Vector Solutions may use such Feedback given by Client to improve the Services, and such use shall not be deemed to confer any property rights to the Services to the Client. The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (a) copy the Vector Solutions Intellectual Property in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer, or in any way exploit the Vector Solutions Intellectual Property in whole or in part; (c) embed the Vector Solutions Intellectual Property into other products; (d) use any trademarks, service marks, domain names, logos, or other identifiers of Vector Solutions or any of its third party suppliers; or (e) reverse engineer, decompile, disassemble, or access the Vector Solutions Intellectual Property; (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that Vector Solutions may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of

proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under the control of Client to access Services without authorization under this Agreement for such access.

4.3. Client hereby authorizes Vector Solutions to use Client's name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. Notwithstanding the foregoing, Vector Solutions acknowledges that Client alone shall own all rights, title and interest in and to Client's name, trademarks, or logos, and this Agreement does not convey to Vector Solutions any rights of ownership to the same.

5. TERM, TERMINATION, AND NOTICE.

5.1. Term. The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the initial term ("**Initial Term**") indicated in Schedule A. Upon expiration of the Initial Term, this Agreement may be renewed upon mutual written agreement signed by the Parties. Upon expiration or early termination pursuant to Section 5.2 (Termination for Cause) below, Client's access to the Services may remain active for thirty (30) days (the "Expiration Period") solely for purpose of Vector Solutions' record keeping. Any access to or usage of the Services following the Expiration Period shall be deemed Client's agreement to a Renewal Term.

5.2. Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.

5.3. Notice. All required notices hereunder by either Party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either Party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

6. Mutual Warranty and Disclaimers.

6.1. Mutual Representations and Warranty. Each party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. VECTOR SOLUTIONS DOES NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS" AND VECTOR SOLUTIONS PROVIDES NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION. WORKPLACE, STUDENT, AND EMPLOYEE SAFETY ARE YOUR RESPONSIBILITY. THAT RESPONSIBILITY CANNOT BE DELEGATED AND VECTOR SOLUTIONS ACCEPTS NO SUCH DELEGATION. VECTOR SOLUTIONS WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

6.2.1. Vector Solutions makes no promise that use of the Service will prevent sexual assault, alcohol or other drug abuse, sexual harassment, stalking, dating/domestic violence, bullying, or hazing from occurring, or that the Services will not offend some who use it. Vector Solutions will not be responsible for any costs, legal fees, or damages resulting from any claim made against Client by anyone who uses the Services.

6.3. Third Party Content. If Client uploads third-party content to the Vector Solutions platform, such third party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.

Vector Solutions is not and shall not be held responsible or liable for any third-party content or Client's use thereof. UNLESS STATED ELSEWHERE IN THIS AGREEMENT, THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 No employee or agent of Vector Solutions is authorized to make any warranty other than that which is specifically set forth herein. The provisions in any specification, brochure, or chart issued by Vector Solutions are descriptive only and are not warranties.

7. LIMITATION ON LIABILITY. EXCEPT AS IT RELATES TO CLAIMS RELATED TO SECTION 8 (INDEMNIFICATION): (A) IN NO EVENT SHALL VECTOR SOLUTIONS BE LIABLE TO CLIENT, any affiliate, third party, OR CLIENT'S USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR VECTOR SOLUTIONS' COMPLIANCE WITH COPPA; AND (B) THE TOTAL LIABILITY OF VECTOR SOLUTIONS FOR ANY AND ALL DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE TOTAL FEES ALREADY PAID TO VECTOR SOLUTIONS FOR THE PRECEDING TWELVE (12) MONTHS.

7.1. VECTOR SOLUTIONS FURTHER EXPRESSLY DISCLAIMS ALL LIABILITY, REGARDLESS OF THE UNDERLYING LEGAL THEORY OR BASIS, FOR ANY AND ALL CLAIMS RELATED TO ANY EMPLOYEE'S OR NAMED USER'S PERSONAL OFFENSE, PERSONAL SAFETY, OR MENTAL HEALTH ARISING OUT OF OR IN CONNECTION WITH USE OF THE SERVICES.

7.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL VECTOR SOLUTIONS BE LIABLE TO CLIENT, ANY AFFILIATE, ANY THIRD PARTY, OR CLIENT'S USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES. CLIENT, ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AT THEIR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

8. INDEMNIFICATION.

8.1. Indemnification by Vector Solutions. Vector Solutions shall indemnify and hold Client harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property provided by or uploaded to Vector Solutions platform by Vector Solutions infringes or violates any intellectual property right of any person.

8.2. Indemnification by Client. To the extent not prohibited by applicable law, Client shall indemnify and hold Vector Solutions harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property provided by or uploaded to Vector Solutions platform by Client infringes or violates any intellectual property right of any person.

9. MISCELLANEOUS.

9.1. Assignment. Neither Party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Vector Solutions may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

9.2. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of laws. With respect to any suit, action or proceeding relating hereto, each party hereby irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction located in Tampa, Florida, and waives any objection thereto. The prevailing party to any dispute shall be entitled to

reimbursement of its fees and costs from the other party. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

9.2.1 Public Entity Governing Law. With respect Clients hereunder who are public entities, such as public schools and universities, and to the extent required by law, this Agreement shall be construed and enforced in accordance with the laws of the state in which the public entity Client is located.

9.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Client agrees to comply strictly with all such laws and regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery.

9.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

9.5. No Waiver. No waiver, amendment, or modification of this Agreement shall be effective unless in writing and signed by the Parties.

9.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

9.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

9.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third-party under this Agreement.

9.9. Intentionally Omitted.

9.10. Entire Agreement. This Agreement represents the entire understanding and agreement between Vector Solutions and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between Vector Solutions and Client. Client acknowledges and agrees that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to the provision of Services by Vector Solutions.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

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IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning, LLC D/B/A Vector Solutions

4890 W. Kennedy Blvd., Suite 300

Tampa, FL 33609

Marysville Joint Unified School District

1919 B Street

Marysville, CA 95901

By:  _____

Printed Name: Justin Moore

Title: K-12 Director of Sales

Date: 6/9/2021

By: _____

Printed Name: Penny Lausen

Title: ASST. Supt. of Business Services

Date: _____

Client Agreement/Schedule A

Date: 06-09-2021

Pricing valid for 30 days.

Client Information

Client Name: Marysville Joint Unified School District	
Address: 1919 B Street Marysville, California 95901	
Primary Contact Name:	Primary Contact Phone:

Terms

Effective Date: 07-31-2021	Initial Term (months): 36
--------------------------------------	-------------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name:			
Billing Address: 1919 B Street Marysville, California 95901		Billing Phone:	
Billing Email:	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Subscription Services

FOR TRAINING PRODUCTS ONLY: Additional Named Users added after the Effective Date shall be billed at the Full Per Named User Fee below, and such Additional Named Users shall become part of the minimum contracted Users through the end of the Initial Term.

Product	Description	Minimum Named Users	Annual Price Per User	Total
Student Safety and Wellness Library (Collection 1, Grades 9-12)		2516	\$2.02	\$5,082.32
Student Safety and Wellness Library (Collection 1, Grades 6-8)		2246	\$2.25	\$5,053.50
Total:				\$10,135.82

Grand Total (including Implementation & Training): \$10,135.82

*Total does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

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Includes Purchase Orders dated 05/01/2021 - 06/01/2021

Board Meeting Date June 22, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P21-04554	AMAZON.COM	Ink for Indy sty teachers	01-4300-1100	53.52
P21-04731	AMAZON.COM	Indy sty graduation	01-4300-1100	370.05
P21-04762	AMAZON.COM	Indy Sty Graduation	01-4300-1100	151.50
P21-04901	AMAZON.COM	Per Mr. Gray - graduation supplies	01-4300-1100	213.34
P21-04907	AMAZON.COM	Per Mr. Gray - Graduation	01-4300-1100	71.95
Total Location				860.36
Location Accounting (104A)				
P21-04770	OFFICE DEPOT B.S.D.	supplies	01-4300-0000	44.37

Location Accounting/Payroll (103)				
P21-05042	YUBA COUNTY OFFICE OF ED ATTN: RHONDA MARQUETTE	2020-21 LICENSE FEE FOR USE OF SEIS	01-7142-6500	8,908.23

Location After School Program (107)				
P21-04480	GOPHER SPORT	Arboga STARS	01-4300-6010	933.68
P21-04481	GOPHER SPORT	Ella STARS	01-4300-6010	673.43
P21-04482	GOPHER SPORT	Yuba Gardens ASES	01-4300-6010	673.43
P21-04556	AMAZON.COM	Cedar Lane STARS	01-4300-6010	111.14
P21-04633	AMAZON.COM	Egewater STARS	01-4300-6010	259.78
P21-04634	AMAZON.COM	STARS Office	01-4300-6010	456.60
P21-04656	Piper Learning Inc.	Computer Building Bundles	01-4300-6010	71,986.26
P21-04668	OFFICE DEPOT B.S.D.	STARS Office	01-4300-6010	89.78
P21-04680	GOPHER SPORT	Arboga STARS	01-4300-6010	593.87
P21-04681	GOPHER SPORT	ELLA STARS	01-4300-6010	593.87
P21-04682	GOPHER SPORT	Yuba Gardens ASES	01-4300-6010	569.97
P21-04719	Spinitar	Full Color Poster Printer System	01-6491-6010	9,198.35
P21-04843	OFFICE DEPOT B.S.D.	STARS Office	01-4300-6010	89.98
P21-04946	OFFICE DEPOT B.S.D.	STARS Office	01-4300-6010	130.60
Total Location				86,360.74
Location Arboga Elementary (01)				
P21-04535	PERMA BOUND	Library	01-4200-3010	542.22
P21-04584	AMAZON.COM	Classroom Supplies	01-4300-0003	222.48

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Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2021 - 06/01/2021

Board Meeting Date June 22, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Arboga Elementary (01) (continued)				
P21-04589	AMAZON.COM	Technology/Chromebook screen replacement	01-4300-0003	110.96
P21-04611	AMAZON.COM	Classroom Supplies/ PRESTON/Computer Speaker	01-4300-1100	16.23
P21-04915	OFFICE DEPOT B.S.D.	Classroom Supplies/TONER	01-4300-0003	235.71
P21-04918	AMAZON.COM	Student Incentives/ANTHONY	01-4300-1100	121.12
P21-04985	AMAZON.COM	Document Shredder/PRESTON	01-4300-1100	214.81
P21-05026	AMAZON.COM	Certificates	01-4300-1100	134.00
Total Location				1,597.53
Location Browns Valley Elementary (03)				
P21-04548	OFFICE DEPOT B.S.D.	School supplies	01-4300-1100	190.23
P21-04609	AMAZON.COM	4th grade reading	01-4300-1100	96.15
P21-04670	AMAZON.COM	4th grade reading & comprehension	01-4300-1100	181.48
P21-04863	AMAZON.COM	awards	01-4300-1100	149.15
P21-05005	TROXELL COMMUNICATIONS INC	36 unit Chromebook cart	01-4300-0004	3,545.61
Total Location				4,345.14
Location Categorical (203)				
P21-04608	OFFICE DEPOT B.S.D.	materials for program	01-4300-0003	58.43
P21-04799	AMAZON.COM	Laundry Bags for Homeless	01-4300-5630	352.86
P21-04802	AMAZON.COM	Materials for Program	01-4300-0003	29.41
Total Location				440.70
Location Cedar Lane Elementary (05)				
P21-04525	PERIPOLE, INC	Music	01-4300-0004	306.62
P21-04526	WOODWIND AND BRASSWIND	Music	01-4300-0004	509.74
P21-04632	OFFICE DEPOT B.S.D.	TCF	01-4300-1100	324.63
P21-04639	OFFICE DEPOT B.S.D.	office	01-4300-1100	153.23
P21-04801	OFFICE DEPOT B.S.D.	Chris	01-4300-1100	174.65
P21-04903	AMAZON.COM	Murray	01-4300-1100	184.30
Total Location				1,653.17
Location Charter Academy For Fine Arts (42)				
P21-04476	HERFF JONES OF NORTHERN CA	Graduation Val/Sal	09-4300-0000	286.27

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Board Report with Fund-Object-Resource by Location

Includes Purchase Orders dated 05/01/2021 - 06/01/2021

Board Meeting Date June 22, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42) (continued)				
P21-04486	TROXELL COMMUNICATIONS INC	Projectors	09-4300-0004	991.57
P21-04496	COMPLETE BOOK AND MEDIA SUPPLY	Books - Fridrich	09-4300-0004	5,395.45
P21-04498	LIBERTY FLAGS INC	MCAA	09-4300-0000	106.08
P21-04517	APPLE COMPUTER INC	Apple MacBook Pro	09-4410-0004	1,843.17
P21-04579	CROWN AWARDS	Awards for Graduation	09-4300-1100	1,151.86
P21-04603	Bing Banners	Graduation Banners	09-4300-1100	1,188.59
P21-04642	UNITED SITE SVCS OF CA, INC.	Fence for Graduation	09-5801-0000	2,506.80
P21-04646	Home Depot USA, Inc.	Tool Kits for Theater Tech Mini Grant	09-4300-9010	349.56
P21-04651	EDMENTUM	Edmentum	09-5801-7510	11,225.30
P21-04780	CROWN AWARDS	Additional Awards	09-4300-1100	90.88
P21-04951	J'S PARTY RENTALS & DECOR	Chairs for Promotion/Graduation	09-5801-0000	34.00
P21-04952	MENDEZ FOUNDATION	Supplies - Mathews (Health)	09-4300-1100	204.07
P21-04953	JW PEPPER & SON, INC.	Graduation- Music	09-4300-1100	12.99
P21-04966	Wright's Media, LLC	Best Schools Banner	09-4300-0000	698.21
P21-04971	AMAZON.COM	Supplies Graduation	09-4300-1100	68.90
P21-05061	AMAZON.COM	Graduation Supplies	09-4300-1100	54.10
Total Location				26,207.80
Location Child Development (51)				
P21-04506	AMAZON.COM	Child Dev- laptop covers	12-4300-6105	99.56
P21-04560	AMAZON.COM	Child Dev - binders	12-4300-6105	119.10
P21-04567	COOKIE TREE	Staff development snacks	12-4300-6105	102.00
P21-04604	KAPLAN SCHOOL SUPPLY	MCC Supplies Bernie Ridgeway	12-4300-6105	1,164.88
P21-04674	AMAZON.COM	OLV PRE Rm B - Maria Jacobo	12-4300-6105	121.57
P21-04676	AMAZON.COM	ELA PRE - Mary Cress	12-4300-6105	25.95
P21-04756	AMAZON.COM	ARB PRE Rm A - Maribel Garcia	12-4300-6105	24.58
P21-04787	AMAZON.COM	CLE PRE - Dao Scott	12-4300-6105	322.53
P21-04789	OFFICE DEPOT B.S.D.	ELLA PRE - Mary Cress	12-4300-6105	625.23
P21-04791	LOVING GUIDANCE, INC	Kwoods Professional Development for May 2021	12-4300-9010	675.00
P21-04833	AMAZON.COM	OLV PRE RM A - Jocelyn Padilla	12-4300-6105	144.60
P21-04870	OFFICE DEPOT B.S.D.	Arb PRE Supplies Maribel Garcia	12-4300-6105	399.31

