



School Readiness Program
Marysville Joint Unified School District
Board Presentation
January 2018

In 1998 the voters of California passed Proposition 10, the “Children and Families Act of 1998” initiative that placed a tax on tobacco products to provide funding for early childhood development programs. In Yuba County, The First 5 Yuba Commission was charged with creating a comprehensive and integrated delivery system of information and services that include promoting early childhood development, supporting parenting education, child health and wellness, early childcare and education and family support services for children ages zero through five and their families.

Since the establishment of the First 5 Yuba Commission, the Marysville Joint Unified School District has successfully been awarded the School Readiness Project Grant and it remains our priority to support the vision of the Commission in providing the highest quality services to our youngest of children and their families.

Our School Readiness Program features targeted school readiness, Literacy and Resource Workshops as well as comprehensive health screenings at our School Readiness hubs that include Cedar Lane, Linda, Ella and Johnson Park.

Focusing on family literacy and language development continues to be a significant goal at our First Five Yuba School Readiness sites. We offer the Let's Read Together curriculum that we organize around a series of workshops for parents and their children ages zero through five. Through hands-on activities, parents learn how to engage their children in positive, age appropriate ways that promote the development of early years.

The implementation of our Happy Healthy Me curriculum allows opportunities for young children to explore nutrition and physical activity concepts in a fun and interactive way. Our focus on nutrition education in these critical early years will contribute to the development of healthy eating habits and lifestyles that are forming.

Our Farm to Fork nutrition education curriculum facilitates the connection between local food systems, garden-based learning, school food service and the establishment of healthy habits. Our comprehensive materials integrate nutrition education into lessons that are specifically designed around the California Department of Education's Health Education Content Standards.

Supporting child health and wellness is a significant goal for our School Readiness Program. We are fortunate to be able to collaborate with many MJUSD District and community stakeholders to offer comprehensive health screenings that include hearing, vision, dental, immunization and insurance screenings.

As we work with the First 5 Yuba Commission and Evaluation Team, we are pleased to be able to note outcomes and results that quantifiably measure the success of our School Readiness Project. The First 5 Yuba Evaluation Team, Applied Survey Research most recently noted in the Evaluation Report for 16-17, increases in parenting knowledge and child development. Parents also demonstrated increases in their confidence in building physical skills and the skills needed for kindergarten as well as increasing the frequency with which they engage in visiting the library, singing songs/telling stories and engaging in physical activity with their children.

Please know that the doors to our School Readiness Program are always open and we invite you to visit anytime!



CONTRACT SERVICES AGREEMENT
Educational Services – Educational Resource Services

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 1/23/2018 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Educational Resource Services (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 TERM: This Agreement shall have a term of 2017-2018 commencing from **August 8, 2018–August 9, 2018**

1.3 COMPENSATION:

A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is see **Exhibit A**. (hereinafter, the "**Approved Rate Schedule**").

B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum up to **Seven Thousand Four Hundred and Sixteen Dollars and Sixty Two Cents (\$7,416.62)** (hereinafter, the "**Not-to-Exceed Sum**"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded

calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Representative, Lennie Tate (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby, Terri Lieberman to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;

- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR. (NA)
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard &

Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.

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

IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.

- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.
- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

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

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
- iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
- iv. The DISTRICT may exercise any other available and lawful right or remedy.

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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:

Educational Resource Services
3529 Woodruff Ave.
Louisville, KY 40215

Phone: 800-579-1085

Fax: 502-368-5577

Email: flj021251@aol.com

DISTRICT:

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

Phone: 749-6114

Fax: 742-0573

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

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

- 6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
- 6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
*All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.17 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.18 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.19 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.20 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

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

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Mike Hodson
Assistant Superintendent of Business Services

By: Don Fred Johnson
Educational Resource Services

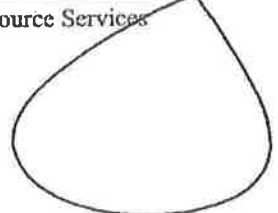


Exhibit A Scope of Work

Educational Resource Services agrees to provide 2 full days of professional development seminars covering, "Proactive Discipline for Reactive Students: Implementing Restorative Discipline and PBIS Strategies in the Classroom for Marysville Joint Unified School District on August 8-9, 2018. Educational Resource Services will coordinate plans for each presentation with a designated representative of the District and subsequently provide all necessary materials (e.g., workshop handouts) at least two weeks before the scheduled event(s).



CONTRACT SERVICES AGREEMENT
Educational Services – EvaluMetrics, INC.

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 01/23/18 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and EvaluMetrics, (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 TERM: This Agreement shall have a term of **2017-2018** commencing from **January 23, 2018 – June 30, 2018**

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **see Exhibit A**. (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum up to One Thousand five hundred thirty-four dollars and twenty-three cents (\$1,534.23) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were

performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Representative, Lennie Tate (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby, Terri Lieberman to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;

- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.
- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR. (NA)
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT’s elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best’s Insurance Guide have an A.M. Best’s rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor’s rating of no less than BBB according to the latest published edition the Standard &

Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 **VERIFICATION OF COVERAGE:** CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial wellbeing 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 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (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 in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement. (NA)

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:

EvaluMetrics, INC.
3145 Chadney Drive
Glendale, CA 91206

Phone: 855-952-9528

Fax:

Email: howard@evalumetrics.us

DISTRICT:

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

Phone: 749-6114

Fax: 742-0573

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

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

- 6.8 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 **DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS:** DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.12 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
- 6.13 **ATTORNEY'S FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.14 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.
- 6.15 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.16 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.17 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.18 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.19 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.20 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

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

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Mike Hodson
Assistant Superintendent of Business Services

By: Howard Herl
Howard Herl
President/CEO, EvaluMetrics, Inc

Exhibit A Scope of Work

CDE Data File Submission

- State data file created and uploaded to your EvaluMetrics account prior to CDE deadline of June 30
- Data corrections processed at no additional charge

Pre-ID Data Processing and Reporting

- Scantrons delivered two weeks after receiving Pre-ID file
- E-templates uploaded to our account within a week
- Pre-ID files can be submitted until 100% satisfied with student demographics and teacher information

Preliminary Report and Test Data Correction Files

- Test results proceed and uploaded to your account within days
- Corrections resubmitted until 100% satisfied with data

PowerPoint Presentation Charts

- District and school PowerPoint chart packets supplement your Physical Fitness Test results presentation

District, School and Teacher Reports

- Vibrant colors direct attention to the most important findings
- Teacher's reports include color-coded class roster results
- Report packets bundled by school for easy dissemination
- Reports customized with district logo

Student Reports

- PDF student reports are pre-sorted to meet district needs, either by teacher or alphabetically, and are provided at no charge
- Printed Student reports and shipping for additional charge

District CD

- Contains a compilation of products, including final reports, PowerPoint presentation, and data files

Help Desk Support

- Direct toll-free phone access to Dr. Herl at 855-952-9528
- Same-day email response

Cost

- 49 cents per student for scantron processing service
- 9 cents per student for student reporting
- \$1.35 per site for school reporting
- Shipping including return labels TBD

MEMORANDUM OF UNDERSTANDING

Agreement EMS #1146
2017-2018

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education**, hereinafter referred to as "**SCOE**," and **Marysville Joint Unified School District**, hereinafter referred to as "**District**."

The purpose of this MOU is to detail the roles and responsibilities of **SCOE** and the **District** in regard to delivering instructional support services to staff. Once signed by both parties, this MOU is in effect, and may be terminated by either entity in writing, but not less than seven business days prior to the first day of service.

No audio or visual recording of the services provided under this agreement may be made by any means without the advance written authorization of **SCOE**.

A. **SCOE** agrees to:

1. Provide a primary contact person and service provider(s) for all work under this MOU.

MOU Contact:	Services provided by:
Dave Chun	Jonathan Rhodea
(916) 228-2244	(916) 228-2223
dchun@scoe.net	jrhodea@scoe.net
2. Provide one 2-hour facilitation of a conversation on High School course pathways for science between principals and teachers on January 29, 2018 at 4:00 p.m.
Location of the service
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
3. **SCOE** will make every effort to accommodate changes in dates as needed, however rescheduling is not guaranteed as dates are dependent on availability.
4. Provide an evaluation of services.
5. Provide training materials. Any and all training material are the exclusive property of **SCOE**. **District** and its agents must obtain written permission from **SCOE** before it disseminates, markets, or otherwise uses the training materials.
6. Invoice **District** within 30 days of execution of this MOU:
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

MEMORANDUM OF UNDERSTANDING, Agreement EMS #1146

B. District agrees to:

1. Provide a primary contact person for all work under this MOU.
Lennie Tate
(530) 749-6902
ltate@mjud.k12.ca.us
2. Ensure the site principal/district representative is present during services.
3. Participate in an evaluation of services.
4. Provide facility for training.
5. Provide SCOE with a copy of attendance sign-in sheet upon request.
6. Provide the audio-visual equipment and table supplies.
7. Provide requested materials for participants (e.g., Teacher's Edition).

