

May 8, 2018

Ms. Susan Cherry
9515 Palomino Trail
Browns Valley, CA 95918

MJUSD
Personnel Dept.
MAY 10 2018

RECEIVED



Ramiro Carreon
Assistant Superintendent of Personnel Services
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901

Dear Mr. Carreon,

I am writing to inform you that it is my intent to retire from my teaching position at Marysville High School at the close of the current teaching year, on June 9, 2018. It has been my great pleasure to serve this district for the past eighteen years, and it is very difficult for me to leave this service.

As an education specialist for the district, I have felt privileged to work toward the education of all students. An education specialist who is truly doing the job must not only be a classroom teacher, but also write and rewrite curriculum to provide individualized delivery to a great variety of student needs. This curriculum must align not only to Common Core standards, but also, in my case, to Next Generation Science Standards. This extra work is doable, but combined with expectations for delivery of services to a caseload of roughly twenty-five students with IEPs, it is nearly impossible to meet this challenge. Education specialists need to have time given for keeping IEP work current. If, in addition to this, a teacher is given three or sometimes four different preps, this single person cannot hope to do well on all aspects of the job.

It is my deepest hope that our school board and district staff will come to the realization that there must be some paid time for education specialists to accomplish the job that they are expected to do. If not done well, the legal ramifications continue to grow each year, and fewer teachers will be available to take on these roles.

Sincerely,



Susan L. Cherry

CC: Dr. Gay Todd, Toni Vernier, Shevaun Mathews, MJUSD board

MJUSD
Personnel Dept.
APR 27 2018

RECEIVED

March 6, 2018

Dr. Gay Todd
Mr. Ramiro Carreon
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Dear Dr. Todd and Mr. Carreon:

Please accept this letter as formal notification that I will be retiring at the end of my current contract, which is June 30, 2018. It has truly been an honor and privilege to serve the students, teachers, and parents of this amazing district for the past 27 years. I am extremely grateful for the growth-producing experiences I have been afforded through my numerous positions within the Marysville Joint Unified School District and appreciate the ongoing support and encouragement you have provided over the years.

As I transition into retirement, I am interested in continuing to build capacity in others to positively impact student learning. Therefore, I would like to take advantage of the Early Retirement Incentive offered by our district and if possible, continue my work with beginning teachers to fulfill the responsibility that is outlined within the incentive. I realize that this will require an approved plan, as well as your valuable insights and vision to best meet the needs of our newly hired teachers. If this opportunity is a viable option, I will look forward to discussing the possibilities with both of you in the near future.

Behind my desk is a beautiful, handmade chalkboard given to me by the Browns Valley School PTA Board that reads, "It's a beautiful thing when a career and a passion come together." This genuinely reflects my journey as an educational leader; thank you both for sharing this journey with me.

Appreciatively,

Lisa Goodman

Lisa Goodman

482

May 1, 2018

MJUSD
Personnel Dept
MAY 4 2018

RECEIVED

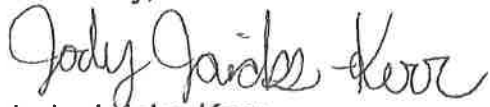
Dear Mr. Eckardt,

Please accept this letter as my formal notice of resignation from my current position as Education Specialist (Math 1, Careers, Co-Teach and Study Skills) at Lindhurst High school, effective at the end of the school year 2018. I completely intend to fulfill my duties thru the end of the 2017-18 school year as a part of the Special Education Team.

After much consideration, I have decided to continue my teaching career in special education with pre-school students. I truly believe that intervening with children within the first 3-5 years of their lives, makes the greatest impact on their future. I hope that those I serve never cross your path, or if they do, that they are well on their way to being responsible young adults.

I will miss the great number of personal connections with students and staff that I have made over that past two years, and it is with a heavy heart that I leave my current position. Please accept my gratitude for helping to make my time at LHS so rewarding.

Sincerely,



Jody Jaicks-Kerr

Ramiro Carreon

From: Stephanie Meyer <smeyer@mjusd.k12.ca.us>
Sent: Thursday, May 10, 2018 11:57 AM
To: Ramiro Carreon
Cc: Kari Ylst
Subject: Resignation as of June 8, 2018

MJUSD
Personnel Dept
MAY 10 2018
RECEIVED

Good Afternoon Mr. Carreon,

First off, I would like to take a moment to thank you for the amazing opportunities that you and MJUSD have provided me through my 5 years of teaching in this district; it truly has felt like one big family. However, I am saddened to announce that June 8, 2018 will be my last day. My life has experienced some amazing changes and I would like to decrease my commute time, so I recently applied and accepted a job in the Loomis Unified School District.

Thank you for all your support,
Stephanie L. Meyer
Physical Science Teacher
Yuba Gardens Intermediate

(530) 741-6194 ext: 7123

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MJUSD
Personnel Dept

MAY 07 2018

RECEIVED

May 1, 2018

Dear Mr. Carreon,

I wish to thank the MJUSD for the opportunity to make a difference in the lives of the students at Linda School these past 22+ years. It is time to begin a new chapter in my life so I respectfully submit my letter of retirement to be effective ~~August 5, 2018~~ I would like to take part in the early retirement benefit program.

Pete and I will continue to support the Performing Arts efforts in the District.

Sincerely,

Janet Van Alstyne

Janet Van Alstyne

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MAY 10 2018

RECEIVED

Dear Mr. Eckardt

Resignation from post of Education Specialist at Lindhurst High School

I wish to confirm that I am resigning my post of education specialist at Lindhurst High School. I have accepted a position at Live Oak Unified School District for the 2019/19 school year.

I would like to thank you and the rest of the teachers at LHS.

Sincerely,



Zachary Wood

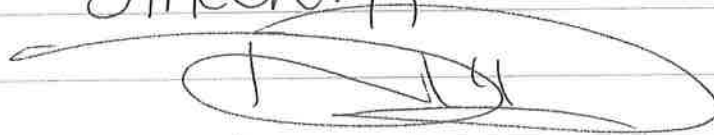
APR 30 2018

RECEIVED

4.27.18

I, Danielle Doron am
resigning from my employment
with Marysville Unified School District
effective April 27, 2018 with the STARS
after school program. Thank you so
much for the wonderful opportunity
to be able to work with such an
amazing place.

Sincerely,



Danielle Doron
4/27/18

MJUSD
Personnel Dept

MAY 04 2018

RECEIVED

Andrea Torres
11270 Holiday Dr.
Clipper Mills, CA 95930
April 20, 2018

Duane Triplett
Principal, Yuba Feather Elementary School
Marysville Joint Unified School District
18008 Oregon Hill Rd
Challenge CA 95925

April 25, 2018

Dear Mr. Triplett:

It is with a heavy heart that I submit my resignation as paraprofessional for the kindergarten class effective at the end of the 2017-2018 school year, June 8th, 2018.

