

SHADY CREEK OUTDOOR SCHOOL AND EVENT CENTER



Billing and Reservations:
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2949 - (530) 822-3039 Fax

Camp Address:
18601 Pathfinder Way, Nevada City, CA 95959
(530) 292-3436 – (530) 292-3538 Fax

Shannon Cueva, Director



TO: Shady Creek Participating Schools
Teachers and Principals

FROM: Shannon Cueva, Director

DATE: June 15, 2016

RE: Contract, Schedule, Nurses, and Details

- 1) Your contract and schedule are attached. Please carefully review your scheduled week and projected student attendance. If you anticipate **any** change in student attendance please call us immediately. Please download all necessary forms, including t-shirt order form at Shadycreek.org. **Please do not use prior year forms, information and pricing may have changed and we want to be sure you have current information.**
- 2) The fee for the 2016/2017 Shady Creek Program will be \$235.00 for a five-day week or \$214.00 if you are on a scheduled four-day week.
- 3) State regulations involving student medications make it necessary for a nurse to be on site during your week at Shady Creek. If your district is the designated Administrator for the week, it is your responsibility to secure and fingerprint the nurse. The providing district will receive a \$500.00 credit on their final invoice. **Please check the schedule to determine if your district is the weekly administrator. If so, begin planning now.** If you are having difficulty finding a nurse, please call Monica Ramos for the names of nurses who may be able to go with your district.
- 4) Student and teacher feedback on EcoQuest, our pre/post student curriculum books, has been excellent. Kids love it, and they are learning. An added plus is that EcoQuest is very teacher friendly. They can be ordered at your planning session meeting or by calling Monica Ramos at (530) 822-2949. The cost is \$3.25 per booklet.
- 5) 2016/2017 Benefit Tickets will be available through the Shady Creek Outdoor Education Foundation. Please call Daria Ali at (530) 933-0907 if you are interested in participating. Ticket sales not only help kids raise money to attend Shady Creek, they also generate funds for the Shady Creek Foundation, which in turn offers scholarships and grants to schools and students.

The Shady Creek Outdoor Education Foundation will be holding their annual "Friends and Family Day" at Shady Creek on August 27, 2016. This is a wonderful opportunity for parents to come and see the facility, meet the staff, and participate in hikes and tours to understand the magic of Shady Creek.

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Shannon Cueva, Director

Staff Inservice:

Fall 2016
Revised 5/24/2016

The following schedule is based on anticipated attendance from the schools participating in the Shady Creek Program.
If there is a change in your estimated attendance, please call our office immediately.

Week No.	School(s)	Pupils	Administrator/Nurse
Wk 1 Sept. 26 - 30, 2016	Foothill (60), Yuba Feather (12), Bangor (20) Dobbins (9), Manzanita (30), Plaza (29)	160	Bangor
Wk 2 Oct 3 - 7, 2016	Sierra Ave (75), Poplar Ave (45) Plumas Ave (40)	160	Plumas Avenue
Wk 3 Oct 10 - 14, 2016	LOMS (90), St. Isidore (20), Notre Dame (27) St Thomas the Apostle (20) Twin Rivers Charter School (50)	207	St Isidore
Wk 4 Oct. 18 - 21, 2016 4-day Tue-Fri	Lincrest (140) King Avenue (50)	190	YCUSD
Wk 5 Oct 24 - 28, 2016	Riverbend (110) Phoenix (30) Lincoln Montessori (17) Clear Creek (40)	197	YCUSD
Wk 6 Nov 1 - 4, 2016 4-day Tue-Fri	Alder Creek	150	Alder Creek
Wk 7 Nov 7 - 10, 2016 4-day week Mon - Thurs	Bridge (85) Park Avenue (105)	190	YCUSD
Wk 8 Nov 14 - 18, 2016	Riverside Meadows (130), Hearthstone (23), Winship/Robbins (20)	173	Hearthstone
November 21 - 25, 2016	STAFF BREAK		
Wk 9 November 28 - Dec 2, 2016	Lone Tree (50), Bear River (93), Robla (50)	193	Lone Tree

1620 0

0%



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Revised 6/15/2016
Spring 2017

Shannon Cueva, Director
School

Week No.			Pupils	Admin/Nurse
Wk 1	January 10 - 13, 2017 4-day	Rosedale Elem (80), Parkview (60) Chapman (45)	185	Parkview
Wk 2	January 17 - 20, 2017 4-day	McManus (60) Sierra View (110) Neal Dow (60)	210	Neal Dow
Wk 3	January 24 - 27, 2017 4-day	Shasta (112) and Marigold (70)	182	Shasta
Wk 4	Jan 30 - Feb 3, 2017	Princeton (11), Forest Ranch (32), Camptonville (15) CORE Butte Charter (16) Biggs/Richvale (35) Westside (55)	164	Westside
Wk 5	Feb 7 - 10, 2017 4-day (Tuesday - Friday)	April Lane (80) Andros Karperos (120)	200	YCUSD
Wk 6	Feb 14 - 17, 2017 4-day	Excelsior (175)	175	Excelsior
* Wk 7	* Feb 21 - 24, 2017 4-day	* Ella Elementary (65), Cedar Lane (35) Emma Wilson (85) Paragon Collegiate (25)	210	Cedar Lane
Wk 8	Feb 27 - March 3, 2017	Johnson Jr. (110) Williams (80),	190	Johnson Jr.
Wk 9	March 6 - 10, 2017	Egling (100)	100	Egling
Wk 10	March 13 - 17, 2017	Lincoln (103) Tierra Buena (84)	187	YCUSD
Wk 11	March 20 - 24, 2017	STREAM Charter (30), Achieve Charter (30), Paradise Charter (52) Children's Com. Charter (30) Blue Oaks Charter (45) Yuba Co. Career Prep (7)	194	Children's CCS
Wk 12	March 27 - 31, 2017	Stanford (30) Feather Falls (5) Twelve Bridges (105) Ophir (31) Sacramento Valley Charter (22) *	193	Stanford
Wk 13	April 3 - 7, 2017	Barry (56) Butte Vista (125) Central Galther (23)	204	YCUSD
BREAK	April 10 - 13, 2017	STAFF BREAK		
Wk 14	April 18 - 21, 2017 4-day (Easter)	Sheridan (14), First Street (85), Carlin Coppin (70) (all WPUSD)	209	WPUSD
Wk 15	April 24 - 28, 2017	Durham Int. (70) Allison (45) Maxwell (29) Nuestro (33) Yuba City Charter (19)	196	Maxwell
Wk 16	May 1 - 5, 2017	Browns (18) Brittan (65) Franklin (60) Marcum (22) Pleasant Grove (25)	190	Brittan
* Wk 17	* May 8 - 12, 2017	* Linda Elementary (99) McKenney (100)	199	Linda
* Wk 18	* May 15 - 19, 2017	* Arboga (50), Johnson Pk (51), Edgewater (45), Olivehurst (53)	199	Arboga
Wk 19	May 22 - 26, 2017	Joseph Conger Elementary (75)	75	
Total			3462	

Approval: RLDate: 7/6/16

SHADY CREEK OUTDOOR SCHOOL PROGRAM
Management Services Provided By
SUTTER COUNTY SUPERINTENDENT OF SCHOOLS OFFICE
Bill Cornelius, Superintendent
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2949

*all agreements
approved by
Ryan (II)

*DOB - all pages of
agreement

*remaining 10 schools,
just first page.

ENVIRONMENTAL EDUCATION AGREEMENT 2016/2017

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") Dobbins Elementary ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. Participation Fee: District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for 9 pupils and agrees to pay an amount **equal to \$235.00 per pupil** if scheduled for a five-day week and **\$214.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2017.**

2. Deposit. This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin counselors provided by the District as required by sections 3 and 4 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by **September 1, 2016 for fall scheduled schools and January 2, 2017 for spring scheduled schools** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall be less than Eight-five Percent (85%) of the number of Students identified in Section 1.

3. Adult Participation Requirements. District shall require the following adult participants, who shall stay at Shady Creek with the Students.

a. Program Coordinator. District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady

Creek Resident Director or designee to ensure that all requirements of this Agreement have been fulfilled prior to the arrival of the District at Shady Creek.

b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teachers food and lodging.

c. Administrator: District's attending shall coordinate to provide one administrator for each week Students are in attendance. If more than one district is participating in the Program during the Program Term, Districts shall provide an administrator on a rotating basis. The Shady Creek Director or designee shall be responsible for coordinating the rotation of the Administrator.

d. Nurse. If all Students for the Program Term are from the same District, District shall provide one school nurse or health technician. If more than one district is participating in the Program during the Program Term, Districts shall provide a nurse or health technician on a rotating basis. The Shady Creek Director shall be responsible for coordinating the rotation of the school nurse. The Superintendent will pay the district a \$500.00 stipend for providing a School Nurse or a \$360.00 stipend for providing a Health Technician.

It is understood that small districts may wish to combine pupils or classes and jointly provide the required instructional and administrative personnel. The Program Coordinator for the District shall work with the Shady Creek Resident Director to confirm that adequate adult supervision is available in the event the District wishes to combine classes or supervision with another participating district.

4. Cabin Counselors. In addition to the adult supervision required in Section 3, District shall provide cabin counselors at a ratio of 1 to 7 for the girls and a ratio of 1 to 9 for the boys and no less than one counselor per cabin and shall establish a selection procedure which ensures competent and responsible counselors. The cabin counselors are not required to be over the age of 18. However, in the event that the cabin counselors are minors, District shall require a parent or guardian of the cabin counselor to sign the release on the counselor health form. Signed release shall be submitted to the Shady Creek Director or designee upon arrival at camp. If you bring additional counselors there will be a fee of ½ the student price for the additional counselors.

5. Transportation. District shall be responsible for providing transportation of all employees, students, counselors and staff to and from Shady Creek.

6. Safety. District shall be solely and completely responsible for the safety of all persons and property during times when District, its employees, volunteers and students access the Shady Creek. District, its employees, volunteers and students shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety, and any rules posted at Shady Creek. Failure of the District, any Student or any other Program participant to comply with this section may result in the District, Student or Program participant being removed from the Program or the District not being allowed to participate in the Program in the future. Superintendent shall not be obligated to refund any Participation Fee to the District in the event any Student or other Program participant is removed from the Program as a result of violating this Section.

7. Health Forms and Waiver of Liability: District shall be responsible for collecting a health form including the Waiver of Liability for each student, counselor, and teacher attending camp and submitting to the Shady Creek Director or designee upon arrival.

8. Indemnity. District agrees to indemnify, defend and hold harmless the Superintendent, its officers, agents and employees, from and against any and all claims and losses whatsoever accruing or resulting in connection with performance of this Agreement, and from all claims and losses accruing or resulting to a person, firm, or corporation for damages, injury or death arising out of or connected with this Agreement and participation in the Program and access to Shady Creek. Without limiting the District's indemnification, the District shall maintain in force at all times while participating in the Program a policy or policies of insurance covering such participation including but not limited to the following coverages, and in the minimum limits of liability as stated herein: Comprehensive general liability, including personal injury in combined single limit of \$1,000,000.00 (one million dollars).

All such policies shall provide an endorsement naming the Superintendent, his officers, agents, employees, ***as additional insured***. The above described coverage shall be maintained throughout District's participation in the Program. **District shall file with the Superintendent a certificate of insurance evidencing that the insurance coverage as required herein has been obtained and is currently in effect.**

9. Waiver and Release of Liability. No board member, officer, employee, representative, or agent of Superintendent, shall be personally liable in any manner or to any extent under or in connection with this Agreement District, its employees and participants hereby waive any and all claims of such personal liability.

10. Interpretation. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sutter. The language in all parts of this Agreement shall be in all cases construed as a whole according to their fair meaning and not strictly for or against either the District or Superintendent. Any headings in this Agreement are included only as a matter of convenience and for reference and in no way define the scope or extent of this Agreement or the construction of any provision.

11. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstance shall be held, to any extent, invalid or unenforceable, then the remainder of this Agreement shall not be affected.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall, together, constitute one and the same instrument.

15. Entire Agreement; Amendments. This Agreement and the documents referred to in this Agreement constitutes the entire agreement of the Parties hereto with respect to the matters contained herein, and prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing which is signed by the Parties hereto or their respect successors-in-interest and indicates that it is an amendment of this Agreement. Neither party shall assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the other party.

16. Authority. Superintendent has delegated authority to enter into this Agreement with District to the Shady Creek Resident Director.

_____ School District

By: _____
(Authorized signature)

Dated: 6/15/2016

Sutter County Superintendent of Schools

By: Shannon Cueva
Sutter County Superintendent of Schools

Dated: _____

NOTE: Please sign and return one copy to Shady Creek Outdoor School, Sutter County Superintendent of Schools by **August 1, 2016**.