C. Fiscal: District agrees to pay SCOE \$500 within 60 days of invoicing.

D. General Provisions

1. **Indemnity.** Each party agrees to defend, indemnify, and hold harmless each of the other parties (including a party's directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omissions of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.
 - a. It is the intention of the parties that this section imposes on each party responsibility to the others for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply. This provision shall survive the termination of this agreement for any claim related to this agreement.
2. **Independent Agents.** This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
3. **Nondiscrimination.** Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
4. **Insurance.** All parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.

MEMORANDUM OF UNDERSTANDING, Agreement EMS #1146

5. **Entire Agreement.** This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.


The undersigned represent that they are authorized representatives of the parties and hereby execute this MOU. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

Sacramento County Office of Education
Nancy Herota, Ed.D.
Assistant Superintendent, Educational Services

Marysville Joint Unified School District
Mike Hodson
Assistant Superintendent of Business Services

 1/9/18
Signature Date

Signature Date

 1-8-18
Director Approval Date



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

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

For use beginning with the semester of:

☒ Fall ☐ Spring Year: 2017-18

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

Textbook(s)/Material(s) Title: Abriendo Paso Temas y lecturas/ Gramatica

Author: José Díaz and María F. Nadel Publisher: Pearson

Copyright: 2014 Price \$: \$ 83.47 ISBN #: 9780133238952

School: Lindhurst High School Teacher/Department Requesting: Lamas/ Fine Arts

Funding Source: 5292 Grade Level(s): 9-12

Title of Course/Subject: Spanish for Spanish Speakers

Course Description(s) Covered: A year-long course that emphasizes reading, writing, and critical thinking.

Projected number of books to be ordered: 36

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

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

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

☒ Yes ☐ No

If not, why not? _____

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

☒ Yes ☒ No

If not, why not? This course is only taught at Lindhurst @ this time.

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

☐ Yes ☒ No

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

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

List Major Content Standard(s) Covered:

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

See Attachment

Prerequisites/Guidance Information:

Graduation Requirement:

☒ Yes

☐ No

UC/CSU Credit:

☒ Yes

☐ No

Is this an elective class?

☒ Yes

☐ No

Course Length: One year

Credits: 10.00

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

This dual series along with the 7 seven-year licensing allows students to grow and become biliterate, bilingual and bicultural.

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

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

Department Chairperson: Maria E Lamas Date: 6/9/17 Site: LHS

Department Chairperson: Edel Borgo Date: 7/27/17 Site: MHS

Principal Approval: [Signature] LHS Date: 7/6/17 Site: LHS

Principal Approval: [Signature] MHS Date: 7/13/17 Site: MHS

Approval:

[Signature]
Lennie Tate, Executive Director of Educational Services

Date

11/16/18

☒ Approved

☐ Denied

Revised
04/08/16

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

The 5 C's

Communication, Culture, Connections, Comparisons, Communities

Communication

The communication standard stresses the use of language for communication in "real life" situations. It emphasizes, "what students can do with language" rather than "what they know about language." Students are asked to communicate in oral and written form, interpret oral and written messages, show cultural understanding when they communicate and present oral and written information to various audiences for a variety of purposes.

Cultures

Cultural understanding is an important part of world languages education. Experiencing other cultures develops a better understanding and appreciation of the relationship between languages and other cultures, as well as the student's native culture. Students become better able to understand other people's points of view, ways of life, and contributions to the world.

Connections

World languages instruction must be connected with other subject areas. Content from other subject areas is integrated with world language instruction through lessons that are developed around common themes.

Comparisons

Students are encouraged to compare and contrast languages and cultures. They discover patterns, make predictions, and analyze similarities and differences across languages and cultures. Students often come to understand their native language and culture better through such comparisons.

Communities

Extending learning experiences from the world language classroom to the home and multilingual and multicultural community emphasizes living in a global society. Activities may include: field trips, use of e-mail and the World Wide Web, clubs, exchange programs and cultural activities, school-to-work opportunities, and opportunities to hear speakers of other languages in the school and classroom.

High School Textbook/Instructional Materials Adoption

☒ Primary Textbook/Materials ☐ Supplemental Textbook/Materials
(Intervention and acceleration Materials Exempt) ☐ Updated Version
(previously board approved) ☐ Novel

For use beginning with the semester of: ☐ Fall ☒ Spring Year: 2017-2018

Textbook(s)/Material(s) Title: Health: The Basics

Author(s): Rebecca J. Donatelle

Publisher: Pearson Education Copyright: 2017

ISBN: 978-0-13-418326-8 Hard Copy Cost: 78.99

Site Funding Source: _____ Digital Cost: _____

Grades: DUAL ENROLLMENT COURSE Projected # of books: 15

Course Title(s): YC Health & Life Course ID(s): HEATH1

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

☐ Yes, _____ ☒ No

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

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

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

☒ Meets the intent of board policy and administrative regulation 6161.1

Submitted by: Bob Eckardt Date: 12-20-17

Approved by:

New primary and supplemental textbooks REQUIRE Department & Site Principal agreement that these instructional resources will be the materials used in all courses with the same content/course ID throughout the district

Lindhurst High School Department Chair N/A Date: _____

Lindhurst High School Principal [Signature] Date: 12-20-17

Marysville High School Department Chair N/A Date: _____

Marysville High School Principal N/A Date: _____

Reviewed by:

	By Phone	By Email	In Person	
<input type="checkbox"/> Marysville Charter Academy Principal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Date: _____
<input type="checkbox"/> South Lindhurst High School Principal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Date: _____
<input type="checkbox"/> Community Day School Principal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Date: _____
<input type="checkbox"/> District Parent Advisory Committee			In Person	Date: _____

will review w/ PAC on 2/22/18 for 1/12/18

☐ District School Board Approval Date: _____



CONTRACT SERVICES AGREEMENT
Educational Services – CAST, Inc

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 1/23/18 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and CAST, Inc (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 **TERM:** This Agreement shall have a term of **2017-2018** commencing from **February 8, 2018 – February 8, 2018**

1.3 **COMPENSATION:**

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **see Exhibit A.** (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum up to Five Thousand Five Hundred DOLLARS AND NO CENTS (**\$5,500.00**) (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 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, Jessica Guth (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, Madeline Reggiannini to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);

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

officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

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

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

3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial wellbeing 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 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (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 in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement. (NA)

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:

CAST, Inc
Representative, Madeline Reggiannini
40 Harvard Mills Square, Suite 3
Wakefield, MA 01880

Phone: 781-245-2212
Fax: 781-245-5212
Email: mreggiannini@cast.org

DISTRICT:

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

Phone: 749-6114
Fax: 742-0573

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

- 6.7 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 **DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS:** DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.

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

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

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

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

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

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

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

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

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

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Mike Hodson
Assistant Superintendent of Business Services

Madeline
Reggiannini
By: _____
Madeline, Reggiannini
CAST, INC

Digitally signed by Madeline Reggiannini
DN: cn=Madeline Reggiannini, o=CAST,
ou=Professional Learning,
email=reggiannini@cast.org, c=US
Date: 2018.01.11 19:27:32 -05'00'

Exhibit A Scope of Work

Universal Design for Learning (UDL) professional development for administrators on February 8, 2017.

The CAST Professional Learning (PL) team proposes to provide educators in the Marysville Joint Unified School District with customized professional learning opportunities that build capacity in the implementation and roll out of Universal Design for Learning (UDL) as a systemic framework for educational decision-making. Based on our follow-up phone conversation on November 20, 2017, CAST proposes:

- An Introduction to UDL workshop for 30 district administrators, February 8th, 2018

Professional Learning Component	Goals	Structure	Cost
Introcutiion to UDL workshop February 8 2018	<ul style="list-style-type: none"> • Be able to articulate the underlying foundations of UDL • Discuss the basic neuroscience behind the formation of the three UDL networks. • Generate applicable ideas and resources that address each of the UDL guidelines • Observe and analyze teaching videos using the UDL lens • Plan next steps in UDL learning and/or classroom implementation individually or as a team 	Full day workshop 30 District Administrators 1 CAST presenter (Jen Dee)	\$4,500 plus travel related expenses for one presenter not to exceed \$1,000



PARTNERSHIP AGREEMENT

Educational Services, Yuba Feather School – Four Winds of Indian Education, Inc.