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Location

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51) (continued)				
P21-04937	AMAZON.COM	Covillaud PRE Rm C Becky D'Agostini	12-4300-6105	18.41
P21-04986	AMAZON.COM	CLE PRE - Dao Scott	12-4300-6105	69.24
P21-04988	AMAZON.COM	KWoods	12-4300-6105	81.15
P21-05010	AMAZON.COM	KWoods	12-4300-6052	148.91
			12-4410-6052	530.40
P21-05027	AMAZON.COM	Child Dev - portable fans	12-4300-6105	27.04
		Total Location		4,699.46
Location Community Day School (54)				
P21-04628	AMAZON.COM	Classroom Supplies	01-4300-3182	1,213.86
P21-04662	AMAZON.COM	Per Mr. Gray - Recognition/PBIS prizes	01-4300-0003	1,027.86
P21-04675	AMAZON.COM	Per Mr. Gray - classroom supplies	01-4300-1100	89.60
		Total Location		2,331.32
Location Cordua Elementary (07)				
P21-04697	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Lakeshore Items - Bennett	01-4300-3010	903.68
P21-04707	AMAZON.COM	STEM Kits, Grades 2-5	01-4300-3010	2,727.74
P21-04710	AMAZON.COM	Mission Kit Accessories and Craft Supplies	01-4300-3010	537.40
P21-04784	AMAZON.COM	Office Phone Accessories	01-4300-1100	8.65
P21-04851	OFFICE DEPOT B.S.D.	Sheet Protectors	01-4300-0004	92.12
P21-04919	OFFICE DEPOT B.S.D.	Classroom ink - Sanchez	01-4300-1100	239.79
P21-04920	OFFICE DEPOT B.S.D.	Label Maker	01-4300-1100	51.19
P21-04931	ASSETGENIE, INC., DBA AG IREPAIR	Chromebook Keyboards	01-4300-3010	113.55
P21-04965	TROXELL COMMUNICATIONS INC	36 unit Chromebook cart	01-4410-3010	3,728.13
P21-04970	AMAZON.COM	Computer Mice and Chromebook Chargers	01-4300-3010	925.70
P21-04972	KING CLOTHING ATTN: ZAK KING	School Spirit Shirts	01-4300-0003	1,462.46
P21-05054	AMAZON.COM	Battleship games for learning ordered pairs (Math)	01-4300-3010	275.85
		Total Location		11,066.26
Location Covillaud Elementary (09)				
P21-04661	DEMCO	Book covers	01-4300-1100	716.80
P21-04690	Scholastic Classroom Magazines	Student books	01-4200-0003	2,500.00
			01-4300-0004	1,628.11

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Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2021 - 06/01/2021

Board Meeting Date June 22, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Covillaud Elementary (09) (continued)				
P21-04696	Curriculum Associates LLC	Quick Word Student Handbooks	01-4300-0003	144.51
P21-04698	ULINE.COM	Custodian Hand Truck	01-4320-0000	666.79
P21-04711	AMAZON.COM	Misc. Promotion Supplies	01-4300-1100	273.52
P21-04910	OFFICE DEPOT B.S.D.	Admin supplies	01-4300-1100	580.14
P21-04911	OFFICE DEPOT B.S.D.	Admin toner	01-4300-1100	491.14
P21-04921	OFFICE DEPOT B.S.D.	Toner	01-4300-1100	142.28
P21-04982	AMAZON.COM	Classroom supplies	01-4300-0003	139.60
Total Location				7,282.89
Location Custodial Supervisor (206)				
P21-04644	HILLYARD / SACRAMENTO	Custodial Supplies	01-4450-0000	22,787.20
P21-04645	HILLYARD / SACRAMENTO	Custodial Supplies	01-4410-0000	34,751.65
P21-04830	CDW-G COMPUTER CENTER	Laptop	01-4410-0000	1,153.00
P21-04831	SCHOOL SPECIALTY	Chair for Ed	01-4320-0000	378.88
Total Location				59,070.73
Location Dobbins Elementary (11)				
P21-04503	PERMA BOUND	Library Books	01-4200-3010	4,933.73
P21-04602	Four Seasons of Nevada County	Supplies	01-4300-1100	460.21
P21-04641	AMAZON.COM	Classroom Supplies	01-4300-1100	178.93
P21-04776	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	RSP Classroom Supplies	01-4300-6500	140.64
Total Location				5,713.51
Location Edgewater Elementary (12)				
P21-04497	SCHOOL SPECIALTY LLC	Outdoor seating	01-4410-1100	25,578.39
P21-04557	OFFICE DEPOT B.S.D.	Classroom Supplies/K-6	01-4300-1100	113.66
P21-04612	AMAZON.COM	Extended Learning	01-4300-1100	179.34
P21-04615	Scholastic Inc. Book Club	Reading Workshop	01-4300-3010	320.38
P21-04630	AMAZON.COM	Extended Learning	01-4300-3010	1,308.39
P21-04631	AMAZON.COM	Extended Learning-Hankenson	01-4300-3010	219.09
P21-04635	AMAZON.COM	Workshop Notepads	01-4300-3010	81.15
P21-04638	AMAZON.COM	First Aid Kit	01-4300-1100	70.25
P21-04653	MCGRAW-HILL SCHOOL EDUCATION	SPED	01-4300-6500	447.71

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Includes Purchase Orders dated 05/01/2021 - 06/01/2021

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Edgewater Elementary (12) (continued)				
P21-04660	PERMA BOUND	Library Books	01-4200-3010	2,009.31
P21-04663	AMAZON.COM	Professional Development	01-4300-3010	104.22
P21-04671	AMAZON.COM	Reading Workshop	01-4300-3010	486.58
P21-04715	AMAZON.COM	Student Supplies	01-4300-1100	126.66
P21-04716	AMAZON.COM	Office supplies	01-4300-1100	106.23
P21-04928	Scholastic Inc. Book Club	Workshop/extended learning	01-4300-3010	2,328.93
P21-04936	AMAZON.COM	Teacher webcams	01-4300-0004	126.57
P21-04938	AMAZON.COM	Nurses Station/thermometer sheath	01-4300-1100	8.65
P21-04955	OFFICE DEPOT B.S.D.	RSP Order-Rodriguez	01-4300-6500	102.67
P21-05029	OFFICE DEPOT B.S.D.	Extended Learning/Tejada	01-4300-1100	44.38
P21-05053	AMAZON.COM	Extended Learning Materials/Tejada	01-4300-3010	225.09
P21-05056	Home Depot USA, Inc.	Cups	01-4300-7420	182.97
Total Location				34,170.62
Location Ella Elementary (13)				
P21-04546	AMAZON.COM	Classroom Supplies	01-4300-3010	330.37
P21-04593	AMAZON.COM	Temp Scanner	01-4300-1100	6.43
P21-04617	WEST MUSIC	Music	01-4300-0004	1,228.02
P21-04629	AMAZON.COM	Classroom Supplies	01-4300-3010	11.90
P21-04654	Home Depot USA, Inc.	Paint for Rocks	01-4300-1100	40.00
P21-04838	OFFICE DEPOT B.S.D.	Mailing Labels	01-4300-1100	52.40
P21-04840	OFFICE DEPOT B.S.D.	Labels	01-4300-1100	125.36
P21-04969	AMAZON.COM	Summer School Supplies	01-4300-0004	387.74
Total Location				2,182.22
Location Facilities (66)				
P21-04519	SCHOOLDUDE.COM	Renewal Online Work Order Tracking 2021-2024	01-5801-0000	14,667.29
P21-04520	SCHOOLDUDE.COM	Energy Mangager Renewal Online 2021-2024	01-5801-8150	31,372.30
P21-04827	CS3, LLC	8303-Linda Elementary Preschool Portable Project	01-5801-8150	15,135.94
P21-04828	CS3, LLC	8304-McKenney Portable Addition Project	01-6240-6128	27,000.00
P21-04865	NATIONAL ANALYTICAL LABORATORIES, INC.	8304-McKenney Portable /Asbestos TEM Clearance	01-6240-0010	40,000.00
			01-6240-0010	3,770.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
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Location Foothill Intermediate (35)			Total Location	131,945.53
P21-04518	Home Depot USA, Inc.	Custodial - Desk Dolly	01-4320-0000	226.91
P21-04610	AMAZON.COM	Chair - Kulak	01-4300-1100	99.58
P21-04713	AMAZON.COM	supplies	01-4300-0003	72.15
P21-04714	OFFICE DEPOT B.S.D.	Batteries	01-4300-1100	35.78
P21-04850	NWN CORPORATION	M404dn Printer	01-4300-3010	208.27
P21-04853	J L DESIGNS	Promotion Sashes	01-4300-0000	225.96
			01-4300-1100	197.84
P21-04873	AMAZON.COM	Sound system cords	01-4300-1100	82.26
P21-04943	AMAZON.COM	Office Supplies	01-4300-1100	93.35
P21-04944	OFFICE DEPOT B.S.D.	Supplies	01-4300-1100	113.12
P21-04959	AMAZON.COM	Megaphone - Mari	01-4300-1100	28.13
P21-04987	OFFICE DEPOT B.S.D.	Webcams - Office	01-4300-1100	86.58
P21-05025	AMAZON.COM	Supplies	01-4300-1100	49.41
		Total Location		1,519.34

Location Grounds (65)				
P21-04862	Johnson Mfg	Dump Trailer	01-4450-0000	10,839.15
P21-04875	Johnson Mfg	Cargo Trailer	01-4450-0000	8,372.63
		Total Location		19,211.78

Location Indian Education (108)				
P21-04561	Messenger Publishing Group	Legal ads for public hearing	01-5890-4510	130.00
P21-04562	APPEAL DEMOCRAT	Public Hearing	01-5890-4510	464.98
P21-04563	Dulce Avelar	cultural class	01-5801-4510	500.00
P21-04601	Choctaw Store	book order	01-4300-4510	1,292.89
P21-04607	AMAZON.COM	cultural book order	01-4300-4510	1,378.62
P21-04796	AMAZON.COM	book orders	01-4300-4510	980.37
P21-04797	OFFICE DEPOT B.S.D.	office supplies	01-4300-4510	4,581.33
P21-04798	AMAZON.COM	cultural classes and pow-wow workshop	01-4300-4510	1,298.75
P21-04806	NATUREGRAPH PUBLISHERS INC.	book order	01-4300-4510	1,853.73
P21-04807	Oyate	book order	01-4300-4510	4,012.83

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Indian Education (108) (continued)				
P21-04808	CITY OF MARYSVILLE RECREATION DEPT	cultural Education classes and pow-wow workshop	01-5630-4510	380.00
P21-04809	Val Shadowhawk	Pow Wow Workshop an Cultural Classes	01-5801-4510	800.00
P21-04810	EUGENE NEWMAN	Pow Wow Workshop an Cultural Classes	01-5801-4510	766.00
P21-04811	Rea Diane Cichocki-Fowler	Pow Wow Workshop an Cultural Classes	01-5801-4510	350.00
P21-04812	Benito Rojas	Pow Wow Workshop an Cultural Classes	01-5801-4510	1,500.00
P21-04813	Aaron Bear	Pow Wow Workshop an Cultural Classes	01-5801-4511	1,500.00
P21-04814	Larry Harrison	Pow Wow Workshop an Cultural Classes	01-5801-4511	550.00
P21-04815	Justin Goggles	Pow Wow Workshop an Cultural Classes	01-5801-4510	500.00
P21-04816	TATANKA HORSE	Pow Wow Workshop an Cultural Classes	01-5801-4510	400.00
P21-04817	Marilyn K. Prosser	Pow Wow Workshop an Cultural Classes	01-5801-4510	400.00
P21-04818	Kandi Vargas	Pow Wow Workshop an Cultural Classes	01-5801-4510	400.00
P21-04819	SHONNIE BEAR	Pow Wow Workshop an Cultural Classes	01-5801-4510	400.00
P21-04820	KATHLEEN SHAIN	cultural classes	01-5801-4511	500.00
P21-04877	NASCO	cultural supplies	01-4300-4510	632.72
P21-04878	AMAZON.COM	book order	01-4300-4510	1,399.32
P21-04879	HEYDAY BOOKS	IND ED	01-4300-4510	2,393.08
P21-04880	FIRE MOUNTAIN GEMS & BEADS, IN	Cultural Projects Supplies	01-4300-4510	1,012.53
P21-04881	AMAZON.COM	cultural supplies	01-4300-4510	92.82
P21-04882	AMAZON.COM	cultural book order	01-4300-4510	2,916.24
P21-04883	AMAZON.COM	book order	01-4300-4510	2,557.89
P21-04884	Dolores R. LeDesma	YSPW Workshop	01-5801-4510	550.00
P21-04885	RICHARD RAGUDO	YSPW Workshop	01-5801-4510	450.00
P21-04886	AMAZON.COM	cultural craft supplies	01-4300-4510	1,421.29
P21-04887	AMAZON.COM	cultural craft supplies	01-4300-4510	601.63
P21-04889	ULINE.COM	YSPW Workshop and Cultural Supplies	01-4300-4510	607.49
P21-04890	SHIRLEY ROWLAND	YSPW and Student Workshop	01-5801-4510	500.00
P21-04891	MARCIE ROSE	YSPW and Student Workshop	01-5801-4510	350.00
P21-04892	MICHAEL ALLEN RAMIREZ	YSPW and Student Workshop	01-5801-4510	500.00
P21-04893	LORREE WALLENDER	YSPW and Student Workshop	01-5801-4510	350.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Indian Education (108) (continued)				
P21-04894	Hope Anglin	YSPW and Student Workshop	01-5801-4510	350.00
P21-04895	AMAZON.COM	book order	01-4300-4510	2,334.96
P21-04896	ELIAS AVELAR	YSPW and Student Workshop	01-5801-4510	350.00
P21-04897	Dulce Avelar	YSPW and Student Workshop	01-5801-4510	350.00
P21-04898	SKY ROAD WEBB	YSPW and Student Workshop	01-5801-4510	500.00
P21-04899	Sarah Torres	YSPW and Student Workshop	01-5801-4510	350.00
P21-04900	Donald Elder Jr.	YSPW and Student Workshop	01-5801-4510	350.00
P21-04922	RESULTS RADIO	Pow Wow Workshop	01-5890-4510	1,134.00
P21-04923	BADGE-A-MINIT	cultural craft class and office supplies	01-4300-4510	555.21
P21-04924	AMAZON.COM	craft and office supplies	01-4300-4510	817.56
P21-05000	Alexandra Ramirez	YSPW Workshop	01-5801-4511	500.00
P21-05001	Golden Road Productions	YSPW WORKSHOP and Workshop	01-5801-4510	2,700.00
P21-05002	NOT JUST A T-SHIRT, LLC	AFTER SCHOOL PROGRAM	01-4300-4510	1,500.00
P21-05003	Deanna Burnett	YSPW and Student Workshop	01-5801-4510	350.00
P21-05004	Angelica Avelar	YSPW and Student Workshop	01-5801-4510	350.00
P21-05014	YUBA SUTTER FAIR	YSPW STUDENT WORKSHOP	01-5630-4510	3,005.00
P21-05035	CITY OF YUBA CITY LEISURE SERVICES	YSPW and Student Workshop	01-5890-4510	84.00
P21-05036	Jethro Jones	YSPW and Workshop	01-5801-4510	350.00
P21-05037	Molly Lafayette	YSPW and Workshop	01-5801-4510	350.00
Total Location				57,555.24
Location Instruction (IMC) (110)				
P21-04613	MCGRAW-HILL SCHOOL EDUCATION	CA Maravillas for DO	01-4100-4201	9,643.31
P21-04614	MCGRAW-HILL SCHOOL EDUCATION	CA Wonders-Print	01-4100-0004	16,532.89
P21-04775	Yoga Beneath the Surface	Wellness Wednesday Yoga	01-5801-9010	600.00
P21-04929	HOUGHTON MIFFLIN HARCOURT	4th grade TE for CLE	01-4100-0004	142.13
Total Location				26,918.33
Location Johnson Park Elementary (15)				
P21-04537	Scholastic Teacher Store	Classroom Library Books Shoua Thao	01-4300-0003	1,523.93
P21-04552	OFFICE DEPOT B.S.D.	Classroom Materials for Lunden Duenas	01-4300-0003	106.93
P21-04558	AMAZON.COM	Classroom Supplies Shoua Thao	01-4300-0003	1,202.67