At this time in my life it has become extremely important for me to finish my education. My goal is to finish my bachelor's degree and get my teaching credential in the next couple of years. In order to obtain this goal, I am finding it difficult to work in my current position and go to school.

I am saddened to leave this position. I have loved working in the kindergarten class, they are so much fun. I thoroughly enjoy my coworkers. I greatly appreciate the opportunity to serve in this capacity for Yuba Feather Elementary School and Marysville Joint Unified School District.

Because I am a member of this community and will continue to be on campus, I will continue to promote Yuba Feather Elementary and its ideals. I am happy to help in any way to make the transition run smoothly for Ms. Quilty and staff.

Sincerely,



Andrea Torres
Para-Educator

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MJUSD
Personnel Dept

APR 25 2018

RECEIVED

Gordon Zenger

April 25, 2018

Mr. Carreón
Assistant Superintendent
Personnel Services
Marysville Joint Unified School District

Dear Mr. Carreón;

I, Gordon Zenger give my resignation of employment. My last day of employment with Marysville Joint Unified will be July 31, 2018. I want to thank MJUSD for many years of employment. After 22 years, it is time to retire.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gordon Zenger", followed by a long horizontal line.

Gordon Zenger
Maintenance III

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Schedule A

Company Address 121 NW Everett St.
Portland, OR 97209
US

Created Date 4/26/2018

SF Quote Number 00002963

License Start Date 6/1/2018

License End Date 5/31/2019

Prepared By Scott Coffee
Email scott.coffee@nwea.org

Contact Name Richard Sullivan
Phone (530) 741-8191
Email rsullivan@mjud.k12.ca.us

Bill To Name Olivehurst Elementary School
Bill To 1778 McGowan Pkwy
Olivehurst, CA 95961
USA

Ship To Name Olivehurst Elementary School
Ship To 1778 McGowan Pkwy
Olivehurst, CA 95961
USA

Product Description	Sales Price	Quantity	Total Price
Online MAP Administration	\$1,000.00	1.00	\$1,000.00
MAP Growth Math, Reading, & Language	\$0.00	300.00	\$0.00
MAP Growth Math, Reading, & Language	\$13.50	350.00	\$4,725.00
Total Price			\$5,725.00

Notes

MAP Growth and MAP Growth K-2 licenses can be mixed to meet the needs of the district. We can determine license distribution at time of implementation at no cost. Will be providing a pilot period starting May 1st - June 30th for 300 licenses at no cost. Billing cycle to start June 1st 2018 through May 31st 2019. This is a busy period, so please allow at least two weeks for set up. Please return signed Schedule A as soon as possible to limit delays.

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

NWEA's Privacy and Security Policy for Student Information can be found at: <https://legal.nwea.org/NWEA%20Privacy%20and%20Security%20for%20PII%20Sept%2024%202014.pdf>

NWEA's W9 can be found at: <https://legal.nwea.org/NWEA%20W-9.pdf>
Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

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Measuring What Matters™

Signature: _____

Signature: _____

Date: _____

5/22/2018

Printed Name: _____

Title: _____

Michael Hodson

Assistant Superintendent
of Business Services

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SERVICES AGREEMENT

This Agreement is entered into on May 22, 2018 by and between Marysville Joint Unified School District ("Client") and Capitol Advisors Group, LLC ("Contractor"), a California limited liability company.

RECITALS

WHEREAS, Contractor has experience and expertise in assisting school districts and county offices with compliance matters in general and has developed services specifically related to demonstrating compliance with the mandate block grant, and is willing and able to perform services desired by Client; and

WHEREAS, Client desires services and consulting related to compliance with the mandate block grant program and the mandate claim reimbursement process.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Term of Agreement. The initial period of this Agreement shall be July 1, 2018 through June 30, 2019. At the end of this term the Agreement shall be automatically renewed annually unless terminated by either party pursuant to section 4 below. This Agreement may be modified (including modification of the scope of work and/or compensation) by the parties through mutual written agreement.
2. Description of Services. Contractor agrees to provide services to Client as identified in Exhibit A, "Description of Services," attached to this Agreement and incorporated by reference.
3. Compensation.
 - a. Total compensation to Contractor shall be \$11,000, paid in quarterly installments of \$2,750 on the first day of each quarter for the contract period; July 1 through September 30; October 1 through December 31; January 1 through March 31; April 1 through June 30.
4. Termination. Either party may terminate this Agreement, with or without cause, effective upon thirty (30) days prior written notice to the other party. In case of termination, the Client shall be liable for all fees described under section 3 above, including approved travel expenses, up to the termination date.
5. Independent Contractor. The parties agree that Contractor is an independent contractor. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, association or any other relationship except that of independent contractor.

6. Limitation on Liability; Indemnification.

- a. Each party shall defend, indemnify and hold harmless the other party, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses and threats thereof (collectively, "Claims") arising out of or in connection with this Agreement, except that a party need not defend, indemnify and hold harmless the other party against Claims finally determined to have arisen solely from the other party's gross negligence or willful misconduct.

7. Notices to the Parties. All notices required or permitted under this Agreement shall be in writing and delivered by reliable and common methods as follows:

To Capitol Advisors Group, LLC:

Kevin Gordon, President
925 L Street, Suite 1200
Sacramento, California 95814
916-557-9745
kevin@capitoladvisors.org

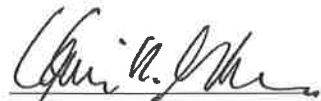
To Marysville Joint Unified School District:

Mike Hodson, Assistant Superintendent, Business Services
1919 B Street
Marysville, CA 95901
530-749-6115
mhodson@mjud.k12.ca.us

8. Waiver. No failure to exercise and no delay in exercising any right, remedy, or power, under this Agreement or by law, shall operate as a waiver of such right, remedy or power.
9. Legal Costs. If any party to this Agreement shall take any action or proceeding to enforce this Agreement, the losing party shall pay to the prevailing party a reasonable sum for all fees, costs and expenses (including attorneys' fees) incurred in bringing such suit and/or enforcing any judgment granted.
10. Governing Law. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
11. Entire Agreement. The terms of this Agreement are intended by the parties to be in the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. No change or waiver of any provision of this Agreement shall valid unless made in writing and executed in the same manner as this Agreement.

12. Severability. If any term or provision of this Agreement shall be found illegal or unenforceable, such term or provision shall be deemed stricken and the remaining elements of this Agreement shall remain in full force and effect.