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into on 1/23/2018 (hereinafter, the “Effective Date”), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”) and Four Winds of Indian Education, Inc., represented by Rachel McBride, Executive Director (hereinafter, “CONTRACTOR”). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Work**”). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term “Work.” CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.
- 1.2 TERM: This Agreement shall have a term from **January 23, 2018** and shall extend through the life of the program **unless either partner gives prior written notice of termination.**
- 1.3 COMPENSATION:
 - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **see Exhibit A.** (hereinafter, the “Approved Rate Schedule”).
 - B. Section 1.3(A) notwithstanding, CONTRACTOR’s total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum up to ZERO DOLLARS AND NO CENTS (**\$0.00**) (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR’s performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and

and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Representative, Lennie Tate (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby, Terri Lieberman to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;

- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR. (NA)
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by

insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial wellbeing 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.~~ The terms of this Partnership Agreement shall commence on January 23, 2018, and shall extend through the life of the program unless either partner gives prior written notice of termination. This Partnership Agreement may be modified or terminated in thirty (30) days upon written notice of intention to modify or terminate the agreement with or without cause.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

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

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
- iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
- iv. The DISTRICT may exercise any other available and lawful right or remedy.

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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:
Four Winds of Indian Education, Inc.
2345 Fair Street
Chico, CA 95928
Phone: (530) 895-4212 Ext. 110
Fax: (530) 895-4310
Email: rachel.4winds@gmail.com

DISTRICT:
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Phone: (530) 749-6114
Fax: (530) 742-0573
Email: mhodson@mjUSD.com

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

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

- 6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
- 6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.17 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.18 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.19 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.20 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

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

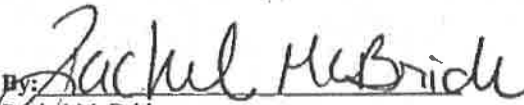
6.22 **COUNTERPARTS:** This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Mike Hodson
Assistant Superintendent of Business Services

FOUR WINDS OF INDIAN EDUCATION, INC.:

By: 
Rachel McBride
Executive Director



Four Winds of Indian Education, Inc.

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Goals, Objectives, and Outcomes are Specified and Measurable

Goal 1 To transform participating schools into high performing, culturally responsive learning communities through staff development.

Outcome 1 School and project staff, and key community members will integrate the *No Excuses University* (hereinafter *NEU*) into participating schools.

Obj. 1.1 By February 1, 2018, (and annually thereafter), 3-member Leadership Teams from each of three participating school sites will complete a 2-day Trainer of Teachers/Staff training at a *NEU* Institute following monthly study group meetings as verified through project records.

Obj. 1.2 By June 30, 2018, *NEU* consultants will provide a 1-day on-site, follow-up training to Leadership Team members and school staff at school sites as verified through project records.

Obj. 1.3 By November 1, 2018 (and bi-yearly after that), a Principal and a minimum of six Leadership Team members and/or staff representative of Project NeeSimPom and/or each school will attend the 3-day *NEU* National Convention as verified through project records.

Goal 2 To integrate Native culture and responsiveness into all communications at schools through curriculum adaptation and cultural responsiveness practices and activities.

Outcome 2 Native culture will be integrated into all project activities, and school staff will be responsive to culture, strengths, needs, and barriers among Native students and families.

Obj. 2.1 By June 30, 2018 (and annually thereafter), a 4-member Cultural Adaptation Team will complete adaptation of the *NEU* program to Native cultures and provide cultural sensitivity training for school teachers and staff as verified through project records.

Goal 3 To promote the school attendance and success of elementary and secondary children and youth through a comprehensive continuum of expanded school, family, and community supports linked to local colleges and universities and careers.

Outcome 3 Students will graduate from high school in full readiness to pursue the colleges, careers, and life opportunities of their choosing.

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Obj. 3.1 By January 1, 2018, (and annually thereafter) 100 targeted students in participating classrooms will adopt a college, university, or other postsecondary institution and will participate in a *Miss School/Miss Out* random rewards program with attendance incentives, including memorabilia from their chosen college/university as determined by project records.

Obj. 3.2 By January 1, 2018 (and annually thereafter), a minimum of 50 targeted students will be participating as *Miss School/Miss Out* Ambassadors as verified by project records.

Obj. 3.3 By February 28, 2018, the Program Specialists will have completed curriculum adaptation and Career Education trainings for K-12th grade teachers, as appropriate to grade level and as determined by project records.

Obj. 3.4 By June 30, 2018 teachers in participating K-8th grade classrooms will have completed implementation of a minimum of three career education lesson plans as verified by project records. (In Years 2-4, teachers will complete a minimum of six career education lesson plans.)

Obj. 3.5 By July 31, 2018 (annually thereafter), a minimum of 20 junior high and high school students will have completed three web-based career assessments to identify interests, values, and skills each is most suited to pursue in college and career as determined by project records.

Obj. 3.6 By June 30, 2018 (annually thereafter), the Program Specialists will have completed Career Exploration Assessment follow-up classroom and individual sessions for each participating 9th-12th grade student to help students identify career choices and related educational requirements based on their assessment results as determined by project records.

Obj. 3.7 By September 30, 2018 (annually thereafter), a minimum of 20 secondary students will have attended a Career Fair, Summer Bridge program or Summer Institute at a college or university, and/or on-the job summer environmental employment as determined by project records.

Objective 3.8 By September 30, 2018 (annually thereafter), a minimum of 100 students will have participated in expanded enrichment activities after school, in evenings/weekends, and summer.

Obj. 3.9 By August 30, 2021, the average GPA of graduating high school seniors will have increased 10% over their average GPA in ninth grade as determined by school records.

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Obj. 3.10 By June 30, 2018 (annually thereafter), Native students with chronic absenteeism averages lower than 85% in the previous school year will increase their attendance by 5% as determined by school attendance records; and average school attendance among Native students at each participating school will increase to a minimum of 85% as determined by school attendance records.

Obj. 3.11 By September 30, 2020 (and annually thereafter), enrollment in postsecondary education by the high school class of 2018 will have increased 25% over the postsecondary education enrollment of the high school class of the previous year as determined by project records.

Goal 4 Parent/Community Involvement Objectives – To promote the engagement of parents and community members in Native children’s school attendance, academic success, and career development through participation in school activities and support at home.

Outcome 4 – Collaboration between school, parents, and community representatives will increase resulting in improvement in home-school relations and increased school attendance and graduation rates.

Obj. 4.1 By June 15, 2018 (annually thereafter), a minimum of 15 parents/guardians will have enrolled in and participated as contractors in the Parent Liaison program to support students’ improved school attendance as demonstrated through project records.

Obj. 4.2 By June 30, 2018 parents and community partners from each of three participating counties will demonstrate a 10% increase in collaboration over their baseline score (and 10% over the previous year’s score in 2020 and 2021) as determined through responses to a pre/post analysis of the project-designed Community Collaboration Instrument.

Based on Scientific Research – The proposed multi-faceted demonstration program is based on current research and effective practice to support Native students, K-12th grade, in becoming successful learners, college-bound, and career-ready. It will feature four primary components based on scientific research and/or on effective programs that have been modified to be culturally appropriate for Native students. They include *Miss School, Miss Out*; *No Excuses University*; *Khan Academy*; and/or *Career Guidance and Education* as described in the following section:

Miss School, Miss Out –This student discipline and attendance approach addresses several school culture issues. It uses a system of improved staff-student interactions coupled with spontaneous, random reinforcement for school attendance, and planned celebrations for students achieving improved attendance. This program has taken into consideration the research on possible negative effects of a system that consistently rewards desired behavior (Kohn, 1994). Kohn builds on the research of Fantuzzo, et al. (1991) that notes typical classroom rewards such as stickers and stars tends to initially improve behaviors, but the desired behaviors eventually lessen as the students tire of these reinforcers. An additional concern is the reduction of altruistic behavior in students who depend on rewards for prosocial behavior (Faves et al., 1989; Grusec, 1991; Kohn 1990). Based on this research, the *Miss School, Miss Out* program randomly rewards very small increments of behavior -- the students do not know when these rewards will occur. This program has been implemented successfully with at-risk students in special education and alternative education settings in the past and has been culturally adapted to a Native population and field-tested with significant success in the Stony Creek Joint Unified School (SCJUSD) where more than half of all enrolled students are Native.