The District designates as Program Coordinator:

Name: _____ From: _____
(school or office)

Phone: _____

Please provide us with an email address for further correspondence:

Email: _____

Participating Teachers email address:

SHADY CREEK OUTDOOR SCHOOL PROGRAM
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ENVIRONMENTAL EDUCATION AGREEMENT 2016/2017

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") Foothill Intermediate School ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. Participation Fee: District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for 60 pupils and agrees to pay an amount **equal to \$235.00 per pupil** if scheduled for a five-day week and **\$214.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2017.**
2. Deposit. This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin counselors provided by the District as required by sections 3 and 4 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by **September 1, 2016 for fall scheduled schools and January 2, 2017 for spring scheduled schools** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall be less than Eight-five Percent (85%) of the number of Students identified in Section 1.
3. Adult Participation Requirements. District shall require the following adult participants, who shall stay at Shady Creek with the Students.
 - a. Program Coordinator. District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady

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ENVIRONMENTAL EDUCATION AGREEMENT 2016/2017

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") Yuba Feather School ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. Participation Fee: District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for 12 pupils and agrees to pay an amount **equal to \$235.00 per pupil** if scheduled for a five-day week and **\$214.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2017.**
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ENVIRONMENTAL EDUCATION AGREEMENT 2016/2017

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") Cedar Lane School ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. Participation Fee: District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for 35 pupils and agrees to pay an amount **equal to \$235.00 per pupil** if scheduled for a five-day week and **\$214.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2017.**
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ENVIRONMENTAL EDUCATION AGREEMENT 2016/2017

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") Ella Elementary ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. **Participation Fee:** District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for 65 pupils and agrees to pay an amount **equal to \$235.00 per pupil** if scheduled for a five-day week and **\$214.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2017.**
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3. **Adult Participation Requirements.** District shall require the following adult participants, who shall stay at Shady Creek with the Students.

a. **Program Coordinator.** District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady

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ENVIRONMENTAL EDUCATION AGREEMENT 2016/2017

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") Linda Elementary ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. **Participation Fee:** District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for 99 pupils and agrees to pay an amount **equal to \$235.00 per pupil** if scheduled for a five-day week and **\$214.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2017.**
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a. **Program Coordinator.** District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady

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ENVIRONMENTAL EDUCATION AGREEMENT 2016/2017

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") McKenney Intermediate ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. **Participation Fee:** District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for 100 pupils and agrees to pay an amount **equal to \$235.00 per pupil** if scheduled for a five-day week and **\$214.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2017.**
2. **Deposit.** This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin counselors provided by the District as required by sections 3 and 4 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by **September 1, 2016 for fall scheduled schools and January 2, 2017 for spring scheduled schools** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall be less than Eight-five Percent (85%) of the number of Students identified in Section 1.
3. **Adult Participation Requirements.** District shall require the following adult participants, who shall stay at Shady Creek with the Students.
 - a. **Program Coordinator.** District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady

SHADY CREEK OUTDOOR SCHOOL PROGRAM
Management Services Provided By
SUTTER COUNTY SUPERINTENDENT OF SCHOOLS OFFICE
Bill Cornelius, Superintendent
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2949

ENVIRONMENTAL EDUCATION AGREEMENT 2016/2017

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") Arboga Elementary ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. **Participation Fee:** District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for 50 pupils and agrees to pay an amount **equal to \$235.00 per pupil** if scheduled for a five-day week and **\$214.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2017.**
2. **Deposit.** This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin counselors provided by the District as required by sections 3 and 4 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by ***September 1, 2016 for fall scheduled schools and January 2, 2017 for spring scheduled schools*** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall be less than Eight-five Percent (85%) of the number of Students identified in Section 1.
3. **Adult Participation Requirements.** District shall require the following adult participants, who shall stay at Shady Creek with the Students.

a. **Program Coordinator.** District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady

SHADY CREEK OUTDOOR SCHOOL PROGRAM
Management Services Provided By
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Bill Cornelius, Superintendent
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2949

ENVIRONMENTAL EDUCATION AGREEMENT 2016/2017

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") Edgewater Elementary ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. **Participation Fee:** District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for 45 pupils and agrees to pay an amount **equal to \$235.00 per pupil** if scheduled for a five-day week and **\$214.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2017.**
2. **Deposit.** This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin counselors provided by the District as required by sections 3 and 4 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by ***September 1, 2016 for fall scheduled schools and January 2, 2017 for spring scheduled schools*** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall be less than Eight-five Percent (85%) of the number of Students identified in Section 1.
3. **Adult Participation Requirements.** District shall require the following adult participants, who shall stay at Shady Creek with the Students.
 - a. **Program Coordinator.** District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady

SHADY CREEK OUTDOOR SCHOOL PROGRAM
Management Services Provided By
SUTTER COUNTY SUPERINTENDENT OF SCHOOLS OFFICE
Bill Cornelius, Superintendent
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2949

ENVIRONMENTAL EDUCATION AGREEMENT 2016/2017

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") Johnson Park Elementary ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. **Participation Fee.** District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for 51 pupils and agrees to pay an amount **equal to \$235.00 per pupil** if scheduled for a five-day week and **\$214.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2017.**
2. **Deposit.** This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin counselors provided by the District as required by sections 3 and 4 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by ***September 1, 2016 for fall scheduled schools and January 2, 2017 for spring scheduled schools*** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall be less than Eight-five Percent (85%) of the number of Students identified in Section 1.
3. **Adult Participation Requirements.** District shall require the following adult participants, who shall stay at Shady Creek with the Students.

a. **Program Coordinator.** District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady

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Management Services Provided By
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Bill Cornelius, Superintendent
970 Klamath Lane, Yuba City, CA 95993
(530) 822-2949

ENVIRONMENTAL EDUCATION AGREEMENT 2016/2017

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") Olivehurst Elementary ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. **Participation Fee:** District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for 53 pupils and agrees to pay an amount **equal to \$235.00 per pupil** if scheduled for a five-day week and **\$214.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2017.**
2. **Deposit.** This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin counselors provided by the District as required by sections 3 and 4 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by ***September 1, 2016 for fall scheduled schools and January 2, 2017 for spring scheduled schools*** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall be less than Eight-five Percent (85%) of the number of Students identified in Section 1.
3. **Adult Participation Requirements.** District shall require the following adult participants, who shall stay at Shady Creek with the Students.

a. **Program Coordinator.** District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady

Approved by the Board of Trustees at the _____ board meeting.

JUL 06 2016

EDUCATIONAL SERVICES



Request Form for New Course and/or Textbook(s)/Material(s)

- ☒ Change of Text ☐ Add as a Supplement ☐ Existing Textbook/Reordering
☐ Text for New Course ☐ English Learners/Comite' Compliance [Currently not listed on textbook list]
☐ NEW COURSE: _____

For use beginning with the semester of:

☒ Fall☐ SpringYear: 2016-17

This form will provide the Board of Trustees, administration, and teachers an overview of the strengths this proposed textbook(s)/material(s) will support a particular course.

Textbook(s)/Material(s) Title: Precalculus: Graphical, Numerical, Algebraic, Common Core, 9th EditionAuthor: Demana, Waits, Foley, Kennedy, Bock Publisher: PearsonCopyright: 2015 Price \$: \$ 118.97 ISBN #: 978-0-13-353919-6School: MHS Teacher/Department Requesting: Dean Allen/Math

Funding Source: Proposed 2016-17 Board Approved 6/2016
LCAP Funding Grade Level(s): 11-12th
[\$30,000 Textbook per high school]

Title of Course/Subject: Pre-Calculus HonorsCourse Description(s) Covered: Continues the development and acquisition of the fundamental skills of geometry, trigonometry, and algebra.Projected number of books to be ordered: 40

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

- ☒ Yes, thorough coverage/alignment
☐ Yes, moderate coverage/alignment

Will this textbook(s)/material(s) be used at all MJUSD high school?

☒ Yes ☐ No

If not, why not? _____

Has the decision to request this textbook(s)/material(s) been discussed by all MJUSD high schools?

☒ Yes ☐ No

If not, why not? _____

Are there sections and/or passages in the textbooks(s)/materials(s) a parent/guardian or student may find objectionable?

☐ Yes ☒ No

If yes, **explain in detail:** Violence: How much? What kind? (Guns, fighting, knives, swords, etc.) / Profanity: (sexual expressions, inappropriate verbiage and/or innuendoes, etc.)

Please contact Mong Yang (749-6161) if you have any questions or need assistance.

List Major Content Standard(s) Covered:

Example:
Reading/Language Arts -
Gr. 9: Literary Response and Analysis: 3.3, 3.6, 3.10
Writing Strategies: 1.1, 1.5, 1.7, 1.8
History-Social Science -
Grade 12: Principles of American Democracy: 12.1 - #1, #2, #6
Principles of Economics: 12.2 - #2, #3, #8, #10

Number and Quantity: N-CN.3-9; N-VM.1-12
Algebra: A-APR.5,7; A-REP.8-9
Functions: F-IF.7.d; F-BF.5; F-TF.3, 4, 6, 7, 9
Geometry: G-SRT.9, 10, 11; G-C.4, G-GPE.3, G-GMD.2
Statistics and Probability: S-CP.8,9; S-MD.1-7

Prerequisites/Guidance Information:

Graduation Requirement:

☐ Yes ☒ No

UC/CSU Credit:

☒ Yes ☐ No

Is this an elective class?

☒ Yes ☐ No

Course Length: 1 year-2 semesters

Credits: 10.00

Additional comment(s) teacher/department would like to express in support of their decision to choose the proposed textbook(s) or basic learning material(s):

This text is the predecessor of the Pearson Calculus: Graphical, Numerical, Algebraic, AP Edition (2006), which is our current Board Adopted calculus textbook. This would create a seamless transition from pre-calculus to calculus.

I hereby verify the textbook(s)/material(s):

- Meets the legal compliance requirements of Education Code Sections 60040-60047
- Supports MJUSD standards for this course
- Meets the intent of Board Policy 6205

Department Chairperson:

Wendy Johnson

Date:

6/29/16

Site:

LHS

Department Chairperson:

Dean B. [Signature]

Date:

6/9/16

Site:

MHS

Principal Approval:

[Signature]

Date:

6-10-16

Site:

LHS

Principal Approval:

[Signature]

Date:

6-8-16

Site:

MHS

Approval:

[Signature]
Lennie Tate, Executive Director of Educational Services

Date

7/7/16

☒

Approved

☐

Denied

Revised
04/08/16

Please contact Mong Yang (749-6161) if you have any questions or need assistance.



CONTRACT SERVICES AGREEMENT
Educational Services – CELDT Testing Consultant

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 7/19/2016 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Roseann VanDerAa (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 TERM: This Agreement shall have a term of **2016-2017** commencing from **July 2016 – June 2017**

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 **TWELVE THOUSAND SIX HUNDRED SEVENTY-TWO AND NO CENTS (\$12,672.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of **ONE THOUSAND FIFTY SIX AND NO CENTS (\$1,056.00)** as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within **THIRTY (30)** calendar days of receipt of

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

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

II. PERFORMANCE OF AGREEMENT

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

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

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

III. INSURANCE

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

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

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

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

5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

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

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

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

DISTRICT:

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

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

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

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Ryan Digiulio,
Assistant Superintendent of Business Services

Contractor

By: Roseann VanDerAa

Name: Roseann VanDerAa

Title: CELDT Testing Consultant

Exhibit A
Scope of Work

CELDT Testing Consultant 2016-17 School Year

- Make contacts with all sites on scheduling
- Schedule (2) CELDT trainings for EL facilitators and retired teachers
- Schedule CELDT trainings at school sites (3-5 trainings)
- Work with the Hill's and others on sites needing testing
- Monitor testing schedule with sites
- Spreadsheet on sites completed and numbers tested
- Send extra test materials as needed to sites
- Assist with testing at all hill schools or at other sites as needed
- Proof hand bubbled answer docs as they come in from all sites (SSID#, BD, etc.)
- Fill out header sheets for all grade levels by site
- Fill out Master SGID sheets for all sites
- Package and label all scorable materials boxes
- Call for scoring materials pickup (with box count and box sizes)
- First EL Facilitators Meeting/Training in September
- First Principals Assurances checklists (PALS) are due in testing/EL office by end of October

November – January

- Email sites that have not turned in their PALS forms due last of October
- Review RFEP procedures (making sure sites understand how district benchmarks are used)
- Test results to sites
- Post test reports
- End of year report
- Start sites on Reclassifications new 2016-17 CELDT scores
- Arrange site visits to assist with RFEP paperwork
- Process RFEP forms send to District Superintendent for her signature
- Add students name, SSID#, BD, and date of RFEP to Reclassification spreadsheet.
- Enter students RFEP information in to Aeries
- Second PALS checklist due to testing/EL office by 3rd Friday in November
- Email sites that have not turned in their PALS forms that were due by the 3rd Friday in November

February

- EL Facilitators meeting/training to make sure all on going EL forms are understood
- Spread Sheet on sites
- Collate with CST and grades
- Process RFEP forms and enter data
- New CELDT training Sac
- Arrange for site visits to review ongoing EL forms

March

- Visit sites to assist with reclassifications
- Process RFEP forms and enter data
- Order EL testing materials
- Check with all sites on Principals Assurances checklist that needs to be completed by March

April – June

- EL Facilitator Meeting April – follow up on Reclassification progress at sites
- Assist sites with Reclassification paper work
- Process RFEP forms and enter data
- Festival of Reclassifications for 2016-17
- Set up trainings on new EL testing materials
- Collect all remaining CELDT materials form sites for return to EDS for destruction

Principals Assurance Checklist due to testing/EL office by end of June

CELDT Testing Consultant
On Going Duties 2016-17 School Year

El Facilitators meeting/trainings

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

CALPADS

EL Placement
Instruction
Review Reclassification

Reclassifications

On-going monthly
June –Festival of Reclassification
Review for needed criteria (scores – CELDT, District Benchmarks/CAHSEE, grades teacher and principal signature)

Consult

With Special Ed. / EL on Home Language Surveys
Collect, Monitor of waivers and withdraws in the district
Work with sites on Green EL Folders, EL stickers for cums
Reclassification paperwork for Green folder and RFEP stickers for cums
Work with sites on Primary Language test materials needed
(Spanish and Hmong)

CELDT

Process monthly CELDT test returned to testing office from sites.
Check hand bubbling, for SSID and other info. Grade level and Master SGID
Sheets, package and call for pickup.
Enter scores on monthly out of window CELDT testing into Aeries.
Enter monthly scores from EDS on testing done monthly for new students
Assist other districts that request CELDT scores of student that have moved

CELDT Testing Consultant Contractual for 2016-17 School Year

Roseann VanDerAa \$1,056.00 per mo

\$12,672.00 per yr.