This Agreement is duly executed as of the date written above:



Kevin Gordon, President
Capitol Advisors Group, LLC

Date: 5/8/18

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

Date: _____

EXHIBIT A
Description of Services

- Joseph Rombold, Compliance Services Manager, will lead and coordinate delivery of the following;
- Review Client application of California education code and regulations for all programs identified by the California Department of Education (CDE) as being included in the Mandate Block Grant (MBG) for the applicable fiscal year. Includes providing Client with comprehensive report regarding client's application of code and regulations for all MBG programs. Report shall include breakdown of statutory requirements, assessment of compliance and applicable supporting documentation for each program. Report to be provided in hard copy and electronic form.
- Advise, assist and prepare Client annual, late or amended mandated cost claims on programs outside the Mandate Block Grant for which the filing deadline falls within the agreement period.
- Advise, assist and prepare Client initial (test) mandated cost claims on programs outside the Mandate Block Grant for which the filing deadline falls within the agreement period.
- Advise and assist Client in establishing cost-tracking methodologies for initial (test) claims on programs outside the Mandate Block Grant, which were introduced within the agreement period but for which a filing deadline has not been established.
- Conduct Client visit(s) and interviews, in-district and remotely (phone/internet), for purposes of documenting and understanding client application of codes and regulations contained in the Mandate Block Grant, assess compliance, and identify and gather supporting documentation.
- Conduct Client visit(s) in order to provide training as necessary or as requested.
- Advise and assist District in the event of a California state agency inquiry and/or audit of any program contained within the Mandate Block Grant for the applicable Fiscal Year.
- Advise and assist District in the event of State Controller's Office inquiry and/or audit of any mandated cost claim(s) filed outside the Mandate Block Grant without respect to whether the claim(s) were filed with Contractor assistance or not.
- Advise and assist District in the amendment of any claim(s) filed with the State Controllers Office, for which the period to amend the claim remains open.
- Provide Client update(s) on relevant legislative issues and proposals related to pension and retirement costs. Report(s) will analyze recent CalSTRS and CalPERS decisions and previews forthcoming retirement issues that will impact school employers.
- Provide Client updates on relevant legislative issues and proposals related to the Mandate Block Grant Program and the Mandated Cost Claim filing program.



EVENT BOOKING AGREEMENT

PLEASE SIGN AND RETURN THIS AGREEMENT TO:

Galaxy Mobile DJs

2281 Clearbrook Circle

Roseville, CA 95747

Cell: (916) 412-3398 Toll-Free: (877) 994-5994 Fax: (877) 994-5994

Email: matt@galaxymobiledj.comWebsite: www.galaxymobiledj.com

Agreement made on 4/26/2018 between
Galaxy Mobile DJs and:

Jennifer Campbell (Cust #)
McKenney Intermediate School
1904 Huston St
Marysville, CA 95901
Home: 530-680-2024 Work: 530.741.6187 x. 2381

Services Provided	Price
Middle School	\$600.00
(Qty 4) Extra speakers	\$0.00
(Qty 3) Wireless Microphone	\$0.00
Tax:	\$0.00
Total amount for services:	\$600.00

Deposit of \$0.00 is paid

Printed on 4/26/2018

To provide services for the above client on the date of 6/7/2018 between the hours of 7:00 PM to 9:30 PM for a Middle School to be held at the following location(s):
Jennifer Campbell in Marysville

Required Deposit of \$0.00.

WITNESSETH

NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

1. The Purchaser hereby engages the DJ to provide a DJ Service. The service to be performed at Event Location.
2. Galaxy Mobile DJs hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned location.
3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format.
4. Galaxy Mobile DJs hereby agrees to render its professional services and is at all times to have complete control of his program.
5. The Parties hereby agree that the DJ service shall be provided and accepted on the following date(s) and time(s) of the engagement.
6. The Purchaser in consideration of the DJ Service to be rendered by the DJ, and the mutual promises contained herein, hereby agrees to pay to the DJ the following consideration:

The deposit amount is non-refundable and is required to secure the services of Galaxy Mobile DJs for the engagement. This amount shall be applied toward the Performance Fee. Services requested that exceed the outlined time frame will be charged at the rate of \$100.00 per hour, payable the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

Balance is to be paid in full on or before date of above mentioned event.

7. Galaxy Mobile DJs will make all attempts to accommodate specific DJ performer requests by the customer. However, Galaxy Mobile DJs cannot guarantee specific DJs will be available for this event, and will provide an equal / experienced backup in case of emergency.

Additional Terms and Conditions The agreement of the DJ to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by Galaxy Mobile DJs to find replacement entertainment at the agreed upon fees. Should Galaxy Mobile DJs be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Galaxy Mobile DJs liability shall be exclusively limited to an amount equal to the performance fee and that Galaxy Mobile DJs shall not be liable for indirect or consequential damages arising from any breach of contract. All deposits are non-refundable and is either (\$195) or (25%) of the total balance whichever is the higher amount. A service canceled between thirty (30) and zero (0) days prior to the event will forfeit the full balance (100%) immediately. Additionally PURCHASER has the right to reschedule the event within thirty (30) days of original date less the original paid deposit at the discretion of availability. PURCHASER also will be billed for parking when free parking is not available. This fee will be added to final bill.

The purchaser and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Purchaser breaches the contract, he or she shall pay the DJ the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.

It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the DJ, or property of the DJ, while on the premises of said engagement, if damage is caused by Purchaser or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

It is understood that if this is a "Rain or Shine" event, Galaxy Mobile DJs compensation is in no way affected by inclement weather. For outdoor performances,

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Purchaser shall provide overhead shelter for setup area (to prevent rain and direct sun). The DJ reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. The DJ's compensation will not be affected by such cancellation.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to Galaxy Mobile DJs staff or any equipment in its possession, Galaxy Mobile DJs reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), Galaxy Mobile DJs shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether Galaxy Mobile DJs resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Galaxy Mobile DJs reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser shall provide Galaxy Mobile DJs with safe and appropriate working conditions. This includes a 16-foot by 6-foot area for setup, space for setting up speakers and lighting stands. Galaxy Mobile DJs requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to DJ's equipment due to improper power is the responsibility of the purchaser. Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement. Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, and fire marshal if necessary (for use of fog).

The Purchaser shall at all times have complete control, direction and supervision of the performance of Galaxy Mobile DJs at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of Galaxy Mobile DJs performer. A written event/music planner or music request list must be received from the Purchaser and forwarded to Galaxy Mobile DJs at least two weeks prior to the date of the engagement for it to be included in Galaxy Mobile DJs programming guidelines. With or without the aid of an event/music planner or music request list, Galaxy Mobile DJs shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Galaxy Mobile DJs will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement.

