

Includes Purchase Orders dated 07/01/2016 - 07/31/2016

Board Meeting Date August 9, 2016

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Accounting/Payroll (103)				
P16-00375	CALPERS	BUSINESS SERVICES GASB-68 15-16 FEES	01-5890-0000	350.00
P17-00347	CALIFORNIA WATER SERVICE CO	16-17 WATER SERVICE/CALIFORNIA WATER	01-5530-0000	80,000.00
P17-00348	AMERIGAS - GRIDLEY	16-17 HEATING FUEL	01-5510-0000	72,000.00
P17-00349	LINDA COUNTY WATER DISTRICT	16-17 WATER SERVICE/LINDA COUNTY WATER	01-5530-0000	14,000.00
P17-00350	NORTH YUBA WATER DIST. RT.2	16-17 WATER SERVICE/NORTH YUBA WATER DIST. RT2	01-5530-0000	850.00
P17-00351	Utility Management Services City of MSVL Sanitary Sewer	16-17 SEWER SERVICES	01-5530-0000	51,500.00
P17-00352	AT&T	16-17 DISTRICT PHONE SERVICE	01-5940-0000	260,000.00
P17-00353	OLIVEHURST PUBLIC UTILITY DIST	16-17 WATER SERVICE/OLIVEHURST PUBLIC UTILITY	01-5530-0000	63,000.00
P17-00354	P G AND E	16-17 DISTRICT WIDE ELECTRIC	01-5520-0000	2,200,000.00
P17-00374	Peak-Ryzex Inc.	Maint. 2016-17 SY	01-5621-0000	440.77
P17-00549	PARAGON COLLEGIATE ACADEMY	16-17 Estimated In Lieu of Property taxes-Paragon	01-8096-0000	251,604.00
P17-00550	YUBA ENVIRONMENTAL SCIENCE CHA	16-17 Est. In Lieu of Prop. taxes-Yuba Env.	01-8096-0000	138,485.00
P17-00573	CALPERS	BUSINESS SERVICES GASB-68 16-17 FEES	01-5890-0000	350.00
Total Location				3,132,579.77
Location Arboga Elementary (01)				
P17-00328	SWIS	SWIS License Renewal	01-5801-0003	50.00
P17-00358	ART DOCENT PROGRAM	ART DOCENT RENEWAL	01-5801-0003	299.00
P17-00359	Quality Planners	SCHOOL PLANNER	01-4300-0003	1,132.63
P17-00360	University of Oregon Ctr on Teaching and Learning	Dibels/PRESTON	01-5801-0003	591.25
P17-00361	PARENT INSTITUTE	MATERIALS FOR PARENT INVOLVEMENT	01-5801-3010	586.95
P17-00414	SitSpots	Sit Spots for Classroom use	01-4300-0003	70.15
P17-00425	SCHOOL SPECIALTY	Benches	01-4300-1100	2,613.27
P17-00458	SCHOOL OUTFITTERS ATTN: SHARON WILSON	Partition	01-4410-0004	888.90
P17-00470	LEARNING A-Z	Raz-Kids.com/PRESTON	01-5801-0003	1,699.00
P17-00473	TFD Unlimited, LLC	Technology for student use	01-4300-0003	325.19
P17-00536	NATIONAL BUSINESS FURNITURE	Arboga Chairs	01-4300-1100	2,333.02
P17-00537	OFFICE DEPOT B S D	supplemental supplies	01-4300-1100	288.08
P17-00546	TODAY'S CLASSROOM	SUPPLIES/PRESTON	01-4300-3010	432.98
Total Location				11,310.42
Location Business Services (106)				

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Business Services (106)				
P16-03935	OLIVEHURST PUBLIC UTILITY DIST	Water and Sewer LHS and SLHS	01-9510-0000	175,868.00
P17-00362	CASBO ATTN: ACCOUNTS RECEIVABLE	CASBO District Membership 2016-2017	01-5310-0000	551.00
P17-00398	FEDERAL EXPRESS CORP	FedEx for District 16-17 SY	01-5910-0000	650.00
P17-00441	SCHOOLDUDE.COM	Renewal Online Work Order Tracking 2016-2017	01-5801-0004	12,114.75
P17-00504	KEENAN & ASSOCIATES	Storage Tank Renewal 16-17	01-5450-0000	1,997.95
P17-00545	SCHOOLS INSURANCE GROUP-WC	Workers Compensation Notice 2016-2017	77-9506-	770,839.00
P17-00552	THE BANK OF NEW YORK TRUST COMPANY, N.A.	2012 Refunding Certificates/Admin Fee	25-5801-0000	1,000.00
Total Location				963,020.70
Location Categorical (203)				
P17-00327	GRANT-LINK	GRANT LINK	01-5801-3550	600.00
P17-00438	WAL-MART COMMUNITY BRC	CATEGORICAL/HOMELESS	01-4300-5630	1,000.00
P17-00474	OFFICE DEPOT B S D	CATEGORICAL	01-4300-0003	1,750.00
			01-4300-3010	1,250.00
P17-00475	OFFICE DEPOT B S D	HOMELESS	01-4300-3010	900.00
P17-00476	YUBA SUTTER TRANSIT	Homeless Student Transportation	01-4300-5630	900.00
P17-00529	LRP PUBLICATIONS	ESSA MATERIALS	01-5890-5630	252.00
			01-4300-3010	96.30
Total Location				6,748.30
Location Charter Academy For Fine Arts (42)				
P16-03947	PROFORMA CAMETA CAMERA	Exchange Club	09-4300-9010	422.80
P17-00384	IN THE NEWS	Supplies - Office	09-4300-0000	494.68
P17-00385	OFFICE DEPOT B S D	Supplies	09-4300-0000	5,000.00
P17-00386	PTM Document Systems	Supplies - Office	09-4300-0000	759.68
P17-00387	TODAY'S CLASSROOM	Supplies - Testing	09-4300-0000	88.74
P17-00399	CENGAGE LEARNING	Renewal	09-5801-0000	1,817.18
P17-00400	CAROLINA BIOLOGICAL SUPPLY CO	Supplies - Ellismore	09-4300-0000	229.01
P17-00401	AMAZON.COM	Supplies - McDowell	09-4300-0000	237.22
P17-00404	DICK BLICK COMPANY	Supplies - Weisgerber	09-4300-0000	1,878.54
P17-00405	B & H PHOTO	Supplies - Weisgerber	09-4300-0000	317.33
			09-4410-0000	698.74