CONTRACT SERVICES AGREEMENT
Educational Services –Testing Consultant

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 7/19/2016 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Roseann VanDerAa (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 TERM: This Agreement shall have a term of **2016-2017** commencing from **July 2016 – June 2017**

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **see Exhibit A.**(hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **SIX THOUSAND THREE HUNDRED THIRTY-SIX AND NO CENTS (\$6,336.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

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

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

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

II. PERFORMANCE OF AGREEMENT

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

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

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

III. INSURANCE

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

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

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

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

- 5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

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

CONTRACTOR:

Roseann VanDerAa
1428 Avocet Drive
Plumas Lake, CA 95961

Phone: 530-742-8952

Fax:

Email: rvanderaa@mjuds.com

DISTRICT:

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

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

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

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Ryan DiGiulio
Assistant Superintendent of Business Services

Contractor

By: Roseann VanDerAa

Name: Roseann VanDerAa

Title: Testing Consultant

Exhibit A
Scope of Work

District Testing Facilitation Consultant 2016-2017 School Year

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Deliverables Oriented Template – Non Pro Svc

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(CST, PFT and AP/BI)

July

PFT

Second and final PFT data correction window opens
Individual student reports arrive
Individual and district reports uploaded to CDE

August

PFT

Final PFT data correction window closes
Package PFT reports for distribution to sites with parent notification letter

September

PFT

PFT Coordinator Designation Form online,. Fill it out for online submission.
Notify Superintendent to check her email to approve the form
Email all sites 2015-16 PFT Facilitator list to update their PFT Facilitator for 2016-17 school year

CST

Email all sites 2015-16 CST Facilitator list to update their CST/Science Facilitator for 2016-17

October

All Testing Info

Final information for CBEDS day with Richard

PFT

Email site coordinators on upcoming dates, webinars, and additional information as it comes in

CST/Science

Keep in contact with all site coordinators on important dates, webinars and any new information that is posted

November

PFT

PFT Coordinator Designation Form due

Apportionment Forms

Start arriving for CELDT
Forms must be filled out and signed by District Superintendent and mailed by Certified/return receipt requested by December
for funds to be available to district.

December

CST

CST order of materials online for CST Science paper and pencil test for grades Fifth, Eighth and Tenth

Apportionment Forms

Mail District Superintendent signed to CDE for CELDT (forms must be mailed Certified and return receipt requested)

January

PFT

Webinar on 2017 PFT testing
Ensure data collection forms are distributed to all school sites

CST

Apportionment form will be sent to district
Have District Superintendent sign
Mail form Certified and return receipt requested
Prepare training packets for CST/Science paper and pencil training to be held in February
Email CST site coordinators and site administration of CST training in February

February

PFT

Notify sites PFT window opens. They can begin administering the PFT and collecting data

CST

District training on CST/Science paper and pencil testing.

March

PFT

Run reports for 5th, 7th and 9th grade from all sites
Have Purchase Order (PO) done to cover cost of PFT Pre-ID, Scoring and CD
Send Fax and mail copy of Purchase Order to company so Pre-ID upload can be none
Upload Pre-ID file for PFT

CST

CST/Science paper and pencil materials start arriving
Inventory of all sites CST/Science materials boxes for shortages or overages
Call company on any CST/Science material shortages or overages

April

PFT

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

CST

Prepare delivery forms for Warehouse delivery to sites
Email sites on approximate delivery dates
Remind sites CST/Science materials must be kept in a secure locked area

May

PFT

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

CST

CST/Science testing window opens
Assist all sites with questions or problems during testing
Provide additional test materials as needed
Return of CST/Science paper and pencil test materials to warehouse
Inventory, separate and count scorable and non-scorable boxes from all sites
Label and mark with number count scorable materials for pickup
Label and mark with number count non-scorable materials for pickup

Call company for bill of lading for CST pickup

AP/BI

Email all High Schools that 2015-16 Advanced Placement (AP/BI) AP Exam Invoice: State Copy and 2015-16 School Worksheet are due in the Testing Office by June 5, 2017

June

AP/BI

Reminder email to all High Schools that tested to send their signed State Invoice and school worksheet to the testing office by June 5th

Complete district worksheet using school site worksheets

Submit district online worksheet form

Printed form must have District Superintendent signature

Mail District form and all site forms by June 30th

PFT

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

Testing Facilitation Consultant On Going Duties

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

Assist sites with missing reports through PFT

Testing Facilitation Consultant Contractual 2016-17 School Year

Roseann VanDerAa	\$528.00 per mo	\$6,336.00 per yr
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CONTRACT SERVICES AGREEMENT
Educational Services – CELDT Testing Consultant

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 7/19/2016 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Aaron Hill (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 **2016-2017** commencing from **July 2016 – October 2016**

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 **FIVE THOUSAND TWO HUNDRED FIFTY AND NO CENTS (\$5,250.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of **ONE THOUSAND THREE HUNDRED TWELVE AND FIFTY CENTS (\$1,312.50)** as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **THIRTY (30)** calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **FORTY-FIVE (45)** calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts

45

Business Services Department

Approval: PL
Date: 6/30/16

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

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

II. PERFORMANCE OF AGREEMENT

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

F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

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

- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 **VERIFICATION OF COVERAGE:** CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

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

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

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.

6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have

occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.

- 6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*
- 6.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:
Aaron Hill
3900 Hildale Ave
Oroville, CA 95966

Phone: 530-534-0998
Fax:
Email:

DISTRICT:

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

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

- 6.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of

the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.

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

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

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

6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

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

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

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

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

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

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

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

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:

By: _____
Ryan DiGiulio
Assistant Superintendent of Business Services

Contractor

By: Aaron Hill

Name: Aaron Hill

Title: CELDT Testing Consultant

Exhibit A
Scope of Work

July – October

Attend mandatory yearly CELDT training for 2016-17

Create set-up procedures for CELDT Test for 2016-17

Create a testing calendar based on each school site's availability

Provide one on one oral CELDT testing to each student at the following sites (approximately 1-2 weeks per school site):
Olivehurst, McKenney, Yuba Gardens, Lindhurst, Marysville Community Day School, Marysville Charter Academy for the Arts,
Cedar Lane, Edgewater, Ella, Olivehurst, Johnson Park, and Kynoch

Assist with group CELDT testing at each of the following sites (as needed):
Olivehurst, McKenney, Yuba Gardens, Lindhurst, Marysville Community Day School, Marysville Charter Academy for the Arts,
Cedar Lane, Edgewater, Ella, Olivehurst, Johnson Park, and Kynoch

CELDT testing team Contractual 2016-2017 School Year

Aaron Hill	\$5,250.00
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CONTRACT SERVICES AGREEMENT
Educational Services – CELDT Testing Consultant

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 7/19/2016 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Jan Hill (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 **2016-2017** commencing from **July 2016 – October 2016**

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 **FIVE THOUSAND TWO HUNDRED FIFTY AND NO CENTS (\$5,250.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of **ONE THOUSAND THREE HUNDRED TWELVE AND FIFTY CENTS (\$1,312.50)** as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts

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

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

II. PERFORMANCE OF AGREEMENT

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

- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.
- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

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

- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

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

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

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.

6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have

occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.

6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California Fals 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:
Jan Hill
3900 Hildale Ave
Oroville, CA 95966

Phone: 530-534-0998
Fax:
Email:

DISTRICT:

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

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

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

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

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

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

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

6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of

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the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.

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

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

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

6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

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

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

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

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

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

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Ryan DiGiulio
Assistant Superintendent of Business Services

Contractor

By: Jan Hill

Name: Jan Hill

Title: CELDT Testing Consultant

Exhibit A
Scope of Work

July – October

Attend mandatory yearly CELDT training for 2016-17

Create set-up procedures for CELDT Test for 2016-17

Create a testing calendar based on each school site's availability

Provide one on one oral CELDT testing to each student at the following sites (approximately 1-2 weeks per school site):
Olivehurst, McKenney, Yuba Gardens, Lindhurst, Marysville Community Day School, Marysville Charter Academy for the Arts,
Cedar Lane, Edgewater, Ella, Olivehurst, Johnson Park, and Kynoch

Assist with group CELDT testing at each of the following sites (as needed):
Olivehurst, McKenney, Yuba Gardens, Lindhurst, Marysville Community Day School, Marysville Charter Academy for the Arts,
Cedar Lane, Edgewater, Ella, Olivehurst, Johnson Park, and Kynoch

CELDT testing team Contractual 2016-2017 School Year

Jan Hill	\$5,250.00
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Grant Award Notification

GRANTEE NAME AND ADDRESS Gay Todd, Ed. D., Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				16	14968	7273	00
Attention Amber Watson, RD				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
				Resource Code	Revenue Object Code	Yuba	
Program Office Nutrition Services				INDEX			
				5370	8220		
Telephone 530-749-6178				NAME OF GRANT PROGRAM			INDEX
				Fresh Fruit and Vegetable Program			0190
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$19,005.00		\$19,005.00	0	7-1-16	9-30-16	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
10.582	7CA310CA1	Fresh Fruit and Vegetable Program			USDA		
Dear Superintendent Todd, Ed. D.: I am pleased to inform you that you have been funded for the Fresh Fruit and Vegetable Program. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly. Please return the original, signed Grant Award Notification (AO-400) within 10 days to: <div style="text-align: center;"> Sauncerae Gans, Analyst Nutrition Services Division California Department of Education 1430 N Street, Suite 4503 Sacramento, CA 95814-5901 </div>							
California Department of Education Contact				Job Title			
Sauncerae Gans				Analyst			
E-mail Address					Telephone		
sgans@cde.ca.gov					916-323-6775		
Signature of the State Superintendent of Public Instruction or Designee					Date		
Tom Tonkinson					June 22, 2016		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.							
Printed Name of Authorized Agent				Title			
Gay Todd				Superintendent			
E-mail Address					Telephone		
gtodd@mjvdsd.com					530-749-6102		
Signature					Date		
Gay Todd					6-28-16		

June 22, 2016

2016-17 Fresh Fruit and Vegetable Program Award Recipients—First Allocation

COUNTY NAME	LOCAL EDUCATIONAL AGENCY	SCHOOL	GRANT NUMBER	FIRST ALLOCATION (JULY 1, 2016 – SEPTEMBER 30, 2016)
Yuba	Marysville Joint Unified School District	Cedar Lane Elementary	16-14968-7273-00	\$2,885.00
Yuba	Marysville Joint Unified School District	Dobbins Elementary	16-14968-7273-00	\$325.00
Yuba	Marysville Joint Unified School District	Ella Elementary School	16-14968-7273-00	\$3,110.00
Yuba	Marysville Joint Unified School District	Johnson Park Elementary	16-14968-7273-00	\$1,830.00
Yuba	Marysville Joint Unified School District	Kynoch Elementary	16-14968-7273-00	\$3,720.00
Yuba	Marysville Joint Unified School District	Linda Elementary School	16-14968-7273-00	\$3,820.00
Yuba	Marysville Joint Unified School District	Olivehurst Elementary School	16-14968-7273-00	\$3,315.00

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Marysville Joint Unified School District
Nutritional Services
Price Quote for Delivery of Fresh Fruits & Vegetables to 14 Sites
August 1, 2016 through July 31, 2017

No.	Item	Pack	Months Used	Estimated Yearly Case Usage	Pro Pacific			Rohrer Brothers		
					Case Price	Extended Price	Comments	Case Price	Extended Price	Comments
1	Apple, Size 138ct, Fuji Fancy	40 lb.	year round	300	20.50	6,150.00	RED	19.00	5,700.00	
2	Apple, Size 138ct, Gala Fancy	40 lb.	year round	200	20.50	4,100.00		19.00	3,800.00	
3	Apple, Size 138ct, Green Fancy	40 lb.	year round	400	20.50	8,200.00		19.00	7,600.00	
4	Apple, Size 198ct, Fuji Fancy	40 lb.	year round	200	17.50	3,500.00	RED	19.00	3,800.00	
5	Apple, Size 198ct, Gala Fancy	40 lb.	year round	200	17.50	3,500.00		19.00	3,800.00	
6	Apple, Sliced, bulk	20/2 lb.	year round	500	47.50	23,750.00		55.50	27,750.00	
7	Apple, Sliced, I.W.	200/2oz	year round	400	48.50	19,400.00		42.50	17,000.00	
8	Banana, Petite	150 count	year round	1300	18.75	24,375.00		18.00	23,400.00	
9	Broccoli Florets, precut	4/3 lb. cs	year round	750	18.00	13,500.00		19.00	14,250.00	
10	Broccoli Florets, precut	3 lb. pack	year round	50	4.50	225.00		4.85	242.50	
11	Cantaloupe, whole	case	seasonal	40	12.75	510.00		12.95	518.00	
12	Carrots, Diced 3/8 IN	5 lb. bag	year round	40	4.75	190.00		8.60	344.00	
13	Carrots, Stick Brick Pack	1/5 lb. bag	year round	50	7.00	350.00		8.60	430.00	
14	Carrots, shredded	5 lb. bag	year round	40	5.00	200.00		4.75	190.00	
15	Carrots, mini, snack pak	100/2.6 oz	year round	3000	19.50	58,500.00		18.40	55,200.00	
16	Carrots, mini, snack pak	200/1.6 oz	summer	200	19.50	3,900.00		21.00	4,200.00	
17	Cauliflower, florette	3 lb. bag	year round	20	7.50	150.00		6.50	130.00	
18	Celery Sticks, precut 4" TAMS	5 lb. bag	year round	1100	7.50	8,250.00		6.20	6,820.00	
19	Celery Sticks, diced 1/4"	5 lb. bag	year round	50	7.50	375.00		6.20	310.00	
20	Cilantro	bunch	year round	250	0.55	137.50	3ct	0.40	100.00	
21	Coleslaw	5 lb. bag	year round	10	3.00	30.00		4.00	40.00	
22	Cucumbers, whole	3 ct	year round	500	1.65	825.00		1.45	725.00	
23	Cucumbers, whole	36ct/25 lb.	year round	500	15.75	7,875.00		12.50	6,250.00	
24	Cucumbers, sliced 1/4"	5 lb	year round	700	10.95	7,665.00		11.00	7,700.00	
25	Grapes Lunch Bunch	case	seasonal	650	22.50	14,625.00	CALIFORNIA	22.00	14,300.00	
26	Honeydew, whole	case	seasonal	40	9.75	390.00		10.85	434.00	
27	Jicama, pre-cut sticks TAMS	5 lb bag	year round	1600	10.50	16,800.00		9.50	15,200.00	
28	Kiwifruit 110ct	V.F. Bulk	seasonal	500	16.75	8,375.00		22.75	11,375.00	
29	Lemon	7 ct	year round	20	2.50	50.00		1.40	28.00	
30	Lettuce, Romaine chopped	6/2 lb cs	year round	1300	14.50	18,850.00		15.50	20,150.00	
31	Lettuce, Icebureg, shredded	4/5 lb. bag	year round	500	12.50	6,250.00		13.50	6,750.00	
32	Limes	2 lb	year round	25	1.90	47.50	5#	1.00	25.00	
33	Limes	7ct	year round	125		-		0.70	87.50	
34	Mushroom, Medium	pound	year round	25	2.00	50.00		1.75	43.75	