In the event of non-payment, Galaxy Mobile DJs retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Galaxy Mobile DJs. Purchaser shall be charged \$25 for each returned check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that Galaxy Mobile DJs will be ready to perform at the start time of the engagement. No guarantee is made as to Galaxy Mobile DJs time of arrival; however, Galaxy Mobile DJs requests that they be permitted (60-90) minutes before the engagement and 45 minutes after the engagement for setup and takedown. Galaxy Mobile DJs also requests ramp or elevator access between the parking/service entrance and the setup area. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$50.00. If Purchaser or venue requires Galaxy Mobile DJs to complete setup more than one hour before the start time, or to postpone takedown more than one hour after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour.

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.

The laws of the State of California shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Placer County.

Purchaser agrees to defend, indemnify, assume liability for and hold Galaxy Mobile DJs harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Galaxy Mobile DJs performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party.

Purchaser may not transfer this contract to another party without the prior written consent of Galaxy Mobile DJs.

This agreement is not binding until signed by both Purchaser and Galaxy Mobile DJs has received it. Any changes must be written and signed by both the Purchaser and Galaxy Mobile DJs. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

Galaxy Mobile DJs may elect not to exercise their rights as specified in this agreement. By doing so, Galaxy Mobile DJs does not waive their right to exercise those options at a future date.

Galaxy Mobile DJs may take photo and video footage. This may be used only for promotional purposes. If you do not give consent please print and return this contract with a line through this paragraph.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Agreed: Matthew D. Deutchman Date: 5/3/2018
Galaxy Mobile DJs Representative

Agreed: Michael Hodson Date: _____
Client Signature Assistant Superintendent
of Business Services

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CONTRACT SERVICES AGREEMENT
(Student Discipline & Attendance – Alice Ruth Bolton)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this on May 22, 2018 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Alice Ruth Bolton of Sacramento, California (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 commencing from May 25, 2018 and concluding May 25, 2018. Nothing in this Section shall operate to prohibit or otherwise restrict the DISTRICT's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION: CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of ONE THOUSAND DOLLARS AND 00/100 CENTS (\$1,000.00) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR when the Work is completed, which is the final day of the contract, May 25, 2018. The invoice from the CONTRACTOR must be presented prior to this date for payment to occur. The DISTRICT may pay prior to May 25, 2018 upon receipt of the invoice and its discretion. 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 the Superintendent and Jolie Carreon, Director Student Discipline and Attendance (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 designates Ruthie Bolton, self, 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.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's

employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 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.
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.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law.

CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.

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

V. TERMINATION

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

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C 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 developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate

and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 **FINGERPRINTING.** CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 **DRUG FREE WORKPLACE CERTIFICATION.** CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 **FALSE CLAIMS ACT.** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.6 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Ruthie Bolton
P.O. Box 341090
Sacramento, CA 95834
Email: ruru525@aol.com
916-275-7143

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Jolie Carreon, Director of Student Discipline and Attendance
Phone: 530-749-6901
Email: jcarreon@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.

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- 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 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.
- 6.10 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.11 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.
- 6.12 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.
- 6.13 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.14 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.
- 6.15 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.16 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.
- 6.17 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.
- 6.18 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.
- 6.19 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.
- 6.20 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.

6.21 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: _____
Michael Hodson, Asst. Supt. of Business Services

Alice Ruth Bolton


By: 
Name: Ruthie Bolton
Title: Misnty Am High

EXHIBIT A
Scope of Services

ALICE RUTH BOLTON MOTIVATIONAL PRESENTATIONS

Friday, May 25th, 2018 at South Lindhurst Continuation School 8:30-10:00 a.m.
Friday, May 25th 2018 at Community Day School 11:00-12:30 p.m.

Alice "Ruthie" Bolton shares her story of overcoming obstacles and challenges and becoming a professional women's basketball player and Olympian. Her story inspires to never give up on your dreams.

Ruthie Bolton

Alice Ruth "Ruthie" Bolton (born May 25, 1967), also known by her former married name of **Ruthie Bolton-Holifield**, is an American former professional women's basketball player. Born in Lucedale, Mississippi, she played at the collegiate, Olympic and professional levels of women's basketball. Bolton played in the Women's National Basketball Association (WNBA) from 1997 through 2004 with the Sacramento Monarchs. She played collegiately at Auburn University, teaming with her older sister, Mae Ola Bolton. Bolton has also served as a first lieutenant in the United States Army Reserves as a transportation officer.

Contents

- USA Basketball**
- Auburn statistics**
- Current activities**
- References**
- External links**

USA Basketball

Bolton was named to the team representing the USA at the World University Games held during July 1991 in Sheffield, England. While the USA team had won gold in 1983, they finished with the silver in 1985, in fifth place in 1987, and did not field a team in 1989. The team was coached by Tara VanDerveer of Stanford. After winning opening games easily, the USA faced China in the medal round. The USA shot only 36% from the field, but limited the team from China to 35%, and won 79–76 to advance to the gold medal game. There they faced 7–0 Spain, but won 88–62 to claim the gold medal. Bolton was the team's leading scorer with 14 points per game, just ahead of Lisa Leslie's 13 points per game.^[1]

In 1994, Bolton-Holifield was named to the national team which competed in the World Championships in Sydney, Australia. The team was coached by Tara VanDerveer. The team won their early games, then advanced to the medal rounds and faced Brazil. Despite 17 points from Bolton-Holifield and 29 from Katrina McClain, the USA fell 110–107 when Brazil hit ten of ten free throws in the final minute. The USA went on to defeat Australia 100–95 to claim the bronze medal.^[2]

Ruthie Bolton



Bolton in 2017

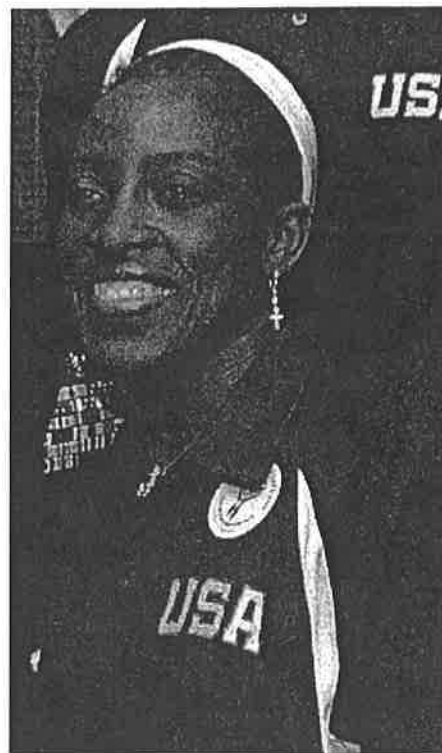
Personal information	
Born	May 25, 1967 <div>Lucedale, Mississippi</div>
Nationality	American
Listed height	5 ft 9 in (1.75 m)
Listed weight	137 lb (62 kg)
Career information	
High school	McLain (McLain, Mississippi)
College	Auburn (1985–1989)
WNBA draft	1997 / Allocated
	Selected by the Sacramento Monarchs
Playing career	1997–2004
Position	Guard
Number	6
Career history	
1997–2004	Sacramento Monarchs

Current activities

After being released by the Monarchs as an active player in 2005, she returned to the Monarchs to work in their front office, specializing in public relations. In 2004 and 2005, she served as the head coach for the women's basketball team at William Jessup University, a California Pacific Conference school in Rocklin, California. Currently Bolton is the head coach for women's basketball at Vacaville Christian High School in Vacaville, California; she also dabbles in gospel singing.