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42) (continued)				
P17-00407	DOVER PUBLICATIONS, INC	Supplies - Marks	09-4300-0000	191.89
P17-00408	AMAZON.COM	Supplies - Marks	09-4300-0000	206.18
P17-00411	TROXELL COMMUNICATIONS INC	Chrombook Cart	09-4410-0004	4,273.13
P17-00412	Concepts Furnishings	MCAA Student Chairs	09-4300-0000	983.63
P17-00413	OFFICE DEPOT B S D	Teacher Chair	09-4300-0000	300.46
P17-00462	NWN CORPORATION	New Portable Printers	09-4300-0004	871.93
P17-00463	CDW-G COMPUTER CENTER	New Portable Chromebooks	09-4300-0004	3,695.40
P17-00464	CDW-G COMPUTER CENTER	Student CPUs New portable	09-4410-0004	2,005.95
P17-00465	NWN CORPORATION	Admin color printer	09-4300-0000	435.97
P17-00509	TROXELL COMMUNICATIONS INC	MCAA Elmos Mathews and Yocum	09-4410-0000	1,208.30
P17-00511	Teacher Synergy, Inc. Purchase Order Dept.	Supplies - McDaid-Morgan	09-4300-0000	127.97
P17-00512	AMAZON.COM	Supplies - McDaid-Morgan	09-4300-0000	420.66
P17-00513	FISHER SCIENTIFIC	Supplies - Mathews	09-4300-0000	23.05
P17-00531	Concepts Furnishings	MCAA Student Chairs	09-4300-0000	1,118.63
P17-00547	WESTERN ASSOC OF SCHOOLS	WASC Costs	09-5310-0000	920.00
P17-00548	LIFETRACK SERVICES, INC	Graduate Surveys	09-5801-0000	742.50
P17-00560	B & H PHOTO	Supplies - Weisgerber	09-4300-0004	2,632.44
P17-00561	ID VILLE	Supplies - Office	09-4300-0000	625.65
P17-00571	MIKE MURPHY	Piano Move	09-5801-0000	175.00
P17-00572	CAROLINA BIOLOGICAL SUPPLY CO	Supplies - Mathews	09-4300-0000	233.71
Total Location				33,136.37
Location Child Development (51)				
P16-03958	SUN GRO HORTICULTURE	SunGRO Bark for Inv.#PS5060256	12-9510-6105	1,724.88
P16-03959	SUN GRO HORTICULTURE	SunGRO Bark for Inv.#PS5060248	12-9510-6105	1,874.88
P16-03960	SUN GRO HORTICULTURE	SunGRO Bark for Inv.#PS5059813	12-9510-6105	1,897.38
P16-03961	SUN GRO HORTICULTURE	SunGRO Bark for Inv.#PS5060244	12-9510-6105	1,685.50
P16-03963	SUN GRO HORTICULTURE	SunGRO Bark for Inv.#PS5060245	12-9510-6105	1,724.88
P16-03964	SUN GRO HORTICULTURE	SunGRO Bark for Inv.#PS5060255	12-9510-6105	1,685.50
P16-03965	SUN GRO HORTICULTURE	SunGRO Bark for Inv.#PS5060246	12-9510-6105	1,835.50
P17-00329	WAL-MART COMMUNITY BRC	EMCC CHILD DEV/SUPPLIES	12-4300-5025	1,000.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51) (continued)				
P17-00330	WAL-MART COMMUNITY BRC	MCC/Child DEV	12-4300-5025	500.00
P17-00331	WAL-MART COMMUNITY BRC	PRESCHOOL SUPPLIES	12-4300-6105	23,000.00
P17-00332	OFFICE DEPOT B S D	Preschool Open PO	12-4300-6105	8,800.00
P17-00333	OFFICE DEPOT B S D	CCTR Classroom Open PO	12-4300-9010	1,800.00
P17-00334	FEDERAL EXPRESS CORP	Child Dev. Fed EX	12-5910-6105	100.00
P17-00335	Tahoe Pure	CHILD DEV/WATER SERVICE 2016-17	12-4300-6105	162.50
			12-5801-6105	137.50
P17-00336	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	PRESCHOOL SUPPLIES	12-4300-6105	4,500.00
P17-00337	GAISER PETS	PRESCHOOL SUPPLIES	12-4300-6105	1,300.00
P17-00345	DALLAS MIDWEST	Kathy Woods Supplies	12-4300-6105	177.68
P17-00346	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Olivehurst Preschool Room B Maria Jacobo	12-4300-6105	.40
P17-00355	KAPLAN SCHOOL SUPPLY	Olivehurst Preschool Room B Supplies Maria Jacobo	12-4300-6105	860.13
P17-00356	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Olivehurst Pre Supplies Maria Jacobo	12-4300-6105	9.66
P17-00390	AT&T	Child Development Ad	12-5890-6105	1,548.00
P17-00403	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Olivehurst Pre Supplies RmC Heidi Oliver	12-4300-6105	224.66
P17-00406	AMAZON.COM	Kathy Woods Pre Supplies	12-4300-6105	97.45
P17-00409	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Ella Pre Supplies Mary Cress	12-4300-6105	1,158.73
P17-00530	AMAZON.COM	Olivehurst Pre Supplies Room C Heidi Oliver	12-4300-6105	41.86
		Total Location		57,847.09
Location Cordua Elementary (07)				
P17-00397	HALLWOOD IRRIGATION DISTRICT	Oper/Water/COR/16-17 SY	01-5530-0000	75.00
Location Covillaud Elementary (09)				
P17-00322	CDW-G COMPUTER CENTER	Student Computers w/ monitors	01-4410-0003	8,286.65
P17-00576	Waterford Research Institute	COV Computer Lab	01-5801-3010	2,995.00
		Total Location		11,281.65
Location Dobbins Elementary (11)				
P17-00321	SWIS	SWIS License	01-5801-0003	50.00
Location Edgewater Elementary (12)				
P16-03946	SUTTER COUNTY SCHOOLS	EDG 6th Grade	01-9510-9010	4,875.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Edgewater Elementary (12) (continued)				
P17-00315	COOLE SCHOOL	EDG Planners	01-4300-0003	968.26
P17-00319	STARFALL	Starfall	01-5801-0003	270.00
P17-00340	CDW-G COMPUTER CENTER	Library Student Computers w/ monitors	01-4410-0003	2,485.99
Total Location				8,599.25
Location Facilities (66)				
P16-03943	UNITED BUILDING CONTRACTORS, INC.	8150: MCAA Portable Addition	09-6210-0000	50,687.01
			09-9510-0000	154,312.99
P16-03944	DEPARTMENT OF EDUCATION ACCOUNTING OFFICE	8151: Lindhurst High School- plan and spec fee	14-9510-0000	1,335.73
P16-03953	COPY CITY/BLUEPRINTS & MORE	8075- LHS Badges	01-9510-0010	3.20
P16-03971	SIGNWORX	8075 LHS signs	01-9510-0010	145.13
P16-03972	VOLTAGE SPECIALISTS	8075 LHS QUAD Isolate Wire for Portables	01-9510-0010	340.00
P17-00325	Safety Gear Corporation	Safety Vests	01-4300-0000	212.19
P17-00381	HP Inc. Attn: Public Sector Sales	Admin Computer for LHS HVAC	01-4410-0010	1,037.38
P17-00415	SCHOOL SPECIALTY	Benches	01-6229-0010	2,820.03
P17-00437	DIVISION OF STATE ARCHITECT	Linda Legacy- Lot bldg, demo, 02-110471	01-5890-0000	500.00
P17-00490	CAPITOL BUILDERS HARDWARE INC	8075 LHS Cap Bld 6278, Bldg E Rm 15 Vandl.	01-6229-0010	3,517.53
P17-00491	SIGNWORX	8075 LHS- SignWorx Construction Banner	01-4300-0010	145.13
P17-00520	ELITE UNIVERSAL SECURITY	LHS Security / Project 8075	01-5801-0010	4,000.00
P17-00556	SIGNWORX	8075 LHS- Construction Banner; Signworx	01-4300-0010	145.13
P17-00569	BRCO CONSTRUCTORS, INC.	LHS Prop39 Parking lot lighting heads	01-4410-6230	9,600.00
Total Location				228,801.45
Location Foothill Intermediate (35)				
P17-00316	SWIS	PBIS	01-5801-0003	50.00
P17-00317	TROXELL COMMUNICATIONS INC	FHS Elmo	01-4410-3010	604.15
P17-00318	RISO PRODUCTS OF SACRAMENTO	riso	01-4300-0003	148.05
P17-00320	FISHER SCIENTIFIC	Jaacks	01-4300-3010	550.44
P17-00440	SCHOOL MATE	Planners	01-4300-0003	745.94
Total Location				2,098.58
Location Grounds (65)				
P16-03936	NORMAC, INC.	GROUNDS/OLIVEHURST PROJECT	23-9510-9010	363.37

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Grounds (65) (continued)				
P16-03937	RICHALL ELECTRIC COMPANY	GROUNDS/MHS PUMPHOUSE	01-5641-0000	989.91
P16-03938	BOTANICA LANDSCAPES	GROUNDS/OLIVEHURST	01-5801-8150	499.00
P16-03950	KINNEY ELECTRIC	GROUNDS/FOOTHILL PROJECT	01-4410-0000	806.85
P17-00445	Citrus Heights Mower	GROUNDS/2016-2017/REPAIR	01-5641-0000	5,000.00
P17-00553	LINDA FIRE PROTECTION DISTRICT	GROUNDS/WEED ABATEMENT	01-5801-0000	2,030.00
Total Location				9,689.13
Location Indian Education (108)				
P17-00326	Richard Ragudo	Summer Workshop at d-q	01-5801-4510	250.00

Location Instruction (IMC) (110)				
P17-00311	RENAISSANCE LEARNING, INC	Renaissance Learning for All Schools	01-5801-0004	120,181.72
P17-00459	Carnegie Learning	Carnegie August PD	01-5801-0004	3,000.00
P17-00525	ROSEANN VANDERAA	Testing Consultant/Roseann VanDerAa	01-5801-0000	6,336.00
P17-00526	ROSEANN VANDERAA	CELDT Testing Consultant/Roseann Vanderaa	01-5801-0000	12,672.00
P17-00527	AARON HILL	Aaron Hill-CELDT Testing K-12 for MJUSD Sites	01-5801-0000	5,250.00
P17-00528	JANICE HILL	Jan Hill-CELDT Testing K-12 for MJUSD Sites	01-5801-0000	5,250.00
Total Location				152,689.72

Location Kynoch Elementary (17)				
P17-00312	GENERAL BINDING CORP	KYN Maint. 16-17 SY	01-5621-1100	567.84

Location Lindhurst High (43)				
P16-03956	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Marquee Replacement	01-4300-1100	53.55
P16-03962	UNION LUMBER COMPANY	LHS Marquee	01-4300-1100	49.01
P16-03966	UNION LUMBER COMPANY	LHS Marquee	01-4300-1100	36.71
P16-03968	TWIN CITIES EQUIPMENT RENTAL	LHS Marquee	01-4300-1100	134.35
P16-03969	MATHEWS READYMIX INC	LHS Marquee	01-4300-1100	576.69
P17-00416	UNITED RENTALS	Athletics Rentals	01-5630-0000	2,000.00
P17-00417	WAL-MART COMMUNITY BRC	Culinary Supplies	01-4300-0004	6,000.00
P17-00418	CASH & CARRY	Culinary Supplies	01-4300-0004	5,000.00
P17-00424	AMAZON.COM	Bulletin Board	01-4300-1100	861.12
P17-00426	OFFICE DEPOT B S D	Classroom 1009 Open PO	01-4300-1100	6,000.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P17-00427	OFFICE DEPOT B S D	Admin 1009 Open PO	01-4300-1100	8,000.00
P17-00428	HERFF JONES EDUCATION DIVISION ATTN: CUSTOMER SERVICE Herff Jones		01-4300-1100	3,300.00
P17-00430	PIZAZZ PARTY RENTAL	Rentals	01-5630-1100	1,400.00
P17-00467	SYSCO FS OF SACRAMENTO INC.	LHS CULINARY ARTS	01-4300-6387	2,240.33
			01-4410-6387	1,437.49
P17-00472	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh	01-4300-0003	309.93
P17-00477	AMAZON.COM	Classroom Supplies/Priddy	01-4300-0003	87.92
P17-00479	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh	01-4300-0003	74.50
P17-00480	AMAZON.COM	Classroom Supplies/Sleigh	01-4300-0003	116.06
P17-00481	Scholastic, Inc. Magazines	Scholastic Magazine	01-4300-0003	263.35
P17-00483	AMAZON.COM	CTE MEDIA SPANGLER	01-4410-3550	2,040.34
P17-00487	MJB WELDING SUPPLY	ROP LHS WELD	01-4300-3550	2,159.90
			01-4410-3550	527.48
P17-00498	AMAZON.COM	Classroom Supplies/Sleigh	01-4300-0003	225.28
P17-00500	PELTON'S PARTY	Graduation 2016-17	01-5630-1100	2,112.00
P17-00502	AMAZON.COM	CTE AUTO CHAMBERS	01-4300-3550	1,568.75
P17-00505	APPEAL DEMOCRAT	Honor Roll/Scholarship Ads	01-5890-1100	1,465.00
P17-00506	UNION LUMBER COMPANY	LHS MEDIA SPANGLER	01-4300-6387	31.64
P17-00508	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	LHS MEDIA SPANGLER	01-4300-6387	350.06
P17-00510	AMAZON.COM	LHS Camera - Spangler	01-4410-3550	3,438.93
P17-00514	ACCREDITING COMMISSION FOR SCHOOLS	WASC Stamp	01-4300-1100	43.00
P17-00565	B & H PHOTO	LHS MEDIA SPANGLER	01-4300-3550	1,364.19
			01-4410-3550	15,544.38
Total Location				68,811.96
Location Maintenance (63)				
P16-03939	VALLEY PUMP & MOTOR WORKS	MAINTENANCE/FOOTHILL	01-5801-8150	135.00
P16-03940	GRAINGER	MAINTENANCE/LHS	01-4300-8150	334.43
P16-03941	KONE Inc.	MAINTENANCE/LHS	01-5642-8150	814.80
P16-03942	TEICHERT CONSTRUCTION	MAINTENANCE/FOOTHILL	01-4300-8150	161.42
P16-03945	L & H AIRCO	MAINTENANCE/SHOP	01-5801-8150	55.00