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No.	Item	Pack	Months Used	Estimated Yearly Case Usage	Pro Pacific			Rohrer Brothers		
					Case Price	Extended Price	Comments	Case Price	Extended Price	Comments
35	Nectarine, size 64-72	25 lb	seasonal	160	18.75	3,000.00		15.00	2,400.00	
36	Onions, yellow	6ct	year round	30	2.00	60.00		1.30	39.00	
37	Onions, yellow diced 1/4"	5 lb bag	year round	90	5.25	472.50		8.25	742.50	
38	Onions, yellow diced 3/8"	5 lb bag	year round	5	5.25	26.25		8.25	41.25	
39	Onions, Red	6ct	year round	10	2.50	25.00		1.50	15.00	
40	Onions, red sliced 1/4"	5 lb bag	year round	30	7.50	225.00		15.00	450.00	
41	Onions, red sliced 1/8"	5 lb bag	year round	30	7.50	225.00		15.00	450.00	
42	Onions, green	bunch	year round	30	0.55	16.50	5.5oz = 2 B	0.35	10.50	
43	Oranges, size 138, Choice	40 lb. case	year round	1500	16.75	25,125.00		14.00	21,000.00	
44	Peach, size 64-72	case	seasonal	160	18.75	3,000.00		15.00	2,400.00	
45	Peas, Sugar Snap Bag	2 lb	year round	150	4.00	600.00		4.00	600.00	
46	Peas, Sugar Snap	10 lb	year round	100	17.00	1,700.00		20.00	2,000.00	
47	Pears, Red, 120-135ct	40 lb. case	seasonal	200	21.75	4,350.00		20.00	4,000.00	
48	Pears, Bartlett, 120-135 ct	40 lb. case	seasonal	200	21.75	4,350.00		20.00	4,000.00	
49	Pepper, Green Bell	6 ct	year round	30	3.00	90.00		1.80	54.00	
50	Pepper, Green Diced 1/2"	5 lb	year round	10	15.00	150.00		12.50	125.00	
51	Pepper, Red Bell	6 ct	year round	115	3.50	402.50		2.00	230.00	
52	Pepper, Yellow Bell	6 ct	year round	15	6.00	90.00		2.50	37.50	
53	Pineapple, fresh, 7 count	single layer	seasonal	75	20.65	1,548.75	5ct	17.30	1,297.50	
54	Plums, Red/Black size 40-45	case	seasonal	125	21.50	2,687.50		19.50	2,437.50	
55	Potato, Russet 100ct	lb	year round	5	12.75	63.75		16.45	82.25	
56	Spinach, cleaned, cello pack	4/2.5 lb. bag	year round	1000	14.00	14,000.00		15.00	15,000.00	
57	Squash, zucchini	lb	year round	25	1.20	30.00	5# unit = 1.2	0.60	15.00	
58	Strawberries, flat	8/1#	seasonal	80	12.75	1,020.00		11.50	920.00	
59	Tangerines, Minneola	case	seasonal	25	17.50	437.50		13.50	337.50	
60	Tangerine, Murcott	case	seasonal	25	19.50	487.50		15.00	375.00	
61	Tangerine, Satsuma Mandarin	case	seasonal	200	19.50	3,900.00		21.00	4,200.00	
62	Tomatoes, 5X6	22lb	year round	165	16.75	2,763.75		16.95	2,796.75	
63	Tomatoes, box	25lb	year round	30	16.75	502.50		16.95	508.50	
64	Tomatoes, Grape	10lb	year round	110	16.00	1,760.00		12.00	1,320.00	
65	Watermelon, whole medium 3-4ct	35 lb	seasonal	50	16.50	825.00	3ct	14.00	700.00	
						335,029.00			327,277.50	
high volume items						274,815.00			265,420.00	

No.	Sysco			The Fruitguys			Daylight Foods			Ag Link		
	Case Price	Extended Price	Comments	Case Price	Extended Price	Comments	Case Price	Extended Price	Comments	Case Price	Extended Price	Comments
1	no bid		/-Seasonal	36.80	11,040.00		21.75	6,525.00		25.00	7,500.00	
2	30.84	6,168.00	1/138 CT-PACKER:Market	36.80	7,360.00		21.75	4,350.00		25.00	5,000.00	
3	33.00	13,200.00	1/88 CT-PACKER:Market	35.40	14,160.00		19.95	7,980.00		25.00	10,000.00	
4	33.27	6,654.00	1/88 CT-PACKER:Market	31.20	6,240.00		20.75	4,150.00		25.00	5,000.00	
5	30.84	6,168.00	1/138 CT-PACKER:Market	32.60	6,520.00		20.75	4,150.00		25.00	5,000.00	
6	34.17	17,086.67	1/30 LB-SYS CLS:Market				49.85	24,925.00	12/3lb			
7	99.25	39,700.00	48/2 OZ-PACKER:Market				47.00	18,800.00		25.00	10,000.00	
8	19.54	25,402.00	1/150CT-DELMONT:Market	29.80	38,740.00		20.10	26,130.00				
9	17.21	12,907.50	4/3 LB-SYS NAT:Market	42.75	32,062.50		16.95	12,712.50		17.75	13,312.50	
10	4.30	215.13	4/3 LB-SYS NAT:Market	18.97	948.60	5 lb. pack	4.45	222.50				
11	14.32	572.80	1/9-12CT-PACKER:Market	32.60	1,304.00		11.85	474.00		11.00	440.00	9s/40#
12	6.53	261.20	1/5 LB-PACKER:Market	16.94	677.60	Diced 1/2 IN	4.90	196.00				
13	5.90	295.13	4/5 LB-SYS NAT:Market	18.36	918.00		6.50	325.00		5.75	287.50	4/5#
14	3.78	151.10	4/5 LB-PACKER:Market	13.13	525.20		3.50	140.00				
15	39.54	118,620.00	200/1.3 OZ-PACKER:Market	32.40	97,200.00	100/3 oz	17.50	52,500.00		23.00	69,000.00	
16	19.77	3,954.00	200/1.3 OZ-PACKER:Market	30.00	6,000.00	200/1.3 oz	22.00	4,400.00		25.00	5,000.00	
17	6.96	139.10	2/3 LB-SYS NAT:Market	16.81	336.12	5 lb. bag	5.75	115.00		6.13	122.50	4/3#
18	5.97	6,569.75	4/5 LB-PACKER:Market	19.23	21,153.00	precision precut 3"	6.25	6,875.00		6.13	6,737.50	4/5#
19	6.37	318.50	1/5 LB-PACKER:Market	18.86	943.00		6.50	325.00				
20	13.97	3,492.50	4/1 LB-SYS NAT:Market				0.65	162.50		11.75	2,937.50	4/1#
21	6.63	66.32	2/7 LB-SYS CLS:Market	11.50	115.00		3.75	37.50		3.75	37.50	4/5#
22	5.43	2,715.00	1/6 CT-PACKER:Market				1.80	900.00				
23	65.16	32,580.00	1/6 CT-PACKER:Market	25.60	12,800.00		11.95	5,975.00				
24	11.68	8,176.00	1/5 LB-PACKER:Market	23.55	16,485.00		7.45	5,215.00				
25	30.16	19,604.00	1/CTN-PACKER:Market	32.00	20,800.00		21.25	13,812.50		33.60	21,840.00	150ct
26	12.74	509.60	1/6-8 CT-PACKER:Market	11.50	460.00		10.80	432.00		16.00	640.00	5s/40#
27	10.37	16,592.00	1/5#-PACKER:Market	23.61	37,776.00		8.25	13,200.00				
28	19.64	9,820.00	1/99 CT-PACKER:Market	28.00	14,000.00		19.95	9,975.00		23.00	11,500.00	
29	15.01	300.20	1/10 LB-PACKER:Market				1.45	29.00				
30	15.72	20,436.00	6/2 LB-SYS NAT:Market				13.50	17,550.00		16.25	21,125.00	
31	13.87	6,935.00	4/5 LB-SYS NAT:Market				11.25	5,625.00		11.25	5,625.00	
32	6.33	158.25	1/12 CT-SYS IMP:Market				1.35	33.75				
33	6.33	791.25	1/12 CT-SYS IMP:Market				1.00	125.00				
34	1.93	48.28	1/10 LB-PACKER:Market				2.00	50.00				

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No.	Sysco			The Fruitguys			Daylight Foods			Ag Link		
	Case Price	Extended Price	Comments	Case Price	Extended Price	Comments	Case Price	Extended Price	Comments	Case Price	Extended Price	Comments
35	23.99	3,838.40	1/25#-PACKER:Market	27.00	4,320.00		17.55	2,808.00		22.00	3,520.00	
36	8.26	247.80	1/5 LB-PACKER:Market				1.85	55.50				
37	6.00	540.00	1/5 LB-PACKER:Market	17.63	1,586.70		4.75	427.50		4.66	419.40	4/5#
38	5.98	29.90	1/5 LB-PACKER:Market	16.25	81.25	diced 1/2"	4.75	23.75				
39	8.64	86.40	1/10 LB-SYS IMP:Market				2.15	21.50				
40	11.61	348.30	1/5 LB-PACKER:Market	31.04	931.20		5.95	178.50				
41	8.11	243.30	4/5LB-PACKER:Market	29.61	888.30		5.95	178.50				
42	18.36	550.80	4/2 LB-SYS NAT:Market	22.80	684.00		0.95	28.50		15.93	477.90	4/2#
43	20.92	31,380.00	1/138 CT-SYS IMP:Market	22.00	33,000.00		16.05	24,075.00		16.00	24,000.00	
44	22.46	3,593.60	1/25 LB-PACKER:Market	27.00	4,320.00		16.30	2,608.00		22.00	3,520.00	size 84-88(1
45	3.49	524.00	12/2 LB-SYS IMP:Market				4.80	720.00				
46	no bid		/-:Seasonal	27.00	2,700.00		21.80	2,180.00				
47	23.11	4,622.00	1/22 LB-PACKER:Market	30.00	6,000.00		22.85	4,570.00		23.00	4,600.00	size 135-15(
48	27.37	5,474.00	1/135 CT-PACKER:Market	26.00	5,200.00		22.85	4,570.00		23.00	4,600.00	size 135-15(
49	9.15	274.50	1/5 LB-SYS IMP:Market				2.65	79.50		1.69	50.63	64ct
50	15.58	155.80	1/5 LB-PACKER:Market	24.60	246.00		11.50	115.00				
51	11.66	1,340.90	1/5 LB-SYS IMP:Market				2.95	339.25		2.25	258.75	44ct
52	11.07	166.05	1/5 LB-SYS IMP:Market				3.35	50.25		2.25	33.75	44ct
53	16.86	1,264.50	1/7 CT-DELMONT:Market	26.00	1,950.00		13.30	997.50				
54	26.27	3,283.75	1/80CT-PACKER:Market	33.00	4,125.00		19.90	2,487.50		34.50	4,312.50	size 60-64 (
55	14.92	74.60	1/50 LB-WHTRUSS:Market				0.85	4.25				
56	14.88	14,880.00	4/2.5 LB-SYS NAT:Market				12.25	12,250.00		15.00	15,000.00	
57	1.81	45.15	1/5#-SYS IMP:Market				1.05	26.25				
58	15.71	1,256.80	8/1 LB-PACKER:Market	22.10	1,768.00		11.85	948.00		19.00	1,520.00	
59	no bid		/-:Seasonal	34.00	850.00		15.85	396.25				
60	no bid		/-:Seasonal	32.00	800.00		25.75	643.75				
61	30.00	6,000.00	1/25LB-PACKER:Market	32.00	6,400.00		17.30	3,460.00				
62	14.09	2,324.65	1/25 LB-SYS IMP:Market	23.50	3,877.50		13.75	2,268.75		14.95	2,466.75	5x5
63	18.22	546.60	1/25 LB-SYS IMP:Market	23.50	705.00		13.45	403.50				
64	19.18	2,109.80	1/5 LB-SYS IMP:Market	21.40	2,354.00		13.10	1,441.00		13.00	1,430.00	12#
65	28.53	1,426.50	1/5 CT-PACKER:Market	20.00	1,000.00	whole mini 6-9	15.95	797.50		27.53	1,376.50	5s/68#
		467,235.37				432,350.97			317,570.25	268,691.18		

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Purchasing Department

1919 B Street

Marysville, California 95901

REQUEST FOR PRICING (RFP)

FRESH PRODUCE

BID #17-1017

This is a formal request for pricing on **FRESH PRODUCE** (bid# 17-1017) for the Marysville Joint Unified School District (MJUSD) for the 2016-2017 school year. A bid packet may be obtained from the MJUSD Purchasing Department website at www.mjUSD.com/bid. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

Completed bid packet shall be delivered or mailed to the attention of: Kathy Cartwright – Purchasing Department, Room 106, 1919 B Street, Marysville, CA 95901 on or before **Tuesday, July 5, 2016 at 2:00 p.m.** It is the responsibility of the vendor to ensure that the bid is submitted on time and to the authorized agent. The bid will be opened at said time but not read. Faxed documents are not acceptable and will not be received. The MJUSD reserves the right to reject any or all quotations and to waive any formality of the bid. Any bid received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

Questions regarding the bid and/or bid documents will only be accepted if submitted in writing. Questions can be submitted to Kathy Cartwright by email: kcartwright@mjUSD.com. All questions shall be submitted by email before 9:00am on June 29, 2016.

Original signatures are required on the submitted proposal. The company representative authorized to sign the proposal with accompanying contract obligations and bind the company to all contractual obligations must sign in **blue ink**. The same person who signs the submitted proposal for the vendor must initial corrections made of entries on the bid form in blue ink. An authorized officer shall sign the submitted proposal under the correct firm name.

BUY AMERICAN REQUIREMENT

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d). The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

Two situations which may warrant a waiver to permit purchases of foreign food products are:

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the costs of a U.S. product are significantly higher than the foreign product.

A domestic commodity or product is one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. This includes foods that are sold to students as a la carte food items.