Ms. Bolton has also been an active participant in the SportsUnited Sports Envoy program for the U.S. Department of State. In this function, she has traveled to Australia, China, Moldova, Kazakhstan, Papua New Guinea, and Saudi Arabia to conduct basketball clinics for approximately 1300 youth and women worldwide. In so doing, Bolton helped contribute to SportsUnited's mission to promote greater understanding and inclusion through sport and supported the U.S. foreign policy goal of advancing the status of women and girls around the world.^{[7][8][9]}

She currently lives in Elk Grove, California.



Bolton wearing a Team USA jersey in April 2006

References

1. "Fifteenth World University Games -- 1993" (<http://www.usab.com/history/world-university-games-womens/fifteenth-world-university-games-1991.aspx>). USA Basketball. Archived (<https://web.archive.org/web/20150907023628/http://www.usab.com/history/world-university-games-womens/fifteenth-world-university-games-1991.aspx>) from the original on 7 September 2015. Retrieved 12 October 2015.
2. "Twelvth [sic] World Championship For Women -- 1994" (https://archive.is/20131013180639/http://www.usab.com/womens/national/wwc_1994.html). USA Basketball. Archived from the original (http://www.usab.com/womens/national/wwc_1994.html) on 2013-10-13. Retrieved 13 Oct 2013.
3. "Games of the XXVIth Olympiad -- 1996" (https://archive.is/20131013180716/http://www.usab.com/womens/national/woly_1996.html). USA Basketball. Archived from the original (http://www.usab.com/womens/national/woly_1996.html) on 2013-10-13. Retrieved 13 Oct 2013.
4. "Thirteenth World Championship For Women -- 1998" (<http://www.usab.com/history/national-team-womens/thirteenth-world-championship-for-women-1998.aspx>). USA Basketball. June 10, 2010. Archived (<https://web.archive.org/web/20150905203810/http://www.usab.com/history/national-team-womens/thirteenth-world-championship-for-women-1998.aspx>) from the original on 5 September 2015. Retrieved 19 October 2015.
5. "Games of the XXVIIth Olympiad -- 2000" (https://archive.is/20131013183708/http://www.usab.com/womens/national/woly_2000.html). USA Basketball. Archived from the original (http://www.usab.com/womens/national/woly_2000.html) on 2013-10-13. Retrieved 13 Oct 2013.
6. "Auburn Media Guide" (http://grfx.cstv.com/photos/schools/aub/sports/w-baskbl/auto_pdf/2016-17/prospectus/prospectus.pdf) (PDF). Retrieved 2017-09-08.
7. "Sports Envoys and GSMP alumna Karo Lelai team up in Papua New Guinea – Empowering Women and Girls Initiative" (<http://globalsportswomen.org/blog/sports-envoys-and-gsmp-alumna-karo-lelai-team-up-in-papua-new-guinea>). *Empowering Women and Girls Initiative*. Retrieved 2016-05-01.
8. "U.S. Mission Brings WNBA Athletes for Sports Envoy Program in Kazakhstan | Astana, Kazakhstan - United States Diplomatic Mission" (<https://web.archive.org/web/20151004141024/http://kazakhstan.usembassy.gov/pr-06-07-13.html>). *kazakhstan.usembassy.gov*. Archived from the original (<http://kazakhstan.usembassy.gov/pr-06-07-13.html>) on 2015-10-04. Retrieved 2016-05-01.

Bolton continued with the national team to the 1996 Olympics in Atlanta, Georgia. Bolton was the leading scorer in the game against the Ukraine, with 21 points. She helped the team win all eight games to win the gold medal for the USA team. Bolton averaged 12.8 points per game and led the team in steals with 23.^[3]

The national team traveled to Berlin, Germany in July and August 1998 for the FIBA World Championships. The USA team won a close opening game against Japan 95–89, then won their next six games easily. In the semifinal game against Brazil, the USA team was behind as much as ten points in the first half. Bolton hit a three pointer in the second half to give her team the lead, as part of a 16-point scoring effort, and the USA went on to win 93–79. The gold medal game was a rematch against Russia. In the first game, the USA team dominated almost from the beginning, but in the rematch, the team from Russia took the early lead and led much of the way. With under two minutes remaining, the USA was down by two points when Bolton hit a three pointer to give the USA a lead. Russia tied the game, but Bolton hit another three to give the USA a lead they would not give up. The USA held on to win the gold medal 71–65.^[4]

Bolton continued with the national team to the 2000 Olympics in Sydney, Australia. The USA won all eight games, including the gold medal game against host Australia to win the gold medal. Bolton averaged 5.0 points per game.^[5]

Auburn statistics

Source^[6]

Career highlights and awards

- 2× WNBA All-Star (1999, 2001)
- All-WNBA First Team (1997)

Stats (<http://www.wnba.com/player/ruthie-bolton>) at WNBA.com

Stats (<https://www.basketball-reference.com/wnba/players/b/boltonu01w.html>) at Basketball-Reference.com

Women's Basketball Hall of Fame (<http://www.wbhof.com/Bolton.html>)

Medals

Women's Basketball Olympic Games

🏅 1996 Atlanta Team Competition

🏅 2000 Sydney Team Competition

World University Games

🏅 1991 Sheffield Team Competition

FIBA World Championship for Women

🏅 1994 Sydney Team Competition

🏅 1998 Berlin Team Competition

Legend

GP	Games played	GS	Games started	MPG	Minutes per game
FG%	Field goal percentage	3P%	3-point field goal percentage	FT%	Free throw percentage
RPG	Rebounds per game	APG	Assists per game	SPG	Steals per game
BPG	Blocks per game	PPG	Points per game	Bold	Career high