Students will receive monthly stipends as *Miss School/Miss Out* Ambassadors. As appropriate to their age, the Ambassadors will develop ownership in the success of the program through a variety of activities. They will be responsible for providing assistance to planning the Random Rewards program, including providing input into the best college or university memorabilia to purchase; arranging displays of college symbolism (e.g., flags, banners, etc.) around classrooms and in Tribal offices; mentoring younger children with attendance problems; and helping to coordinate field trips through such as activities as getting parent permission slips.

In this program, staff is coached on shifting behavior management strategies from a punishment approach to one of helping students understand their motivation for and alternatives to poor behavioral choices. Individual staff who are oriented toward punishment receive one-on-one coaching from the principal. Teachers coach students both in whole-class meetings and individually to engage in personal accountability through strategic choices. Adults interact with students and ask them questions such as: *"Were you being your best self when you made that decision?" "If you could redo the behavior, what changes could you make that would result in a better outcome for you and the other student?"* Strategies are reviewed regularly with students that include "Ignore, Walk Away," and if needed, "Get an Adult to Help." Staff is asked to review these strategies with students and to reinforce their use. Adults are also trained to be alert to students who have used the strategies but are at a point where they require adult assistance to avoid escalation of behaviors and the consequent need for intensive effort.

In the random rewards component, a teacher or another adult may visit the classroom and briefly discuss with students why attendance is important. This is followed by a small reward for each student in class that day. The rewards are typically a "school tool" to reinforce the importance of learning, and a pencil or ruler might be the reward to each student. Regret is expressed for any missing students, and the reward is not saved for any absent student with the teacher or other adult noting, "I'm sorry that _____ wasn't able to be here today. When we miss school, we miss out." Different individuals reward attendance each time so that students know that the belief that attendance is important is shared by the entire staff (e.g., aides, principal, janitorial and cafeteria staff). No-cost rewards are also used. For example, students may be let out for recess a few minutes early. Whole-class rewards will also be used. For example, if all students in a class are in attendance, the reward might be a whole class item like a new piece of playground equipment. Older students will participate in random drawings for gift cards and other developmentally-appropriate items. High school students whose attendance meets the 95% level and above will be eligible to participate in field trips. For example, at the end of 2015, students traveled to San Francisco where they walked across the Golden Gate Bridge and went to a baseball game. Parent Liaisons will be contracted for approximately 12 hours a month for services that will include increasing home-school and community-school communication and partnering with their counterparts

in *Miss School/Miss Out* Ambassador positions. In their positions, Parent Liaisons will participate in all grant activities related to objectives, as their skills, abilities, and confidence permits. They will also be eligible to participate in drawings for gift cards that all parents whose children meet attendance objectives will be eligible for.

Khan Academy (Math) – The use of *Khan Academy* as a math enrichment resource is based on current research. Researchers at SRI (Murphy, 2014) reported a positive and statistically significant relationship between use of *Khan Academy* and improved student test scores in math, lower math anxiety, and higher confidence in one's ability to do math. They also found student engagement with *Khan Academy* resources was associated with better than predicted test scores and attitudinal measures.

Khan Academy is a non-profit educational website created in 2006 with a mission to provide a free world-class education for anyone anywhere. It is supported by the Bill and Malinda Gates Foundation among other major funders and offers millions of K-12th grade students around the world math practice exercises, instructional videos, and a personalized learning dashboard that empowers learners to study at their own pace in and outside of the classroom. Students entering the site are guided from kindergarten to calculus using state-of-the-art, adaptive technology that identifies strengths and learning gaps. To engage and motivate the student in learning math, they have included an array of math-supporting insights and materials from institutions like NASA and the California Academy of Sciences to offer specialized content. Project staff will provide support for this online math resource and other educational resources to personalize math interventions for Native students based on assessment information.

New Excuses University (NEU) – The proposed use of *NEU* is based on its success as a comprehensive, whole-school reform effort. Although many school improvement strategies around the nation have been tried with only moderate success, one idea that has gained growing attention and support is that improvements in student achievement occur most frequently when there is an all-out effort to make positive, academically focused school-wide changes on behalf of all students. A recent study, "Special Strategies for Educating Disadvantaged Students" (April, 1997), noted that "Students in schools working whole-school reform tended to achieve greater gains than did students in schools attempting various pull-out programs." A growing body of

evidence suggests that working with externally developed school reform models can be a powerful catalyst for improvement when integrated into a school's overall school reform plan. (Special Strategies, 1997). Even promising school reform designs are likely to fail if they are implemented one element at a time (Ross, March 1998). In its proposed use in Project NeeSimPom, *NEU* will be adapted to Native culture, building on efforts already underway in Riverside, CA where a local school district is implementing the program as adapted to Native students. *NEU* provides the framework for educators to take action and support student learning and academic results through the implementation of six exceptional systems under the umbrella of college readiness for all. This comprehensive program is currently being used in 160 schools across the nation and positively influencing the lives of more than 100,000 students in 22 different states. *NEU*'s six exceptional systems include 1) Culture of Universal Achievement; 2) Collaboration; 3) Standards Alignment; 4) Assessment; 5) Data Management; and 6) Interventions. The Culture of Universal Achievement is grounded on the belief that every student is capable of meeting or exceeding grade level standards. When staff members believe that it is their responsibility to create success for every student, they collaborate as teams with that belief at their core. In the Collaboration phase, teacher teams will ensure that their work is aligned with standards. As they continue into Assessment, they will organize the data from common assessments in a Data Management system that is easily accessible, openly shared, and deliberately arranged. Finally, in the Intervention phase, educators will align students with meaningful interventions (academic and behavioral) that create academic results. The *NEU* program includes explicit plans for character development among student with 20 identified character traits (e.g., respect, responsibility, kindness, honesty, courtesy, etc.) as part of a bridge to college and a staff Code of Conduct that features six traits (i.e., Integrity, Respect, Responsibility, Honesty, Compassion, Stewardship) staff will be committed to modeling to students, parents, and each other.

NEU's six exceptional systems will be integrated with the nine *Principles for Creating a College Going Culture*. These Principles relate and expand upon *NEU*'s systems to better adapt schools to the needs of Native students, families, and communities. The *Principles for Creating a College Going Culture* was developed by UCLA's Melissa MacDonald and Aimee Dorr; and has been adopted by the Karuk Tribe in Northern California as part of its Demonstration Grant for Indian Children. The nine Principles include the following: College

Talk, Clear Expectations, Information and Resources, Comprehensive Counseling Model, Testing and Curriculum, Faculty Involvement, Family Involvement, College Partnerships, and Articulation. The Nine Principles are based on the extensive research into creating college-going cultures in K-12th grade schools in numerous reports and studies conducted and published by experts in the college access field including MacDonald and Dorr, (2006), McDonough (1997, 2004, 2005), McDonough & Calderone (2006), McDonough & Gildersleeve (2005), and Teranishi, Antonio, & McDonough (2004).

As part of college readiness preparation, each classroom (K-12th grade) will adopt a college or university and refer to that class by the university or college name. Similarly, Tribal offices will each adopt a university or college and incorporate college banners, cups, clothing, and other symbols to heighten and reinforce expectations for students. Parents will learn about adult education opportunities and processes for career exploration for themselves. Teachers will determine the years each grade will graduate from college and refer to them as the “Class of 20__.” Project staff and partners will develop a yearly College and Career Fair that involves colleges and community members. Each school will make a plan to take students from specific grade levels on yearly field trips to junior college campuses, four-year colleges and universities, Tribal colleges, and career technical schools through actual site visits and/or virtual tours through technology in school classrooms and Tribal technology facilities. Parents and Tribal representatives will participate in college and career readiness trips to serve as role models and to lessen apprehensions about their children leaving the community. Tribes will arrange for presenters from their respective IHE or technical school to speak about the project and college and career opportunities at Council meetings. Classrooms will display college flags and banners on classroom doors, and schools will establish Mondays as “No Excuses” day where all students wear their school shirts and Fridays as “college spirit” day where students, parents, and staff wear college apparel such as T-shirts or sweatshirts. Participation in weekly “No Excuses” day and “College Spirit” days will be mirrored in Tribal offices and the Four Winds office with staff wearing college apparel from colleges or universities they have adopted. Teachers at each grade level will integrate college awareness into classroom instruction and special events. They will incorporate college vocabulary into regular classroom instruction. For example, in 1st grade, teachers will introduce vocabulary words such as *career* and *graduate*, while in 3rd grade teachers will introduce

words and concepts such as *GPA* and *Bachelor's Degree*. Schools and Tribes will develop a list of inspirational quotes from Native leaders, have students vote on favorites, and place them prominently on campuses, Tribal offices, and Four Winds office.