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Johnson Park Elementary (15) (continued)				
P21-04559	AMAZON.COM	materials for Classroom thao	01-4300-0003	74.68
P21-04583	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom materials Shoua Thao	01-4300-0003	649.28
P21-04588	AMAZON.COM	Classroom Materials Shoua Thao	01-4300-0003	1,184.05
P21-04590	AMAZON.COM	Classroom Materials Shoua Thao	01-4300-0003	17.25
P21-04591	AMAZON.COM	Classroom Supplies for Summer School Shoua Thao	01-4300-0003	27.05
P21-04592	AMAZON.COM	Summer School Supplies 2&3rd grades	01-4300-0003	194.25
P21-04623	CURRICULUM ASSOCIATES LLC	Classroom Summer Materials Lunden/Shoua	01-4300-0003	381.48
P21-04637	AMAZON.COM	Classroom Supplies Lunden Duenas	01-4300-0003	169.96
P21-04667	AMAZON.COM	Summer School Rachie Colon	01-4300-0003	34.03
P21-04730	OFFICE DEPOT B.S.D.	Classroom Materials Pomeroy	01-4300-0004	40.11
P21-04738	AMAZON.COM	CLASSROOM MATERIALS AHLBERG	01-4300-0003	172.90
P21-04766	AMAZON.COM	Summer Kinder SEM Supplies L Tate	01-4300-0003	1,027.44
P21-04800	AMAZON.COM	Summer School Kinder Tate	01-4300-0003	147.42
P21-04861	AMAZON.COM	Summer School Supplies	01-4300-0003	211.10
P21-04975	OFFICE DEPOT B.S.D.	Classroom Supplies Mr Rivas & Carol	01-4300-0003	778.65
P21-04976	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Summer School L Duenas	01-4300-0003	138.46
P21-05020	AMAZON.COM	Summer School Pomeroy	01-4300-0004	659.97
P21-05021	AMAZON.COM	Summer School	01-4300-0004	354.64
P21-05032	AMAZON.COM	Parent Involvement Newsletter	01-4300-3010	199.76
P21-05038	AMAZON.COM	Summer School Pomeroy	01-4300-0003	1,817.60
P21-05039	AMAZON.COM	Summer School Duenas	01-4300-0003	617.58
P21-05040	AMAZON.COM	Summer School -Pomeroy	01-4300-0004	715.60
P21-05041	AMAZON.COM	Summer School	01-4300-0004	33.00
P21-05043	Scholastic Classroom Magazines	Vending Machine Books	01-4300-0003	1,566.22
Total Location				14,046.01
Location Kynoch Elementary (17)				
P21-04500	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	2ND GRADE, LAKESHORE ORDER	01-4300-0003	64.93
P21-04594	AMAZON.COM	LIBRARY, BOOK DESK	01-4300-1100	259.11
P21-04620	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	RM 2, CLAVELLE, LAKESHORE.	01-4300-0003	1,855.08
P21-04657	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	RM 32, LAKESHORE ORDER	01-4300-0003	2,722.23

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Kynoch Elementary (17) (continued)				
P21-04658	Hegerty Phonemic Awareness	Morrison, Phonemic Awareness.	01-4300-0004	2,533.90
P21-04659	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	RM 19 & 20, LAKESHORE ORDER	01-4300-3010	64.93
P21-04664	OFFICE DEPOT B.S.D.	MS MCKAY NEW CHAIR	01-4300-1100	199.17
P21-04666	AMAZON.COM	RM 22, SAND FOR STEM TABLE	01-4300-0003	37.03
P21-04669	AMAZON.COM	2nd grade Summer Bridges items for 14 & 15	01-4300-0003	991.16
P21-04720	AMAZON.COM	RM 38, AMAZON SUMMER BRIDGES PROGRAM ITEMS.	01-4300-0003	51.25
P21-04721	AMAZON.COM	RM 2, AMAZON, SUMMER BRIDGES ITEMS	01-4300-0003	178.30
P21-04722	AMAZON.COM	RM 2, KINDER GRADUATION PROPS	01-4300-0004	53.84
P21-04723	AMAZON.COM	RM 2, AMAZON SUMMER BRIDGES ORDER	01-4300-0003	283.28
P21-04724	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	RM 5, LAKESHORE ORDER	01-4300-0004	323.67
P21-04725	AMAZON.COM	RM 21, AMAZON FOR SUMMER SCHOOL	01-4300-0003	174.90
P21-04726	OFFICE DEPOT B.S.D.	RM 21 & 9 OFFICE DEPOT	01-4300-0004	352.75
P21-04727	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	RM 35, LAKESHORE LEARNING. SUMMER BRIDGES	01-4300-0003	1,559.77
P21-04728	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	1ST GRADE, SUMMER BRIDGES ITEMS.	01-4300-0003	873.42
P21-04734	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	RM 8, LAKESHORE ORDER FOR SUMMER BRIDGES.	01-4300-0003	970.97
P21-04735	AMAZON.COM	RM 8, SUMMER BRIDGES AMAZON ORDER	01-4300-0003	181.87
P21-04736	AMAZON.COM	RM 28	01-4300-0003	1,341.39
P21-04737	AMAZON.COM	RM 1 AND 22, AMAZON ORDER	01-4300-0003	42.90
P21-04739	Back Street Graphics	RM 18, SUMMER BRIDGES TSHIRTS	01-4300-0003	2,259.59
P21-04747	OFFICE DEPOT B.S.D.	OFFICE LABELS	01-4300-1100	38.94
P21-04860	OFFICE DEPOT B.S.D.	JUSTIE, INK FOR STUDENT SUPPORT	01-4300-1100	343.44
P21-04925	OFFICE DEPOT B.S.D.	RM 16 WHITEBOARDS	01-4300-0003	171.01
P21-05018	SUTTER BUTTES COMMUNICATIONS	MORRISON, ANTENNAS FOR RADIOS	01-4300-1100	129.90
Total Location				18,058.73
Location Linda Elementary (19)				
P21-04529	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Summer School Supplies/Adamson	01-4300-3010	151.40
P21-04542	OFFICE DEPOT B.S.D.	Supplies/Sanchez	01-4300-0003	14.81
P21-04543	AMAZON.COM	Summer School Supplies/Adamson	01-4300-3010	119.12
P21-04547	AMAZON.COM	Supplies/Birch	01-4300-0003	85.29
P21-04550	AMAZON.COM	Supplies/Adamson	01-4300-0003	40.04

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Linda Elementary (19) (continued)				
P21-04551	AMAZON.COM	Summer School Supplies/Eggar	01-4300-3010	525.97
P21-04616	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Supplies/Birch	01-4300-3010	144.99
P21-04627	OFFICE DEPOT B.S.D.	Supplies/Sether	01-4300-3010	198.78
P21-04699	KS TELECOM	Front of Office Camera	01-4410-1100	3,350.00
P21-04708	AMAZON.COM	Printer Ink Cartridges	01-4300-1100	41.12
P21-04755	AMAZON.COM	Printer Ink Cartridges/Young	01-4300-1100	104.85
P21-04849	SCHOOL SPECIALTY	Library Shelves	01-4410-1100	13,574.50
P21-04871	OFFICE DEPOT B.S.D.	Supplies/Messick	01-4300-3010	67.96
P21-04917	AMAZON.COM	Chromebook Keyboard Replacements	01-4300-1100	97.41
P21-04933	OFFICE DEPOT B.S.D.	Supplies/Eggar	01-4300-0003	356.91
P21-04948	OFFICE DEPOT B.S.D.	Supplies/Trower	01-4300-0003	273.97
P21-04949	OFFICE DEPOT B.S.D.	Supplies/Cisneros	01-4300-0003	327.54
P21-04968	AMAZON.COM	Summer School Supplies/Messick	01-4300-3010	85.98
P21-05058	AMAZON.COM	Backpack Hooks/Kinder	01-4300-1100	323.67
Total Location				19,884.31
Location Lindhurst High (43)				
P21-04493	ULINE.COM	Custodial Supplies/Hand Truck	01-4320-0000	722.32
P21-04499	Valdez Easy Tow Trailers	CTE LHS AG MECH HILDAGO	01-6491-6387	6,091.00
P21-04502	SMILE BUSINESS PRODUCTS, INC.	LHS Copier Maint 20-21 SY	01-5621-0003	270.63
P21-04505	AMAZON.COM	Classroom Supplies/Spangler	01-4300-0004	1,241.29
			01-4410-0004	1,847.97
P21-04510	AMAZON.COM	Prom Supplies	01-4300-9010	707.08
P21-04513	AMAZON.COM	Library Books	01-4200-9010	137.88
P21-04514	AMAZON.COM	Library Books	01-4200-9010	312.27
P21-04522	ULINE.COM	Custodial Supplies/Pallet Jack/Lift Table	01-4320-0000	1,421.62
P21-04527	FOLLETT SCHOOL SOLUTIONS, INC.	Library Barcodes	01-4300-0000	633.05
P21-04534	EPIC SPORTS	Athletic Supplies/Softball	01-4300-0000	241.76
P21-04555	AMAZON.COM	Library books	01-4200-9010	363.19
P21-04564	J'S PARTY RENTALS & DECOR	Prom Rental	01-5801-9010	650.00
P21-04566	Western Pacific Mechanical Svc	Ice Machine Repair	01-5641-0000	650.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location: Lindhurst High (43) (continued)				
P21-04570	ROGUE FITNESS	Athletic Supplies/Weight Room	01-4300-0000	7,316.33
P21-04625	Katom Restaurant Supply, Inc	Broiler and Grinder	01-4410-0000	7,545.57
			01-4300-3550	332.66
			01-4410-3550	4,069.04
P21-04655	ULINE.COM	Safety Barricade	01-4300-6690	2,373.08
P21-04673	OFFICE DEPOT B.S.D.	Batteries for Testing	01-4300-0000	43.47
P21-04679	AIRGAS	Classroom Supplies/Hidalgo	01-4300-0004	118.44
P21-04700	AMAZON.COM	Library Books	01-4300-3010	352.21
P21-04701	AMAZON.COM	Library Books	01-4300-3010	416.54
P21-04702	AMAZON.COM	Library Books	01-4300-3010	378.98
P21-04703	AMAZON.COM	Library Books	01-4300-3010	551.14
P21-04704	AMAZON.COM	Library Books	01-4300-3010	311.33
P21-04705	AMAZON.COM	Library Books	01-4300-3010	288.40
P21-04706	AMAZON.COM	Library Books	01-4300-3010	117.08
P21-04709	AMAZON.COM	Classroom Supplies/Spangler	01-4300-0003	259.79
P21-04712	AMAZON.COM	CTE LHS AG WELD HIDALGO	01-4300-0004	10.00
			01-4300-7010	540.94
P21-04717	J'S PARTY RENTALS & DECOR	Prom Rentals	01-5801-9010	250.00
P21-04750	PLATT ELECTRIC SUPPLY	Classroom Supplies/Malz	01-4300-0000	183.14
P21-04753	WORTHINGTON DIRECT HOLDINGS	Gym Foyer Tables	01-4410-0000	7,278.85
P21-04754	ULINE.COM	Hand Trucks	01-4300-0004	722.25
P21-04757	AMAZON.COM	Silhouette Cameo Pro	01-4300-0000	814.55
P21-04760	AMAZON.COM	Gym Foyer Folding Chairs	01-4300-0000	1,175.40
P21-04777	Glazier Drive	Athletic Supplies/Football	01-5801-0000	199.00
P21-04778	SCHOOL SPECIALTY LLC	Classroom Supplies/Greco	01-4300-0000	3,622.73
P21-04782	AMAZON.COM	Classroom Supplies/AP Psych	01-4100-0004	1,083.70
P21-04783	AMAZON.COM	Classroom Supplies/Greco	01-4300-0000	191.05
P21-04785	OFFICE DEPOT B.S.D.	Supplies	01-4300-0000	203.04
P21-04829	Mid State Container Sales	30' Container	01-4450-0000	7,020.25