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Location Maintenance (63) (continued)				
P16-03949	NATIONAL ANALYTICAL LABORATORIES, INC.	MAINTENANCE/PRINT SHOP	01-5801-8150	475.00
P16-03951	YUBA CITY SCRAP & STEEL	MAINTENANCE	01-4300-8150	628.56
P16-03952	MATHEWS READYMIX INC	MAINTENANCE/LHS MARQUEE	01-9510-8150	576.69
P16-03970	AMERICAN CHILLER SERVICE INC	MAINTENANCE/LHS CHILLER	01-5801-8150	3,287.00
P16-03973	VOLTAGE SPECIALISTS	MAINTENANCE/MCA/VEDGEWATER/LHS	01-9510-8150	1,070.00
P17-00372	THE HOSE SHOP	MAINTENANCE	01-4300-8150	80.63
P17-00382	AMAZON.COM	MAINTENANCE/TBARNETT	01-4300-8150	95.97
P17-00419	SLAKEY BROS	MAINTENANCE/SHOP	01-4410-8150	1,821.18
P17-00444	LINCOLN EQUIPMENT	MAINTENANCE/POOL	01-4410-8150	912.44
P17-00497	US AIRCONDITIONING DIST	MAINTENANCE/YUBA GARDENS 16&17	01-4410-8150	2,130.65
P17-00515	RUSSELL SIGLER, INC.	MAINTENANCE/OLIVEHURST/MHS	01-4410-8150	8,511.85
P17-00517	SUTTER ORCHARD SUPPLY	MAINTENANCE/2016-2017	01-4300-8150	1,000.00
P17-00555	U.S. Security Supply, Inc.	MAINTENANCE	01-4410-8150	1,586.23
P17-00570	Mohawk Carpet Dist, Inc.	MAINTENANCE/LHS MEDIA ROOM	01-4300-6387	3,873.82
Total Location				27,550.67
Location Marysville High (45)				
P17-00323	NEWSBANK, INC. 397 MAIN STREET	News Bank Annual Subscription	01-5801-3010	3,765.00
P17-00324	SWIS	SWIS Renewal	01-5801-3010	460.00
P17-00338	OFFICE DEPOT B S D	Classroom Supplies 5297	01-4300-0004	500.00
P17-00339	OFFICE DEPOT B S D	Classroom Supplies 5299	01-4300-0003	3,000.00
P17-00341	FLINN SCIENTIFIC INC	Chemistry/Physics Supplies	01-4300-0003	1,761.91
P17-00344	McGraw-Hill/ALEKS	MHS/ALEKS	01-5801-3010	4,250.00
P17-00379	OFFICE DEPOT B S D	RSP/SDC Classroom Supplies	01-4300-6500	900.00
P17-00432	HERFF JONES	MHS Diplomas	01-4300-1100	2,300.00
P17-00433	TEC-COM	MHS Room M4	01-5801-3010	4,955.00
P17-00434	NWN CORPORATION	Samsung Toner for ML4020 printer	01-4300-0003	146.19
P17-00435	Custom Ink	Link Crew T-Shirts	01-4300-1100	659.62
P17-00460	AMAZON.COM	ASB Receipt Printers	01-4300-9010	428.05
P17-00461	AMAZON.COM	English Dept Cork Boards	01-4300-0004	461.18
P17-00466	iParadigms, LLC	Turnitin Renewal	01-5801-3010	5,322.25

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P17-00471	NEFF COMPANY	Academic Letters	01-4300-0004	2,331.68
P17-00478	NWN CORPORATION	Printers - Samsung	01-4300-3010	506.54
P17-00482	AMAZON.COM	ROP WOOD MARTINEZ	01-4300-3550	710.63
			01-4410-3550	536.59
P17-00496	OFFICE DEPOT B S D	Admin Supplies 1009	01-4300-1100	5,000.00
P17-00501	CDW-G COMPUTER CENTER	Classroom CPUs, Laptop, Printer	01-4300-3010	297.47
			01-4410-3010	2,279.57
P17-00503	CDW-G COMPUTER CENTER	MHS Chromebooks	01-4300-3550	3,079.50
P17-00523	UNION LUMBER COMPANY	MHS ORN/HORT MAGILL	01-4300-3550	408.44
P17-00524	Grower's Supply	MHS Orn/Hort BMagill	01-4300-3550	1,138.85
P17-00532	EVERBIND BOOKS MARCO BOOK COMPANY	English Novels	01-4200-3010	8,185.37
P17-00533	BARNES & NOBLE BOOKSTORE	English Novels	01-4200-3010	502.65
P17-00534	AMAZON.COM	English Novels	01-4200-0003	2,012.59
P17-00535	PRESTWICK HOUSE	English Novels	01-4200-0003	2,032.63
P17-00558	IntegraColor, LLC	MHS ORN/HORT MAGILL	01-4300-3550	923.61
P17-00562	AMAZON.COM	MHS ROP Small Bus KHAN	01-4300-3550	1,496.19
		Total Location		60,351.51
Location McKenney Intermediate (37)				
P17-00169	My Name My Story	CHANGEMAKER DAY	01-5801-6690	1,290.00
P17-00542	SCHOLASTIC INC	Campbell Magazine Order	01-4300-0003	358.56
P17-00543	LEGO EDUCATIONAL DIVISION	HANE	01-4300-0003	9,609.94
P17-00544	US MARKERBOARD	Mats	01-4300-1100	2,039.35
P17-00559	SchoolsIn	ROGER	01-4300-0003	222.00
		Total Location		13,519.85
Location Nutrition Services (73)				
P17-00370	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	SFSP Allocation Del. by 7/29/16	13-9325-5310	44.20
P17-00371	GOLDEN BEAR ALARMS	Alarm Monitoring Service	13-5581-5310	984.00
P17-00376	PILGRIM'S PRIDE CORPORATION	Food Order for Warehouse	13-9325-5310	8,023.40
P17-00377	SMILE BUSINESS PRODUCTS, INC.	Nutri. Serv. Copier Rental/Service	13-5621-5310	200.00
			13-5630-5310	1,370.63