Career Guidance and Education -- Comprehensive career guidance and education are essential components of effective college and career readiness program, and our project will strengthen this component by integrating cultural enrichment into career guidance and education. Career guidance, in turn, will be integrated into and complement the use of *NEU* and *Miss School/Miss Out*. Numerous studies underscore the value of career education in drop-out prevention. For example, in a 1995 study Hayward and Tallmadge reported statistical significant decreases in school drop-outs among school sites offering coordinated career and academic education. Similarly, Stern et al. (1998) cited 10 studies with findings of higher graduation rates or lower dropout rates for career academy students than students in comparison groups. Whiston, Sexton, and Lasoff (1988) found that career counseling was effective in assisting middle school children in the area of career development, while The Art & Science Group, Inc. reported in 2000 that career counselors were effective in assisting high school students with college choices.

The proposed career guidance component will be guided by standards and related competency indicators for each grade level. The following example illustrates expectations for Standards and Competency Indicators in career guidance. Under the Engagement standard where 3rd-5th grade students explore careers and the connection of school to work, they are expected to demonstrate competency in explaining the relationship of school to future careers. Similarly, under the Inspiration standard, 3rd-5th grade students are expected to demonstrate competency by identifying and learning about various cultural groups in a community. Under the same standard, 9th-12 grade students demonstrate competency by becoming aware of the education, skills, and training needed to achieve career goals.

At the elementary level, classroom teachers will implement culturally modified and developmentally-appropriate lesson plans and activities to support students' career awareness in four areas: 1) learning more about themselves; 2) understanding the world of work; 3) developing respect for all types of work; and 4) providing foundational knowledge about career clusters. To support learning in the four areas, teachers will

implement activities such as: presentations or field trips, guest speakers, door decorating contests, career games/puzzles, role playing activities, and college campus tours.

At the secondary level, teachers and the project's Program Specialists will assist students in attaining competencies using the *California Career Planning Guide* and the *California CareerZone (CCZ)*, both web-based California Department of Education career explorations systems. With the *CCZ*, students can learn about themselves and how they might match-up with 900 occupations that detail the job definition, interests, tasks, and skills. Approximately 300 of the occupations have videos showing a typical day in the life of someone in that occupation. Web-based career exploration is a powerful addition in isolated, rural communities such as ours that provide few opportunities for students to learn about a range of careers or about careers with currency in the local, state, and national job markets. Secondary teachers will also work with Program Specialists, Parent Liaisons, and *Miss School/Miss Out* Ambassadors to arrange presentations and field trips, door decorating contests, career games/puzzles, role playing activities, college campus tours, and numerous other college and career awareness enhancement activities. Students will research and make presentations on Native professionals including those in their chosen educational and career pathway; positions held; degrees attained and from what institutions; Tribal affiliation; and career highlights.

Enrichment -- Project staff will work with existing afterschool staff, Cultural Mentors from the Mechoopda Tribe, and Elders from Grindstone Rancheria and the Maidu Tribes to provide expanded opportunities for students in after school, evening, weekend, and summer experiences. In addition to academic support and health/wellness education, students will participate in hands-on activities supporting Traditional Ecological Knowledge. They will be engaged in such activities as Kids in Creeks, Adopt a Watershed, Adopt a Meadow and/or long term woodland restoration efforts involving the harvesting, planting, and protection of acorns. They will learn how to identify, harvest, and utilize myriad native plants for a variety of cultural uses. They will learn how to spear fish and raise salmon fry for later release in local creeks and rivers as the fry begin their migration to the sea. They will take field trips to historical sites such as historic Indian caves in the foothills and grinding rocks and participate in waterfowl egg protection in rice fields. Staff and community members will arrange student participation in local traditional Native events such as Bear Dance, Big Times,



Pow Wows, Round House dances, field trips to gather traditional medicine and craft materials. Program Specialists will provide students with the link between traditional activities, including those linked to Traditional Ecological Knowledge, and college degrees such as in Environmental Sciences, Archeology, Journalism, and Field Biology. Students with degrees in related fields of study will ultimately strengthen our local Tribes through creation of accomplished and self-sufficient members.

Includes Purchase Orders dated 12/01/2017 - 12/31/2017

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location After School Program (107)				
P18-02140	S & S WORLDWIDE	CLE STARS	01-4300-6010	125.21
P18-02141	S & S WORLDWIDE	COR STARS	01-4300-6010	470.04
			Total Location	595.25
Location Arboga Elementary (01)				
P18-02197	AMAZON.COM	PRESTON /Parent Area	01-4300-1100	38.80
P18-02199	AMAZON.COM	Student Attendance Incentive Awards	01-4300-1100	181.21
P18-02220	NWN CORPORATION	Printers	01-4300-3010	532.05
P18-02221	APPLE COMPUTER INC	iPad 32GB	01-4300-3010	3,055.43
P18-02245	PLANK ROAD PUBLISHING, INC	Classroom Supplies/WISEMAN	01-4300-0004	120.68
P18-02255	TROXELL COMMUNICATIONS INC	Elmo MX-1 with Writing Board	01-4300-3010	404.86
P18-02257	GOVCONNECTION, INC.	Epson Lamp for 585W	01-4300-3010	221.65
P18-02259	CDW-G COMPUTER CENTER	Projector Install Items Attn: B. West	01-4300-3010	404.10
P18-02260	OFFICE DEPOT B S D	Projector Install Items Attn: B. West	01-4300-3010	102.36
P18-02261	TROXELL COMMUNICATIONS INC	Smartboard Brake Attn: B. West	01-4300-3010	20.57
P18-02276	AMAZON.COM	Laptop Screen/WEST	01-4300-3010	49.62
P18-02283	WOODWIND AND BRASSWIND	Classroom Supplies /WISEMAN	01-4300-0004	134.54
			Total Location	5,265.87
Location Business Services (106)				
P18-02127	Clifford Moss LLC	Provide Professional Services	01-5801-0000	80,575.00
P18-02303	Northwest Capital Recovery Grp	Utilities Audit Findings	01-5801-0000	1,835.05
			Total Location	82,410.05
Location Categorical (203)				
P18-02284	Mattress Firm	Homeless Family Caloca	01-4300-9010	437.30
P18-02313	WAL-MART COMMUNITY BRC	Materials for Program	01-4300-9010	80.00
			Total Location	517.30
Location Cedar Lane Elementary (05)				
P18-02156	TFD Unlimited, LLC	Office	01-4300-1100	595.38
P18-02170	RAYMOND GEDDES & CO INC	Classroom incentives	01-4300-1100	190.30
P18-02191	Sac Ice	Ice Machine Repair	01-5641-1100	671.93
P18-02219	APPLE COMPUTER INC	iPad 32GB	01-4300-0003	1,697.46