Year	Team	GP	Points	FG%	3P%	FT%	RPG	APG	SPG	BPG	PPG
1985-86	Auburn	30	296	53.3%	--	62.8%	4.8	1.4	1.6	0.0	9.9
1986-87	Auburn	33	275	52.1%	--	73.5%	2.9	2.3	1.6	0.0	8.3
1987-88	Auburn	35	335	54.7%	62.5%	74.1%	3.1	6.1	2.0	0.1	9.6
1988-89	Auburn	34	270	44.6%	37.5%	61.8%	4.2	5.7	2.3	0.0	7.9
TOTAL	Auburn	132	1176	51.1%	50.0%	68.8%	3.7	4.0	1.9	0.0	8.9

511

Embrace your Journey

by Ruthie Bolton
Email: ruru525@aol.com

1-916-275-7143

Invoice No. MJS. DISTRICT_5_25

INVOICE

Customer

Name Marysville Joint Unified School District Attention Jolie Carreon
Address
City Marysville State CA ZIP
Phone

Misc

Date 5/25/2018
Order No.
Rep Ruthie
FOB

Qty	Description	Unit Price	TOTAL
2	Speaking Engagement - Two school Motivational events	\$ 500.00	\$ 1,000.00
		SubTotal	\$ 1,000.00
		Shipping	
		TOTAL	\$ 1,000.00

Payment

Select One...

Tax Rate(s)

Comments
Name
CC #
Expires

Office Use Only

one copy to customer and one for records SIGNED BY Ruthie Bolton x: Mighty Aim High

THANK YOU FOR YOUR SUPPORT

5/2

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name as shown on your income tax return. Name is required on this line. Do not leave this line blank.
Alia Ruth Beith

2 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
☐ Individual sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C or S corporation, S or C partnership) in the space below.
☐ Other (see instructions) h

3 Address, including street, and apt. or suite no. (See instructions).
P.O. Box 241090

4 City, state, and ZIP code.
SMC, LG 95824

5 List account number(s) here (optional):

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number
4126 377 0305

or
Employer identification number
123456789

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contribution to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here [Signature] Date 3/20/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/formw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-1 (tuition)
 - Form 1099-C (cancelled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you may be subject to backup withholding. See What Is Backup Withholding, later.

Marysville Charter Academy for the Arts

Marysville Joint Unified School District

Tim Malone, Principal

A California Distinguished School



MARYSVILLE CHARTER ACADEMY FOR THE ARTS

Amendment to Agreement for Robert Vander Ploeg

Both parties agree that the not-to-exceed amount for the Board approved agreement on 8/08/2017 shall be increased from \$22,000.00 to \$25,858.25. Robert Vander Ploeg will provide an additional 98 days, 1.5 hours per day at \$26.25 per hour in order to provide additional Martial Arts instruction.

Contractor Name Robert Vander Ploeg

Contractor Signature R Vander Ploeg

Authorized Signature Tim Malone

Date: 4/30/18

District Acceptance _____

Mike Hodson, Assistant Supt. of Business Services

Business Services Department

Approval: [Signature]

Date: 5.14.18

514

May 3, 2018

Dr. Gay Todd, Superintendent
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

MJUSD
Supt Office
MAY 07 2018
Received by Im

RE: General Election, November 6, 2018

Dear Gay,

Attached you will find a list of your Board of Trustees, the trustee areas they represent and the expiration date for their term. According to this list, your school district has four trustees whose terms will expire December 7, 2018. Upon reviewing this information, if you identify any discrepancies, please notify my office and the necessary corrections will be made immediately. This information has been confirmed with the Yuba County Election's office.

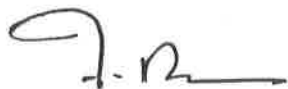
With regard to the upcoming election, certain actions should be taken to avoid charges being assessed against the Board. If your Board has adopted a policy regarding candidates' statements and tie votes, you need not adopt resolutions. If not, your Board should adopt resolutions addressing these two issues. Sample resolutions are attached for your review. Should your Board wish to pay for candidates' statements or hold run-off elections in the event of tie votes, this may be specified. This information will be furnished to all candidates when they pick up their nomination papers. The first day for candidates to do this is July 16, 2018. I would; therefore, urge that your Board take action on this, if necessary, prior to that date and furnish this office with a copy of your resolutions or Board Policy no later than June 29, 2018.

Education Code §5323 requires all Governing Board Elections be consolidated. In accordance with the provisions of this code, enclosed you will find a Notice of Consolidated Election and a Specification of Election Order which will identify the Trustee's terms which are expiring and the Trustee areas. You will note that the Specification of Election Order requires action by your Board and should be returned to this office no later than June 29, 2018.

I have also enclosed an Election Calendar listing the remaining requirements and deadlines for the election. Candidacy forms may be obtained from the Yuba County Clerk/Recorders Office – Election's Department, 915 8th Street, Suite 107, Marysville.

If you have any questions or concerns regarding the above information, please contact my assistant, Mary Hang, at mary.hang@yubacoe.k12.ca.us or 749-4853. I would also appreciate you forwarding all requested documentation to her attention.

Sincerely,



Francisco Reveles, Ed.D.
Superintendent

Enclosures

5/5

YUBA COUNTY
SCHOOL DISTRICTS AND BOARD OF EDUCATION

Note: Any boundary lines, whether to trustee area or school district boundary, falls under the Federal Voting Rights Act of 1965 and must be submitted to the Federal Department of Justice for a preclearance.

Yuba County is one of 4 counties in the State of California that falls under the Federal Voting Rights Act of 1965. The other counties are Kings, Merced and Monterey.

Yuba County Board of Education

<u>Trustee Area</u>	<u>Member</u>	<u>Term Expires</u>
1	Marlene Rastetter	2018
2	George Smith	2020
3	Mary Hovey	2020
4	Desiree Hastey	2020
5	Eva Teagarden	2018

Camptonville School District

At Large	Jessie Mullins	2018 (short term)
	Richard Dickard	2018
	Sidonie Christian	2018
	Jessica Prince	2018 (short term)
	Candace DeMaranville	2018

Marysville Joint Unified School District

1	Randy Davis	2018
2	Frank J. Crawford	2018
2	Susan Scott	2020
3	Randy L. Rasmussen	2018
3	Jim Flurry	2020
4	Jeff Boom	2018
4	Paul Allison	2020

Plumas Lake Elementary School District

At Large	Derek Bratton	2018
	Mrs. Frankye Doig	2018
	Michelle Perrault	2020
	Angela Covil	2018 (short term)
	David Villanueva	2018

Wheatland School District

At Large	Raegean Waltz	2018
	Ish Medina	2018
	Kathy Herbert	2020
	Nicole Crabb	2020
	Ronna Eaton	2018

Wheatland Union High School District

At Large	Frank D. Webb, Jr.	2018
	Tony Lopez	2018
	Shawndel Meder	2020
	Patricia Agles	2020
	Anna Newman	2020

Yuba Community College District

1	Ric Teagarden	2018
2	Brent Hastey	2020
3	David Wheeler	2018
4	Michael Pasquale	2020
5	Gary Sandy	2018
6	Xavier Tafoya	2020
7	V. Richard Savarese	2020

mph
Updated May 2018

NOTICE OF CONSOLIDATED ELECTION

To the GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT of the County of Yuba, State of California.