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P21-04834	AMAZON.COM	Classroom Supplies/Greco	01-4410-0000	648.31
P21-04852	AMAZON.COM	Ice Chests	01-4300-0000	335.85
P21-04909	OFFICE DEPOT B.S.D.	Classroom Supplies/Carrier	01-4300-0000	579.97
P21-04912	AMAZON.COM	Classroom Supplies/George	01-4300-5500	293.18
P21-04913	AMAZON.COM	Classroom Supplies/Drahos	01-4300-6500	280.32
P21-04914	AMAZON.COM	Classroom Supplies/Maxwell	01-4300-6500	232.56
P21-04916	AMAZON.COM	Classroom Supplies/SPED	01-4300-6500	117.97
P21-04934	AMAZON.COM	Technology Supplies	01-4300-3010	629.82
P21-04950	AMAZON.COM	Supplies	01-4300-0000	70.35
P21-04980	Hodge Products Inc.	Locks	01-4300-3212	5,195.88
P21-04981	ULINE.COM	Custodial Supplies	01-4320-0000	1,354.26
P21-04983	AMAZON.COM	CTE LHS WELD-HIDALGO	01-4300-7010	73.56
P21-04995	AMAZON.COM	Athletics/Gym Flag	01-4300-0000	50.82
P21-05007	PIAZZ PARTY RENTAL	Rentals - Graduation	01-5630-0000	335.00
P21-05011	OFFICE DEPOT B.S.D.	Toner	01-4300-0000	284.21
P21-05034	AMAZON.COM	Graduation Supplies	01-4300-0000	158.12
P21-05051	AMAZON.COM	CTE LHS MEDIA/SPANGLER	01-4300-0004	583.87
P21-05052	AMAZON.COM	CTE LHS MEDIA/SPANGLER	01-4300-0004	53.03
Total Location				74,336.10
Location Loma Rica Elementary (21)				
P21-04501	CDW-G COMPUTER CENTER	Laptops	01-4410-3010	1,153.00
P21-04544	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-3010	260.89
P21-04729	AMAZON.COM	Summer School Supplies	01-4300-1100	240.20
P21-04773	AMAZON.COM	PBIS Attendance Awards	01-4300-1100	104.90
P21-04845	FOLLETT SCHOOL SOLUTIONS, INC.	Library Supplies	01-4300-1100	97.43
P21-04864	SMILE BUSINESS PRODUCTS, INC.	LRE Copier Maint 20-21 SY	01-5621-0003	270.63
P21-04927	AMAZON.COM	PBIS Awards Certificates	01-4300-0003	67.80
P21-04963	AMAZON.COM	AR Incentives/Rewards	01-4300-3010	162.38
P21-04977	SMILE BUSINESS PRODUCTS, INC.	Teacher Copy Machine	01-4300-1100	53.04
Total Location				2,410.27

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Includes Purchase Orders dated 05/01/2021 - 06/01/2021

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63)				
P21-04491	Advantage Spec West	2020-2021 MAINTENANCE	01-4300-8150	1,500.00
P21-04523	DIXON SmartSchoolHouse LLC	Development Mitigation Strategies	25-5801-9010	10,000.00
P21-04530	BROWNSVILLE SAND & GRAVEL INC	Maintenance/MHS Track	01-5801-8150	7,500.00
P21-04531	KONE Inc.	MHS Elevator Fire Testing	01-5642-8150	500.00
P21-04532	ADVANCED INTEGRATED PEST MANAGEMENT	Maintenance/Additional Services Covillaud	01-5801-8150	295.00
P21-04533	EAGLE WELDING SERVICES, INC.	Maintenance/Pipe Gate	01-5642-8150	4,427.00
P21-04538	NATIONAL ANALYTICAL LABORATORIES, INC.	Olivehurst Elementary/ Lead Inspection	01-5801-8150	1,846.00
P21-04539	NATIONAL ANALYTICAL LABORATORIES, INC.	Marysville High School/Lead Inspection	01-5801-8150	2,132.00
P21-04540	NATIONAL ANALYTICAL LABORATORIES, INC.	Yuba Gardens/Lead Inspection	01-5801-8150	1,582.00
P21-04619	VOLTAGE SPECIALISTS	Maintenance/MHS Elevator	01-5642-8150	487.00
P21-04649	CLEANRITE / BUILDRITE INC.	Maintenance/Covillaud Kitchen	01-5801-8150	926.53
P21-04691	THE GARLAND COMPANY, INC	8307-District Wide Roofing- MHS Wood Shop	14-4300-0000	7,060.42
			14-4410-0000	36,244.09
P21-04692	THE GARLAND COMPANY, INC	8307-District Wide Roofing- MHS Equip Wells	14-4300-0000	14,900.34
P21-04693	THE GARLAND COMPANY, INC	8307-District Wide Roofing- Linda Foam Roof	14-4300-0000	21,074.70
P21-04694	THE GARLAND COMPANY, INC	8307-District Wide Roofing- Linda S Room	14-4300-0000	13,000.01
			14-4410-0000	43,075.56
P21-04751	COST U LESS PLUMBING	Maintenance/Olivehurst Plumbing Maintenance	01-5801-8150	1,375.00
P21-04752	COST U LESS PLUMBING	Maintenance/ Cordua Plumbing Maintenance	01-5801-8150	1,000.00
P21-04824	HCI SYSTEMS, INC.	Maintenance/LHS Fire Alarm Replacement	14-6210-0000	215,649.00
P21-04825	HCI SYSTEMS, INC.	Maintenance/Marysville High Fire Alarm	14-6210-0000	197,860.00
P21-04826	Servpro of Auburn/Rocklin	Maintenance/Olivehurst Elementary	14-6210-0000	16,463.66
P21-04832	WARREN ASBESTOS	8304-McKenney Portable Project	01-6240-0010	8,200.00
P21-04836	The Tree House, Inc.	HP CLJ5550dn Transfer Kit	01-4300-8150	357.71
P21-04837	VOLTAGE SPECIALISTS	Maintenance/MCAA Trouble Shoot	01-5642-8150	661.00
P21-04839	AMAZON.COM	MAINTENANCE FENCING	01-4300-8150	214.28
P21-04866	730 Herc West Sacramento	Maintenance/Brush Chipper	01-5630-8150	977.02
P21-04867	Creative Designs	8310-District Wide Epoxy-Olivehurst Kitchen	01-6210-8150	17,381.92
P21-04868	Creative Designs	8310-District Wide Epoxy-McKenney Kitchen	01-6210-8150	19,274.93

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P21-04869	Creative Designs	8310-District Wide Epoxy-Covillaud Kitchen	01-6210-8150	21,527.88
P21-04874	FEDERAL EXPRESS CORP	Maintenance/ Pool Lights Return	01-5910-8150	171.63
P21-04941	Sentry Access	Maintenance/ Fire Door Repair	01-5642-8150	1,160.00
P21-04954	ADVANCED INTEGRATED PEST MANAGEMENT	Maintenance/Additional Services Covillaud	01-5801-8150	295.00
P21-04984	AMAZON.COM	Maintenance/Wireless Keyboard	01-4300-8150	27.05
P21-05009	Tahoe Pure	Maint Bottled Water 20/21	01-4300-8150	150.00
P21-05012	AMAZON.COM	Water Cooler	01-4300-8150	324.74
P21-05033	H.B. Restoration Inc	8308-District Wide Painting Project- Olivehurst	14-6210-0000	81,770.00
P21-05045	H.B. Restoration Inc	8308-District Wide Painting Project MHS	14-6210-0000	145,300.00
P21-05046	H.B. Restoration Inc	8308-District Wide Painting Project- Yuba Gardens	01-6210-8150	96,050.00
P21-05047	American Foam Experts	8307-District Wide Roofing at Linda School	01-6210-8150	19,000.00
P21-05048	GEORGE ROOFING	8307-District Wide Roofing at Linda School	01-6210-8150	164,383.00
P21-05049	UNITED BUILDING CONTRACTORS, INC.	8307-District Wide Roofing at MHS	01-6210-8150	11,500.00
P21-05059	Bay Power Inc	MAINTENANCE/Cordua Breaker	01-4300-8150	1,562.38
P21-05068	American Foam Experts	8307-District Wide Roofing at Linda School	01-6210-8150	34,090.00
Total Location				1,223,276.85
Location Marysville High (45)				
P21-04504	AMAZON.COM	Security Camera TV	01-4410-6690	573.71
P21-04521	MJB WELDING SUPPLY	CTE MHS AG MECH/VOLTZ	01-4300-6387	852.35
			01-4410-6387	1,580.46
P21-04598	Home Depot USA, Inc.	CTE MHS AGR SCI FARRAH	01-4300-7010	247.89
			01-4410-7010	1,731.99
P21-04624	Northwoods Evergreen and Wire	Classroom Supplies	01-4300-0004	535.83
P21-04636	AMAZON.COM	Classroom Supplies	01-4300-0004	73.28
P21-04643	SUTTER ORCHARD SUPPLY	CTE MHS AGR/BISBY	01-4300-7010	300.00
P21-04648	Home Depot USA, Inc.	Open PO Graduation Supplies	01-4300-0000	300.00
P21-04689	HOME DEPOT	CTE MHS AGR SCI FARRAH	01-4300-6387	100.00
			01-4300-7010	1,552.12
P21-04733	GRAINGER	Street Barricades	01-4300-6690	579.84
P21-04740	AMAZON.COM	Classroom Supplies	01-4300-0003	121.10