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P17-00446	Bell Tasty Foods Inc.	Food Order for Warehouse	13-9325-5310	5,228.00
P17-00447	GOODMAN FOODS DBA: DON LEE FARMS	Food Order for Warehouse	13-9325-5310	9,213.12
P17-00448	Elements Food, Inc.	Food Order for Warehouse	13-9325-5310	5,479.92
P17-00449	Fat Cat Scones	Food Order for Warehouse	13-9325-5310	5,659.20
P17-00450	ADVANCE PIERRE FOODS	Food Order for Warehouse	13-9325-5310	4,665.00
P17-00451	JENNIE-O-TURKEY STORE	Food Order for Warehouse	13-9325-5310	8,719.05
P17-00452	Tasty Brands	Food Order for Warehouse	13-9325-5310	17,591.86
P17-00453	TYSON FOODS	Food Order for Warehouse	13-9325-5310	10,374.54
P17-00454	Green Edge Systems, Inc	Dist: ARB, BVE, LHS & LRE after 8/16/16	13-4300-5380	1,061.20
P17-00455	OFFICE DEPOT B S D	Supplies for Office and Kitchens	13-4300-5310	6,000.00
P17-00456	YUBA COUNTY ENVIRONMENTAL HEALTH DIVISION	Annual Kitchen Permits	13-5890-5310	8,725.92
P17-00457	Identimetrix, Inc.	Identimetrix Licensing	13-5801-5310	6,986.00
P17-00488	NATIONAL FOOD GROUP	Food Order for Warehouse	13-9325-5310	2,413.60
P17-00489	EAST BAY RESTAURANT SUPPLY, INC.	LHS Kitchen Reconfigure Equip.	13-4410-5310	3,179.86
			13-6492-5310	17,132.25
P17-00492	Rich Chicks, LLC	Food Order for Warehouse	13-9325-5310	7,119.60
P17-00493	SCHWAN'S FOOD SERVICE	Food Order for Warehouse	13-9325-5310	12,799.82
P17-00521	BUENA VISTA FOOD PRODUCTS	Food Order for Warehouse	13-9325-5310	11,494.50
P17-00538	GOLD STAR FOODS	Food Order for Warehouse	13-9325-5310	3,622.34
P17-00541	INTEGRATED FOOD SERVICES	Food Order for Warehouse	13-9325-5310	10,398.19
P17-00554	SYSCO FS OF SACRAMENTO INC.	Food and supply order	13-9325-5310	2,028.05
P17-00563	Crown Distributing	Supply order	13-9326-5310	13,141.36
			13-9326-5310	5,994.70
Total Location				189,650.31
Location Olivehurst Elementary (25)				
P16-03974	Kirk S. Brainerd - Architect	OLV Door Opening	01-9510-1100	850.00
Location Personnel (113)				
P17-00308	OFFICE DEPOT B S D	PERSONNEL ANNUAL PO	01-4300-0000	2,000.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Print Shop (67)				
P17-00494	California Surveying and Drafting Supply, Inc.	Print Shop	01-4300-0000	2,451.04
			01-4450-0000	14,041.29
			Total Location	16,492.33
Location Pupil Services (202)				
P17-00309	WAL-MART COMMUNITY BRC	dental van	01-4300-9014	500.00
P17-00342	AMAZON.COM	order for Jas Gill	01-4300-6512	171.96
P17-00343	PSYCHOLOGICAL CORPORATION CUSTOMER CARE DEPARTMENT	psych testing materials	01-4300-0000	661.50
P17-00380	PEARSON CUSTOMER SERVICE	psych testing materials	01-4300-0000	9,193.02
P17-00499	WAL-MART COMMUNITY BRC	PUPIL SERVICES/Speech	01-4300-6500	500.00
P17-00540	OFFICE DEPOT B S D	Speech & Adaptive PE	01-4300-6500	4,000.00
P17-00551	OFFICE DEPOT B S D	Health/Dental Van & Psych Services	01-4300-0000	6,000.00
P17-00566	WAL-MART COMMUNITY BRC	PUPIL SERVICES	01-4300-0000	500.00
P17-00567	McIlwain Mobility Solutions	Harness for Student Lift	01-4300-0000	435.38
			Total Location	21,961.86
Location Purchasing (104)				
P17-00310	MOORE WALLACE, AN RR DONNELLEY COMPANY	D.O./Whs for Tech	01-4300-0000	1,620.68
P17-00357	OFFICE DEPOT B S D	Purch/Acdtg/Bus Svcs	01-4300-0000	6,500.00
P17-00366	KONE Inc.	LHS Elevator Service	01-5621-8150	4,109.88
P17-00367	KONE Inc.	MHS Elevator Service	01-5621-8150	2,112.96
P17-00368	KONE Inc.	Ella Elevator Service	01-5621-8150	3,240.00
P17-00369	GOLDEN BEAR ALARMS	Alarm Service 2016-17 S.Y.	01-5581-0000	25,512.00
P17-00388	UNITED PARCEL SERVICE (UPS)	UPS Postage/DO/16-17 SY	01-5910-0000	2,000.00
P17-00389	POSTMASTER	BULK MAIL FEE D/O 16-17 SY	01-5910-0000	25,000.00
P17-00391	USPS/PITNEY BOWES POSTAGE BY PHONE	DISTRICT-POSTAGE 16-17 SY	01-5910-0000	57,000.00
P17-00392	PITNEY BOWES INC	Annual Service	01-5621-0000	2,171.50
P17-00393	PITNEY BOWES INC ATTN: GOV'T PURCHASE ORDERS	Postage Meter Rental/Software 16/17	01-5630-0000	645.00
			01-5801-0000	541.80
P17-00394	BROWNS VALLEY IRRIGATION	Oper/Water/BVS/FHS/LRE 16-17 SY	01-5530-0000	1,792.10
P17-00395	POSTMASTER	ANNUAL PERMITS D/O 16-17 S.Y.	01-5910-0000	450.00
P17-00396	APPEAL DEMOCRAT ATTN LEGAL DEPT.	Purch Legal Ads 16-17 SY	01-5890-0000	2,500.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Purchasing (104) (continued)				
P17-00516	RECOLOGY YUBA SUTTER	Maint/Grounds/WHS/MHS	01-5570-0000	2,000.00
P17-00557	INLAND BUSINESS SYSTEMS	Teacher Support Copier Maint. 16-17 SY	01-5621-6264	400.00
P17-00564	ADVANCED INTEGRATED PEST MANAGEMENT	Special Extra Service	01-5582-0000	4,500.00
Total Location				142,095.92
Location Student Discipline/Attendance (109)				
P17-00429	VERIZON WIRELESS	Student Discipline & Attendance Josh Paul New Line	01-4410-0004	169.44
P17-00436	CDW-G COMPUTER CENTER	Laptop	01-4410-0004	942.27
P17-00568	WAL-MART COMMUNITY BRC	Open PO for misc. supplies for Stu. Disc. Office	01-4300-0000	500.00
Total Location				1,611.71
Location Superintendent (101)				
P17-00484	OFFICE DEPOT B S D	Office Supplies	01-4300-0000	4,000.00
P17-00485	FEDERAL EXPRESS CORP	Shipping costs for 2016-17	01-5910-0000	200.00
Total Location				4,200.00
Location Technology (102)				
P17-00378	Arey Jones Educational	Web Filter	01-4450-0000	20,962.50
			01-5801-0000	31,000.00
P17-00468	CDW-G COMPUTER CENTER	Tech Blade Server	01-4450-0000	8,087.23
P17-00469	CDW-G COMPUTER CENTER	Tech Microsoft License	01-5801-0000	369.62
P17-00507	Development Group, Inc.	Tech Router Module	01-4300-0000	855.70
P17-00519	Amplified IT, LLC	Support for technology migration	01-5801-0000	6,750.00
Total Location				68,025.05
Location Transportation (69)				
P17-00274	Asbury Environmental Services	TRANSPORTATION	01-5801-0230	200.00
P17-00373	SPORT T'S	TRANSPORTATION	01-4300-0230	500.00
P17-00375	MARIN PAINTING	TRANSPORTATION/REPAIRS	01-5641-0230	4,000.00
P17-00410	OFFICE DEPOT B S D	Open PO Trans 16/17	01-4300-0230	3,500.00
P17-00442	TRACTOR SUPPLY COMPANY	TRANSPORTATION	01-4300-0230	1,000.00
P17-00443	HARBOR FREIGHT TOOLS	TRANSPORTATION	01-4364-0230	500.00
Total Location				9,700.00
Location Warehouse (71)				

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Warehouse (71)				
P17-00307	ERNEST PACKAGING SOLUTIONS	Warehouse Stock 2016-17 S.Y.	01-9320-0000	700.28
P17-00363	HILLYARD - SACRAMENTO	Warehouse Stock 2016-17 S.Y.	01-9320-0000	22,490.41
P17-00364	Everything Medical	Warehouse Stock 16-17 S.Y.	01-9320-0000	2,481.64
P17-00365	PYRAMID SCHOOL PRODUCTS	Warehouse Stock 16-17 S.Y.	01-9320-0000	317.13
P17-00421	MOHINDER SPORT INC	Warehouse Stock 16-17 S.Y.	01-9320-0000	4,270.55
P17-00422	US GAMES	Warehouse Stock 16-17 S.Y.	01-9320-0000	1,161.00
P17-00423	STANDARD STATIONERY SUPPLY CO	Warehouse Stock 16-17 S.Y.	01-9320-0000	1,289.58
P17-00431	SCHOOL SPECIALTY	Warehouse Stock 16-17 S.Y.	01-9320-0000	97.37
P17-00574	HOLT OF CALIFORNIA	WHS Forklift Service - General Stores	01-5621-0000	1,000.00
P17-00575	K/P EDUCATIONAL SERVICE	Warehouse Stock 2016-17 S.Y.	01-9320-0000	1,086.88
Total Location				34,894.84
Location Yuba Gardens Intermediate (39)				
P16-03954	PIAZZ PARTY RENTAL	YLST/GATES	01-9510-0004	320.00
P17-00313	Sumdog, Inc.	BOWMAN/GATES	01-5801-0003	696.60
P17-00314	5-Star Students, LLC	JONES/GATES	01-5801-0003	600.00
P17-00495	SIERRA SCHOOL EQUIPMENT CO	Cafeteria Tables	01-4410-0010	19,257.55
Total Location				20,874.15
Total				5,301,335.43

Total Number of POs

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Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	17	9,387.28
09	Chtrr Schs	1	422.80
Total Fiscal Year 2016			9,810.08

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Fund Recap (continued)

Fund	Description	PO Count	Amount
01	Gen Fund	199	4,032,776.28
09	Chrttr Schs	30	237,713.57
12	Child Dev	25	57,847.09
13	Cafeteria	25	189,650.31
14	Def Maint	1	1,335.73
23	MJ G BND9P	1	363.37
25	Cap Fac	1	1,000.00
77	PAYROLL CR	1	770,839.00
Total Fiscal Year 2017			5,291,525.35
Total			5,301,335.43

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P16-00516	963.28	01-4410	Gen Fund/Equip NonC	58.05-
P16-00574	4,422.13	01-4410	Gen Fund/Equip NonC	285.57-
P16-00575	2,889.83	01-4410	Gen Fund/Equip NonC	174.15-
P16-01167	963.28	01-4410	Gen Fund/Equip NonC	58.05-
P16-01251	942.27	12-4410	Child Dev/Equip NonC	58.05-
P16-01287	942.27	01-4410	Gen Fund/Equip NonC	58.05-
P16-01311	942.27	09-4410	Chtr Schs/Equip NonC	58.05-
P16-01312	1,352.35	09-4410	Chtr Schs/Equip NonC	114.23-
P16-01319	942.27	12-4410	Child Dev/Equip NonC	58.05-
P16-01527	7,706.21	01-4410	Gen Fund/Equip NonC	464.40-
P16-01529	963.28	09-4410	Chtr Schs/Equip NonC	58.05-
P16-01620	3,769.08	01-4410	Gen Fund/Equip NonC	232.20-
P16-01684	6,628.73	01-4410	Gen Fund/Equip NonC	318.78-
P16-01704	676.18	01-4410	Gen Fund/Equip NonC	57.11-
P17-00117	10,000.00	01-5801	Gen Fund/Contracts	9,800.00
P17-00165	91.38	01-4300	Gen Fund/Mat&Suppli	16.13
P17-00176	9,640.00	01-5801	Gen Fund/Contracts	700.00
P17-00486	4,695.95	09-4100	Chtr Schs/Textbooks	471.20
Total PO Changes				8,934.54

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
PARAGON COLLEGIATE ACADEMY

This Memorandum of Understanding ("MOU" or "Agreement") is executed by and between the Board of Trustees of the Marysville Joint Unified School District (hereinafter referred to as "District") and the Paragon Collegiate Academy, a California nonprofit public benefit corporation (hereinafter referred to as "PCA").