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Cedar Lane Elementary (05) (continued)				
P18-02282	PENWORTHY / MEDIA SOURCE	Peggy	01-4200-1100	663.24
			Total Location	3,818.31
Location Charter Academy For Fine Arts (42)				
P18-02150	JOSTENS INC AWARDS DIVISION	Yearbook Installment	09-4300-9010	961.06
P18-02192	PRECISION 1 SCREENPRINTING AND EMBROIDERY	Shirts	09-4300-9010	1,076.45
P18-02193	PRECISION 1 SCREENPRINTING AND EMBROIDERY	Teacher Shirts	09-4300-9010	332.29
P18-02198	LIFETRACK SERVICES, INC	Graduation Surveys	09-5801-0000	714.00
P18-02207	PRECISION 1 SCREENPRINTING AND EMBROIDERY	8th Grade	09-4300-9010	398.97
P18-02232	J.W. PEPPER & SON, INC	Supplies - Band	09-4300-1100	71.62
P18-02236	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	36.75
P18-02237	CALIFORNIA CHARTER SCHS ASSOC	CCSA Membership	09-5310-0000	3,056.00
P18-02262	PSAT/NMSQT	PSAT	09-4300-0000	336.00
P18-02277	IVS Computer Technology	Chromebook Cart	09-4410-1100	1,460.56
P18-02278	CDW-G COMPUTER CENTER	Projector Install Items	09-4300-1100	131.61
P18-02279	TROXELL COMMUNICATIONS INC	Projector	09-4410-1100	1,212.40
P18-02281	American Assoc. of Univ. Women Attn: June McJunkin	Fees	09-5890-0000	138.00
P18-02290	Simon M. Dahm	Sound	09-5801-0000	225.00
P18-02296	Pearson Education	Texts - McBride	09-4100-0000	3,993.45
P18-02298	MENDEZ FOUNDATION	Supplies - Mathews	09-4300-0000	645.12
			Total Location	14,789.28
Location Child Development (51)				
P18-02129	AMAZON.COM	Olivehurst Pre Supplies Rm C Heidi Oliver	12-4300-6105	34.02
P18-02147	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Cedar Lane Pre Supplies Dao Scott	12-4300-6105	139.64
P18-02149	CCDAA	KWoods	12-4300-6105	332.78
P18-02206	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Linda Preschool Supplies	12-4300-6105	806.37
			Total Location	1,312.81
Location Community Day School (54)				
P18-02194	ADVANCED DOCUMENT CONCEPTS	Community Day Copier Maint 17-18 SY	01-5621-0003	1,274.98
			01-5621-1100	425.02
			Total Location	1,700.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Covillaud Elementary (09)				
P18-02164	ABC SCHOOL EQUIPMENT	Mini Blinds for room P109	01-4300-1100	154.55
P18-02177	OFFICE DEPOT B S D	COV Admin supplies	01-4300-1100	40.27
		Total Location		194.82
Location Custodial Supervisor (206)				
P18-02299	J.C. NELSON SUPPLY COMPANY	Custodial Supplies	01-4320-0000	999.15
Location Dobbins Elementary (11)				
P18-02166	CDW-G COMPUTER CENTER	Projector Install Item	01-4300-3010	26.77
Location Edgewater Elementary (12)				
P18-02184	OFFICE DEPOT B S D	Teacher Chair	01-4300-1100	329.62
P18-02250	IVS Computer Technology	Chromebook Cart	01-4410-3010	1,460.56
P18-02327	GENERAL BINDING CORP	Laminator Service	01-5641-9010	700.00
		Total Location		2,490.18
Location Ella Elementary (13)				
P18-02138	TROXELL COMMUNICATIONS INC	Elmo Tablet	01-4300-3010	248.98
P18-02264	WAL-MART COMMUNITY BRC	Seasonal Supplies	01-4300-1100	400.00
		Total Location		648.98
Location Facilities (66)				
P18-02223	Mid Pacific Engineering, Inc.	8157 - Edgewater Restroom	01-6230-0010	7,921.00
P18-02224	Mid Pacific Engineering, Inc.	8187-Marysville High School Scoreboard	01-6230-0010	4,102.00
P18-02302	Mid Pacific Engineering, Inc.	8075-LHS Quad (Seat Wall)	01-6180-0010	3,196.00
		Total Location		15,219.00
Location Foothill Intermediate (35)				
P18-02135	AMAZON.COM	FHS	01-4300-3010	155.75
P18-02208	CROWN AWARDS	FHS	01-4300-1100	32.51
P18-02216	IVS Computer Technology	Chromebook Cart	01-4410-3010	1,460.56
P18-02235	AMAZON.COM	FHS	01-4300-1100	87.68
P18-02286	PERMA BOUND	FHS / Library	01-4200-3010	3,189.07
P18-02291	J.W. PEPPER & SON, INC	FHS - Music	01-4300-1100	154.99
P18-02318	Riverside Technologies Inc.	14" Chromebooks	01-4300-3010	9,195.46

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Foothill Intermediate (35) (continued)				
P18-02325	AMAZON.COM	FHS	01-4300-3010	43.28
Total Location				14,319.30
Location Health/Nurse (205)				
P18-02248	MID VALLEY SOUND	DENTAL VAN	01-4410-9014	898.35
Location Indian Education (108)				
P18-02190	MYERS-STEVENSON & CO INC	Ham Shoot Dec.9, 2017	01-5890-9010	35.00
Location Instruction (IMC) (110)				
P18-02134	NATIONAL SCIENCE TEACHERS ASSOCIATION	NGSS Books for training	01-4300-0000	1,533.41
P18-02217	The National Academies Press	Next Generation Science Standards	01-4300-0000	1,161.03
P18-02227	AMAZON.COM	Effective Data Visualization Book	01-4300-0000	96.95
P18-02315	PARENT INSTITUTE FOR QUALITY EDUCATION	PIQE training for parents	01-5801-4201	6,500.00
P18-02328	SACRAMENTO COUNTY OFFICE OF ED ATTN: FINANCIAL SERVICE	Clear Admin Credential Program	01-5801-4035	7,500.00
Total Location				16,791.39
Location Johnson Park Elementary (15)				
P18-02211	DEMCO	Library supplies	01-4300-9010	101.04
P18-02230	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Lusardi supplies	01-4300-0003	62.76
P18-02234	SCHOLASTIC	Library books	01-4300-9010	750.00
P18-02252	TEC-COM	JPE Door and IP Cameras	01-4300-0004	2,200.06
			01-4410-0000	1,435.00
			01-4410-0004	5,404.94
P18-02326	Mansion Schools	Safety equipment	01-4300-0004	507.01
P18-02329	PERIPOLE, INC	Music supplies	01-4300-0004	1,186.39
P18-02330	SCHOOL FIX	No Parking Signs	01-4300-1100	216.16
P18-02331	CARSON-DELLOSA PUBLISHING CO., INC	Common Core supplies	01-4300-3010	186.73
P18-02333	AMAZON.COM	Lusardi's class	01-4300-0004	273.86
Total Location				12,323.95
Location Kynoch Elementary (17)				
P18-02144	School Life	BRAG TAGS, HONOR ROLL	01-4300-0004	317.36
P18-02317	Riverside Technologies Inc.	HP 4GB 11" Chromebooks	01-4300-0004	1,118.79

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Linda Elementary (19)				1,436.15
P18-02131	BRAIN POP	Brain Pop 1 year subscription unlimited access	01-5801-0003	2,395.00
Location Lindhurst High (43)				
P18-01272	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Classroom Supplies/Culinary	01-4300-0004	220.96
			01-4410-0004	2,737.56
P18-02132	MAC'S APPLIANCE PARTS AND SERVICE	Culinary Repair	01-5641-0004	172.50
P18-02133	Mil-Bar Plastics, Inc.	Classroom Supplies/ROTC	01-4300-9010	290.62
P18-02146	AMAZON.COM	Bulletin Boards for Attendance	01-4300-0000	314.10
P18-02165	MJB WELDING SUPPLY	Classroom Supplies/Moss	01-4300-7010	67.57
P18-02169	AMAZON.COM	Classroom Supplies/Swarm	01-4300-6500	15.37
P18-02173	AMAZON.COM	Classroom Supplies/Peterson	01-4300-0000	426.85
P18-02178	AMAZON.COM	Classroom Supplies/Technology	01-4300-0003	149.44
P18-02195	AMAZON.COM	Table	01-4300-0000	245.76
P18-02228	AMAZON.COM	Classroom Supplies/Technology	01-4300-0003	157.72
P18-02231	TFD Unlimited, LLC	Classroom Supplies	01-4300-0003	228.15
P18-02233	MYERS-STEVENSON & CO INC	FFA to Nationals	01-5890-0000	43.75
P18-02256	AMAZON.COM	Classroom Supplies/Hutchinson	01-4300-0003	148.74
P18-02258	AMAZON.COM	Classroom Supplies/Moss	01-4300-0003	143.89
P18-02272	MUSIC THEATRE INTERNATIONAL	Classroom Supplies/Sleigh	01-5801-0003	900.00
P18-02273	Miles Treaster & Associates	LHS Meeting Room Chairs	01-4300-0000	767.12
P18-02275	AMAZON.COM	Classroom Supplies/Spangler	01-4300-0004	129.56
P18-02288	Boombah, Inc.	Athletic Supplies/Softball	01-4300-0004	3,210.44
P18-02289	AMAZON.COM	Classroom Supplies/Culinary	01-4300-0003	358.08
P18-02307	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh	01-4300-0003	546.31
P18-02309	AMAZON.COM	Classroom Supplies	01-4300-0003	85.51
Total Location				11,360.00
Location Loma Rica Elementary (21)				
P18-02160	LOOKOUT BOOKS	Library Books	01-4200-0003	170.66
P18-02161	AMAZON.COM	Library Books	01-4200-0003	114.85