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P21-04741	Flora Fresh Inc	Floral Supplies Amanda Farrah	01-4300-6388	898.49
P21-04748	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Trainer Equipment	01-4300-0000	431.92
P21-04749	TROXELL COMMUNICATIONS, INC.	TV Mount	01-4300-6690	117.99
P21-04764	AMAZON.COM	Trainer Supplies	01-4300-0000	530.00
P21-04765	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-0003	464.61
P21-04772	Home Depot USA, Inc.	Classroom Supplies	01-4300-0004	82.57
P21-04803	PERMA BOUND	Student Novels	01-4300-3010	3,178.90
P21-04804	FOLLETT SCHOOL SOLUTIONS, INC.	Student Novels	01-4300-3010	10,810.44
P21-04805	FOLLETT SCHOOL SOLUTIONS, INC.	Student Novels	01-4300-3010	13,750.46
P21-04841	AMAZON.COM	Supplies	01-4300-0000	538.33
			01-4410-0000	819.92
P21-04842	ULINE.COM	Custodial Supplies	01-4320-0000	893.59
P21-04979	AMAZON.COM	Classroom Supplies	01-4300-0004	462.78
P21-04999	Flora Fresh Inc	Classroom Supplies	01-4300-0004	148.01
P21-05031	WESTERN PACIFIC MECHANICAL SVC	Ice Machine Repairs	01-5641-0004	800.00
Total Location				42,476.58
Location McKenney Intermediate (37)				
P21-04512	AMAZON.COM	8TH GRADE PROMOTION DECORATIONS	01-4300-1100	194.90
P21-04626	GOPHER SPORT	ATHLETICS	01-4300-0004	12,644.26
P21-04647	GALAXY MOBILE DJ'S	PROMOTION	01-5801-1100	800.00
P21-04678	GOPHER SPORT	WRESTLING MAT	01-6400-1100	16,615.29
P21-04742	SOCIAL STUDIES SCHOOL SERVICE	GEOGRAPHY	01-4300-3010	873.90
P21-04743	GOPHER SPORT	PE	01-4300-1100	6,105.62
P21-04744	SPIKEBALL INC	PE	01-4300-1100	597.54
P21-04745	SIERRA SCHOOL EQUIPMENT CO	CLASSROOMS	01-4300-0004	17,445.57
P21-04746	SCHOOL SPECIALTY	Student Chairs	01-4300-0004	3,864.53
P21-04821	AMAZON.COM	SUMMER SCHOOL	01-4300-1100	521.46
P21-04905	AMAZON.COM	WATSON	01-4300-1100	105.45
P21-04945	JONES SCHOOL SUPPLY CO., INC.	8th GRADE AWARDS	01-4300-1100	94.62
P21-05016	Joshua Williamson	BHAG BRAR MATH SCHOLARSHIP	73-7299-9020	50.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location McKenney Intermediate (37) (continued)					
P21-05017	Maryam Nasibi	ELIZABETH YANK SCHOLARSHIP	73-7299-9020	50.00	
Total Location				59,963.14	
Location Nutrition Services (73)					
P21-04571	JENNIE-O-TURKEY STORE	Commodity Order	13-9325-5310	8,978.88	
P21-04572	WCP Solutions	COVID-19 Packaging	13-9326-5310	3,556.01	
P21-04573	SYSCO SACRAMENTO, INC.	COVID-19 Packaging	13-9326-5310	1,204.10	
P21-04650	BELL TASTY FOODS INC.	food order	13-9325-5310	7,128.00	
P21-04718	TriMark	LIN - 2 Work Tables	13-4410-5310	4,739.19	
P21-04732	EAST BAY RESTAURANT SUPPLY, INC.	FH Work Tables	13-4410-5310	1,249.82	
P21-04793	NATIONAL RESTAURANT ASSOC. THE EDUCATIONAL FOUNDAT	ServSafe Training Materials	13-4300-5310	2,999.57	
P21-04823	CAMELIA SAUCEDO, PETTY CASH NUTRITION SERVICES	Nutrition Services Petty Cash 20/21 SY	13-4300-5310	117.04	
P21-04846	OFFICE DEPOT B.S.D.	NS Kitchen Toners	13-4300-5310	355.43	
P21-04854	SYSCO SACRAMENTO, INC.	COVID Packaging	13-9325-5310	36.60	
			13-9326-5310	2,643.92	
P21-04855	WCP Solutions	COVID Packaging	13-9326-5310	3,556.01	
P21-04859	DANIELSEN COMPANY	Direct Order	13-9326-5310	80.15	
P21-04962	NATIONAL RESTAURANT ASSOC. THE EDUCATIONAL FOUNDAT	IC Training Materials	13-4300-5310	288.97	
P21-04978	BareBones WorkWear	NS Shirt Order	13-4300-9025	1,303.98	
P21-05013	SYSCO SACRAMENTO, INC.	COVID Packaging del. 5/25/21	13-9326-5310	1,832.51	
P21-05030	WCP Solutions	COVID-19 Packaging	13-9326-5310	2,934.12	
Total Location				43,004.30	
Location Olivehurst Elementary (25)					
P21-04618	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Student Supplies	01-4300-0003	34.60	
P21-04640	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-1100	352.92	
P21-04771	OFFICE DEPOT B.S.D.	Office supplies	01-4300-1100	205.42	
P21-04794	TROXELL COMMUNICATIONS, INC.	Projectors	01-4410-1100	21,888.15	
P21-04795	CDW-G COMPUTER CENTER	Laptops	01-4410-1100	5,772.99	
P21-04822	ULINE.COM	Custodial Order	01-4320-0000	670.73	
P21-04835	ULINE.COM	Custodial Order	01-4320-0000	534.80	
P21-04888	ULINE.COM	Custodial Order	01-4320-0000	344.77	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Olivehurst Elementary (25) (continued)					
P21-05019	AMAZON.COM	Tech Supplies	01-4300-1100	38.94	
Total Location				29,843.32	
Location Personnel (113)					
P21-04974	OFFICE DEPOT B.S.D.	PERSONNEL/Mary	01-4300-0000	112.56	
Location Print Shop (67)					
P21-04792	SPICER'S PAPER, INC.	Heat Transfer Vinyl	01-4300-0000	651.78	
P21-04876	SPICER'S PAPER, INC.	Graduation Certificates	01-4300-0000	1,391.01	
P21-04906	OFFICE DEPOT B.S.D.	I literally need more Imagination - Tonyisms	01-4300-0000	206.02	
P21-04960	SPICER'S PAPER, INC.	Scrim Vinyl	01-4300-0000	536.60	
P21-04961	SPICER'S PAPER, INC.	Paper	01-4300-0000	2,438.93	
P21-05057	SPICER'S PAPER, INC.	Heat Transfer Tape	01-4300-0000	186.19	
Total Location				5,410.53	
Location Pupil Services (202)					
P21-04485	CDW-G COMPUTER CENTER	Scanners	01-4300-3215	10,511.36	
P21-04507	AMAZON.COM	Speech - Janice	01-4300-6500	81.12	
P21-04508	AMAZON.COM	Speech - Fallon W	01-4300-6500	64.40	
P21-04509	AMAZON.COM	Health Services - Alyssa	01-4300-0000	12.33	
P21-04511	AMAZON.COM	Health Services	01-4300-0000	490.31	
P21-04515	THREE RIVERS CHAPTER AMERICAN RED CROSS	Health Services - MCAA CPR	01-5801-0000	128.00	
P21-04574	STARSMILEZ	Dental Van supplies	01-4300-9014	1,407.19	
P21-04575	PRO-ED	Speech Protocols - Fallon W	01-4300-6500	336.93	
P21-04576	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech - Fallon W	01-4300-6500	215.86	
P21-04577	PAR, INC	Psychology supplies	01-4300-0000	147.40	
P21-04578	EXPANDING EXPRESSION LLC	Speech - Janice	01-4300-6500	329.84	
P21-04580	SCHOOL NURSE SUPPLY, INC	Health Services - Alyssa - First aide	01-4300-0000	191.78	
P21-04581	National Covid'19 Testing Sol.	COVID Testing Services	01-5801-7420	900.00	
P21-04582	Language Dynamics Group, LLC	Alexis Barker - supplies	01-4300-6500	146.14	
P21-04585	AMAZON.COM	Alexis Barker Supplies	01-4300-6500	94.28	
P21-04586	OFFICE DEPOT B.S.D.	Health Services - Alyssa	01-4300-0000	43.86	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Pupil Services (202) (continued)				
P21-04587	OFFICE DEPOT B.S.D.	Health Services - Alyssa	01-4300-0000	134.33
P21-04595	PEARSON ASSESSMENTS ORDER DEPARTMENT	Speech supplies - Fallon W	01-4300-6500	680.89
P21-04596	APPLE COMPUTER INC	Volume Credits	01-4300-0000	200.00
P21-04597	PEARSON ASSESSMENTS ORDER DEPARTMENT	Psych supplies - Tammy F	01-4300-0000	136.23
P21-04908	KING CLOTHING ATTN: ZAK KING	Dental Van - Kings	01-4300-9014	2,051.51
P21-04990	AMAZON.COM	Health Services - Covid testing supplies - LHS	01-4300-0000	213.24
P21-04991	AMAZON.COM	OT Supplies	01-4300-0000	206.39
P21-04992	AMAZON.COM	OT - Brittany Hazen	01-4300-0000	89.58
P21-04993	OFFICE DEPOT B.S.D.	Speech - Sheena	01-4300-6500	103.82
P21-04994	AMAZON.COM	Health Services - Student Deodorants	01-4300-0000	164.52
P21-04996	OFFICE DEPOT B.S.D.	Rachel Stevens SPED Supplies - Ella	01-4300-0000	73.78
P21-04997	AMAZON.COM	Speech - Kynoch	01-4300-6500	86.59
P21-04998	AMAZON.COM	Counselors - Amy O.	01-4300-0000	132.28
P21-05022	SUPER DUPE PUBLICATIONS DEPT SD 2004	Speech - Rosie	01-4300-6500	196.74
P21-05023	OFFICE DEPOT B.S.D.	Speech Sheena F. Deliver to Linda School	01-4300-6500	455.02
P21-05024	AMAZON.COM	SPEECH - Rosie	01-4300-6500	106.00
P21-05028	PEARSON ASSESSMENTS ORDER DEPARTMENT	Speech - Rosie	01-4300-6500	40.44
P21-05044	National Covid19 Testing Sol.	COVID Testing Services	01-5801-7422	2,000.00
P21-05050	SCHOOL HEALTH CORPORATION	Health Services	01-4300-0000	86.06
P21-05055	AMAZON.COM	Health Services	01-4300-0000	98.90
Total Location				22,357.12
Location Purchasing (104)				
P21-04652	LIBERTY FLAGS INC	D.O. Flags	01-4300-0000	159.89
P21-04973	Home Depot USA, Inc.	Blinds	01-4300-8150	2,576.70
Total Location				2,736.59
Location South Lindhurst (47)				
P21-04683	AMAZON.COM	Laptop adapter cord	01-5711-1100	134.92
P21-04684	AMAZON.COM	Mr. Lowe	01-4300-1100	51.84
P21-04685	AMAZON.COM	Kevin Sweetwood	01-4300-1100	29.22
P21-04686	AMAZON.COM	graduation	01-4300-1100	122.15

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location South Lindhurst (47) (continued)				
P21-04687	AMAZON.COM	grad	01-4300-1100	116.87
P21-04688	OFFICE DEPOT B.S.D.	toner	01-4300-1100	356.56
P21-04758	OFFICE DEPOT B.S.D.	Bob Duggan	01-4300-1100	216.49
P21-04761	CALIFORNIA ASSN FFA ATTN: JENNIFER STOCKTON	Leadership packets	01-4300-7010	20.00
P21-04932	PRECISION 1 APPAREL	Grad Signs	01-4300-9010	583.44
P21-04957	AMAZON.COM	grad cones	01-4300-1100	110.34
P21-05008	KB Livestock Show Supplies	Ag FFA	01-4300-0004	141.39
			01-4300-7010	1,533.31
			Total Location	3,416.53

Location Student Discipline/Attendance (109)				
P21-04672	OFFICE DEPOT B.S.D.	MISC for Discipline office	01-4300-0000	84.05
P21-04790	OFFICE DEPOT B.S.D.	SARB SUPPLIES	01-4300-0000	627.07
P21-04872	OFFICE DEPOT B.S.D.	misc office supplies	01-4300-0000	67.75
P21-04967	OFFICE DEPOT B.S.D.	MISC OFFICE SUPPLIES	01-4300-0000	27.42
			Total Location	806.29

Location Superintendent (101)				
P21-04958	OFFICE DEPOT B.S.D.	Printer Supplies	01-4300-0000	62.52
P21-05006	The Tree House, Inc.	Supt Toner	01-4300-0000	1,091.38
			Total Location	1,153.90

Location Technology (102)				
P21-04478	AMS.NET	LiveAction Renewal 21-24	01-5801-0000	7,125.00
P21-04492	CDW-G COMPUTER CENTER	Chromebook cases	01-4300-0000	37,134.48
P21-04494	CDW-G COMPUTER CENTER	Aruba switches	01-4410-0000	52,263.11
P21-04495	PDQ.com Corporation	Licenses	01-5801-0000	10,726.00
P21-04541	AMAZON.COM	Tech Supplies	01-4300-0000	88.72
P21-04545	OFFICE DEPOT B.S.D.	Tech Supplies	01-4300-0000	201.31
P21-04677	CDW-G COMPUTER CENTER	Tech Supplies - Mounting Kit	01-4300-0000	164.54

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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ONLINE

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Includes Purchase Orders dated 05/01/2021 - 06/01/2021

Board Meeting Date June 22, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Technology (102) (continued)				
P21-04774	CDW-G COMPUTER CENTER	Quote# LXF240 - Network - SRV /TAPE / VEEAM	01-4300-0000	1,181.54
			01-4410-0000	3,158.72
			01-4450-0000	17,760.31
			01-5801-0000	20,472.00
P21-04779	VERIZON WIRELESS	iPhone 12 - Lindsay Pfeiffer	01-4300-0000	413.99
P21-04781	CDW-G COMPUTER CENTER	HP Flex IO Cards	01-4300-0000	159.13
P21-04786	AMAZON.COM	Cable	01-4300-0000	248.40
P21-04788	AMAZON.COM	Cables for Streaming	01-4300-0000	454.25
P21-04930	The Tree House, Inc.	Toner for Warrant Printer	01-4300-0000	379.25
P21-04935	AMAZON.COM	Tech Supplies	01-4300-0000	189.09
P21-04939	AMAZON.COM	Tech Supplies - Graduation-Promotion	01-4300-0000	72.99
P21-05060	AMAZON.COM	Camera Cases - Graduation	01-4300-0000	422.14
P22-00001	AMS.NET	Singlewire and Cisco SMARTnet Support Coverage	01-5801-0000	98,428.61
P22-00002	SOFTCHOICE	Subscription 6/1/21-5/31/22	01-5801-0000	39,904.70
Total Location				290,948.28
Location Transportation (69)				
P21-04488	A-Z BUS SALES INC	TRANSPORTATION / BUSES	01-6400-0240	187,469.30
P21-04489	A-Z BUS SALES INC	TRANSPORTATION / BUSES	01-6400-0240	169,435.09
P21-04536	ULINE.COM	Scaffold	01-4300-0230	1,837.92
P21-04568	HOME DEPOT	Mechanics tool set	01-4364-0230	2,055.67
P21-04569	HOME DEPOT	20-volt battery pack	01-4364-0230	182.94
P21-04599	Bains Towing & Recovery LLC	TRANSPORTATION/Towing	01-5801-0230	1,000.00
P21-04600	SNAP-ON INC	TRANSPORTATION/Parts	01-4410-0230	566.49
P21-04767	Stoner Inc.	TRANSPORTATION	01-4300-0230	500.00
P21-04768	AMAZON.COM	Summer cleaning supplies	01-4300-0230	301.57
P21-04769	GRAINGER	Bus washing	01-4300-0230	1,234.91
P21-04844	SUTTER BUTTES COMMUNICATIONS	Bus Radios for S-9, S-10, S-12, S-13	01-4410-0230	5,169.17
P21-04847	AMAZON.COM	Speaker	01-4300-0230	36.78
P21-04857	OFFICE DEPOT B.S.D.	Waste baskets	01-4300-0230	149.15
P21-04902	Hennessy Industries	TRANSPORTATION	01-4364-0230	500.00

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

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Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2021 - 06/01/2021

Board Meeting Date June 22, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Transportation (69) (continued)				
P21-04904	AMAZON.COM	Safety Rolls	01-4300-0230	146.74
P21-04940	TWIN CITY TROPHIES	Retirement plaques	01-4300-0230	129.90
P21-04942	VERIZON WIRELESS	Kyocera Dura XV Extreme w/Camera	01-4300-0240	119.19
P21-04947	MID VALLEY SOUND	Truck 911	01-4300-0230	262.29
P21-05015	OFFICE DEPOT B.S.D.	office supplies	01-4300-0230	31.67
Total Location				371,128.78
Location Warehouse (71)				
P21-04858	SOUTHWEST SCHOOL & OFFICE SUPPLY	20-21 Whs Stock	01-9320-0000	220.83

Location Yuba Feather K-6 (29)				
P21-04479	OLIVER WORLDCLASS LABS	Smartboard (refresh program)	01-4410-3010	3,402.82
P21-04483	PERMA BOUND	YUBA FEATHER SCHOOL LIBRARY	01-4200-3010	4,182.67
P21-04487	TROXELL COMMUNICATIONS, INC.	TV and Mount	01-4410-0004	661.18
P21-04524	ULINE.COM	Yuba Feather School	01-4300-1100	1,723.11
P21-04553	OFFICE DEPOT B.S.D.	Yuba Feather School	01-4410-1100	4,140.00
P21-04565	Nearpod, Inc.	Yuba Feather School	01-4300-0003	380.34
P21-04605	CDW-G COMPUTER CENTER	Yuba Feather School	01-5801-0003	192.00
P21-04622	Four Seasons of Nevada County	Mini Desktop PC	01-4410-1100	1,179.93
P21-04695	ULINE.COM	Yuba Feather School	01-4300-0004	466.01
P21-04759	OFFICE DEPOT B.S.D.	Yuba Feather School	01-4300-1100	1,522.52
P21-04956	AMAZON.COM	Yuba Feather School	01-4300-1100	340.98
P21-04989	OFFICE DEPOT B.S.D.	Yuba Feather School	01-4300-0004	45.86
Total Location			01-4300-1100	102.01
				18,339.43

Location Yuba Gardens Intermediate (39)				
P21-04528	TIM'S MUSIC	STEWART/HAYES	01-4300-0004	1,663.19
P21-04549	AMAZON.COM	JOSH/GATES	01-4300-0003	100.59
P21-04665	AMAZON.COM	S BOLE/GATES	01-4300-0003	612.66
P21-04848	CONTAINER SOLUTIONS, INC.	40ft Container	01-4450-7420	7,968.75
P21-04856	HERFF JONES OF NORTHERN CA	HAYS	01-4300-0000	5,202.50

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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Includes Purchase Orders dated 05/01/2021 - 06/01/2021

Board Meeting Date June 22, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Yuba Gardens Intermediate (39) (continued)				
P21-04926	AMAZON.COM	JONES/HAYS	01-4300-0003	73.36
P21-04964	AMAZON.COM	MULTI-TEACHERS	01-4300-0003	60.36
Total Number of POs			Total Location	15,681.41
			Total	2,753,697.13

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	518	1,738,954.48
09	Chrttr Schs	17	26,207.80
12	Child Dev	17	4,699.46
13	Cafeteria	16	43,004.30
14	Def Maint	9	792,397.78
25	Cap Fac	1	10,000.00
73	Fndn Priv	2	100.00
Total Fiscal Year 2021			2,615,363.82
01	Gen Fund	2	138,333.31
Total Fiscal Year 2022			138,333.31
Total			2,753,697.13