Actions that districts/sponsors can take to comply with the Buy American requirements are:

- Including a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposal, purchase orders, etc.)
- Monitoring contractor performance
- Requiring suppliers to certify the origin of the product
- Examining the product packaging for identification of the country of origin
- Asking the supplier for specific information about the percentage of U.S. content in the food product

RFP REQUIREMENTS

1. Conditions

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease the quantities according to need. Quantities are for twelve (12) months, August 1, 2016 through July 31, 2017. The quantities are estimates and provided for information only; it is not guaranteed.

2. Prices

- a. The bid period is from **August 1, 2016 through July 31, 2017**. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and MJUSD shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the MJUSD. MJUSD shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth in Section: Contractual Obligations #16 of this contract.
- b. **Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area.**
- c. A response to any specific item of this bid with terms such as “negotiable,” “will negotiate,” or similar, will be deemed non-responsive to that specific item.

3. Product Specification

The vendor shall bid the portion size and pack quantity stated on the worksheet. If the vendor chooses to bid an item that is different than what is stated, it must be indicated by a strikeout and addition of the specific portion size and pack quantity. Vendors must be an authorized dealer for brand/s priced. Should any item requested be patented, or otherwise protected or designated by the particular name of the maker, and the vendor desires to price any item of equal character and quality, he may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the District to be equal in all respects to that specified and the District provides its written approval. The vendor/s shall bear all costs of demonstrating to the District that the alternate product is equal to that specified. The District’s decision regarding whether the alternate product meets the plans or specifications and needs of the District shall be final. If samples are requested by the District for this determination, they shall be submitted in accordance with Section: Contractual Obligations #1, except that they may be submitted after bid opening.

4. Deliveries

- a. Deliveries shall be made to a specified location at the school (kitchen or district warehouse) in the MJUSD herein listed and any additional schools established by the district during the period of this contract, unless otherwise arranged with the Director of Nutrition Services.
- b. A minimum of one delivery each week shall be made to each location between the hours of 5:30am and 10:00am on Monday; with the exception of the District Warehouse which delivery must be made by 7:00am on Monday. Additional delivery

day may be necessary mid-week (day of the week is to be determined upon award) for select sites during peak operational times. When a holiday falls on a Monday, delivery must be made on Tuesday by 10:00am (Friday 7:00am for District Warehouse).

- c. Delivery to the District Warehouse will be for three (3) separate school orders with small order quantities. These schools are located in the rural foothills of Yuba County. Deliveries must be made by 7:00am to meet MJUSD delivery timeframes to get loading on truck. Orders must be itemized on separate invoices/bill of lading.
- d. Should the vendor be unable to make a delivery due to holiday or emergency, arrangements for an alternate delivery day shall be confirmed with the Nutrition Services Department.
- e. All fresh produce shall be delivered in refrigerated trucks maintaining whole uncut goods at 45 degrees Fahrenheit or lower and maintaining cut/processed goods at 41 degrees Fahrenheit or lower.
- f. Products not meeting the MJUSD quality standards shall be replaced within 24 hours by the vendor at no additional cost.
- g. Substitutions shall be rejected unless specific authorization by MJUSD Nutrition Services is secured in advance.

5. Points of Delivery

Arboga Elementary	1686 Broadway	Olivehurst 95961
Cedar Lane Elementary	841 Cedar Lane	Olivehurst 95961
Covillaud Elementary	628 F Street	Marysville 95901
District Warehouse	1919 B Street	Marysville 95901
Edgewater Elementary	5715 Oakwood Drive	Marysville 95901
Ella Elementary	4850 Olivehurst Avenue	Olivehurst 95961
Johnson Park Elementary	4364 Lever Avenue	Olivehurst 95961
Kynoch Elementary	1905 Ahern Street	Marysville 95901
Linda Elementary	6180 Dunning Avenue	Marysville 95901
Lindhurst High	4446 Olive Drive	Olivehurst 95901
Marysville High	12 E. 18 th Street	Marysville 95901
McKenney Intermediate	1904 Huston Street	Marysville 95901
Olivehurst Elementary	1778 McGowan Parkway	Olivehurst 95961
Yuba Gardens Intermediate	1964 11 th Avenue	Olivehurst 95961

6. No Minimum/Maximum Quantities, Order Charges, or Limitations upon Number of Orders

The District anticipates term requirements for the supplies and commodities as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for orders. Unlimited orders within the term of the contract shall be allowed to the awarding District at prices quoted.

BASIS OF AWARD

- 1. It is the intent of the Board of Trustees of the Marysville Joint Unified School District to award the RFP on the basis of service, delivery, quality, price, adaptability for school food service use, and products in accordance with the specifications herein. Parties will be assigned a score based on this criterion:

- Up to 40 points based on price
- Up to 30 points based on references

- Up to 15 points based on service and delivery
 - Up to 15 points based on quality/grade
 - Up to 100 total
2. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.

CONTRACTUAL OBLIGATIONS IF AWARDED UNDER THIS RFP

1. Samples

Party may be required to submit samples of the RFP items upon request by the Nutrition Services Director. Samples are to be furnished without cost to the school district.

2. Sanitary and Quality Control Requirements

- a. All fresh produce to be furnished shall be processed in a plant where a high standard of sanitation is always maintained. The plant must be adequately ventilated and must be above ground level. The successful contractor will be requested to furnish evidence of certificate of sanitation issued by the City and/or County Health Departments.
- b. All cartons must be properly sealed and free from leakage; cases/crates must be clean.
- c. **All products shall have a readable code date.**
- d. All products shall be free of off flavors or any other possible contamination.
- e. The vendor shall provide the District with quality USDA, FDA food products that have been inspected, tested, and certified. The vendor shall have quality control procedures in place that provide an unconditional guarantee of wholesomeness for every product sold. Vendor shall operate a HACCP compliant total quality control facility with established procedures that mandate inspection and quality for delivered products.
- f. The vendor shall have written procedures in the unlikely event of a product recall and shall provide recall notification, regardless of the level, in writing, through the most expedient method possible. The notices at a minimum shall include a complete product description and/or identification; contract product delivery date; reason for recall; and disposition instructions. The vendor shall issue replacement product or credit for any product removed or recalled. The District shall have the option of accepting either replacement product or credit in exchange for recalled/removed product.

3. Billing

- a. The vendor shall provide an invoice at time of delivery at each location. The invoice shall fully itemize and show the contract rate for each item furnished and the total charge therefore.
- b. The vendor shall provide a statement at the end of the month to Marysville Joint Unified School District, Attn: Nutrition Services, 1919 B Street, Marysville, CA 95901.
- c. The MJUSD requests that the vendor allow a quarterly audit of the purchased items by the district. A representative appointed by the MJUSD Nutrition Services Director shall conduct the audit.

4. Payment

Payment will be net 30 days. Any discounts, which the vendor desires to provide MJUSD, shall be declared in the space provided and are subject to contractual agreement. Discounts for early payment will not be factored in the net cost of the bid proposal. Subject to cash discount of _____ % _____ days.

5. Addenda or Bulletins

Any addenda or bulletins issued during the time of bidding shall form a part of this package issued to suppliers for the preparation of their proposals and shall constitute a part of the contract documents. Any addendums to this RFP will be posted on at www.mjusd.com/bid and is the responsibility of the vendor to check website for addendums.

6. Execution of Contract

Issuance of a purchase order shall evidence the contractual agreement between the vendor/s and the District. The purchase order and the vendor/s acceptance of these RFP instructions and conditions shall constitute the contract documents (see Section #14 below).

7. Default by Bidder

The District shall hold the vendor/s responsible for any damage that may be sustained because of failure or neglect to comply with any terms or conditions listed herein.

If the successful vendor/s fails to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon thirty (30) days written notice to the vendor/s as set forth at Section #16 of this contract, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such a default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the vendor/s. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the vendor/s, deducted from any funds due the vendor/s, or the District may seek relief in a court of competent jurisdiction.

8. Modification of Contract

This contract may be supplemented, amended, or modified only by the mutual written agreement of both parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by both parties.

9. Hold Harmless Clause

The successful vendor/s agree/s to indemnify, defend and save harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in the vendor's, its employees', agents' or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

10. Force Majeure Clause

Both the vendor and the District shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

11. Prevailing Law

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law.

12. Governing Law and Venue

In the event of litigation, the bid documents, specification and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Yuba County.

13. Permits and Licenses

The successful vendor and all of his employees or agent shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with the law.

14. Contract Documents

The vendor and the District agree that the Notice to Vendor/s, the Bid Instructions and Conditions, the Specification, and any addenda or bulletins thereto, together with the purchase order, shall constitute the contract documents.

15. Cancellation Notice by Supplier

The MJUSD requires a 30-day advance notice of cancellation of this contractual agreement by the supplier.

16. Cancellation Notice by Marysville Joint Unified School District

MJUSD shall give a 30-day advance notice of cancellation, should any of the following problems occur that would require MJUSD to seek a new supplier: problems with product quality or delivery service, problems with pricing, problems with supply/demand, problems meeting product specifications, problems with cost plus pricing audits.

17. Special Requirements

- **Manufacture Product Specification**
- **Current Nutrition Fact Label for Product with Ingredients Listed**
 - a. Attached to this bid is a listing of the fresh produce items ordered by MJUSD Schools.
 - b. The contractor is required to maintain a log/report of all quantities delivered for all products to the school sites. Contractor must provide these reports with month to date and year to date usage upon request by Nutrition Services.

18. Piggyback Clause

For the term of the contract and any mutually agreed extensions pursuant to this request for bids at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

19. Bid Extension

In accordance with Section 39644 of the Education Code, Marysville Joint Unified School District reserves the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor (successful bidder).

20. Emergency Response and Delivery System


- a. Vendor certifies they have the ability and capacity to provide emergency delivery services for food and supply orders. Orders that occur during an emergency such as fires, floods, earthquakes or other state or national disasters shall be delivered to the designated site within an eight-hour time frame.
- b. Vendor shall provide a minimum of one refrigerated truck for food storage to designated site for duration of the emergency situation.

21. Bid Opening

Bid packets will be opened but not read Tuesday, July 5, 2016 at or before 2:00 p.m. Parties that submitted a proposal may request an appointment to review pricing. Contact Amber Watson at the Nutrition Services Office: 530-749-6178.

22. Required Documents: Each bidder must return with their proposal a fully executed:

- a. **Suspension and Debarment Certification** as required by Federal Regulation (7CFR 3017.110).
- b. **Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms** as required by Federal Regulation (7 CFR 3018.110).
- c. **Non-collusion Affidavit** as required by Public Contract section 7106.
- d. **List of three customer references** for similar products.
- e. **Excel bid form worksheet and hard copy.** In addition to a hard copy, an **electronic copy of the bid form must also be provided.** A disc, USB drive or similar memory device-containing the electronic bid form must be enclosed with documents.
- f. All documents, including the electronic bid form must be received by the opening date and time: Tuesday, July 5, 2016, 2:00 p.m.

COMPANY NAME: ROHREER BROTHERS, INC
ADDRESS: 200 N. 16th STREET, SACRAMENTO CA 95811
PHONE #: (916) 443-5921 FAX #: (916) 443-0603
AUTHORIZED AGENT NAME: MIKE JOHANSON
AUTHORIZED AGENT SIGNATURE: 
EMAIL: MJOHANSON@ROHREERBROS.COM DATE: 6/30/16

Addendum #1

Addendum #1 Issue Date: June 28, 2016

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

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

**REQUEST FOR PRICING (RFP)
FRESH PRODUCE
BID #17-1017**

The RFP Requirements #2: Prices do not require firm pricing for the contract period. Vendors are requested to provide their in or out of season prices for items as of June 1, 2016 as basis for analyzing prices fairly.

This addendum #1 will need to be acknowledged on page 7.

Please see the attached revised RFP replacement pages 2 and 7 for the above updates.



Kathy Cartwright
Director of Purchasing
Marysville Joint Unified School District

Dated: 6-28-16

Addendum #1

Actions that districts/sponsors can take to comply with the Buy American requirements are:

- Including a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposal, purchase orders, etc.)
- Monitoring contractor performance
- Requiring suppliers to certify the origin of the product
- Examining the product packaging for identification of the country of origin
- Asking the supplier for specific information about the percentage of U.S. content in the food product

RFP REQUIREMENTS

1. Conditions

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease the quantities according to need. Quantities are for twelve (12) months, August 1, 2016 through July 31, 2017. The quantities are estimates and provided for information only; it is not guaranteed.

2. Prices

- a. The bid period is from August 1, 2016 through July 31, 2017. ~~If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and MJUSD shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the MJUSD. MJUSD shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth in Section: Contractual Obligations #16 of this contract.~~
- b. This contract will not require firm prices; for the basis of analyzing competitive prices, please include prices on the worksheet as of June 1, 2016 for both in and out of season items. **Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area.**
- c. A response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar, will be deemed non-responsive to that specific item.

3. Product Specification

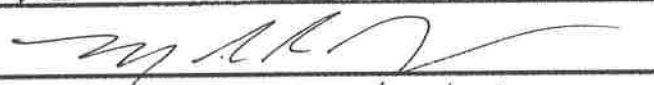
The vendor shall bid the portion size and pack quantity stated on the worksheet. If the vendor chooses to bid an item that is different than what is stated, it must be indicated by a strikeout and addition of the specific portion size and pack quantity. Vendors must be an authorized dealer for brand/s priced. Should any item requested be patented, or otherwise protected or designated by the particular name of the maker, and the vendor desires to price any item of equal character and quality, he may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the District to be equal in all respects to that specified and the District provides its written approval. The vendor/s shall bear all costs of demonstrating to the District that the alternate product is equal to that specified. The District's decision regarding whether the alternate product meets the plans or specifications and needs of the District shall be final. If samples are requested by the District for this determination, they shall be submitted in accordance with Section: Contractual Obligations #1, except that they may be submitted after bid opening.