You are hereby notified that Section 5000 of the Education Code requires district governing board member elections for the following districts to be held in your school district on November 6, 2018:

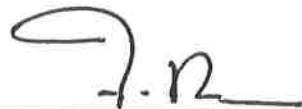
- Marysville Joint Unified School District
- Yuba Community College District
- Yuba County Board of Education

Education Code Section 5340 states school district governing board or community college district governing board member elections for two or more districts of any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot.

The number of governing board members to be elected:

- Four – Marysville Joint Unified School District
- One - Yuba Community College District
- Two - Yuba County Office of Education

Dated: May 3, 2018



Francisco Reveles, Ed.D., Superintendent
Yuba County Office of Education

**November 6, 2018
School Board Member
Election Calendar Timeline**

The following governing board member election calendar may be useful in answering inquiries:

- June 29, 2018: A signed Specifications of the Election Order is due to the County Superintendent of Schools
- June 29, 2018: District Resolutions are due to the County Superintendent of Schools
- July 16, 2018: First day on which candidates may file the required Declaration of Candidacy with the Yuba County Clerk
- August 10, 2018: Last day on which candidates may file the required Declaration of Candidacy with the Yuba County Clerk, *with the following exception:*
 - If an incumbent has not filed by 5:00 p.m. on August 13, 2018, additional nomination papers may be obtained, circulated and filed by a non-incumbent through August 15, 2018, by 5:00 p.m.

File at: Elections Division
915 8th Street, Suite 107
Marysville, CA
(530) 749-7855

- District board members assume office on the first Friday in December (December 7, 2018)

If you have questions, please contact Mary Hang at (530) 749-4853.

GENERAL ELECTION CALENDAR NOVEMBER 6, 2018

<u>Primary Responsibility</u>	<u>Date/Deadline</u>	<u>Action Required</u>
County Superintendent	June 29, 2018 (E-130)	CONSOLIDATION OF SCHOOL ELECTIONS – Last day for County Superintendent of Schools to notify, in writing, the school district governing boards when a consolidated election is required to be held. (E.C. 5340, 5342)
School Board	July 4, 2018 (E-125)	SCHOOL DISTRICT RESOLUTION CALLING ELECTION - By this date the School District Governing Board (s) shall have adopted their resolutions designating the election particulars and have delivered same to County Superintendent having jurisdiction. The resolution shall contain " Specifications of the Election Order. " The notice is to contain: (1) elective offices to be filled; (2) whose to pay the cost of candidates' statements; and (3) word limitation of same (unless Board has bylaw regarding this). (E.C. 5322)
County Superintendent	July 9, 2018 (E-120)	COUNTY SUPERINTENDENT TO CALL ELECTION - Only the County Superintendent may formally call a regular school district election and must do so by this date and deliver the "Order of Election" and "Order of Consolidation" to the County Clerk regardless of whether or not all resolutions from the schools under his/her jurisdiction have been received. (E.C. 5324, 5325)
Candidate	July 16, 2018 through August 10, 2018 (E-113-88)	NOMINATION PERIOD - Period for obtaining, circulating and filing nomination papers and executing Declaration of Candidacy. School district candidates must appear in person at the Elections Office to execute Declaration of Candidacy. (El. 10603)
Candidate	July 31, 2018	FPFC SEMI-ANNUAL FILING DEADLINE - Semi-annual Campaign Disclosure Statements are due this date for any candidate, office holder, or committee with activity during the first half of the calendar year for period ending June 30, 2018.

<u>Primary Responsibility</u>	<u>Date/Deadline</u>	<u>Action Required</u>
Candidate	August 10, 2018 (E-88)	***CLOSE OF REGULAR NOMINATION PERIOD*** Last day candidate(s) may file completed nomination papers by 5:00 p.m. Determination of filing extension to be made at this time. (El. 10603)
Candidate	August 13, 2018* through August 15, 2018 (E-87-83)	FILING PERIOD EXTENSION - Period during which additional nomination papers may be obtained, circulated and filed by non-close of the nomination period the incumbent has not filed for re-election. (El. 10604) <i>*Date changed due to August 11, 2018 being a Saturday.</i>
Candidate	August 13, 2018 (E-85)	WITHDRAWAL OF CANDIDATES' STATEMENT - Up until 5:00 p.m. of the working day following the close of the normal or extended nomination period any candidate who filed a candidates' statement with their papers may withdraw that previously filed statement and be refunded their deposit. Statement may be withdrawn, but not changed.
Candidate	August 15, 2018 (E-83)	FILING PERIOD EXTENSION CLOSSES - Last day for filing Nomination Papers or executing Declarations of Candidacy for any district subject to extension of nominations. (El. 10604)
Voters	August 15, 2018 (E-83)	PETITION TO CAUSE ELECTION - Last day for a voter of a district (where there were insufficient nominees to cause an election) to file a petition containing the signatures of 10% of the Registered Voters of the District requesting that a school district election be held. (E.C. 5326)
School Board	August 16, 2018 (E-82)	APPOINTMENT OF CANDIDATES - If there are insufficient nominees to cause an election, an appointment must be made no later than the date of the election (November 6, 2018). (E.C. 5328)

<u>Primary Responsibility</u>	<u>Date/Deadline</u>	<u>Action Required</u>
Voters	September 10, 2018 through October 14, 2018 (E-57-14)	STATEMENT OF WRITE-IN CANDIDACY - During this period, all qualified write-in candidates must file their statements of write-in candidacy and nomination papers. (El. 8601, 8604)
Voters	October 22, 2018 (E-15)	CLOSE OF VOTER REGISTRATION - Last day for electors to register to vote for the election. The Elections Office will receive affidavits for four (4) days after the deadline and process them as eligible for the election provided that they are executed and postmarked on or before October 22, 2018.
Voters	October 8 – October 30, 2018 (E-29-7)	VOTE BY MAIL VOTER'S BALLOT APPLICATIONS - Period during which the Elections Office may issue Vote by Mail Ballots in response to signed requests. (El. 3001, 3003)
Voters	October 23, 2018 (E-14)	DECLARATION OF WRITE-IN CANDIDACY - Last day that any qualified voter may file a Declaration of Write-in Candidacy to be a write-in.
Voters	October 30, 2018 (E-7)	VOTE BY MAIL VOTER'S APPLICATION DEADLINE - Last day to receive or mail a voter's application for a Vote by Mail Ballot for this election.
School Board	November 5, 2018 (E-1)	APPOINTMENT BY GOVERNING BOARD - If, pursuant to E.C. 5326, a school district election is not held, the qualified person(s) nominated shall be seated at the organizational meeting of the board, or if no person has been nominated or if an insufficient number is nominated, the governing board shall appoint a qualified person(s) at a meeting prior to the day fixed for the election, and such appointee(s) shall be seated at the organizational meeting of the board as if elected at a school district election. (E.C. 5328)
Voters	November 6, 2018 (E-0)	*****ELECTION***** Polls open at 7:00 a.m. and close at 8:00 p.m.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2017-18/23