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 05/01/2021 - 06/01/2021

Board Meeting Date June 22, 2021

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P20-03447	1,352.62	01-4410	Gen Fund/Equip NonC	32.48
P21-00003	43,077.06	01-4300	Gen Fund/Mat&Suppli	482.64
P21-00020	6,820.62	01-4300	Gen Fund/Mat&Suppli	720.34
P21-00041	67,190.94	01-4300	Gen Fund/Mat&Suppli	4,000.00
P21-00046	4,500.00	01-4300	Gen Fund/Mat&Suppli	366.23
P21-00051	2,350.00	01-5801	Gen Fund/Contracts	350.00
P21-00057	8,148.03	01-4300	Gen Fund/Mat&Suppli	1,148.03
P21-00059	33,396.04	01-4300	Gen Fund/Mat&Suppli	13,363.00
P21-00061	1,918.06	01-4300	Gen Fund/Mat&Suppli	619.39
P21-00064	148.14	01-4300	Gen Fund/Mat&Suppli	45.51
P21-00065	5,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P21-00072	1,600.00	01-4300	Gen Fund/Mat&Suppli	100.00
P21-00073	16,000.00	01-4300	Gen Fund/Mat&Suppli	760.29
P21-00076	1,200.00	01-4300	Gen Fund/Mat&Suppli	200.00
P21-00084	5,476.48	01-4300	Gen Fund/Mat&Suppli	350.00
P21-00190	11,000.00	01-5641	Gen Fund/Equip Repa	6,000.00
P21-00195	4,000.00	01-5801	Gen Fund/Contracts	1,000.00
P21-00199	20,000.00	01-5641	Gen Fund/Equip Repa	10,000.00
P21-00202	15,000.00	01-5641	Gen Fund/Equip Repa	25,000.00
P21-00205	7,500.00	01-4364	Gen Fund/Tools/Part	3,000.00
P21-00214	1,500.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P21-00218	2,812.50	01-5801	Gen Fund/Contracts	2,187.50
P21-00234	7,000.00	01-5641	Gen Fund/Equip Repa	3,000.00
P21-00250	842.19	01-4320	Gen Fund/Custod Sup	200.00
P21-00270	27,603.00	01-5582	Gen Fund/Pest Contr	375.00
P21-00291	440,000.00	01-5570	Gen Fund/Waste Disp	40,000.00
P21-00655	495,000.00	13-4711	Cafeteria/Milk	95,000.00
P21-01445	16,179.25	01-4410	Gen Fund/Equip NonC	307.23
P21-01505	19,415.10	01-4410	Gen Fund/Equip NonC	428.67
P21-01622	373,930.00	01-5100	Gen Fund/SERVICES	185,560.00

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

001 - Marysville Joint Unified School District

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PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P21-01626	402,440.50	01-5100	Gen Fund/SERVICES	173,559.50-
P21-01694	2,348.90	01-4300	Gen Fund/Mat&Suppli	29.58
P21-01696	2,847.21	01-4300	Gen Fund/Mat&Suppli	763.91
P21-01755	2,025.40	01-4300	Gen Fund/Mat&Suppli	504.34
P21-02140	2,200.00	01-4300	Gen Fund/Mat&Suppli	700.00
P21-02250	786,444.00	01-4410	Gen Fund/Equip NonC	13,959.00-
P21-02297	45.45	01-4300	Gen Fund/Mat&Suppli	48.11-
P21-02355	7,078.74	01-4300	Gen Fund/Mat&Suppli	4,807.62
P21-02361	1,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P21-02451	702.00	01-4300	Gen Fund/Mat&Suppli	202.00
P21-02465	28.13	01-4300	Gen Fund/Mat&Suppli	30.76-
P21-02759	8,800.00	13-4716	Cafeteria/Produce	3,800.00
P21-03396	35.73	01-4300	Gen Fund/Mat&Suppli	84.49-
P21-03758	2,257.68	01-4300	Gen Fund/Mat&Suppli	2,742.32-
P21-03768	3,157.32	01-4300	Gen Fund/Mat&Suppli	750.00
P21-03923	4,321.43	01-4300	Gen Fund/Mat&Suppli	1,000.00
P21-03976	456.50	09-4300	Chrt Schs/Mat&Suppli	60.00
P21-04342	541.14	01-4300	Gen Fund/Mat&Suppli	323.67-
P21-04372	2,000.00	01-5642	Gen Fund/Oth Maint&	1,500.00
P21-04386	2,601.50	01-4300	Gen Fund/Mat&Suppli	433.00
P21-04484	271,388.80	01-6210	Gen Fund/Buildings	3,388.80
			Total PO Changes	166,920.33

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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AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021-22 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

Lindhurst High School

School Site

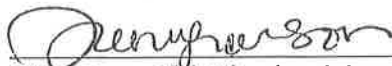
Marysville Joint Unified School District

District

Please include the following items with your application:

- ☒ Eligibility Determination Sheet
- ☐ Variance Request Form (if applicable)
- ☐ Quality Criterion 12 Form (if applicable)
- ☒ Award Estimator and Budget Sheet
- ☒ List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.



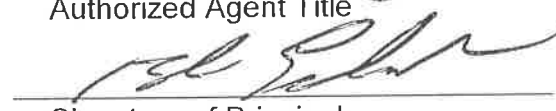
Signature of Authorized Agent

Director of Categorical Programs

Authorized Agent Title



Signature of Agriculture Teacher
Responsible for the Program



Signature of Principal

Contact Phone Number: (530) 749-6160

Date of Local Agency Board Approval: 06/22/21

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021–22 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- ☒ 1. Curriculum and Instruction
- ☒ 2. Leadership and Citizenship Development
- ☒ 3. Practical Application of Occupational Skills
- ☒ 4. Qualified and Competent Personnel
- ☒ 5. Facilities, Equipment, and Materials
- ☒ 6. Community, Business, and Industry Involvement
- ☒ 7. Career Guidance
- ☒ 8. Program Promotion
- ☒ 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE
CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

☐ Yes ☐ No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A
VARIANCE REQUEST FORM FOR EACH AND CONTINUE TO THE NEXT PAGE OF
YOUR APPLICATION.

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE,
AND YOU ARE **NOT** SUBMITTING A VARIANCE REQUEST FORM

STOP 

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL
CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021-22 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2021 TO JUNE 30, 2022

Applicant Information (please fill in the underlined fields)

Number of different agriculture teachers at site
(Please attach a separate list of agriculture teachers' names): 2

Total number of students from the prior fiscal year R-2 Report: 145

Number of teachers meeting Criterion 10 (Class size - See instructions): 1

Number of teachers meeting Criterion 11a (Year round employment - See instructions): 2

Number of teachers meeting Criterion 11b (Project supervision period - See instructions): 0

Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)? N

Award Calculations

Part 1: Based on your number of agriculture teachers at the site:
(Please attach a separate list of agriculture teachers' names):

\$ 4,500.00

Part 2: Based on \$8.00 per member listed on the R-2 Report:

\$ 1,160.00

Part 3a: Based on number of teachers meeting Criterion 10:

\$ 2,000.00

Part 3b: Based on number of teachers meeting Criterion 11a:

\$ 4,000.00

Part 3c: Based on number of teachers meeting Criterion 11b:

\$ 0.00

Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:

\$ 0.00

Total Estimated Award:

\$ 11,660.00

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021-22 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

Amount left to Allocate:

\$ 0.00

4000: Books & Supplies

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.		\$ 6,660.00	\$ 6,660.00
Subtotal	N/A	\$ 6,660.00	\$ 6,660.00

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Conference/Transportation	\$ 5,000.00	\$ 5,000.00
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Subtotal	N/A	\$ 5,000.00	\$ 5,000.00

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.			
2.			
3.			
4.			
5.			
Subtotal	N/A	\$ 0.00	\$ 0.00

Total Allocated Funds:

\$ 11,660.00

\$ 11,660.00

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021-22 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

Marysville High School

School Site

Marysville Joint Unified School District


District

Please include the following items with your application:

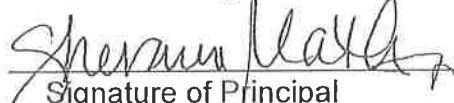
- ☒ Eligibility Determination Sheet
- ☐ Variance Request Form (if applicable)
- ☐ Quality Criterion 12 Form (if applicable)
- ☒ Award Estimator and Budget Sheet
- ☒ List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.


Signature of Authorized Agent


Signature of Agriculture Teacher
Responsible for the Program

Director of Categorical Programs
Authorized Agent Title


Signature of Principal

Contact Phone Number: (530) 749-6160

Date of Local Agency Board Approval: 06/22/21

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021–22 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- ☒ 1. Curriculum and Instruction
- ☒ 2. Leadership and Citizenship Development
- ☒ 3. Practical Application of Occupational Skills
- ☒ 4. Qualified and Competent Personnel
- ☒ 5. Facilities, Equipment, and Materials
- ☒ 6. Community, Business, and Industry Involvement
- ☒ 7. Career Guidance
- ☒ 8. Program Promotion
- ☒ 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE
CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

☐ Yes ☐ No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A
VARIANCE REQUEST FORM FOR EACH AND CONTINUE TO THE NEXT PAGE OF
YOUR APPLICATION.

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE,
AND YOU ARE **NOT** SUBMITTING A VARIANCE REQUEST FORM

STOP 60

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL
CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021-22 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2021 TO JUNE 30, 2022

Applicant Information (please fill in the underlined fields)

Number of different agriculture teachers at site
(Please attach a separate list of agriculture teachers' names): 4

Total number of students from the prior fiscal year R-2 Report: 333

Number of teachers meeting Criterion 10 (Class size - See instructions): 4

Number of teachers meeting Criterion 11a (Year round employment - See instructions): 4

Number of teachers meeting Criterion 11b (Project supervision period - See instructions):

Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?

Award Calculations

Part 1: Based on your number of agriculture teachers at the site:
(Please attach a separate list of agriculture teachers' names): \$ 5,000.00

Part 2: Based on \$8.00 per member listed on the R-2 Report: \$ 2,664.00

Part 3a: Based on number of teachers meeting Criterion 10: \$ 8,000.00

Part 3b: Based on number of teachers meeting Criterion 11a: \$ 8,000.00

Part 3c: Based on number of teachers meeting Criterion 11b: \$ 0.00

Part 4: Based on meeting all criteria on the Quality Criterion 12 Form: \$ 0.00

Total Estimated Award: \$ 23,664.00

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021-22 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

Amount left to Allocate:

\$ 0.00

4000: Books & Supplies

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Supplies	\$ 3,500.00	\$ 3,500.00
Subtotal	N/A	\$ 3,500.00	\$ 3,500.00

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Conference/Transportation	\$ 20,164.00	\$ 20,164.00
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Subtotal	N/A	\$ 20,164.00	\$ 20,164.00

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.			
2.			
3.			
4.			
5.			
Subtotal	N/A	\$ 0.00	\$ 0.00

Total Allocated Funds:

\$ 23,664.00

\$ 23,664.00

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021-22 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

South Lindhurst High School

School Site

Marysville Joint Unified

District

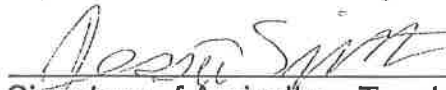
Please include the following items with your application:

- ☒ Eligibility Determination Sheet
- ☒ Variance Request Form (if applicable)
- ☐ Quality Criterion 12 Form (if applicable)
- ☒ Award Estimator and Budget Sheet
- ☒ List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

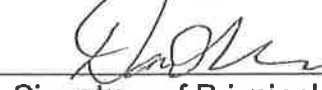
Director of Categorical Programs

Signature of Authorized Agent



Signature of Agriculture Teacher
Responsible for the Program

Authorized Agent Title



Signature of Principal

530-749-6160

Contact Phone Number: _____

6/22/2021

Date of Local Agency Board Approval: _____

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AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021–22 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW

Please check each Quality Criteria you meet:

- ☒ 1. Curriculum and Instruction
- ☐ 2. Leadership and Citizenship Development
- ☐ 3. Practical Application of Occupational Skills
- ☒ 4. Qualified and Competent Personnel
- ☒ 5. Facilities, Equipment, and Materials
- ☒ 6. Community, Business, and Industry Involvement
- ☒ 7. Career Guidance
- ☒ 8. Program Promotion
- ☒ 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE
CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

☒ Yes ☐ No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A
VARIANCE REQUEST FORM FOR EACH AND CONTINUE TO THE NEXT PAGE OF
YOUR APPLICATION.

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE,
AND YOU ARE **NOT** SUBMITTING A VARIANCE REQUEST FORM

STOP *GH*

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL
CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021-22 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2021 TO JUNE 30, 2022

Applicant Information (please fill in the underlined fields)

Number of different agriculture teachers at site

(Please attach a separate list of agriculture teachers' names):

1

Total number of students from the prior fiscal year R-2 Report:

45

Number of teachers meeting Criterion 10 (Class size - See instructions):

1

Number of teachers meeting Criterion 11a (Year round employment - See instructions):

1

Number of teachers meeting Criterion 11b (Project supervision period - See instructions):

0

Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?

N

Award Calculations

Part 1: Based on your number of agriculture teachers at the site:
(Please attach a separate list of agriculture teachers' names):

\$ 4,000.00

Part 2: Based on \$8.00 per member listed on the R-2 Report:

\$ 360.00

Part 3a: Based on number of teachers meeting Criterion 10:

\$ 2,000.00

Part 3b: Based on number of teachers meeting Criterion 11a:

\$ 2,000.00

Part 3c: Based on number of teachers meeting Criterion 11b:

\$ 0.00

Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:

\$ 0.00

Total Estimated Award:

\$ 8,360.00

65

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021-22 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

Amount left to Allocate:

\$ 0.00

4000: Books & Supplies

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Supplies	\$ 1,860.00	\$ 1,000.00
Subtotal	N/A	\$ 1,860.00	\$ 1,000.00

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Transportation/Conference	\$ 6,500.00	\$ 950.00
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Subtotal	N/A	\$ 6,500.00	\$ 950.00

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.			
2.			
3.			
4.			
5.			
Subtotal	N/A	\$ 0.00	\$ 0.00

Total Allocated Funds:

\$ 8,360.00

\$ 1,950.00

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021–22 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

VARIANCE REQUEST FORM

PLEASE NOTE: EACH CRITERION FOR WHICH A VARIANCE IS REQUESTED MUST BE COMPLETED ON A SEPARATE FORM

Variance Request for Funding Year: 2021-2022

South Lindhurst High School

Marysville Joint Unified


School Site

District

- Standard and criterion for which variance is requested:
Standard Number: 2
Criterion Number: 2F & 2G
- Reasons why the criterion is not being met at this time (use additional pages if needed):
Due to the pandemic and not having students on campus and being a continuation site, most of my students did not know us as they were brand new to our program. We were unable to get students to participate in very many FFA events this past school year. It was very difficult to even get students to do their classwork let alone to attend more virtual events.
- Steps to be taken in order to meet this criterion (use additional pages if needed):
We will be back in person this coming school year and will therefore work very hard to get students to events. Having them physically in my class will make this possible again.