4. Deliveries

- a. Deliveries shall be made to a specified location at the school (kitchen or district warehouse) in the MJUSD herein listed and any additional schools established by the district during the period of this contract, unless otherwise arranged with the Director of Nutrition Services.
- b. A minimum of one delivery each week shall be made to each location between the hours of 5:30am and 10:00am on Monday; with the exception of the District Warehouse which delivery must be made by 7:00am on Monday. Additional delivery

Addendum #1

- a. **Suspension and Debarment Certification** as required by Federal Regulation (7CFR 3017.110).
- b. **Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms** as required by Federal Regulation (7 CFR 3018.110).
- c. **Non-collusion Affidavit** as required by Public Contract section 7106.
- d. **List of three customer references** for similar products.
- e. **Excel bid form worksheet and hard copy.** In addition to a hard copy, an electronic copy of the bid form must also be provided. A disc, USB drive or similar memory device-containing the electronic bid form must be enclosed with documents.
- f. All documents, including the electronic bid form must be received by the opening date and time: Tuesday, July 5, 2016, 2:00 p.m.

COMPANY NAME: ROHrer Brothers, INC
ADDRESS: 200 N. 16th STREET, SACRAMENTO CA. 95811
PHONE #: (916) 443-5921 FAX #: (916) 443-0603
AUTHORIZED AGENT NAME: MIKE JOHANSON
AUTHORIZED AGENT SIGNATURE: 
EMAIL: m.johanson@rohrebros.com DATE: 6/30/16

The receipt of the following addenda is acknowledged:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Marysville Joint Unified School District

Nutritional Services

Price Quote for Delivery of Fresh Fruits & Vegetables to 14 Sites

August 1, 2016 through July 31, 2017

Supplier: _____ ROHRER BROTHERS, INC

Signature: _____ X 

Printed Name: _____ MIKE JOHANSON

Date: _____

6/29/2016

No.	Item	Pack	Months Used	Estimated Yearly Case Usage	16/17 Price / Case	Comments
1	Apple, Size 138ct, Fuji Fancy	40 lb.	year round	300	19.00	
2	Apple, Size 138ct, Gala Fancy	40 lb.	year round	200	19.00	
3	Apple, Size 138ct, Green Fancy	40 lb.	year round	400	19.00	
4	Apple, Size 198ct, Fuji Fancy	40 lb.	year round	200	19.00	
5	Apple, Size 198ct, Gala Fancy	40 lb.	year round	200	19.00	
6	Apple, Sliced, bulk	20/2 lb.	year round	500	55.50	
7	Apple, Sliced, I.W.	200/2oz	year round	400	42.50	
8	Banana, Petite	150 count	year round	1300	18.00	
9	Broccoli Florets, precut	4/3 lb. cs	year round	750	19.00	
10	Broccoli Florets, precut	3 lb. pack	year round	50	4.85	
11	Cantaloupe, whole	case	seasonal	40	12.95	
12	Carrots, Diced 3/8 IN	5 lb. bag	year round	40	8.60	
13	Carrots, Stick Brick Pack	1/5 lb. bag	year round	50	8.60	
14	Carrots, shredded	5 lb. bag	year round	40	4.75	
15	Carrots, mini, snack pak	100/2.6 oz	year round	3000	18.40	
16	Carrots, mini, snack pak	200/1.6 oz	summer	200	21.00	
17	Cauliflower, florette	3 lb. bag	year round	20	6.50	
18	Celery Sticks, precut 4" TAMS	5 lb. bag	year round	1100	6.20	
19	Celery Sticks, diced 1/4"	5 lb. bag	year round	50	6.20	
20	Cilantro	bunch	year round	250	0.40	
21	Coleslaw	5 lb. bag	year round	10	4.00	
22	Cucumbers, whole	3 ct	year round	500	1.45	
23	Cucumbers, whole	36ct/25 lb.	year round	500	12.50	
24	Cucumbers, sliced 1/4"	5 lb	year round	700	11.00	
25	Grapes Lunch Bunch	case	seasonal	650	22.00	
26	Honeydew, whole	case	seasonal	40	10.85	
27	Jicama, pre-cut sticks TAMS	5 lb bag	year round	1600	9.50	
28	Kiwifruit 110ct	V.F. Bulk	seasonal	500	22.75	
29	Lemon	7 ct	year round	20	1.40	
30	Lettuce, Romaine chopped	6/2 lb cs	year round	1300	15.50	
31	Lettuce, Icebureg, shredded	4/5 lb. bag	year round	500	13.50	
32	Limes	2 lb	year round	25	1.00	
33	Limes	7ct	year round	125	0.70	
34	Mushroom, Medium	pound	year round	25	1.75	
35	Nectarine, size 64-72	25 lb	seasonal	160	15.00	
36	Onions, yellow	6ct	year round	30	1.30	
37	Onions, yellow diced 1/4"	5 lb bag	year round	90	8.25	
38	Onions, yellow diced 3/8"	5 lb bag	year round	5	8.25	
39	Onions, Red	6ct	year round	10	1.50	
40	Onions, red sliced 1/4"	5 lb bag	year round	30	15.00	
41	Onions, red sliced 1/8"	5 lb bag	year round	30	15.00	
42	Onions, green	bunch	year round	30	0.35	

43	Oranges, size 138, Choice	40 lb. case	year round	1500	14.00	
44	Peach, size 64-72	case	seasonal	160	15.00	
45	Peas, Sugar Snap Bag	2 lb	year round	150	4.00	
46	Peas, Sugar Snap	10 lb	year round	100	20.00	
47	Pears, Red, 120-135ct	40 lb. case	seasonal	200	20.00	
48	Pears, Bartlett, 120-135 ct	40 lb. case	seasonal	200	20.00	
49	Pepper, Green Bell	6 ct	year round	30	1.80	
50	Pepper, Green Diced 1/2"	5 lb	year round	10	12.50	
51	Pepper, Red Bell	6 ct	year round	115	2.00	
52	Pepper, Yellow Bell	6 ct	year round	15	2.50	
53	Pineapple, fresh, 7 count	single layer	seasonal	75	17.30	
54	Plums, Red/Black size 40-45	case	seasonal	125	19.50	
55	Potato, Russet 100ct	lb	year round	5	16.45	
56	Spinach, cleaned, cello pack	4/2.5 lb. bag	year round	1000	15.00	
57	Squash, zucchini	lb	year round	25	0.60	
58	Strawberries, flat	8/1#	seasonal	80	11.50	
59	Tangerines, Minneola	case	seasonal	25	13.50	
60	Tangerine, Murcott	case	seasonal	25	15.00	
61	Tangerine, Satsuma Mandarin	case	seasonal	200	21.00	
62	Tomatoes, 5X6	22lb	year round	165	16.95	
63	Tomatoes, box	25lb	year round	30	16.95	
64	Tomatoes, Grape	10lb	year round	110	12.00	
65	Watermelon, whole medium 3-4ct	35 lb	seasonal	50	14.00	

If any information, such as the pack size you are bidding, is different from what is on this bid form, please provide the correct information under the column "Comments".

NOTE: Bidder must complete, sign and return all sections of this price request including the proposal, non-collusion statement, general and specific conditions, suspension and debarment certification, certification regarding lobbying by requested deadline.

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Marysville Joint Unified School District

Nutrition Services

Price Quote for Delivery of Bread and Bakery Items to 14 school sites

Request for Pricing: August 1, 2016 - July 31, 2017

Bid# 17-1018

No.	Item	Pack Size	Approximate District Usage per Month	Bimbo Bakeries			Sysco			Flowers Baking Co		
				Price / Unit	Extended Price	Comments	Price / Unit	Extended Price	Comments	Price / Unit	Extended Price	Comments
B1	Bread, WG pullman sandwich, 1.0oz (28g)/slice	24 oz./20 slice	500	\$ 1.89	\$945.00		\$ 2.77	\$1,384.48	6/32oz; 29 slice	Incomplete bid: submitted w/o Suspension & Debarment Certification and Non-collusion Notary		
B2	Hamburger buns, WG 4" sliced, 2.0oz (58g)	12 count	2,000	\$ 2.39	\$4,780.00		\$ 2.44	\$4,872.50	12/8ct			
B3	Hot Dog Bun, WG 6" sliced, 2.0oz (58g)	16 count	250	\$ 2.39	\$597.50		\$ 2.44	\$609.06	12/8ct			
B4	Roll, Hoagie/deli, WG 6" long, split, 2.5oz (70g)	6 count	330	\$ 2.19	\$722.70		\$ 1.41	\$464.15	10/12ct			
				\$7,045.20 per mo. \$77,497.20 annual			\$7,330.19 per mo. \$80,632.09 annual			n/a		

Only items listed on this quotation may be ordered and delivered. "WG" (means 50% or more of whole grain). If any information (such as the pack size) is different from what is on the bid form, please make a notation under the column "Comments"

NOTE: Bidder must complete, sign and return all sections of this price request including the proposal, non-collusion statement, general and specific conditions, suspension and debarment certification, certification regarding lobbying, and the bid file by requested deadline.

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Purchasing Department
1919 B Street
Marysville, California 95901

REQUEST FOR PRICING (RFP)
FRESH BREAD
BID #17-1018

This is a formal request for pricing on **FRESH BREAD** (bid# 17-1018) for the Marysville Joint Unified School District (MJUSD) for the 2016-2017 school year. A bid packet may be obtained from the MJUSD Purchasing Department website at www.mjUSD.com/bid. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

Completed bid packet shall be delivered or mailed to the attention of: Kathy Cartwright – Purchasing Department, Room 106, 1919 B Street, Marysville, CA 95901 on or before **Tuesday, July 5, 2016 at 2:15 p.m.** It is the responsibility of the vendor to ensure that the bid is submitted on time and to the authorized agent. The bid will be opened at said time but not read. Faxed documents are not acceptable and will not be received. The MJUSD reserves the right to reject any or all quotations and to waive any formality of the bid. Any bid received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

Questions regarding the bid and/or bid documents will only be accepted if submitted in writing. Questions can be submitted to Kathy Cartwright by email: kcartwright@mjUSD.com. All questions shall be submitted by email before 9:00am on June 29, 2016.

Original signatures are required on the submitted proposal. The company representative authorized to sign the proposal with accompanying contract obligations and bind the company to all contractual obligations must sign in **blue ink**. The same person who signs the submitted proposal for the vendor must initial corrections made of entries on the bid form in blue ink. An authorized officer shall sign the submitted proposal under the correct firm name.

BUY AMERICAN REQUIREMENT

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d). The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

Two situations which may warrant a waiver to permit purchases of foreign food products are:

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the costs of a U.S. product are significantly higher than the foreign product.

A domestic commodity or product is one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. This includes foods that are sold to students as a la carte food items.

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Actions that districts/sponsors can take to comply with the Buy American requirements are:

- Including a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposal, purchase orders, etc.)
- Monitoring contractor performance
- Requiring suppliers to certify the origin of the product
- Examining the product packaging for identification of the country of origin
- Asking the supplier for specific information about the percentage of U.S. content in the food product

RFP REQUIREMENTS

1. Conditions

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease the quantities according to need. Quantities are for twelve (12) months, August 1, 2016 through July 31, 2017. The quantities are estimates and provided for information only; it is not guaranteed.

2. Firm Prices

- a. The bid period is from **August 1, 2016 through July 31, 2017**. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and MJUSD shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the MJUSD. MJUSD shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth in Section: Contractual Obligations #16 of this contract.
- b. **Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area. The original quoted price will remain fixed for at least sixty (60) days and subsequent price changes will remain fixed for at least thirty (30) days.** Requests for price changes must be submitted in writing to the MJUSD Director of Nutrition Services for advance approval thirty (30) days in advance of any price increase.
- c. A response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar, will be deemed non-responsive to that specific item.

3. Product Specification

The vendor shall bid the portion size and pack quantity stated on the worksheet. If the vendor chooses to bid an item that is different than what is stated, it must be indicated by a strikeout and addition of the specific portion size and pack quantity. Vendors must be an authorized dealer for brand/s priced. Should any item requested be patented, or otherwise protected or designated by the particular name of the maker, and the vendor desires to price any item of equal character and quality, he may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the District to be equal in all respects to that specified and the District provides its written approval. The vendor/s shall bear all costs of demonstrating to the District that the alternate product is equal to that specified. The District's decision regarding whether the alternate product meets the plans or specifications and needs of the District shall be final. If samples are requested by the District for this determination, they shall be submitted in accordance with Section: Contractual Obligations #1, except that they may be submitted after bid opening.

4. Deliveries

- a. Deliveries shall be made to a specified location at the school (kitchen or district warehouse) in the MJUSD herein listed and any additional schools established by the district during the period of this contract, unless otherwise arranged with the Director of Nutrition Services.



Bimbo Bakeries will insure that delivery of product to each school will allow kitchens enough time to properly prepare meals. We will do our best to adhere to early service times below but cannot guarantee deliveries between the time windows set below

- b. A minimum of one delivery each week shall be made to each location between the hours of 5:30am and 10:00am on Monday; with the exception of the District Warehouse which delivery must be made by 7:00am on Monday. Additional delivery day may be necessary mid-week (day of the week is to be determined upon award) for select sites during peak operational times. When a holiday falls on a Monday, delivery must be made by 10:00am on Tuesday (Friday 7:00am for District Warehouse).
- c. Delivery to the District Warehouse will be for three (3) separate school orders with small order quantities. These schools are located in the rural foothills of Yuba County. Deliveries must be made by 7:00am to meet MJUSD delivery timeframes to get loading on truck. Orders must be itemized on separate invoices/bill of lading.
- d. Should the vendor be unable to make a delivery due to holiday or emergency, arrangements for an alternate delivery day shall be confirmed with the Nutrition Services Department.
- e. Products not meeting the MJUSD quality standards shall be replaced within 24 hours by the vendor at no additional cost.
- f. Substitutions shall be rejected unless specific authorization by MJUSD Nutrition Services is secured in advance.