RECITALS

- A. The District is a school district existing under the laws of the State of California.
- B. PCA had a Charter Renewal Petition approved on November 12, 2013.
- C. This Agreement is intended to outline the Parties' agreements governing their respective responsibilities and their legal relationship and other matters of mutual interest.
- D. If any provision of this MOU is inconsistent with the charter, and the intent of the Parties cannot be ascertained, the terms of the charter shall prevail.

NOW THEREFORE, in consideration of the provisions and the mutual covenants and agreements herein set forth, PCA and the District do hereby agree as follows:

AGREEMENTS

I. TERMS AND RENEWAL

- A. The Parties agree that the charter term shall be for five (5) years, from July 1, 2014, to June 30, 2019. The Agreement is subject to termination during the term or any renewal as specified by law or as otherwise set forth in this Agreement.
- B. The parties agree that the following is to be reviewed on a yearly basis:
 - 1. PCA must demonstrate the ability to maintain a budget fund reserve of at least four percent (4%) for each school year of operation.
 - 2. PCA must utilize "highly qualified" teachers in all core subjects. A highly qualified teacher shall meet the requirements set forth in the No Child Left Behind Act as applicable, and as set forth below

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Business Services Department
Approval: RL
Date: 7/13/16

- A. Hold at least a bachelor's degree from an accredited college or university.
 - B. Hold the appropriate teaching authorization/credential.
 - C. Demonstrate subject-matter competency in each core academic subject taught.
3. PCA must strictly adhere to the regulations governing donations and permissible pupil fees. In no case will a family be required to donate funds as a condition for their child's enrollment or participation in any educational activity which, under the California Constitution, must be provided free of charge.
- C. The Parties agree that the recitals set forth above are true and are incorporated as essential terms of this MOU.
- D. Any modification of this Agreement must be in writing and executed by the duly authorized representatives of both Parties specifically indicating the intent of the Parties to modify this MOU.
- 1. The duly authorized representative of PCA is the PCA Board of Directors, or its designee.
 - 2. The duly authorized representatives of the District are the Governing Board and Superintendent or designee.
 - 3. The District reserves the right of approving amendments and/or revoking PCA's charter in accordance with Education Code Section 47607.
- E. The Charter School shall ensure that its name, whether characterized as Paragon Collegiate Academy, is correctly spelled in all notifications to the State and in its corporate documents.

II. ADMINISTRATIVE SERVICES

- A. In accordance with Education Code Section 47613, the District will charge up to one percent of the revenue of PCA for supervisory oversight. "Revenue" is defined in accordance with Education Code Section 47613(f) as the general purpose entitlement and categorical block grant, as defined in Education Code Section 47632(a) and (b). This payment will be made in bi-annual payments in January and June of the then-current school year.
- B. PCA and the District agree that "supervisory oversight," as used in Education Code Section 47613 and Education Code Section 47604.32, shall include good faith and timely implementation of the following:

1. All activities related to PCA revocation and renewal and processes as described in Section 47607.
2. Activities relating to monitoring the performances and compliance of PCA with respect to the terms of its charter, related agreements, and all applicable laws.
3. Participating in the dispute resolution process described in the charter.
4. Review and timely response to PCA's Annual Independent Fiscal and Performance Audit.
5. Identify at least one Staff member as a contact person for PCA.
6. Visit PCA at least annually.
7. Ensure that PCA complies with all reports required of charter schools by law.
8. Monitor the fiscal condition of PCA.
9. Provide timely notification to the California Department of Education if any of the following circumstances occur:
 - a. A renewal of the charter is granted or denied.
 - b. The charter is revoked.
 - c. PCA will cease operation for any reason.
10. Any other activities required of charter granting agencies under applicable law.

C.

PCA shall retain the authority to contract with third Parties for any services PCA determines will aid the school to operate in accordance with charter law. Upon request from District, PCA shall provide copies of any and all contracts, purchase orders, or resolutions entered into under this section, and all accounting records related to those transactions. This section is not intended to waive confidentiality otherwise imposed or provided by law (e.g., attorney-client privilege, protected personnel matters, etc.) Rather, this section is intended to ensure that the District may review all aspects of any or all financial transactions and supporting documentation as part of its oversight authority.”

- D. Additional services may be contracted by PCA from the District if available pursuant to a separate written agreement between the Parties.

III. **PROGRAMMATIC REVIEW.** After receipt of standardized testing scores and API statewide or similar school ranks, PCA will compile and provide to the School District an annual performance review documenting whether or not students are achieving the measurable outcomes defined in the charter. This section does not limit the District's statutory authority to make reasonable requests for information related to the educational program and student performance at any time during the year.

IV. **FUNDING**

- A. To the extent that PCA is required to submit records or information to the District of the Yuba County Office of Education in order to confirm funding, those records must be prepared by PCA in the same format as it has been provided in prior years, , and in a format in accordance with state law.
- B. PCA has elected to receive funding independently, pursuant to Education Code Section 47651.

V. **LEGAL RELATIONSHIP.** Pursuant to its Charter and Education Code section 47604, the Charter School is operated by a non-profit public benefit corporation and is a separate legal entity from the District. As such, the District shall not be liable for the debts or obligations of the Charter School or the Non-Profit to the maximum extent permitted by applicable law. It is agreed that it is the parties' intent that the District shall incur no unreimbursed cost or expenses of any type whatsoever as a result of its relationship with the Charter School. The Charter School may enter into a contract or agreement to be managed or operated by any other non-profit benefit corporation (or any other corporation or entity).

VI. **FISCAL RELATIONSHIPS**

- A. **AVERAGE DAILY ATTENDANCE:** PCA will be responsible for its daily and monthly attendance accounting. PCA will submit the attendance reports in a timely manner, in the same format as it has been submitted in prior years and in accordance with State law. Such attendance will be included in the scope of the annual independent audit of PCA. PCA will report the names of the students who no longer are enrolled at PCA to the District of residence.
- B. **ANNUAL AUDIT:** PCA shall be responsible for having an annual independent fiscal audit done of the entire PCA operation in accordance with all applicable laws.
- C. In the event that the District seeks and receives a voter approved bond, parcel taxes, etc., PCA shall have no entitlement to any portion of the funds unless otherwise negotiated in advance or unless otherwise required by law. The District shall provide reasonable notice to PCA if the District seeks voter approved bond,

parcel tax, etc. PCA agrees that it has no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.

- D. PCA agrees that it shall establish a fiscal plan for repayment of any loans received by PCA in advance of receipt of such loans. It is agreed that all loans sought by PCA shall be authorized in advance by PCA and shall be the sole responsibility of PCA. The District shall have no obligation for repayment.
- E. PCA must demonstrate the ability to maintain a budget fund reserve of four percent (4%), of annual revenue, for each school year of operation.
- F. PCA shall annually prepare and submit the following reports to the District and the County Superintendent of Schools, in the same format as provided in prior years and in accordance with state law.
 - 1. On or before July 1, an adopted budget.
 - 2. On or before December 15, an interim financial report reflecting changes through October 31.
 - 3. On or before March 15, a second interim financial report reflecting changes through January 31.
 - 4. On or before September 15, a final unaudited report for the full prior year.

VII. **FISCAL CONTROLS.** PCA shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure PCA's funds are used to most effectively support the school's mission and to ensure that funds are budgeted, accounted for, expended and maintained in an appropriate fashion. Such policies will include, but not be limited to, principles that ensure that: (1) expenditures are authorized by and accord with amounts specified in PCA's Board adopted budget; (2) that School's funds are managed and held in a manner that provides a high degree of protection of the School's assets; and (3) all transactions are recorded and documented in an appropriate manner that allows reporting to the state as required by law.

PCA shall develop and monitor its budget in accordance with the annual budget development and monitoring calendar to be developed by PCA. State required financial reports shall be forwarded to the District within one month after the State due date.