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Loma Rica Elementary (21) (continued)				
P18-02239	OFFICE DEPOT B S D	Teacher Chair	01-4300-1100	329.62
Total Location				615.13
Location Maintenance (63)				
P18-02130	AIR FILTER SUPPLY	MAINTENANCE/HVAC DISTRICT WIDE	01-4300-8150	1,000.00
P18-02168	Carpet II Inc. DBA Premier Floors	MAINTENANCE/STAFF LOUNGE	14-5642-0000	1,993.55
P18-02222	Guerin Backflow Testing	MAINTENANCE/VARIOUS/OPUD	01-5801-8150	1,270.00
P18-02249	SIEMENS BUILDING TECHNOLOGIES	MAINTENANCE/YGS/LHS/EDGE	01-5642-8150	8,950.00
P18-02254	VOLTAGE SPECIALISTS	MAINTENANCE/MCKENNEY/FOOTHILL	01-5642-8150	1,365.00
P18-02266	VOLTAGE SPECIALISTS	MAINTENANCE/MHS AG BARN	01-5642-8150	435.00
P18-02297	FLETCHERS PLUMBING & CONTRACTING INC.	MAINTENANCE/OLIVEHURST	01-5642-8150	2,430.00
P18-02301	HORIZON SAFETY DISTRIBUTING	MAINTENANCE/LOMA RICA	01-4300-8150	97.43
P18-02304	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/FOOTHILL FILTER PERMIT 2018	01-5890-8150	155.82
P18-02305	L & H AIRCO	MAINTENANCE/MCKENNEY	01-5801-8150	312.50
P18-02306	KING CLOTHING	MAINTENANCE/TROWER	01-4300-8150	167.68
P18-02308	WALKER'S OFFICE SUPPLIES	Maintenance Office	01-4410-8150	5,271.74
P18-02311	GOLDEN BEAR ALARMS	MAINTENANCE/FOOTHILL	01-5801-8150	45.00
P18-02312	CARPET CLEARANCE CENTER	MAINTENANCE/YUBA FEATHER	01-4300-8150	297.99
P18-02322	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/MHS POOL PERMIT 2018	01-5890-8150	545.37
P18-02334	Carpet II Inc. DBA Premier Floors	MAINTENANCE	01-5642-8150	4,315.83
Total Location				28,652.91
Location Marysville High (45)				
P18-02128	Capital Lumber Company	Woodshop Supplies	01-4300-0004	170.42
			01-4300-9010	857.96
P18-02148	SCHOOL SPECIALTY	Student Chairs	01-4300-0000	3,398.18
P18-02174	ALPHA CERAMIC SUPPLIES, INC.	Ceramics Materials	01-4300-0004	1,153.19
P18-02183	AMAZON.COM	Keyboard for Chromebook - Webb	01-4300-0000	97.01
P18-02200	ZYtech Solutions, Inc.	Screen for Dean Allen	01-4300-0000	176.44
P18-02225	AMAZON.COM	Canopy Girls Soccer	01-4300-9010	248.92
P18-02265	GOPHER SPORT	PE Supplies	01-4300-0004	847.09
P18-02294	Kustom Imprints	PBIS Shirts	01-4300-0004	312.55

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P18-02319	HOME DEPOT	Joyner's Shelves	01-4300-0004	60.92
P18-02320	MYERS-STEVENS & CO INC	Natural Resources to Recology	01-5890-0004	77.00
Total Location				7,399.68
Location McKenney Intermediate (37)				
P18-02157	PETER HALL'S INSTRUMENT REPAIR	INSTRUMENT REPAIR	01-5641-0004	500.00
P18-02179	ACP DIRECT	TESTING HEADPHONES	01-4300-0003	4,078.73
P18-02180	WARDS NATURAL SCIENCE	THOMPSON	01-4300-0003	577.35
P18-02181	AMAZON.COM	ED GRANT	01-4300-9010	491.17
P18-02182	AMAZON.COM	ED GRANT	01-4300-9010	440.27
P18-02185	GOVCONNECTION, INC.	Epson Projector Lamps	01-4300-0003	1,284.08
P18-02186	North State Screenprinting	STAFF POLO SHIRTS	01-4300-1100	1,530.57
P18-02187	SCHOLASTIC	LIBRARY	01-4200-0004	985.08
P18-02189	SCHOLASTIC BOOK FAIRS	BOOK FAIR	01-4200-0004	1,106.22
P18-02196	AMERICAN LIBRARY PREVIEW RIVERCENTER BUILDING	LIBRARY	01-4200-0004	2,327.69
P18-02244	AMAZON.COM	HEADPHONE BINS	01-4300-1100	207.80
P18-02246	DALE R. FOX	PIANO TUNING	01-5641-0004	120.00
P18-02253	FLINN SCIENTIFIC INC	SCIENCE	01-4410-0004	1,515.77
P18-02287	Learning by Design, LLC	Professional Development	01-5801-3010	15,000.00
P18-02316	Riverside Technologies Inc.	14" Chromebooks	01-4300-3010	71,461.88
P18-02332	CDW-G COMPUTER CENTER	97H Projectors	01-4300-3010	995.90
Total Location				102,622.51
Location Nutrition Services (73)				
P18-02126	SCHOOL SPECIALTY	LHS Kitchen Mgr Chair	13-4300-5310	348.02
P18-02152	Bay State Milling	Direct Order for Warehouse Inventory	13-9325-5310	3,460.00
P18-02213	Sysco Sacramento, Inc.	Direct Order for Whs Inv, Confirmation 37746	13-9325-5310	717.15
P18-02214	LAND O'LAKES, INC	Special Direct Order for Warehouse Inventory	13-9326-5310	5,655.49
P18-02247	Mark D. Fratis	Student Refund	13-9325-5310	2,633.60
P18-02263	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-5892-5310	55.50
P18-02268	PILGRIM'S PRIDE CORPORATION	Direct Order for Warehouse Inventory	13-9325-5310	710.00
		Direct Order for Warehouse Inventory	13-9325-5310	9,172.80

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P18-02269	TRI-L MANDARIN RANCH	Mandarins for Distribution to Kitchens	13-4716-5310	9,200.00
P18-02270	ULINE.COM	Shrinkwrap for Warehouse Shipping	13-4300-5310	464.15
		Total Location		32,416.71
Location Olivehurst Elementary (25)				
P18-02240	WEST MUSIC	OLV Music	01-4300-0000	95.14
P18-02241	AMAZON.COM	OLV Music	01-4300-0004	64.94
		Total Location		160.08
Location Print Shop (67)				
P18-02310	CDW-G COMPUTER CENTER	Monitors	01-4300-0000	471.31
Location Pupil Services (202)				
P18-02163	AMAZON.COM	APE for student wheel chair bound	01-4300-6500	45.19
P18-02172	AMAZON.COM	medicine cabinet for Johnson Park School	01-4300-0000	96.18
		Total Location		141.37
Location Purchasing (104)				
P18-02142	EGP Business Solutions	Tax Forms	01-4300-0000	956.06
P18-02212	AMAZON.COM	Mail Cart	01-4410-0000	722.38
P18-02285	USDA FOREST SERVICE C/O CITIBANK	Rental/YFS 17-18 SY	01-5630-0000	538.73
		Total Location		2,217.17
Location South Lindhurst (47)				
P17-02777	EDTECHTEAM, INC.	Google 3/13/17	01-5801-4035	4,000.00
P18-02159	SUTTER COUNTY SCHOOLS	Day in the Forest 1	01-5890-1100	195.00
P18-02175	CALIFORNIA ASSN FFA Attn: Jennifer Stockton	Leadership packets	01-4300-7010	901.00
		Total Location		5,096.00
Location Student Discipline/Attendance (109)				
P18-02209	Brinkers Welding and Metal Fab	Door safety for Browns Valley	01-4300-0000	277.38
P18-02295	CENTER FOR EDUCATION AND EMPLOYMENT LAW	Deskbook Encyclopedia of American School Law	01-4300-0000	167.73
		Total Location		445.11
Location Technology (102)				
P18-02218	AMAZON.COM	2018 Calendars	01-4300-0000	147.53
P18-02226	FFA LINDHURST HIGH SCHOOL	Computer Server hangers	01-4300-0000	540.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Technology (102) (continued)				
P18-02321	CDW-G COMPUTER CENTER	Wireless Access Points	01-4410-0000	2,911.26
P18-02323	CDW-G COMPUTER CENTER	WiFi Materials	01-4300-0000	316.13
P18-02324	CDW-G COMPUTER CENTER	Warrant Check Toner	01-4300-0000	287.22
Total Location				4,202.14
Location Transportation (69)				
P18-02136	VERIZON WIRELESS	Kyocera Phone	01-4300-0240	9.90
P18-02137	VERIZON WIRELESS	Kyocera Cadence	01-4300-0240	9.90
P18-02139	MARIN PAINTING	TRANSPORTATION/REPAIRS	01-5641-0230	3,085.00
P18-02162	KING CLOTHING	Work shirts for Javier Vega	01-4300-0230	103.86
P18-02171	DENNIS SCHMALL TOOLS	TRANSPORTATION/Parts	01-4364-0230	500.00
P18-02210	DURHAM PENTZ TRUCK CENTER	TRANSPORTATION/Parts	01-4364-0230	500.00
P18-02238	MID VALLEY SOUND	Bus radio	01-4300-0230	452.21
Total Location				4,660.87
Location Warehouse (71)				
P18-02151	US GAMES	Warehouse Stock 17-18 S.Y.	01-9320-0000	305.48
P18-02153	MEDCO SUPPLY COMPANY	Warehouse Stock 17-18 S.Y.	01-9320-0000	318.26
P18-02154	Everything Medical	Whs Stock 17-18 SY	01-9320-0000	151.94
P18-02155	SOUTHWEST SCHOOL & OFFICE SUPPLY	Whs Stock 17-18 SY	01-9320-0000	959.27
P18-02176	BMH EQUIPMENT INC	supplies	01-4300-0000	39.94
P18-02215	CASH & CARRY	Warehouse Stock 2017-18 S.Y.	01-9320-0000	300.30
P18-02280	HILLYARD - SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	5,806.39
P18-02292	SHADD JANITORIAL SUPPLY	Warehouse Stock 2017-18 S.Y.	01-9320-0000	680.78
P18-02300	SOUTHWEST SCHOOL & OFFICE SUPPLY	Whs Stock 17-18 SY	01-9320-0000	220.18
P18-02314	J.C. NELSON SUPPLY COMPANY	Warehouse Stock 17-18 S.Y.	01-9320-0000	163.67
Total Location				8,946.21
Location Yuba Feather K-6 (29)				
P18-02229	HOME DEPOT	Yuba Feather School Custodial	01-4320-0000	108.24
P18-02271	CDW-G COMPUTER CENTER	Laptop	01-4410-3010	990.85
Total Location				1,099.09
Location Yuba Gardens Intermediate (39)				