Jessie Smith

Name of Agriculture Teacher
Responsible for the Program


Signature of Agriculture
Teacher Responsible for the Program

David Jones

Name of Principal


Signature of Principal

Hugh Mooney

Name of Regional Supervisor

Signature of Regional Supervisor

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021-22 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

VARIANCE REQUEST FORM

PLEASE NOTE: EACH CRITERION FOR WHICH A VARIANCE IS REQUESTED MUST BE COMPLETED ON A SEPARATE FORM

Variance Request for Funding Year: 2021-22

South Lindhurst High School

School Site

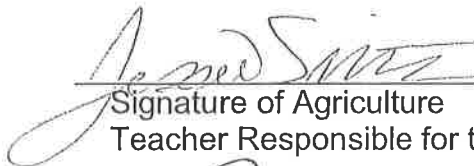
Marysville Joint Unified

District

1. Standard and criterion for which variance is requested:
Standard Number: 3
Criterion Number: 3C & 3D
2. Reasons why the criterion is not being met at this time (use additional pages if needed):
Due to the pandemic and not having students on campus and being a continuation site, most of my students did not know us as they were brand new to our program. It was very difficult to even get students to do their classwork let alone do an SAE and recordbook. In a traditional year I have students do a recordbook in class.
3. Steps to be taken in order to meet this criterion (use additional pages if needed):
We will be back in person this coming school year and will therefore enforce all of our traditional grading systems including SAE requirement and recordbook.

Jessie Smith

Name of Agriculture Teacher
Responsible for the Program


Signature of Agriculture
Teacher Responsible for the Program

David Jones

Name of Principal


Signature of Principal

Hugh Mooney

Name of Regional Supervisor

Signature of Regional Supervisor



Marysville Joint Unified School District

1919 B Street Marysville, CA 95901

(530) 741-6000 • FAX (530) 742-0573

June 11, 2021

Mr. Tony Thurmond
State Superintendent of Public Instruction
1430 N Street
Sacramento, CA 95814-5901

Dear Superintendent Thurmond,

South Lindhurst High School is requesting consideration for an Agriculture Career Technical Education Incentive Grant waiver request. It is a financial hardship for the small continuation high school with under 130 students to match the Incentive Grant funding that South Lindhurst High School qualifies to receive. A high percentage of South Lindhurst students participate in FFA during their time at the continuation school.

Seventy-seven percent of the student population is eligible for free and reduced lunch plus the transient nature of the continuation high school further impacts the site's ability to fundraise despite conducting between 4-7 FFA fundraisers a year. The COVID-19 pandemic halted fundraising during the 2020-21 school year. Next year, fundraising efforts will resume.

During the 2020-21 school year, the continuation high school matched \$1,950.62 site funds plus \$802.64 ASB funds in books and supplies. The Valley Contractors Exchange donated \$2,600 in materials and supplies to the Lindhurst High School Construction program. Construction students in turn designed and built a shed that they donated to the South Lindhurst FFA program. The Marysville Joint Unified School District supports year round employment for South Lindhurst High School's Agriculture instructor. The teacher's summer service salary, \$10,498, plus benefits, \$2,205, combine for a total supplemental contribution of \$12,703.

Thank you for your consideration.

Respectfully,


Gary Cerna
Superintendent



**Marysville Joint Unified School District
2021-22 Agriculture Teachers**

Lindhurst High School

Meaghan Alvarez
Cesar Hidalgo

Marysville High School

Chase Bisby
Kayla Coughlin
Amanda Farrah
Donald Voltz Jr.

South Lindhurst High School

Jessie Smith

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Coordinator of Multi-Tiered Systems of Support

JOB SUMMARY:

The Coordinator of Multi-Tier System of Support (MTSS) & Intervention will develop, implement and monitor the District Multi-Tier System of Support and Intervention programs. The Coordinator will train and support site-based MTSS-related personnel and monitor site-based teams including collecting and reporting the progress of MTSS implementation across the District. The Coordinator will spearhead the development of the District Multi-Tier system framework with the District MTSS team and implement elements of the framework. The Coordinator MTSS & Intervention is a management position that is accountable for overseeing the District Multi-Tier System of Support and Intervention programs.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Research, identify and train site based teams in universal screening instruments to identify students in need of additional assessment and/or support.
- Communicates regularly with Executive Director of C&I and Instructional Division on the progress of implementation of MTSS assessment results.
- Engage in frequent and on-going follow up support provided to sites in implementation of site based behavior and academic intervention teams.
- Provides District-wide Assessment Literacy staff development for site based leadership teams.
- Ensures a system of student progress monitoring is current and recorded with fidelity.
- Monitors Tier-two interventions are research based and implemented with fidelity.
- Schedules and Facilitates District MTSS team.
- Identifies District wide gaps in Multi-Tiered Systems of Support and identifies research based academic and social emotional interventions to meet student needs.
- Compiles and reports effectiveness of school site interventions to the Curriculum and Instruction department to continue to improve District and site systems.
- Trains intervention teachers in the MTSS process, train school Behavior Assistance and Intervention Team (BAIT) in process.
- Submit monthly intervention data reports to the District MTSS Team and designated director to develop forms, identify needs for additional training/support; evaluate the process in order to make changes and/or recommendations to the District team.

- Design, implement and supervise District-wide interventions such as summer school.
- Perform all other duties as assigned.
- Developing, leading, implementing, monitoring, and collaborating with other educators in the school-wide integration of MTSS
 - Communicating with parents and working on the Management Team, Data Teams, and Problem Solving Teams to implement the MTSS model which includes RTI and PBIS approaches
- Coaching and training colleagues on MTSS implementation
- Managing, analyzing, and utilizing student data (i.e., scoring probes, scheduling data collection, using collected data to drive student support)
- Providing direct services as follows: – Training and ongoing coaching to school leadership teams and teachers on the MTSS framework – Working to develop, implement, and sustain our MTSS framework – Analyzing and utilizing student and teacher data with our School-Wide Information System (SWIS) to guide data-based decision making and enhance direct instruction – Reviewing and updating student codes of conduct – Supporting teachers in identifying student needs and providing appropriate intervention

PERFORMANCE RESPONSIBILITIES:

- Provides training, consultation, and support to administrators, teachers, and school-based leadership teams to facilitate implementation of a Multi-Tiered System of Supports (MTSS) at the district and school levels. Assistance activities include observation and feedback, modeling, interpreting data and other supportive assistance necessary to implement a Multi-Tiered System of Supports.
- Works collaboratively with Instructional Directors and the Curriculum and Instruction Department.
- Monitors the fidelity of implementation of MTSS at the school level including both academic and behavior support systems.
- Monitors process to ensure compliance and adherence to district procedures, state guidelines, and federal regulations.
- Coordinates MTSS staff development activities for school-based and district personnel.
- Attends all professional development and district-level MTSS meetings.
- Encourages and models skillful use of data to inform decision making.
- Communicates monthly with the District Leadership Team.

- Maintains cooperative working relationships with parents, staff, and other district personnel.
- Maintains effective and timely written and oral communication with parents, staff and other school personnel.
- Serves, as requested on district committees.
- Develops and maintains a positive rapport with families and staff.
- Maintains professional competence through professional reading and attending appropriate workshops, courses, and conferences in keeping with the needs of students and in accordance with district guidelines.
- Maintains regular attendance. • Performs other duties as assigned.

KNOWLEDGE AND ABILITIES KNOWLEDGE:

- A Multi-Tiered System of Support model and implementation of a MTSS model in school settings.
- Academic and behavior interventions to support high quality instruction for all students and to meet student's individual needs.
- Measurement tools for various levels of assessment; including adaptive and curriculum-based measurement.

QUALIFICATIONS:

1. Knowledge and Skills Principles, practices, procedures, rules, codes, regulations, techniques and strategies of District and assigned areas of instruction; principles and techniques of providing successful leadership and conflict management skills; effectively work with individuals and groups; effective project management skills; risk management; interpersonal skills utilizing tact, patience and courtesy; proficient computer technology and software skills. Knowledge of assessment and intervention with K-12 students.
2. Abilities Hold a valid California teaching credential and three years of classroom teaching experience. Valid California Administrative Credential.
3. Ability to apply knowledge of current research and theory to instructional program;
4. Ability to plan and implement professional development based on the MTSS framework.
5. Ability to design and present professional development for teachers and administrators.
6. Demonstrate knowledge of Response to Intervention and Positive Behavior Intervention and Support (PBIS) framework.
7. It requires the ability to communicate effectively.

PHYSICAL ABILITIES

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The employee must be able to:

- Lift, carry, push and/or pull items with a strength factor of medium work.
- Hear and speak to exchange information in person or on the telephone.
- See to read a variety of materials.
- Possess dexterity of hands and fingers to operate a computer keyboard.
- Sit, stand or walk for extended periods of time. • Bend at the waist, kneel or crouch to file materials.
- Reach above shoulders to file materials.
- Climb a stool/ladder.

EDUCATION:

- A valid California teaching credential or Pupil Personnel Services credential.
- CLAD Certificate.
- Three years qualified teaching and/or coaching experience.
- California Administrative Services Credential desirable.
- Site based leadership experience desirable.

LICENSES AND CERTIFICATES

A current California driver's license and proof of insurance are required.

Board Approved: []

CONTRACT SERVICES AGREEMENT

Tom Samson-At Risk Consultant

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this date June 22, 2021 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Contractor Name (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 school year** commencing from **August 10, 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 **FORTY THOUSAND, FIVE HUNDRED FIFTY SIX DOLLARS AND NO CENTS (\$40,556.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of **THREE THOUSAND SIX HUNDRED AND EIGHTY SIX DOLLARS AND NINETY CENTS (3,686.90)** 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.

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

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

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Representative, principal of Shevaun Matthews (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, Contractor Tom Samson to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and

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

III. INSURANCE

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

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

IV. INDEMNIFICATION

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

- 6.16 **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 JUNE 14, 2021

Date: _____
By: Tom L. Samson

Name: TOM L. SAMSON

Title: AT RISK STUDENT CONSULTANT

Tom Samson-MHS

Exhibit A

Scope of Work

Beginning on: August 10, 2021

Concluding on: June 30, 2022

Payment: \$40,556.00

Service: Through academic, social and behavioral counseling, Tom Samson 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.

PROFESSIONAL SERVICE AGREEMENT

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT FACILITY MASTER PLAN

This Contract, dated as of the last date executed by the Marysville Joint Unified School District is between the Marysville Joint Unified School District, a political subdivision of the State of California, hereinafter referred to as "DISTRICT", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

VARIABLE INFORMATION TABLE					
Term of This Contract					
Term Begins			Term Completion Date		
On Following Date	Date of NTP	On Following Date	240 Days from Date of NTP		
June 1, 2021	June 16, 2021				
Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)					
Price \$	Fixed Price	Annual Price	Monthly Price	Hourly Rate	
Not-to-Exceed Price	\$300,000	<input checked="" type="checkbox"/> If Reasonable Expenses are authorized in addition to Hourly Rate			
CONTRACTOR Contact Information			DISTRICT Contact Information		
CONTRACTOR	PBK Architects, Inc.		Project Manager	Travis Barnett	
Address	2520 Venture Oaks Way, Ste 440		Address	1919 B Street	
City, State & ZIP	Sacramento, CA 95833		City, State & ZIP	Marysville, CA 95901	
Telephone	916-682-9494		Telephone	530-741-6000	
Facsimile	916-682-0990				

WHEREAS, DISTRICT, through the DISTRICT Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and


WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I - Terms and Conditions (including Exhibit "A")
- Attachment II - Insurance Requirements for Professional Services Contract
- Attachment III - Professional Credentials
- Attachment IV - Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I - "Terms and Conditions" and/or the Attachment II - "Standard Insurance Requirements."


Travis Barnett, Director FMG


Signature


6/8/21
Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

DISTRICT

Penny Lauseng, Chief Business Official
Marysville Joint Unified School District

CONTRACTOR


Gary Gery, Partner-in-Charge
PBK Architects, Inc.

REVIEWED FOR CONTRACT POLICY COMPLIANCE

By 
Travis Barnett, Director FMG

6/8/21
Date

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**ATTACHMENT I
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment III – Scope of Work" which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager or Superintendent.
3. **District Project Manager.** The DISTRICT Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of DISTRICT nor is the CONTRACTOR a partner or in any way directly affiliated with the DISTRICT. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Ownership.** The DISTRICT retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the DISTRICT by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the DISTRICT. The parties agree that the DISTRICT will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.
6. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
 - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the DISTRICT and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.
 - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.
 - c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.

- d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a "PDA") may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.
7. **Termination.** This Contract may be terminated by either the DISTRICT or CONTRACTOR by a thirty day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
8. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the DISTRICT, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the DISTRICT, but excluding liability due to the active negligence or willful misconduct of the DISTRICT. In no event shall the cost to defend paid by CONTRACTOR pursuant to this section exceed CONTRACTOR's proportionate percentage of fault. However, notwithstanding the foregoing, in the event one or more parties in an action is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with the other parties regarding unpaid defense costs. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to DISTRICT for any loss of or damage to DISTRICT property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.
9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the DISTRICT's funding source herein may be DISTRICT, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with DISTRICT, State or Federal mandates and to reimburse the DISTRICT for any liability upon the DISTRICT for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to DISTRICT, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in

writing, signed by the parties hereto in accordance with DISTRICT Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.
14. **Contractor's Standard of Care.** DISTRICT has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by DISTRICT shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the DISTRICT.
15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Board of Trustees. If this Contract was executed for the Marysville Joint Unified School District by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
16. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Board of Trustees. If this Contract was executed for the Marysville Union Elementary School District by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Board of Trustees.
17. **Termination for Convenience and Right of Suspension.** District shall have the right to terminate this Contract without cause upon seven (7) calendar day's written notice to CONTRACTOR. In the event of such termination for convenience, CONTRACTOR's recovery against District shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but CONTRACTOR shall not be entitled to any other or further recovery against District, including, but not limited to, damages or any anticipated profit on portions of the Work not performed. District shall have the right to suspend all or any portions of the Work upon giving CONTRACTOR two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, CONTRACTOR's sole and exclusive remedy shall be to seek an extension to the Contract Time in accordance with the procedures set forth in the Contract Documents. In no event shall Construction Contractor be entitled to any additional compensation or damages, except as otherwise expressly provided for in the Contract Documents. Provided, however, if the ordered suspension exceeds ninety (90) calendar days, CONTRACTOR shall have the right to terminate the Contract with respect to that portion of the Work which is subject to the ordered suspension.
18. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
 - a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
 - b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.