- A. **Insurance and Risk Management:** No later than July 1, 2014, or such earlier time as PCA may employ individuals or acquire or lease property or facilities, PCA will procure from an insurance carrier licensed to do business in the State of California, and keep in full force during the term of the charter, at least the following insurance coverage:

1. Property Insurance – for replacement value, if offered by the insurance carrier, including coverage for all assets listed in PCA’s property inventory and consumables. If full replacement value coverage is not available, PCA shall procure property insurance in amounts as close to replacement value as possible.
2. General Liability – At least \$1,000,000 per occurrence and \$2,000,000 in total general liability insurance, providing coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability of PCA, its governing board, officers, agents, employees, and/or students. The deductible per occurrence for said insurance shall not exceed \$20,000 for any and all losses resulting from negligence, errors and omissions of PCA, its governing board, officers, agents, employees, and/or students.
3. Workers’ Compensation – In accordance with the California Labor Code, insurance adequate to protect PCA from claims under Workers’ Compensation Acts which may arise from PCA’s operation, with statutory limits.
4. Automobile Insurance – To the extent necessary and in amounts appropriate for the type and use of the automobile(s).
5. In addition, PCA will institute risk management policies and practices to address reasonably foreseeable occurrences and provide the District with a copy of the policies and a certification that such policies and practices have been instituted.
6. PCA will provide certificates of insurance coverage to the District prior to opening and annually thereafter. The certificates shall indicate that the District and its Governing Board have been endorsed as an additional insured under the coverage referred to in subsections 1, 2 and 4 above and shall include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District and its Governing Board. PCA will provide for thirty (30) days advance written notice to the District of any material modification, change or cancellation of any of the above insurance coverage. The District may request to see evidence of insurance coverage during site visits. It shall be expressly understood that the coverage and limits referenced herein shall not in any way limit the liability of PCA.
7. The parties agree to the following with respect to indemnification:

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- a) PCA shall hold harmless, defend, and indemnify the District, its Governing Board, and its officers and employees, from every liability, claim, or demand (including settlement costs and reasonable attorneys' fees) which may be made by reason of: 1) any injury to volunteers; and 2) any injury to person or property sustained by any person, firm, or PCA caused by any act, neglect, default, or omission of PCA, its officers, employees or agents. In cases of such liabilities, claims, or demands, PCA, at its own expense and risk, shall defend all legal proceedings which may be brought against it and/or the District, its Governing Board, and/or its officers and employees, and satisfy any resulting judgments up to the required amounts that may be rendered against any of them. Notwithstanding the foregoing: (a) any settlement requiring the District to admit liability or to pay any money will require the prior written consent of the District Governing Board; and (b) the District may join in the defense with its counsel at its own expense.
 - b) The District shall hold harmless, defend, and indemnify PCA, its board, and its officers and employees, from every liability, claim, or demand (including settlement costs and reasonable attorneys' fees) which may be made by reason of: 1) any injury to volunteers; and 2) any injury to person or property sustained by any person, firm, or PCA caused by any act, neglect, default, or omission of District, its officers, employees or agents. In cases of such liabilities, claims, or demands, the District, at its own expense and risk, shall defend all legal proceedings which may be brought against it and/or PCA, its board, and its officers and employees, and satisfy any resulting judgments up to the required amounts that may be rendered against any of them. Notwithstanding the foregoing: (a) any settlement requiring the PCA to admit liability or to pay any money will require the prior written consent the PCA; and (b) the PCA may join in the defense with its counsel at its own expense.
8. PCA understands and agrees that its officers, directors, employees, contractors, subcontractors, and agents shall not be considered officers, employees, or agents of the District or its Governing Board, and are not entitled to benefits of any kind or nature normally provided to District employees. PCA further assumes the full responsibility for acts and/or omissions of PCA Board and PCA employees or agents as they relate to the services to be provided under the charter and this MOU. PCA shall assume full responsibility for payment of all federal, state, and local taxes

or contributions, including unemployment insurance (as applicable), social security, and income tax withholding with respect to employees of PCA.

- B. Other Fiscal Policies. PCA shall develop and maintain other fiscal control policies as recommended by independent certified public accountants retained by PCA to advise it on fiscal control policy matters.

VIII. SECTION 504 and the ADA

- A. Absent agreement of the parties to the contrary, PCA shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504") and the Americans with Disabilities Act ("ADA") with respect to eligible students.
- B. PCA agrees that its Section 504 evaluations will be conducted by a team or group of persons including those who are knowledgeable about the student, the suspected handicapping condition, evaluative procedures, the meaning of evaluative data, and accommodation and placement options. If PCA does not employ individuals who meet the above-listed requirements, PCA agrees to contract with an appropriately qualified agency that has experience evaluating students to determine eligibility pursuant to Section 504, at PCA's sole expense.
- C. PCA agrees to implement a Student Study Team, a regular education function, to monitor and guide referrals for Section 504 Services. PCA will develop, maintain, and implement policies and procedures to ensure identification of students who may require Section 504 accommodation(s)/modification(s), and/or placement and related services. Unless otherwise agreed between the Parties, all aspects of Section 504 compliance will be the sole responsibility of PCA.
- D. PCA shall adopt a Section 504 policy, procedure and forms.
- E. By September 1 of each year, PCA shall designate a PCA employee responsible for Section 504 compliance and notify the District Director of Special Education in writing of the name of the responsible individual.

IX. SPECIAL EDUCATION SERVICES. Special education matters are covered by a separate Memorandum of Understanding between District and PCA, dated November 12, 2013.

X. HUMAN RESOURCES MANAGEMENT

- A. Employees of PCA are solely the employees of the Charter School. As such, PCA shall have the sole responsibility for employment management, dismissal, and discipline of its employees.

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- B. PCA will conform to the laws regarding background checks and fingerprinting and credentialing. No PCA teacher shall be maintained in employment without compliance with Education Code Section 47605(1).
- C. If PCA decides to offer existing or new employees of PCA the opportunity to participate in STRS or PERS, PCA shall be responsible for making these arrangements through the County Office of Education or District, as applicable. This responsibility shall include but not be limited to any and all reporting fines and/or penalties, however they are assessed, against each and every public school, charter school, school district, county board of education and/or county office of education. PCA shall also accept and assume sole financial responsibility for any and all financial consequences flowing from the implementation of regulations, or any other action, that renders employees of PCA ineligible to participate in a governmental defined-benefit retirement plan. Pursuant to Education Code Section 47611.3, the District or County, as applicable, shall create any reports required by PCA and PCA shall reimburse the applicable entity for the actual costs of creating and submitting such reports

XI. FACILITIES

PCA recognizes that its facilities must conform to any state requirements that may be applicable to charter schools.

- A. District intends to provide space for administration and classroom use at no cost to the PCA. The school is also responsible for the maintenance and operations of its facilities, and all related expenses. Nothing herein precludes PCA from requesting facilities from the district pursuant to the term of Education Code section 47614.
- B. PCA is located at 1608 Sampson Street, Marysville, CA 95901

XII. EVALUATION OF EDUCATIONAL PROGRAMS/CONFORMANCE TO CHARTER

- A. Oversight monitoring of PCA shall be in conformance with applicable law, District Board Policy and the terms of the approved charter. At the District's request, PCA and District personnel shall meet periodically to discuss areas of concern, review and monitor records and student progress. At PCA's or District's request, PCA and District personnel shall meet within ten (10) days' notice. In addition, PCA shall furnish the District with an annual report and evaluations of its educational program as further outlined herein.

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- B. Admission. In accordance with Education Code Section 47605(d)(2) and the charter, in the event enrollment demands exceed capacity, enrollment preference, shall be in accordance with the charter.
- C. Conflict of Interest. PCA shall maintain a Conflict of Interest policy, which shall be provided to the District. This policy shall reflect compliance of the governance structure of the charter school with the California Corporations Code and the Government Code's Political Reform Act.
- D. Students' Records. PCA hereby irrevocably designates employees of the District as having a legitimate educational interest such that they are entitled to access education records of PCA students under 20 U.S.C.A. 1232g, the Family Educational Rights and Privacy Act and California Education Code 49076(b)(6) ("FERPA"), provided that access is solely for the purpose of supervisorial oversight activities required of the District. PCA, the District, and their officers, and employees shall comply with FERPA at all times.
- E. Brown Act/Public Records. PCA shall conform to the Brown Act. The Brown Act requires school boards to conduct their business in pre-announced and agendized open session unless specific conditions exist that justify the meeting of a board in closed session. In addition, all of PCA's records that relate in any way to the operation of PCA, including without limitation all of the records of the nonprofit corporation operating PCA, are deemed to be subject to the requirements of the Public Records Act (Government Code Section 6250, et seq.) as well as Education Code Section 47604.3.
- F. Legal Services/Other Services. PCA will be responsible for procuring its counsel and the costs of such service. PCA reserves the right to subcontract any and all services specified in this Agreement to the District and/or to public or private subcontractors as permitted by law and as available from the District.
- G. No Agency Relationship. No agent, employee, or servant of PCA shall be deemed to be the employee, agent, or servant of the District except as expressly acknowledged in writing by the District. PCA will be solely and entirely responsible for its acts and for the acts of PCA's agents, employees, servants, and subcontractors while acting under PCA's direction during the entire term of this agreement. The Governing Board of the District reserves the right to appoint a member to sit on the PCA Board.
- H. Severability. If any provision or any part of this agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.

- I. Notification. All notices, requests, and other communication under this agreement shall be in writing and mailed to the proper address as follows:

To the District at: 1919 B Street
Marysville, CA 95901

To the Charter School at: 1608 Sampson Street
Marysville, CA 95901

- J. Integration and Complete Agreement. This Agreement contains the entire Agreement of the Parties with respect to the matters covered hereby, and supersedes any oral understanding between the Parties with respect to the subject matter of this Agreement. No person or party is authorized to make any representation or warranties except as set forth herein. Any such representations or warranties, which are not contained herein, shall not be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements, or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement or the charter. The Parties further recognize that this agreement shall only be modified in writing and by the mutual agreement of the Parties.


- K. Signatures. Both Parties acknowledge that each of the undersigned has the power and authority to enter into a binding contract on behalf of the party so noted below. Further, both Parties agree and understand that a facsimile version of the undersigned signatures will be deemed an original signature.

PARAGON COLLEGIATE ACADEMY

Dated: _____

7/13/16

By: _____


Laura Cotney, Principal

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT

Dated: _____

By: _____

Gay Todd, Superintendent



Allyn Scott Youth & Community Center
1830 B Street, Marysville, CA 95901
Phone: 530-749-1776 Fax: 530-749-1839
E-mail: rentasycc@gmail.com
LEASE Agreement-2016-2017

This Agreement is by and between the **Allyn Scott Youth & Community Center** (hereinafter referred to as **ASYCC**) and the **Marysville Charter Academy for the Arts School** (*Lessee*).