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Yuba Gardens Intermediate (39)				
P18-02143	AMAZON.COM	JOHL/WATERSGATES	01-4300-3010	271.98
P18-02167	SCHOOL SAVERS	Calculators	01-4300-0003	184.20
P18-02201	UNION LUMBER COMPANY	ROE/GATES	01-4300-0003	339.68
P18-02202	AMAZON.COM	MULTI TEACHERS	01-4300-0003	169.68
P18-02203	AMAZON.COM	ESSAR/GATES	01-4300-0003	1,942.01
P18-02204	AMAZON.COM	CROSBY/GATES	01-4300-0003	408.62
P18-02205	AMAZON.COM	LOCKLIN/GATES	01-4300-6500	68.17
P18-02251	VANDEN CORPORATION	M JONES/GATES	01-4300-6690	1,189.31
P18-02267	AMAZON.COM	CLARK/GATES	01-4300-0003	78.12
P18-02274	AMAZON.COM	STRICKLAND/GATES	01-4300-1100	614.68
Total Number of POs			Total Location	5,266.45
			Total	393,959.65

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	1	4,000.00
Total Fiscal Year 2017			4,000.00
01	Gen Fund	174	339,447.30
09	Chtr Schs	16	14,789.28
12	Child Dev	4	1,312.81
13	Cafeteria	9	32,416.71
14	Def Maint	1	1,993.55
Total Fiscal Year 2018			389,959.65
Total			393,959.65

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P18-00114	450.00	01-5910	Gen Fund/Postage	20.00
P18-00165	1,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P18-00173	18,000.00	01-4364	Gen Fund/Tools/Part	5,000.00
P18-00185	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P18-00219	7,000.00	01-4300	Gen Fund/Mat&Suppli	2,000.00
P18-00337	9,313.00	01-5450	Gen Fund/Other Insu	929.00
P18-00819	5,300.00	01-4300	Gen Fund/Mat&Suppli	3,000.00
P18-00820	1,100.00	01-4300	Gen Fund/Mat&Suppli	600.00
P18-00957	22,500.00	01-4300	Gen Fund/Mat&Suppli	7,500.00
P18-01006	900.00	01-5890	Gen Fund/Other Serv	400.00
P18-01055	10,000.00	01-4300	Gen Fund/Mat&Suppli	4,820.14
P18-01064	6,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P18-01129	30,000.00	13-4716	Cafeteria/Produce	10,000.00
P18-01389	85,000.00	13-4717	Cafeteria/FoodPurcSch	35,000.00
P18-01521	302.75	01-4300	Gen Fund/Mat&Suppli	39.00
P18-01684	1,129.84	01-4300	Gen Fund/Mat&Suppli	8.60-
P18-01725	302.10	01-4300	Gen Fund/Mat&Suppli	87.35
P18-01849	276.66	01-4300	Gen Fund/Mat&Suppli	76.13
P18-02104	1,100.90	13-4300	Cafeteria/Mat&Suppli	448.16-
Total PO Changes				71,514.86

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PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No.: 80
Date of Project Authorization: January 23, 2018
District Program No: TBD
Architect's Project No.: 2018-TBD

This Project Authorization is issued pursuant to the "Architectural Services Agreement – Master Agreement", dated 10th of February, 2015 by and between the Marysville Joint Unified School District and Rainforth Grau Architects (hereinafter referred to as the 'Agreement'), and is considered as an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize Rainforth ■ Grau ■ Architects (hereinafter referred to as the 'ARCHITECT') to provide professional services on the following project:

1. PROJECT DESCRIPTION

- 1.1 Name: Lindhurst High School Culinary Arts Lab exhaust hood and fire system
1.2 Location(s): Lindhurst High School

2. SCOPE OF WORK / BUDGET / SCHEDULE

- 2.1 Work Statement: New Culinary Arts exhaust hood with Ansul fire suppression system. The new hood (approximately eight feet long) will require: additional disconnects, power, mechanical ductwork, structural mounting reinforcing, makeup air unit and systems commissioning.
The construction documents will include duct sizing and coordination, duct insulation values, fresh air requirements sizing and placement, exhaust air requirements sizing and placement, noise reduction requirements, air balancing capability, evaporation coil design, and air system controls strategy.
As part of our base fee we will include detailed cost estimating. One cost estimate will be provided at the completion of construction documents.
- 2.2 Initial Construction Budget: \$100,000
- 2.3 Preliminary Schedule Milestones: To be determined


3. ARCHITECT'S SERVICES & CONSULTANTS

- 3.1 The Architect shall provide basic services for the following phases of Services:

☐ Pre-Design
☐ Site Analysis
☒ Schematic Design
☒ Design Development
☒ Construction Documents
☒ Bidding and/or Negotiation
☒ Construction Administration
☒ Post-Construction
☒ Commissioning

- 3.2 The Architect shall provide the following consultant services as part of the base fee:

☐ Civil Engineer
☒ Structural Engineer
☒ Mechanical/Plumbing Engineer
☒ Electrical Engineer
☒ Cost Estimating
☐ Food Service Consultant

Business Services Department
Approval: 
Date: 1/29/18

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

- 3.3 The Architect shall provide the following consultant services as additional fee (fee basis to be identified herein):

☐ Theater Consultant
☐ Audio/Visual Consultant
☐ Acoustic Engineer/Designer
☐ Traffic Engineer
☐ Pool Consultant

4. ARCHITECT'S COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the ARCHITECT by the DISTRICT for the Project.

- 4.1 The ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.
- 4.2 The DISTRICT shall compensate the ARCHITECT in accordance with the Agreement and this Authorization.
- 4.2.1 For Architect's Services, compensation shall be computed as follows:
Hourly with a Not to Exceed: \$28,000. The amount determined by the Architect's Fee Schedule "W" (attached) as applied to personnel hours of the Architect's staff and his consultants engineer and such Reimbursable Expenses as noted on the Schedule
- 4.2.2 For Additional Services, compensation shall be determined per the Agreement.
- 4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement and may not exceed 5% of the compensation of ARCHITECT's Services per 4.2.1.
- 4.2.4 The ARCHITECT'S Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated in the project schedule.

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS


- 5.1 The ARCHITECT shall be paid additional fee for the following services:
If DSA close-out services are requested or needed for uncertified buildings we will provide this service on a T&M basis.
- 5.2 Special provisions for this project include:
Proposal and fee is based on normal structural reinforcing and capacity of existing utilities to service new systems. Extensive upgrades to structural systems of utility serviced will be considered additional services. This cannot be determined until the conclusion of schematic design

This Project Authorization is hereby approved, with the listed consultants, if any in Sections 3.2 and 3.3

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Date: _____



Timothy R. DeWitt, C-23405
Principal Architect
Date: 1/9/18