- c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
- d. National Labor Relations Board Public Contract Code 10296.
- e. Domestic Partners – Public Contract Code 10295.3.
- f. ADA 1990 42 USC 12101 et seq.

19. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the Marysville Union Elementary School District.

20. **Contractor Performance and the Breach Thereof.** The DISTRICT may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the DISTRICT shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the DISTRICT may proceed with the work in any manner deemed proper by the DISTRICT. The cost to the DISTRICT shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the DISTRICT.

21. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

22. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of DISTRICT and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. DISTRICT will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

23. **Conflict of Interest.** CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

- a. This contract is entered into by DISTRICT upon the express representation that CONTRACTOR has no other contracts in effect with DISTRICT except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by it reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).
- b. CONTRACTOR understands and will adhere to the DISTRICT's policy that no contracts shall knowingly be issued to any current DISTRICT employee or his/her immediate family or to any former DISTRICT employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources for the District.

- c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the Marysville Joint Unified School District in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the DISTRICT for the advice of District Counsel on the matter prior to executing this contract.
24. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the Marysville Joint Unified School District and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.
25. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.
26. **No Implied Waiver.** In the event that The DISTRICT at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that DISTRICT waives its future rights to require the CONTRACTOR to fulfill those obligations.
27. **Entirety of Agreement.** This contract inclusive of all Attachments herein in stipulated and made part of the contract constitutes the entire agreement between these parties.

EXHIBIT "A"

Acknowledgement of other Contracts with DISTRICT

List any and all contracts that you have with DISTRICT agencies. If none, you must stipulate "none." This cannot be left blank or omitted from the contract.

1. Master Architectural Services Agreement
2. Arboga Elementary School K-8 Conversion Project

**ATTACHMENT II
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES**

***Please provide a copy of Attachment II to your insurance agent.**

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than **\$200,000** per person, **\$1,000,000** each accident, **\$50,000** property damage.
- 3) Workers' Compensation Insurance:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4) Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** annual aggregate.
- 5) Umbrella Liability:** Insurance appropriate to Contractor's profession, with limits no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** annual aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) The Marysville Joint Unified School District, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).**
- 2) For any claims related to this contract, Contractors insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees and volunteers shall be excess of Contractors insurance and shall not contribute with it.**

- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the District.

C. WAIVER OF SUBROGATION: Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the District. The District may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

F. VERIFICATION OF COVERAGE: Contractor shall furnish District with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: District reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the District certificates of insurance and endorsements before beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

- 1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4) A copy of the claims reporting requirements must be submitted to the District for review.

ATTACHMENT III PROFESSIONAL CREDENTIALS

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.



PROJECT LEADERSHIP

Gary Gery, AIA
Managing Partner/
Planning Director

Max Medina
Physical/Educational Adequacy
Assessments

Jeff Johnson, LEED AP
Senior Designer/
Master Planning

Kristen Rose
Facilities Coordinator/
Community Outreach

Garen Lencioni, PE, FPE, LEED AP
MEP Assessment
LEAF, a PBK-WLC company

Shawn LeCrone, RRO, CD
Building Envelope Assessment
BEAM, a PBK-WLC company

SUBCONSULTANTS

Schoolworks
Demographics

KPFF Consulting Engineers
Structural

**Warren Engineering
Consultants**
Civil

Chris DeLong
Hancock Park & DeLong, Inc.
School Facility Program

ATTACHMENT IV

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT FACILITY MASTER PLAN MARYSVILLE, CA 95901

Scope of Work

To improve District Facilities and in anticipation of a General Obligation Bond Election in 2022, the Facility Master Plan should focus on community outreach, needs assessment, evaluation of current school district facilities, verification of demographics and enrollment projections, capacity and utilization study, facilities equity study, development and evaluation of educational specifications, the development of future facilities needs and alternatives, and development of accurate costs estimates and identify funding sources in order to strengthen our culture of collaboration, increase student achievement and close the achievement gap, and empower parents to serve as partners in the educational process and engage them in these processes.

The Master Plan must be consistent with our vision and mission statements. Our Mission Statement - "In partnership with our staff, students, their families, and the community, will provide each student with the most appropriate educational opportunities in a safe environment." Our Vision Statement - "We operate in an environment which creates life-long learners, is fiscally sound, and fosters partnerships between the District, community, students and staff."

The PBK, Inc. Facility Master Plan proposal, dated April 27, 2020, is herein incorporated by reference, and, is based upon the MJUSD Request for Proposals for Facility Master Planning Services, response, shown as Exhibit B.

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

Duties and obligations of the CONTRACTOR:

1) Meet with Facilities Master Planning Committee ("FMPC")

This task involves meeting with appropriate team members on the FMPC to obtain critical information on the existing facilities and conditions assessment. The FMPC shall meet throughout the Facilities Master Plan process. Participants in the FMPC might include members from the following groups:

- District and Parent Advisory Committees
- School District Staff
- Students
- School District Principals
- Board of Trustees
- Superintendent's Cabinet

2) Community Outreach

In light of the significant community interest in the Facilities Master Plan process, this task involves selected consultant firm ("Consultant") assisting with community input forums allowing the community to weigh in on the Facilities Master Plan process. Community input forums will be held to provide community members information and seek feedback from them on facility needs.

3) Evaluation of Current School District Facilities

This task involves Consultant completing an evaluation of all of the School District's existing sites and their condition to understand the basis for growth/reduction at each site based upon the educational program as defined by the educational specifications.

Consultant will evaluate each site based on the direction of the educational program as defined in the educational specifications to determine areas for possible growth/expansion/consolidation, the context of the schools, the visual definition of the campus and how the outdoor spaces function together. Once this overall diagrammatic evaluation of the existing facilities has been completed, Consultant would begin to develop the schematic level Facilities Master Plan by utilizing statistical data and curriculum direction that we have gathered to form a basis for the determination of the needs of each campus.

4) Develop Future Facilities Needs and Alternatives

This task involves Consultant assisting with prioritizing short-term and long-term needs of the school district, exploring community and joint use needs, preparing individual site Facilities Master Plans, providing recommendations for energy savings, incorporating deferred maintenance needs into each campus, facilitating and documenting FMPC input and assembling all material for the FMPC.

5) Demographics and Enrollment Projections

Perform a study of housing markets within the District and enrollment projections for the current attendance areas for 3, 5, and 10 year periods. Review these findings and recommend school site sizes to accommodate the projections.

6) Capacity and Utilization Study

Perform a school site capacity study, including a full facilities inventory, along with established State and local loading standards. Provide recommendations regarding maximum site sizes, possible school additions or new sites. Review Office of Public School Construction Eligibility Determination for growth and modernization programs, and verify eligibility for State facilities funding.

7) Facilities Equity Study

Analyze and compare teaching and support spaces between the school sites. These findings will be compared with the educational specifications to determine the need for changes or additions in facilities and spaces necessary to accommodate the instructional program.

8) Educational and Maintenance Specifications

This task involves Consultant assisting with updating and/or establishing new educational specifications to reflect the District's facilities standards and educational goals. Consultant will also assist the District with updates to develop equalization standards, sustainable construction guidelines, maintenance and operations standards, and IT standards.

9) Develop Future Facilities Needs and Alternatives

This task involves the Consultant assisting with prioritizing short-term and long-term needs of the School District, exploring community and joint use needs, preparing individual site Facilities Master Plans, providing recommendations for energy savings, incorporating deferred maintenance needs into each campus, facilitating and documenting FMPC input and assembling all material for the FMPC.

10) Prioritization

Establish project priorities based on need, equity and community and district input.

11) Funding Identification

Identify state eligibility for funding and other sources and grants to augment a District facility bond.

12) Cost Estimates

Identify and project all costs associated with the recommended facility additions, improvements and/or consolidations.

13) Preparation of a Final Interactive Digital Facilities Master Plan

This task involves Consultant assisting with the preparation of a final digital Facilities Master Plan (in Adobe PDF format) that can be uploaded to the District's website and can be easily accessed by the School District's constituents.

14) Facilitation of the FMPC Presentation

This task involves Consultant assisting with the facilitation of FMPC presentation/discussion of findings and recommendations to the Governing Board in a board workshop setting.

15) Presentation to the Governing Board

After receiving feedback from the FMPC presentation described in 1.10, Consultant will assist with presentation of the draft Facilities Master Plan (including estimates, schedules, and possible funding scenarios) to the Governing Board for feedback prior to finalization and approval by the Board.

SCHEDULE

The scheduled work shall be completed in two hundred forty days (240) days from date of the Notice to Proceed.

At one (1) month prior to the end of the contract term an assessment may be made of the value of the professional services herein delineated and thus far received. At the conclusion of the assessment, it may be determined that the CONTRACTOR owes certain fulfillment and/or deliverables for which the remaining payments may be withheld up to 20% of the contract. The assessment may determine that there is additional work to be amended to this scope of work. In the event of an amendment, the CONTRACTOR shall be notified and the amendment submitted and duly authorized in accordance with DISTRICT Policy and Procedure. Otherwise, pertaining to this contract's scope of work it is the CONTRACTOR's responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed.

COMPENSATION

The Contractor agrees, as full compensation for doing all the said Work and for furnishing all materials and all necessary tools, machinery, implements, apparatus and other means of performance and completion of said Work, and also as compensation for all loss or damage arising out of the nature of the Work, and from action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said Work and before acceptance thereof as compensation for all expenses incurred by or in consequence of the suspension or discontinuance of the Work, to receive and accept, and the District agrees to pay therefor, the following fixed fee of Two Hundred Eighty-Five Thousand Dollars (\$285,000) for facility master planning services and a reimbursable allowance of Fifteen Thousand Dollars (\$15,000) for a not-to-exceed total compensation, to wit:

THREE HUNDRED THOUSAND DOLLARS AND NO CENTS

Payment for the work activities shall be based upon percentage of completion and according to the hourly billing rates (see Exhibit B).

DUTIES AND OBLIGATIONS OF THE DISTRICT:

- 1) Upon submission of an invoice and approval by the Assistant Superintendent, payment shall be made by the District according to the percent of work completed (using the schedule of value above) or when work is fully complete. Monthly installments may be requested and paid, as necessary.
- 2) Effective January 1, 2015, per California Senate Bill 854, District shall provide Notice to Contractors as follows, if applicable:
 - a) No contractor or subcontractor may be listed on a bid or quotation for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); and
 - b) No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; and
 - c) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

EXHIBIT "B"
Hourly Billing Rates

Effective June 1, 2021 - May 31, 2022

HOURLY BILLING RATES

Principal in Charge Design	\$235.00
Director	\$215.00
Senior Project Manager Senior	\$205.00
Project Architect Project	\$205.00
Manager Project Architect	\$185.00
Project Leader / Technical Leader Project	\$180.00
Coordinator	\$150.00
Architectural Intern / Designer Intern	\$130.00
	\$115.00
	\$ 90.00
Senior Project Designer Project	\$200.00
Designer Design Leader	\$185.00
Designer II	\$140.00
Designer	\$135.00
	\$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 Agency	\$185.00
Compliance Cost Estimator	\$110.00
Clerical / Office	\$210.00
	\$100.00



Attachment

PBK has reviewed the district's RFP Bid# 20-1030 for Facility Master Planning Services and addendum and, based on that criteria, along with our experience developing numerous facility master plans, we have developed the following scope of services and fee proposal for your consideration:

Facility Description:

- 14 Elementary Schools
- 3 Intermediate Schools
- 2 High Schools
- 1 Alternative High School
- 1 Charter School
- 1 Community Day School

District Office and Maintenance/Operations Facility

Approximately 725,000 square feet of school facilities and 100,000 square feet of district office and operations facilities

PBK's scope of services shall include:

1. Project kick-off, research, archive reviews, development of a final approach and schedule done in consultation with the district and development of a District Facilities Master Planning Committee (FMPC). This shall also include regularly meeting with the FMPC to review and update on progress, develop Guiding Principles and discuss key issues.
2. Community Outreach meetings to inform the community of the process and findings and seek their input to inform decisions. Meetings are envisioned to develop 3 to 4 groupings of schools to meet 2 to 3 times during the process. group schools at three to four meetings upon discussion with the district. This will also include surveys and website development.
3. The development of existing conditions needs assessments at all noted sites. Sites shall be evaluated on physical condition of exteriors and interior finishes, casework and equipment, building envelope, technology, electrical, lighting, HVAC, plumbing, fire alarm, fire sprinklers, ADA, site drainage, playgrounds and fields. The visual aesthetics and character of the school sites, functionality of the campus spaces, indoor and outdoor, and overall learning environment.
4. Assessment of each school site for educational adequacy, size and capacity based on current and projected demographics and growth.
5. Development of future needs and alternatives based on facility conditions, functionality, adequacy and future growth and incorporation of energy savings measures.
6. Incorporation of a deferred maintenance plan into the FMP.
7. Demographic and enrollment projections for 3, 5 and 10 year periods based on existing attendance areas. Provide recommendations for school site sizes to accommodate projections.

8. Capacity and utilization study and determination of eligibility for state funding using state and local loading factors and CDE Title 5 guidelines. Prepare OPSC eligibility determination for filing.
9. Facilities Equity Study to analyze and compare teaching and support spaces between sites and compare with educational specifications.
10. Development of educational specifications for district facilities and individual spaces to reflect district standards and educational goals through a series of meetings and workshops. Additionally, PBK will assist district in updates to their Strategic Plan while developing equalization standards, sustainable construction guidelines, and maintenance operations and IT standards.
11. Cost estimating to identify costs for all projects and recommendations noted, from repairs and maintenance to new facilities.
12. Work with the district to develop recommended project priorities and identify costs per priority category.
13. Presentations with the FMPC and to the Governing Board at key phases of the process, including study sessions as needed with the Board.
14. Providing the final FMP in an Adobe PDF digital format to upload to district website and for their use. PBK will also provide three hard copy binders for the district.

PBK proposes to provide these services for all school sites for a fixed fee, including all reimbursable expenses, of **Two Hundred Eighty Five Thousand Dollars (\$285,000)**.

PBK proposes to provide assessment and planning services for district office and maintenance/operational facilities for an additional fixed fee of **Fifteen Thousand Dollars (\$15,000)**.