1. Whereas, the *Lessee* desires to secure from ASTCC certain rights and privileges and to obtain use of the premises **Monday through Friday, 8:00 am to 3:00pm beginning on August 16, 2016 at 8:00am and ending on June 9, 2017 at 12:00pm.**
2. ASYCC hereby grants to the *Lessee* the right to occupy the spaces described below with a maximum attendance of N/A persons for the purposes set forth in this agreement.
3. The purpose of this occupancy shall be limited to conducting **School Classes** and for no other purpose.
 - a. Two days in August, 2016 prior to school opening for Senior Pictures
 - b. One day in June, 2016 for Senior breakfast
 - c. ***Other School Sanctioned Activities**, as use is determined, through the school year.
4. *Security/damage fee is due upon reserving the requested space within the facility.
5. A valid Certificate of Insurance (naming ASYCC as an additional insured must be presented to ASYCC by August 8, 201. The minimum coverage required is \$1,000,000.00.
6. Payment may be made in cash, check, money order or cashier check, with a \$25 service charge for any returned check. A returned check may result in cancellation of the *Lessee's* scheduled lease date. The *lessee* may avoid cancellation by covering the returned check with cash within 24 hours of the notice of cancellation due to returned check.
7. In the event that the Silent fire Alarm is pulled and it is a false alarm there will be a penalty of \$150 each occurrence.
8. The *Lessee* agrees to pay to the ASYCC the rights and privileges hereby granted in the amount and in the manner set forth below:

Description of Facility	Use Fee	Security/Damage Fee
Ballroom, Conference Room and Locked Storage Room	\$30,000.00**	\$500.00***
Total		\$30,000.00

*Other School Sanctioned Activities will be invoiced separately as events occur.

**Use Fee of \$30,000.00 does not include Other School Sanctioned Activities.

***Security/Damage Fee is already on file.

9. Security/Damage fees will be returned within 30 days from the end of the contract, if there are no damages.
 - a. If there are damages, the damages will be repaired and the costs deducted from the Security Fee prior to return of the Security/Damage Fee.
10. The *lessee* agrees to pay to ASYCC for the use of any additional equipment or fixtures and:
 - a. The cost of any damages to ASYCC property and/or utility charges, if any
 - b. The costs of the removal of any of the *Lessee* property, refuse, and/or cleanup required beyond that determined reasonable by ASYCC and in excess of the costs of the cleaning deposit.
11. The *Lessee* agrees that he/she will not sell, exchange, barter, or permit his/her employees to sell exchange, barter any permits issued to the *Lessee* or his/her employees hereunder.
12. This contract or privileges or any part thereof, cannot be assigned or otherwise disposed of without written consent of ASYCC.

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Business Services Department

Approval:

Date: 7/25/16

13. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral agreements, alterations or variations of the terms herein, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
14. In the event the *Lessee* fails to comply with the terms of this agreement
- ASYCC shall have the right to occupy the premises in any manner deemed to be in the best interest of ASYCC and the safety of the occupants
 - All monies received from the *Lessee* are non-refundable.
15. Smoking is not permitted in any part of the ASYCC Building.
16. In the event of any act of nature, state or national emergency, this agreement may be cancelled at the discretion of ASYCC.

This Agreement is not binding upon ASYCC until it has been accepted and signed by its authorized representative. In witness whereof, this agreement has been executed, by and on behalf of the parties stated herein.

ASYCC Representative


Allyn Scott Youth & Community Center
1830 B Street
Marysville, CA 95901
Phone: 530-749-1776
Fax: 530-749-1839

Lessee Representative

Marysville Charter Academy for the Arts
1917 B Street
Marysville, CA 95901
Phone: 530-749-6156
Fax: 530-741-7892

Name: Elizabeth Duran

Title: Vice-President/President-Elect

Signature 

Date 7/20/16

Name: Ryan Digiulio

Title: Assistant Superintendent of Business Services

Signature _____

Date _____



Allyn Scott Youth & Community Center
1830 B Street, Marysville, CA 95901
Phone: 530-749-1776 Fax: 530-749-1839
E-mail: rentasycc@gmail.com
ADDENDUM

Security Deposit

- A refundable security deposit of \$500.00 shall be required from the Marysville Charter Academy for the Arts School (Lessee) upon signature of the contract. In the event of insufficient quality of cleaning, ASYCC (Lessor) will use security deposit funds to have a cleaning company clean the Lessee's portion of the building. The Lessee will then be presented a copy of the invoice from the cleaning company and will have 30 days to reimburse the Lessor for the expenditure from the Security Deposit, which must maintain a funded balance of \$500 through the contract period. Failure to do this will be considered a violation of the lease agreement.
- If there are any damages caused by the Lessee to the property, the Lessor will use security deposit funds to have a contractor repair the Lessee's portion of damages. The Lessee will then be presented a copy of the invoice from the contractor and will have 30 days to pay the Lessor to bring the balance of their security deposit back to \$500. Failure to do this will be considered a violation of the lease agreement.

Janitorial

- The Lessee will be responsible for:
 1. Cleaning the Conference Room-dusting or sweeping the floor, mopping if needed, cleaning the Formica countertop, cleaning the front glass entrance door and gum removed from the floor.
 2. The Ballroom floor is to be dusted, gum removed from the floor and damp mopped if needed.
 3. The entryway to the bathrooms is to be swept or dusted and mopped, if needed.
 4. Each week the urinals, toilets, counters, mirrors and faucets are to be cleaned with a disinfectant. The bathroom floors are to be mopped with a standard cleaning agent.
 5. Each week all soap, toilet paper, and paper towel dispensers are to be refilled if needed.
 6. Spit wad will be removed from the bathroom walls, doors and ceilings.
 7. All trashcans are to be emptied and removed to the dumpster during each cleaning and replaced with fresh liners.
 8. Extra cleanings for extra rental days as needed throughout the school year
- Frequency of cleanings is to occur Tuesday and Thursday each week immediately following the cessation of classes at 2:50pm. In the case of non-use by the school on Wednesday due to holidays or other event, the janitorial services may be performed after the cessation of classes for that week.

Storage Unit

- The Lessee will be given us of one storage unit for educational materials and supplies. The Lessor is not liable for the contents of the storage unit. It is the responsibility of the Lessee to lock and secure the storage unit daily. All materials and supplies must be secured inside the storage unit. Lessor is not liable for materials or supplies not stored or secured properly in the storage unit. It is the responsibility of the Lessee to inform the Lessor if the door or lock is not functioning properly.
- Any and all supplies and props used by the school and or students are to be stored in the storage room at the close of each day and on Friday or the last day of class for the week. Failure to remove educational materials will result in Lessee being charged for the time to move items from the rooms. Please ensure that all student belongings are removed from the ballroom and conference room at the

end of each instructional day. Failure to do so will result in the Lessee being charged for the time to remove items from the rooms

Other

- All School Sanctioned Activities must be cleared through Lessor prior to use of facility. Failure to do so will result in the Lessee being charged \$50 for Lessor representative to accommodate Lessee representatives, such as opening facility, turning off alarms, unlocking storage unit, tables storage, chairs storage, janitorial storage.
- All School Sanctioned Activities must be cleaned up at the end of the activity.

Lessor Initials ED Date 7/20/16 Lessee Initials _____ Date _____

**YESCA FACILITIES MEMORANDUM OF UNDERSTANDING
BETWEEN MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND THE YUBA ENVIRONMENTAL SCIENCE CHARTER ACADEMY
-2016-17 SCHOOL YEAR-**

This YESCA Facilities Memorandum of Understanding ("MOU") is entered to into by and between the Marysville Joint Unified School District ("District"), a school district organized and existing under the laws of the State of California, and Yuba Environmental Science Charter Academy ("YESCA"), a public YESCA operated by a nonprofit public benefit corporation organized and existing under the laws of the State of California. The District and YESCA are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, California Education Code section 47614 and Title 5 of the California Code of Regulations, section 11969.1, et seq. set forth the procedural aspects of facilities requests for YESCAs;

WHEREAS, YESCA made a timely request for District facilities for the 2016-17 school year;

WHEREAS, the District responded to the timely request, and YESCA responded to the District's response pursuant to the legal process referenced in the first Recital above; and

WHEREAS, the parties mutually agreed to extend the time for the District's preliminary proposal, and ultimately agreed on in-lieu arrangements instead of provision of facilities for the 2016-17 school year;

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements described in this MOU, the District and YESCA hereby agree as follows:

I. TERM AND MODIFICATION

- A. Effective Date:** The term of this Agreement is for the 2016-17 fiscal year, commencing on July 1, 2016 and ending on June 30, 2017.
- B. Modification:** Any modification of this MOU must be in writing and executed by duly authorized representatives of the Parties specifically indicating the intent of the Parties to modify this MOU.
- C. Termination:** Upon revocation of YESCA's charter, this MOU shall be automatically terminated.

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Business Services Department
Approval:
Date: 7/20/16

II. DESIGNATED REPRESENTATIVES

- A. District:** The District's designated representative shall be the Superintendent or designee who shall have the authority to act on behalf of the District, except to the extent action by the Board of Education is legally required.
- B. YESCA:** YESCA's designated representative shall be the Principal Director.

III. IN-LIEU OBLIGATIONS

In lieu of, and in full satisfactions of its legal and statutory facilities provision obligations for the term of this MOU, the District shall provide the following:

- A.** A 3.75 FTE (3.5 hours per day) Custodian / Maintenance Worker for the current YESCA facility located at 9841 Texas Hill Rd, Oregon House, California (the "Facility");
- B.** The District's grounds crew shall maintain exterior grounds of the Facility on a weekly basis;
- C.** One (1) Twenty foot (20') long Connex storage box;
- D.** Replacement of the fire-rated door at the exterior of Room 5/6 of the Facility; and
- E.** Gravel replacement and leveling for the Facility's drop off circle, driveway, and/or parking lot (subject to remaining funding).