5. Points of Delivery

Arboga Elementary	1686 Broadway	Olivehurst 95961
Cedar Lane Elementary	841 Cedar Lane	Olivehurst 95961
Covillaud Elementary	628 F Street	Marysville 95901
District Warehouse	1919 B Street	Marysville 95901
Edgewater Elementary	5715 Oakwood Drive	Marysville 95901
Ella Elementary	4850 Olivehurst Avenue	Olivehurst 95961
Johnson Park Elementary	4364 Lever Avenue	Olivehurst 95961
Kynoch Elementary	1905 Ahern Street	Marysville 95901
Linda Elementary	6180 Dunning Avenue	Marysville 95901
Lindhurst High	4446 Olive Drive	Olivehurst 95901
Marysville High	12 E. 18 th Street	Marysville 95901
McKenney Intermediate	1904 Huston Street	Marysville 95901
Olivehurst Elementary	1778 McGowan Parkway	Olivehurst 95961
Yuba Gardens Intermediate	1964 11 th Avenue	Olivehurst 95961

6. No Minimum/Maximum Quantities, Order Charges, or Limitations upon Number of Orders

The District anticipates term requirements for the supplies and commodities as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for orders. Unlimited orders within the term of the contract shall be allowed to the awarding District at prices quoted.

BASIS OF AWARD

1. It is the intent of the Board of Trustees of the Marysville Joint Unified School District to award the RFP on the basis of service, delivery, quality, price, adaptability for school food service use, and products in accordance with the specifications herein. Parties will be assigned a score based on this criterion:

- Up to 40 points based on price
- Up to 30 points based on references

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- Up to 15 points based on service and delivery
 - Up to 15 points based on quality/grade
 - Up to 100 total
2. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.

CONTRACTUAL OBLIGATIONS IF AWARDED UNDER THIS RFP

1. **Samples**

Party may be required to submit samples of the RFP items upon request by the Nutrition Services Director. Samples are to be furnished without cost to the school district.

2. **Sanitary and Quality Control Requirements**

- a. All products to be supplied shall be processed in a plant where a high standard of sanitation is always maintained. The plant must be adequately ventilated and must be above ground level. The successful contractor will be requested to furnish evidence of certificate of sanitation issued by the City and/or County Health Departments.
- b. All cartons must be properly sealed and free from leakage; cases/crates must be clean.
- c. **All products shall have a readable code date.**
- d. All products shall be free of off flavors or any other possible contamination.
- e. The vendor shall provide the District with quality USDA, FDA food products that have been inspected, tested, and certified. The vendor shall have quality control procedures in place that provide an unconditional guarantee of wholesomeness for every product sold. Vendor shall operate a HACCP compliant total quality control facility with established procedures that mandate inspection and quality for delivered products.
- f. The vendor shall have written procedures in the unlikely event of a product recall and shall provide recall notification, regardless of the level, in writing, through the most expedient method possible. The notices at a minimum shall include a complete product description and/or identification; contract product delivery date; reason for recall; and disposition instructions. The vendor shall issue replacement product or credit for any product removed or recalled. The District shall have the option of accepting either replacement product or credit in exchange for recalled/removed product.

3. **Billing**

- a. The vendor shall provide an invoice at time of delivery at each location. The invoice shall fully itemize and show the contract rate for each item furnished and the total charge therefore.
- b. The vendor shall provide a statement at the end of the month to Marysville Joint Unified School District, Attn: Nutrition Services, 1919 B Street, Marysville, CA 95901.
- c. The MJUSD requests that the vendor allow a quarterly audit of the purchased items by the district. A representative appointed by the MJUSD Nutrition Services Director shall conduct the audit.

4. **Payment**

Payment will be net 30 days. Any discounts, which the vendor desires to provide MJUSD, shall be declared in the space provided and are subject to contractual agreement. Discounts for early payment will not be factored in the net cost of the bid proposal. Subject to cash discount of _____ % _____ days.

5. **Addenda or Bulletins**

Any addenda or bulletins issued during the time of bidding shall form a part of this package issued to suppliers for the preparation of their proposals and shall constitute a part of the

contract documents. Any addendums to this RFP will be posted on at www.mjusd.com/bid and is the responsibility of the vendor to check website for addendums.

6. Execution of Contract

Issuance of a purchase order shall evidence the contractual agreement between the vendor/s and the District. The purchase order and the vendor/s acceptance of these RFP instructions and conditions shall constitute the contract documents (see Section #14 below).

7. Default by Bidder

The District shall hold the vendor/s responsible for any damage that may be sustained because of failure or neglect to comply with any terms or conditions listed herein.

If the successful vendor/s fails to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon thirty (30) days written notice to the vendor/s as set forth at Section #16 of this contract, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such a default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the vendor/s. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the vendor/s, deducted from any funds due the vendor/s, or the District may seek relief in a court of competent jurisdiction.

8. Modification of Contract

This contract may be supplemented, amended, or modified only by the mutual written agreement of both parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by both parties.

9. Hold Harmless Clause

The successful vendor/s agree/s to indemnify, defend and save harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in the vendor's, its employees', agents' or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

10. Force Majeure Clause

Both the vendor and the District shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

11. Prevailing Law

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law.

12. Governing Law and Venue

In the event of litigation, the bid documents, specification and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Yuba County.

13. Permits and Licenses

The successful vendor and all of his employees or agent shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with the law.

14. Contract Documents

The vendor and the District agree that the Notice to Vendor/s, the Bid Instructions and Conditions, the Specification, and any addenda or bulletins thereto, together with the purchase order, shall constitute the contract documents.

15. Cancellation Notice by Supplier

The MJUSD requires a 30-day advance notice of cancellation of this contractual agreement by the supplier.

16. Cancellation Notice by Marysville Joint Unified School District

MJUSD shall give a 30-day advance notice of cancellation, should any of the following problems occur that would require MJUSD to seek a new supplier: problems with product quality or delivery service, problems with pricing, problems with supply/demand, problems meeting product specifications, problems with cost plus pricing audits.

17. Special Requirements

- **Manufacture Product Specification**
- **Current Nutrition Fact Label for Product with Ingredients Listed**
 - a. Attached to this bid is a listing of the fresh produce items ordered by MJUSD Schools.
 - b. The contractor is required to maintain a log/report of all quantities delivered for all products to the school sites. Contractor must provide these reports with month to date and year to date usage upon request by Nutrition Services.

18. * Piggyback Clause *Only at the discretion of Bimbo Bakeries USA Inc.

For the term of the contract and any mutually agreed extensions pursuant to this request for bids at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

19. Bid Extension

In accordance with Section 39644 of the Education Code, Marysville Joint Unified School District reserves the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor (successful bidder).

20. Emergency Response and Delivery System

- a. Vendor certifies they have the ability and capacity to provide emergency delivery services for food and supply orders. Orders that occur during an emergency such as fires, floods, earthquakes or other state or national disasters shall be delivered to the designated site within an eight-hour time frame.

- b. Vendor shall provide a minimum of one refrigerated truck for food storage to designated site for duration of the emergency situation.

21. Bid Opening

Bid packets will be opened but not read Tuesday, July 5, 2016 at or before 2:15 p.m. Parties that submitted a proposal may request an appointment to review pricing. Contact Amber Watson at the Nutrition Services Office: 530-749-6178.

22. Required Documents: Each bidder must return with their proposal a fully executed:

- a. **Suspension and Debarment Certification** as required by Federal Regulation (7CFR 3017.110).
- b. **Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms** as required by Federal Regulation (7 CFR 3018.110).
- c. **Non-collusion Affidavit** as required by Public Contract section 7106.
- d. **List of three customer references** for similar products.
- e. **Excel bid form worksheet and hard copy.** In addition to a hard copy, an **electronic copy of the bid form must also be provided.** A disc, USB drive or similar memory device-containing the electronic bid form must be enclosed with documents.
- f. All documents, including the electronic bid form must be received by the opening date and time: Tuesday, July 5, 2016, 2:15 p.m.

COMPANY NAME: Bimbo Bakeries USA Inc.

ADDRESS: 4051 Alvis Ct #1 Rocklin Ca, 95677

PHONE #: 916-903-6208

FAX #: 916-561-2420

AUTHORIZED AGENT NAME: Tom Gomez

AUTHORIZED AGENT SIGNATURE: 

EMAIL: tgomez@bbumail.com

DATE: 6/28/16

Marysville Joint Unified School District

Nutrition Services

Price Quote for Delivery of Bread and Bakery Items to 14 school sites

Request for Pricing: August 1, 2016 - July 31, 2017

Supplier: BIMBO Bakeries US A Inc.

Signature: 

Printed Name: Tom Gomez

Date: 6/27/16

No.	Item	Pack Size	Approximate District Usage per Month	Code #	Price/Pack	Comments
B1	Bread, WG pullman sandwich, 1.0oz (28g)/slice	24 oz./20 slice	500 loaves	9485	\$ 1.89	
B2	Hamburger buns, WG 4" sliced, 2.0oz (58g)	12 count	2,000 packs	3447	\$ 2.39	
B3	Hot Dog Bun, WG 6" sliced, 2.0oz (58g)	16 count	250 packs	4266	\$ 2.39	
B4	Roll, Hoagie/deli, WG 6" long, split, 2.5oz (70g)	6 count	330 packs	4259	\$ 2.19	

Only items listed on this quotation may be ordered and delivered. **"WG"** (means 50% or more of whole grain). If any information (such as the pack size) is different from what is on the bid form, please make a notation under the column "Comments"

NOTE: Bidder must complete, sign and return all sections of this price request including the proposal, non-collusion statement, general and specific conditions, suspension and debarment certification, certification regarding lobbying, and the bid file by requested deadline.

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Marysville Joint Unified School District
Nutrition Services
Price Quote for Delivery of Dairy & Juice Items to 19 school sites
August 1, 2016 - July 31, 2017
Bid# 17-1019

				Berkeley Farms			Producers Dairy Foods, Inc			Sysco			Crystal Creamery		
No.	Item	Case Pack Size	Approximate District Usage per Month (unit)	Price / Unit	Extended Price	Comments	Price / Unit	Extended Price	Comments	Price / Unit	Extended Price	Comments	Price / Unit	Extended Price	Comments
1	1% WHITE MILK	50/HPT	60,000	\$ 0.1675	\$ 10,050.00		\$ 0.1946	\$ 11,676.00	60/HPT	\$ 0.2192	\$ 13,152.00		\$ 0.1553	\$ 9,318.00	
2	NON FAT CHOCOLATE MILK	50/HPT	104,000	\$ 0.1786	\$ 18,574.40		\$ 0.1880	\$ 19,552.00	60/HPT	\$ 0.2348	\$ 24,419.20		\$ 0.1671	\$ 17,378.40	
3	NON FAT STRAWBERRY MILK	50/HPT	10,000	\$ -	\$ -	no bid	\$ 0.1880	\$ 1,880.00	60/HPT		\$ -	12/14oz; SPC	\$ 0.1671	\$ 1,671.00	
4	BUTTERMILK	HGL	75	\$ 1.3100	\$ 98.25		\$ 1.7500	\$ 131.25		\$ 1.4511	\$ 108.83	9/HGL	\$ 1.5531	\$ 116.48	
5	LF COTTAGE CHEESE	5#	5	\$ 6.4900	\$ 32.45	2% fat	\$ 7.9500	\$ 39.75		\$ 9.0950	\$ 45.48	2/5LB	\$ 6.7919	\$ 33.96	
6	REAL SOUR CREAM	5#	15	\$ 6.6700	\$ 100.05		\$ 6.3000	\$ 94.50		\$ 5.8300	\$ 87.45	2/5LB	\$ 6.8350	\$ 102.53	
7	ORANGE JUICE, 100%	75/4oz	35,000	\$ 0.1626	\$ 5,691.00	105/4oz	\$ 0.1550	\$ 5,425.00	90/4oz	\$ 0.1991	\$ 6,970.00	70/4oz	\$ 0.1459	\$ 5,106.50	
8	APPLE JUICE, 100%	75/4oz	60,000	\$ 0.1536	\$ 9,216.00	105/4oz	\$ 0.1550	\$ 9,300.00	90/4oz	\$ 0.1760	\$ 10,560.00	70/4oz	\$ 0.1459	\$ 8,754.00	
9	BUTTER, QTRS	1lb	70	\$ 3.1500	\$ 220.50		\$ 2.9100	\$ 203.70		\$ 2.6467	\$ 185.27	30/1LB	\$ 3.3115	\$ 231.81	changes w/ky
10	EGGS	DZ	15	\$ 1.5200	\$ 22.80		\$ 1.2900	\$ 19.35		\$ 0.9587	\$ 14.38	1/15DZ	\$ 1.4800	\$ 22.20	changes w/ky
44	COTTAGE-CHEESE Repeat line item	4/5#	5	\$ -	\$ -		\$ -	\$ -			\$ -		\$ -	\$ -	
				Notes: no bid on 10,000 units for 8oz Strawberry NF Milk			Notes: \$ 44,005.45 per mo. \$ 48,321.55 per mo. \$ 531,537.05 annual			Notes: \$ 55,542.61 per mo. \$ 610,968.66 annual			Notes: no bid on 10,000 units for 8oz Strawberry NF Milk; large pack sizes		



June 30, 2016

Kathy Cartwright - Purchasing Department
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Dear Ms. Cartwright,

Crystal Creamery is pleased to be able to submit this quote for the Marysville Unified School District's milk and dairy products for the 2016 – 2017 school year and we look forward to the opportunity to continue to serve you.

The prices we have bid are based on June 2016 milk pricing, are bid on an all-or-none basis, are based on our existing delivery schedule with Marysville Unified School District, and are subject to change monthly, but only if the cost of raw materials (based on changes prescribed by the California Department of Food and Agriculture), labor, or transportation costs change.

Sincerely,

Karen Demichelis
Director of Financial Planning
Crystal Creamery

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Purchasing Department
1919 B Street
Marysville, California 95901

REQUEST FOR PRICING (RFP)
MILK AND FRESH JUICE
BID #17-1019

This is a formal request for pricing on MILK AND FRESH JUICE (bid# 17-1019) for the Marysville Joint Unified School District (MJUSD) for the 2016-2017 school year. A bid packet may be obtained from the MJUSD Purchasing Department website at www.mjUSD.com/bid. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

Completed bid packet shall be delivered or mailed to the attention of: Kathy Cartwright – Purchasing Department, Room 106, 1919 B Street, Marysville, CA 95901 on or before **Tuesday, July 5, 2016 at 2:30 p.m.** It is the responsibility of the vendor to ensure that the bid is submitted on time and to the authorized agent. The bid will be opened at said time but not read. Faxed documents are not acceptable and will not be received. The MJUSD reserves the right to reject any or all quotations and to waive any formality of the bid. Any bid received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

Questions regarding the bid and/or bid documents will only be accepted if submitted in writing. Questions can be submitted to Kathy Cartwright by email: kcartwright@mjUSD.com. All questions shall be submitted by email before 9:00am on June 29, 2016.