On the motion of Trustee _____

Duly seconded by Trustee _____

**RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT OF YUBA AND BUTTE COUNTIES SETTING FORTH THE BOARD'S
DESIRE TO ADOPT SPECIFICATIONS OF ELECTION ORDER**

SPECIFICATIONS OF THE ELECTION ORDER

RESOLVED, that pursuant to Education Code Sections 5304 and 5322, the authority for the specifications of the election order, I hereby specify the following with respect to the Governing Board Member Election in the Marysville Joint Unified School District.

Date of Election: **November 6, 2018**

Purpose of the Election: To elect four (4) members to the Marysville Joint Unified School District's Board of Trustees.

Trustee Area 1: One 4-year term
Trustee Area 2: One 4-year term
Trustee Area 3: One 4-year term
Trustee Area 4: One 4-year term

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a full true and correct excerpt from the Journal of the Marysville Joint Unified School District Board of Trustees pertaining to the adoption of the foregoing resolution for a regular meeting held on May 22, 2018 at 5:30 p.m.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Susan Scott, Clerk
Board of Trustees

5/22/18

523

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2017-18/24

On the motion of Trustee _____

Duly seconded by Trustee _____

RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA AND BUTTE COUNTIES SETTING FORTH THE BOARD'S DESIRE TO ADOPT THE FOLLOWING RULES AND REGULATIONS PERTAINING TO CANDIDATES' STATEMENTS FOR GOVERNING BOARD ELECTIONS

RESOLVED, that the Marysville Joint Unified School District Board of Trustees, pursuant to Section 13307 of the Election Code, does adopt the following rules and regulations with regard to preparation and publication of candidates' statements and other materials for Governing Board Elections:

1. All candidates will be charged for the candidates' statement which will be included with the sample ballot. The statement shall not exceed 200 words and shall be in the form prescribed by the County Elections.
2. No other material shall be printed or distributed for candidates by the County Election's office.
3. The Governing Board shall not assume any part of the cost of printing, handling, translating, and mailing of candidates' statements.

PASSED AND ADOPTED BY the Board on the 22nd day of May 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Susan Scott, Clerk
Board of Trustees

5/22/18

524

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2017-18/25

On the motion of Trustee _____

Duly seconded by Trustee _____

RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA AND BUTTE COUNTIES SETTING FORTH THE BOARD'S DESIRE TO ADOPT THE FOLLOWING WITH REGARD TO TIE VOTES AT GOVERNING BOARD ELECTIONS

RESOLVED, that the Marysville Joint Unified School District Board of Trustees, pursuant to Section 5016 of the Election Code, does adopt the following with regard to tie votes at Governing Board Elections:

In the event the vote of the electorate for any trustee position within this district shall result in a tie, the tie will be resolved by lot, by the Governing Board in accordance with the procedure set out in Section 5016 of the Education Code.

PASSED AND ADOPTED BY the Board on the 22nd day of May 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Susan Scott, Clerk
Board of Trustees

5/22/18

525

Marysville Joint Unified School District

Resolution 2017-18/26

Participating in Self-Funding Excess Liability Plan

WHEREAS, the Board of the Marysville Joint unified School, along with other public educational agencies of the State of California, have been studying self-funding of excess liability; and

WHEREAS, these public educational agencies have determined there is a need for a self-funding system for excess liability coverage by combining their respective efforts to establish, operate and maintain a Joint Powers Agency for self-funding of excess liability; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California, authorizes joint exercise by two or more public agencies of any power common to them; and

WHEREAS, California law authorizes public educational agencies to establish Self-funded Programs; and

WHEREAS, this public educational agency sought to examine its options for alternative sources of excess liability coverage and notified SELF of its intent to withdraw as of the 2018/2019 program year subject to a final vote by the Northern California Schools Insurance Group Board of Directors.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. This public educational agency hereby rescinds its previously submitted resolution to withdraw from SELF JPA and the Excess Liability Program effective July 1, 2018.
2. The Board of Trustees of the Marysville Joint Unified School District hereby declares its desire to continue its membership in the Schools Excess Liability Fund Excess Liability Program uninterrupted.
3. The Board instructs staff to take all necessary steps to implement this resolution.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 22nd day of May 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

526

TENTATIVE AGREEMENT
Between
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
And the
ASSOCIATION OF MANAGEMENT AND CONFIDENTIAL EMPLOYEES

The Marysville Joint Unified School District ("District") and the Association of Management and Confidential Employees ("AMACE") reached a tentative agreement on May 16, 2018, incorporating the following:

1. Local Control Funding Formula

- a. Pursuant to the Local Control Funding Formula (LCFF), school districts receive supplemental and concentration grants ("SCG") based upon the percentage of disadvantaged students in that district.
- b. Districts are required to show that this funding is used to increase and improve services for those disadvantaged students.
- c. In this District, the total percentage of disadvantaged students is 81.66%. As a result, a large amount of the District's increase in revenue for the 2017/2018 school year is a result of these grants.

2. Services for Disadvantaged Students

Pursuant to the LCFF, the parties acknowledge and agree that increased services remain in place for the District's disadvantaged students for the 2017/2018 year.

3. Total Compensation for the 2017/18 School Year:

The parties agreed to a total compensation package that reflects five point zero percent (5.0%) retroactive to July 1, 2017. The 5.0% is structured in the following manner:

Salary Schedule:

Three point zero percent (3.0%) will be applied to the salary schedule effective July 1, 2017. All salary schedules for classifications and job titles within AMACE shall have their ranges increased by 3.0% retroactive to July 1, 2017. The retroactive payments are scheduled for June 10, 2018.

Off-schedule Payment:

AMACE will also receive a two point zero percent (2.0%) one-time, off-schedule payment. This, too, is retroactive to July 1, 2017.

4. **Completion of Negotiations and Term**

This Agreement shall fully resolve all negotiations through the 2017/2018 school year.

For AMACE:


Eric Preston, President

5/16/18
Date

For The District:


Ramiro G. Carreón, Asst. Supt/Personnel

5/12/2018
Date