IV. INSURANCE

- A.** During the term of this Agreement, the YESCA shall obtain and keep in effect liability coverage as follows:
 - 1. General Liability: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - 2. Automobile Liability: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - 3. Excess Liability: \$25,000,000 per occurrence/ \$25,000,000 aggregate.
 - 4. Employer's Liability: \$1,000,000 per occurrence/ \$1,000,000 aggregate.
 - 5. Workers Compensation: as required by the State of California.
 - 6. Fiduciary Liability: \$1,000,000.
 - 7. Wrongful Acts: Including Directors and Officers, and Errors and Omissions: \$1,000,000 per occurrence/ \$1,000,000 aggregate.

- B. All policies furnished by the YESCA shall be endorsed to specifically name the District and its respective trustees, officers, employees, agents and volunteers as additional insureds, and such endorsements shall be furnished in a form satisfactory to the District. The YESCA's insurance coverage shall be primary as respects the District and its respective trustees, officers, employees, agents and volunteers, and excess coverage shall stand in an unbroken chain of coverage excess of YESCA's scheduled underlying coverage set forth above except as outlined in the Facilities Use Agreement between the parties. No special limitations shall be placed on the scope of protection afforded to the District or its respective trustees, officers, employees, agents, and volunteers. Endorsements shall include a statement that such policies shall not be cancelled, except upon thirty (30) calendar days written notice by certified mail, return receipt requested, given to the District.

INDEMNIFICATION

- A. YESCA agrees to defend, indemnify, and hold harmless the District, its Governing Board members, officers, directors, agents, and employees from any and all claims, damages, losses, causes of action, suits, and demands, including reasonable attorneys' fees and costs, incurred in connection with, arising out of, or resulting from YESCA's negligent or wrongful acts or omissions in the performance of this Agreement.
- B. The District agrees to defend, indemnify, and hold harmless YESCA, its Governing Board members, officers, directors, agents, and employees from any and all claims, damages, losses, causes of action, suits, and demands, including reasonable attorneys' fees and costs, incurred in connection with, arising out of, or resulting from the District's negligent or wrongful acts or omissions in the performance of this Agreement.

V. DISPUTE RESOLUTION

Any controversy, claim or dispute arising out of or relating to this contract shall first be submitted to the parties' designees for decision. If the designees fail to resolve the controversy, claim or dispute, within forty-five (45) days, either party may submit a request, in writing, to the other to refer the controversy, claim or dispute to non-binding mediation. The party requesting mediation shall list three (3) acceptable mediators. The responding party shall advise of its selection from the list within five (5) days of receipt. If the responding party does not find any of the three mediators acceptable, it may provide three (3) alternate mediators, from which the requesting party will select. The requesting party must advise of its selection from this list within five (5) days of receipt. If, again, there are no acceptable mediators, the requesting party shall submit a Request for Mediation to the American Arbitration Association ("AAA"), on the AAA required form, together with the required filing fee. The responding party shall reimburse the requesting party one half (1/2) of the filing fee. The Mediator (whether privately selected or selected by AAA) shall set the time of each mediation session. The mediation shall be held at any convenient location agreeable to the Mediator and the parties, as the Mediator

shall determine. All reasonable efforts will be made by the parties and the Mediator to schedule the first session within thirty (30) days after selection of the Mediator. The Mediator's fee and all applicable AAA fees shall be paid equally by the parties. Each party must be represented at mediation by a person with full authority to settle the dispute. If mediation takes place at AAA, the parties will follow the AAA Construction Industry Arbitration Rules and Mediation Procedures. The parties may be represented by counsel at Mediation. Mediation sessions are private. Only the parties and their representatives may attend Mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the Mediator. All persons who attend the Mediation shall be bound by the confidentiality requirements of California Evidence Code section 1115 et seq. The Mediator's recommendation for settlement, if any, is non-binding on the parties. Agreements reached in mediation are enforceable as provided for by governing law. Mediation under this contract shall be a condition precedent to the filing of a civil action in any State or Federal Court.

VI. NOTIFICATION

All notices, requests, and other communication under this MOU shall be in writing and mailed to the proper address as follows:

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

To YESCA at: Yuba Environmental Science Charter
Academy
P.O. Box 430
Oregon House, CA 95962

VII. MISCELLANEOUS

- A. **Amendments:** This MOU may be altered, amended, changed, or modified only by agreement in writing executed by YESCA's and the District's duly authorized representatives with a specific reference to this MOU and the section to which it alters, amends, or modifies.
- B. **Severability:** If any provision or any part of this MOU is for any reason held to be invalid and/or unenforceable or contrary to public policy, law or statute, and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
- C. **Non-Discrimination:** YESCA covenants and agrees that it shall not discriminate against any person or group thereof upon the basis of race, color, religion, sex, ancestry, physical and/or mental disability, marital status, or national origin in the operation of YESCA.

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- D. Assignment:** This MOU shall not be assigned by either party without the prior written consent of the other party.
- E. No Waiver:** No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- F. Survival:** All representations, warranties, and indemnities made herein shall survive termination of this MOU.
- G. Entire Agreement:** This MOU contains the entire agreement of the Parties with respect to the matters covered hereby, and only with respect to those matters, and supersedes any oral or written understanding or agreements between the Parties with respect to the subject matter of this Agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The Parties further recognize that this MOU shall only be modified in writing and by the mutual agreement of the Parties.
- H. Recitals:** The Parties agree that the recitals set forth above are true and correct and are incorporated as essential terms of this MOU.
- I. Governing Law:** This MOU shall be interpreted under the laws of the State of California. Any litigation filed by the Parties regarding this MOU shall be filed and heard in a court of competent jurisdiction in the County of Yuba.
- J. Signatures:** The Parties acknowledge that each of the undersigned has the power and authority to enter into a binding contract on behalf of the party so noted below.
- K. Counterparts:** This MOU may be signed in counterparts such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

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AGREED:

Dated: _____

Dr. Gay Todd
Superintendent
MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT

Dated: 7-27-2016

Kathryn Smith
Katheryn Smith
Principal Director
YUBA ENVIRONMENTAL SCIENCE
CHARTER ACADEMY

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At-Risk Student Consultant at Marysville High School
CONTRACT SERVICES AGREEMENT
School Site-Services

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on August 10, 2016 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Tom Samson (hereinafter, "CONTRACTOR"), pending Governing Board of Trustees approval. 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 **the 2016-17 school year commencing from August 10, 2016 – June 30, 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 **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 **THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO CENTS (\$37,500.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of three thousand four hundred nine dollars and nine cents (\$3,409.09), 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, **Principal Gary Cena of MHS** (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, **Tom Samson** to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and sub-consultants) 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 sub-consultants 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 sub-consultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or sub-consultant 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, sub-consultant, 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 sub-consultants. 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 sub-consultants 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 5.2.B.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 sub-consultants 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 sub-consultant 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:

Tom Samson
1581 Teesdale Court
Yuba City, CA 95991

Phone: (530) 822-9172

Fax: \

Email:

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Asst. Supt/Business Services
Phone: 749-6114
Fax: 742-0573

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

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

- 6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.17 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:**

Contractor

By: Tom Samson

By: _____
Dr. Gay Todd, Superintendent

Name: _____

Title: _____

Exhibit A

Marysville High School

Scope of Work

At-Risk Consultant Contract for 2016-17 School year

Through academic, social, and behavioral counseling, Tom Samson will assist the site in promoting increased student achievement and success.

Onsite Counseling eight (8) hours each day.

Beginning: August 10, 2016

Concluding: June 30, 2017

Payment: Monthly payments of \$3,409.09 (\$37,500.00 averaged over 11 months)

Service days: 185 Service days must be rendered in order to receive compensation equal to, but not to exceed, annual total as reflected in Agreement. An amount equal to a daily average shall be deducted from monthly total of \$3,409.09 for non-service days each month.

Services to include, but not limited to, the following:

- ❖ Student Counseling
- ❖ Community Outreach for Student Support
- ❖ Site Outreach for Student Support

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At-Risk Student Consultant at Yuba Gardens Intermediate School
CONTRACT SERVICES AGREEMENT
School Site-Services

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on August 10, 2016 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Rick Wise (hereinafter, "CONTRACTOR"), pending Governing Board of Trustees approval. 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 **the 2016-17 school year** commencing from **August 10, 2016 – June 30, 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 **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 **THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO CENTS (\$37,500.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of three thousand four hundred nine dollars and nine cents (\$3,409.09), 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, **Principal Kari Ylst of YGS** (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, **Rick Wise** 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 sub-consultants) 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 sub-consultants 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 sub-consultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or sub-consultant 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, sub-consultant, 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 sub-consultants. 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 sub-consultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants,

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

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

Rick Wise
1628 Cattail Court
Marysville, CA 95901

Phone: (530) 455-5419

Fax: \

Email:

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Asst. Supt/Business Services
Phone: 749-6114
Fax: 742-0573

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

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

- 6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.17 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:**

Contractor

By: Rick Wise

By: _____
Dr. Gay Todd, Superintendent

Name: _____

Title: _____

Exhibit A

Yuba Gardens Intermediate School

Scope of Work

At-Risk Consultant Contract for 2016-17 School year

Through academic, social, and behavioral counseling, Rick Wise will assist the site in promoting increased student achievement and success.

Onsite Counseling eight (8) hours each day.

Beginning: August 10, 2016

Concluding: June 30, 2017

Payment: Monthly payments of \$3,409.09 (\$37,500.00 averaged over 11 months)

Service days: 185 Service days must be rendered in order to receive compensation equal to, but not to exceed, annual total as reflected in Agreement. An amount equal to a daily average shall be deducted from monthly total of \$3,409.09 for non-service days each month.

Services to include, but not limited to, the following:

- ❖ Student Counseling
- ❖ Community Outreach for Student Support
- ❖ Site Outreach for Student Support

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