Original signatures are required on the submitted proposal. The company representative authorized to sign the proposal with accompanying contract obligations and bind the company to all contractual obligations must sign in **blue ink**. The same person who signs the submitted proposal for the vendor must initial corrections made of entries on the bid form in blue ink. An authorized officer shall sign the submitted proposal under the correct firm name.

BUY AMERICAN REQUIREMENT

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d). The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

Two situations which may warrant a waiver to permit purchases of foreign food products are:

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the costs of a U.S. product are significantly higher than the foreign product.

A domestic commodity or product is one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. This includes foods that are sold to students as a la carte food items.

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Actions that districts/sponsors can take to comply with the Buy American requirements are:

- Including a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposal, purchase orders, etc.)
- Monitoring contractor performance
- Requiring suppliers to certify the origin of the product
- Examining the product packaging for identification of the country of origin
- Asking the supplier for specific information about the percentage of U.S. content in the food product

RFP REQUIREMENTS

1. **Conditions**

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease the quantities according to need. Quantities are for twelve (12) months, August 1, 2016 through July 31, 2017. The quantities are estimates and provided for information only; it is not guaranteed.

2. **Firm Prices**

- a. The bid period is from **August 1, 2016 through July 31, 2017**. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and MJUSD shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the MJUSD. MJUSD shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth in Section: Contractual Obligations #16 of this contract.
- b. It is our understanding that prices are subject to increase and decrease as follows: **For any changes in Class 1, 2, 3, or 4 raw product costs, as established by the State of California, Department of Food and Agriculture, and/or Bureau of Milk Stabilization, the corresponding cost change plus any labor costs will be passed through to MJUSD.**
- c. **Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area. For items not affected by the Class 1, 2, 3, or 4 price changes stated above, the original quoted price will remain fixed for at least sixty (60) days and subsequent price changes will remain fixed for at least thirty (30) days.** Requests for price changes must be submitted in writing to the MJUSD Director of Nutrition Services for advance approval thirty (30) days in advance of any price increase.
- d. A response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar, will be deemed non-responsive to that specific item.

3. **Product Specification**

The vendor shall bid the portion size and pack quantity stated on the worksheet. If the vendor chooses to bid an item that is different than what is stated, it must be indicated by a strikeout and addition of the specific portion size and pack quantity. Vendors must be an authorized dealer for brand/s priced. Should any item requested be patented, or otherwise protected or designated by the particular name of the maker, and the vendor desires to price any item of equal character and quality, he may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the District to be equal in all respects to that specified and the District provides its written approval. The vendor/s shall bear all costs of demonstrating to the District that the alternate product is equal to that specified. The District's decision regarding whether the alternate product meets the plans or specifications and needs of the District shall be final. If samples are requested by the District for this determination, they shall be submitted in accordance with Section: Contractual Obligations #1, except that they may be submitted after bid opening.

4. Deliveries

- a. Deliveries shall be made to a specified location at the school in the MJUSD herein listed and any additional schools established by the district during the period of this contract, unless otherwise arranged with the Director of Nutrition Services.
- b. Dairy and juice shall be delivered DAILY to any of the school kitchens/cafeteria between the hours of 5:30am and 10:00am. Orders will be subject to adjustment. Vendor must have the ability to provide back-up service in enclosed refrigerated trucks in case of truck break down or other emergency.
- c. Should the vendor be unable to make a delivery due to holiday or emergency, arrangements for an alternate delivery day shall be confirmed with the Nutrition Services Department.
- d. All perishable dairy and juice shall be delivered in refrigerated trucks maintaining food at internal temperature of 41 degrees Fahrenheit or lower.
- e. Products not meeting the MJUSD quality standards shall be replaced within 24 hours by the vendor at no additional cost.
- f. Substitutions shall be rejected unless specific authorization by MJUSD Nutrition Services is secured in advance.

5. Points of Delivery

Arboga Elementary	1686 Broadway	Olivehurst 95961
Browns Valley Elementary	9555 Browns Valley Road	Browns Valley 95918
Cedar Lane Elementary	841 Cedar Lane	Olivehurst 95961
Cordua Elementary	283 Highway 20	Marysville 95901
Covillaud Elementary	628 F Street	Marysville 95901
Dobbins Elementary	Dobbins School Road	Dobbins 95935
Edgewater Elementary	5715 Oakwood Drive	Marysville 95901
Ella Elementary	4850 Olivehurst Avenue	Olivehurst 95961
Foothill Intermediate	5351 Fruitland Road	Marysville 95901
Johnson Park Elementary	4364 Lever Avenue	Olivehurst 95961
Kynoch Elementary	1905 Ahern Street	Marysville 95901
Linda Elementary	6180 Dunning Avenue	Marysville 95901
Lindhurst High	4446 Olive Drive	Olivehurst 95901
Loma Rica Elementary	5150 Fruitland Road	Marysville 95901
Marysville High	12 E. 18 th Street	Marysville 95901
McKenney Intermediate	1904 Huston Street	Marysville 95901
Olivehurst Elementary	1778 McGowan Parkway	Olivehurst 95961
Yuba Feather Elementary	18008 Oregon Hill Road	Challenge 95925
Yuba Gardens Intermediate	1964 11 th Avenue	Olivehurst 95961

6. No Minimum/Maximum Quantities, Order Charges, or Limitations upon Number of Orders

The District anticipates term requirements for the supplies and commodities as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for orders. Unlimited orders within the term of the contract shall be allowed to the awarding District at prices quoted.

BASIS OF AWARD

1. It is the intent of the Board of Trustees of the Marysville Joint Unified School District to award the RFP on the basis of service, delivery, quality, price, adaptability for school food

service use, and products in accordance with the specifications herein. Parties will be assigned a score based on this criterion:

- Up to 40 points based on price
 - Up to 30 points based on references
 - Up to 15 points based on service and delivery
 - Up to 15 points based on quality/grade
 - Up to 100 total
2. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.

CONTRACTUAL OBLIGATIONS IF AWARDED UNDER THIS RFP

1. **Samples**

Party may be required to submit samples of the RFP items upon request by the Nutrition Services Director. Samples are to be furnished without cost to the school district.

2. **Sanitary and Quality Control Requirements**

- a. All products to be supplied shall be processed in a plant where a high standard of sanitation is always maintained. The plant must be adequately ventilated and must be above ground level. The successful contractor will be requested to furnish evidence of certificate of sanitation issued by the City and/or County Health Departments.
- b. All cartons must be properly sealed and free from leakage; cases/crates must be clean.
- c. **All products shall have a readable code date.**
- d. Fluid milk and juice shall have **at least a ten day code date at time of delivery.**
- e. All products shall be free of off flavors or any other possible contamination.
- f. The vendor shall provide the District with quality USDA, FDA food products that have been inspected, tested, and certified. The vendor shall have quality control procedures in place that provide an unconditional guarantee of wholesomeness for every product sold. Vendor shall operate a HACCP compliant total quality control facility with established procedures that mandate inspection and quality for delivered products.
- g. The vendor shall have written procedures in the unlikely event of a product recall and shall provide recall notification, regardless of the level, in writing, through the most expedient method possible. The notices at a minimum shall include a complete product description and/or identification; contract product delivery date; reason for recall; and disposition instructions. The vendor shall issue replacement product or credit for any product removed or recalled. The District shall have the option of accepting either replacement product or credit in exchange for recalled/removed product.

3. **Billing**

- a. The vendor shall provide an invoice at time of delivery at each location. The invoice shall fully itemize and show the contract rate for each item furnished and the total charge therefore.
- b. The vendor shall provide a statement at the end of the month to Marysville Joint Unified School District, Attn: Nutrition Services, 1919 B Street, Marysville, CA 95901.
- c. The MJUSD requests that the vendor allow a quarterly audit of the purchased items by the district. A representative appointed by the MJUSD Nutrition Services Director shall conduct the audit.

4. **Payment**

Payment will be net 30 days. Any discounts, which the vendor desires to provide MJUSD, shall be declared in the space provided and are subject to contractual agreement. Discounts for early payment will not be factored in the net cost of the bid proposal. Subject to cash discount of _____ % _____ days.

5. Addenda or Bulletins

Any addenda or bulletins issued during the time of bidding shall form a part of this package issued to suppliers for the preparation of their proposals and shall constitute a part of the contract documents. Any addendums to this RFP will be posted on at www.mjusd.com/bid and is the responsibility of the vendor to check website for addendums.

6. Execution of Contract

Issuance of a purchase order shall evidence the contractual agreement between the vendor/s and the District. The purchase order and the vendor/s acceptance of these RFP instructions and conditions shall constitute the contract documents (see Section #14 below).

7. Default by Bidder

The District shall hold the vendor/s responsible for any damage that may be sustained because of failure or neglect to comply with any terms or conditions listed herein.

If the successful vendor/s fails to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon thirty (30) days written notice to the vendor/s as set forth at Section #16 of this contract, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such a default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the vendor/s. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the vendor/s, deducted from any funds due the vendor/s, or the District may seek relief in a court of competent jurisdiction.

8. Modification of Contract

This contract may be supplemented, amended, or modified only by the mutual written agreement of both parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by both parties.

9. Hold Harmless Clause

The successful vendor/s agree/s to indemnify, defend and save harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in the vendor's, its employees', agents' or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

10. Force Majeure Clause

Both the vendor and the District shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

11. Prevailing Law

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services

to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law.

12. Governing Law and Venue

In the event of litigation, the bid documents, specification and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Yuba County.

13. Permits and Licenses

The successful vendor and all of his employees or agent shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with the law.

14. Contract Documents

The vendor and the District agree that the Notice to Vendor/s, the Bid Instructions and Conditions, the Specification, and any addenda or bulletins thereto, together with the purchase order, shall constitute the contract documents.

15. Cancellation Notice by Supplier

The MJUSD requires a 30-day advance notice of cancellation of this contractual agreement by the supplier.

16. Cancellation Notice by Marysville Joint Unified School District

MJUSD shall give a 30-day advance notice of cancellation, should any of the following problems occur that would require MJUSD to seek a new supplier: problems with product quality or delivery service, problems with pricing, problems with supply/demand, problems meeting product specifications, problems with cost plus pricing audits.

17. Special Requirements

- **Manufacture Product Specification**
- **Current Nutrition Fact Label for Product with Ingredients Listed**
 - a. Attached to this bid is a listing of the fresh produce items ordered by MJUSD Schools.
 - b. The contractor is required to maintain a log/report of all quantities delivered for all products to the school sites. Contractor must provide these reports with month to date and year to date usage upon request by Nutrition Services.

18. Piggyback Clause

For the term of the contract and any mutually agreed extensions pursuant to this request for bids at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

19. Bid Extension

In accordance with Section 39644 of the Education Code, Marysville Joint Unified School District reserves the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor (successful bidder).

20. Emergency Response and Delivery System

- a. Vendor certifies they have the ability and capacity to provide emergency delivery services for food and supply orders. Orders that occur during an emergency such as

fires, floods, earthquakes or other state or national disasters shall be delivered to the designated site within an eight-hour time frame.

- b. Vendor shall provide a minimum of one refrigerated truck for food storage to designated site for duration of the emergency situation.

21. Bid Opening

Bid packets will be opened but not read Tuesday, July 5, 2016 at or before 2:30 p.m. Parties that submitted a proposal may request an appointment to review pricing. Contact Amber Watson at the Nutrition Services Office: 530-749-6178.

22. Required Documents: Each bidder must return with their proposal a fully executed:

- a. **Suspension and Debarment Certification** as required by Federal Regulation (7CFR 3017.110).
- b. **Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms** as required by Federal Regulation (7 CFR 3018.110).
- c. **Non-collusion Affidavit** as required by Public Contract section 7106.
- d. **List of three customer references** for similar products.
- e. **Excel bid form worksheet and hard copy.** In addition to a hard copy, an **electronic copy of the bid form must also be provided.** A disc, USB drive or similar memory device-containing the electronic bid form must be enclosed with documents.
- f. All documents, including the electronic bid form must be received by the opening date and time: Tuesday, July 5, 2016, 2:30 p.m.

COMPANY NAME: CRYSTAL CREAMERY

ADDRESS: 529 KANSAS AVE MDDSTO, CA 95351

PHONE #: 209 576 - 3400

FAX #: 209 576 - 3437

AUTHORIZED AGENT NAME: KAREN DEMICHELE

AUTHORIZED AGENT SIGNATURE: 

EMAIL: rhunter@crystalcreamery.com

DATE: 6/30/16

Marysville Joint Unified School District
Nutrition Services

Price Quote for Delivery of Dairy & Juice Items to 19 school sites
August 1, 2016 - July 31, 2017

Supplier: CRYSTAL CREAMERY

Signature: 

Printed Name: KAREN DEMICHELIS

Date: 6/30/16

No.	Item	Case Pack Size	Approximate District Usage per Month (unit)	Code #	Price / Unit	Comments (include change in case pack size if applicable)
1	1% WHITE MILK	50/HPT	60,000	160088	.1553	
2	NON FAT CHOCOLATE MILK	50/HPT	104,000	160114	.1671	
3	NON FAT STRAWBERRY MILK	50/HPT	10,000	160120	.1671	
4	BUTTERMILK	HGL	75	160205	1.5531	
5	LF COTTAGE CHEESE	5#	5	160357	6.7919	
6	REAL SOUR CREAM	5#	15	160180	6.8350	
7	ORANGE JUICE, 100%	75/4oz	35,000	160294	.1459	
8	APPLE JUICE, 100%	75/4oz	60,000	160297	.1459	
9	BUTTER, QTRS	1lb	70	160300	3.3115	Changes weekly
10	EGGS	DZ	15	57162	1.4800	Changes weekly
11	COTTAGE CHEESE	1/5#	5	160345	7.7467	

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NOTE: Bidder must complete, sign and return all sections of this price request including the proposal, non-collusion statement, general and specific conditions, suspension and debarment certification, certification regarding lobbying, and the bid file by requested deadline.