



California School Boards Association

Please refer to your invoice number and customer number in all communications regarding this invoice.

Business Services Department

Approval: [Signature]

Date: 6.4.18

Invoice Number **Invoice Date** **PO #**
INV-41451-Q4H5S5 5/11/2018

Bill To:

Marysville Joint USD
1919 B St
Marysville, CA 95901-3731
United States

Ship To:

Marysville Joint USD
1919 B St
Marysville, CA 95901-3731
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2018 - 06/30/2019) *	\$12,363.00	1.00	\$12,363.00	
ELA	ELA Membership (07/01/2018 - 06/30/2019)	\$3,091.00	1.00	\$3,091.00	

CSBA dues are due by August 31, 2018

Total Invoice: \$15,454.00

Total Paid: \$0.00

Balance Due: ~~\$15,454.00~~
\$12,363.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
101035	INV-41451-Q4H5S5	05/11/2018		\$15,454.00 \$12,363.00

Make checks payable to:

California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:

Marysville Joint USD
1919 B St
Marysville, CA 95901-3731
United States



Please refer to your invoice number and customer number in all communications regarding this invoice.

Business Services Department

Approval : WJ

Date: 6.4.18

Invoice Number **Invoice Date** **PO #**
INV-39362-Y6V3J3 5/11/2018

Bill To:
Marysville Joint USD
1919 B St
Marysville, CA 95901-3731
United States

Ship To:
Marysville Joint USD
1919 B St
Marysville, CA 95901-3731
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
MM+	Manual Maintenance Plus (07/01/2018 - 06/30/2019)	\$3,485.00	1.00	\$3,485.00	
GOL	Gamut Online (07/01/2018 - 06/30/2019)	\$3,130.00	1.00	\$3,130.00	Net 30

Total Invoice: \$6,615.00

Total Paid: \$0.00

Balance Due: \$6,615.00

RECEIVED

MAY 14 2018

MJUSD Fiscal Services

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
101035	INV-39362-Y6V3J3	05/11/2018		\$6,615.00

Make checks payable to:
California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:
Marysville Joint USD
1919 B St
Marysville, CA 95901-3731
United States



CONTRACT SERVICES AGREEMENT
Arboga – Terri Lieberman

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into on 6/26/18 (hereinafter, the “Effective Date”), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”) and Terri Lieberman (hereinafter, “CONTRACTOR”). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 TERM: This Agreement shall have a term of **2018-2019** commencing from September 21, 2018 – September 21, 2018

1.3 COMPENSATION:

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

B. Section 1.3(A) notwithstanding, CONTRACTOR’s total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum up to TWENTY THREE HUNDRED DOLLARS AND NO CENTS (**\$2,300.00**) (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR’s performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

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

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

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

II. PERFORMANCE OF AGREEMENT

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

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

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

III. INSURANCE

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

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

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

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

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

6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.

6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California Fals Claims Act, Government Code Section 12650 et seq.

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

CONTRACTOR:
Terri Lieberman
2164 Fresno Street
Los Osos, CA 93402

Phone: 559-786-5731
Fax:
Email: Lieberman.terri@gamil.com

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

Phone: 749-6114
Fax: 742-0573

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

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

6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts

with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

6.21 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or

written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Mike Hodson
Assistant Superintendent of Business Services

By: Theresa L. Lieberman
Theresa L. Lieberman

Exhibit A
Scope of Work

September 21, 2018

- Model Lessons
 - Writing to Sources Model Lesson
 - Analyzing the prompt
 - Determining the “text-type” to be used for response
 - Gathering Text Evidence
 - Modeling a written response

Date is subject to change.



CONTRACT SERVICES AGREEMENT

Kynoch – Terri Lieberman

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into on 6/26/18 (hereinafter, the “Effective Date”), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”) and Terri Lieberman (hereinafter, “CONTRACTOR”). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 **TERM:** This Agreement shall have a term of **2018-2019** commencing from September 10, 2018- October 16, 2018

1.3 COMPENSATION:

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

B. Section 1.3(A) notwithstanding, CONTRACTOR’s total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum up to **NINETY TWO HUNDRED DOLLARS AND NO CENTS (\$9,200.00)** (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR’s performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

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

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

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

II. PERFORMANCE OF AGREEMENT

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

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

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

III. INSURANCE

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

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

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

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California Fals Claims Act, Government Code Section 12650 et seq.
- 6.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Terri Lieberman
2164 Fresno Street
Los Osos, CA 93402

Phone: 559-786-5731

Fax:

Email: Lieberman.terri@gamil.com

DISTRICT:

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

Phone: 749-6114

Fax: 742-0573

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

- 6.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts

with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

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

written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Mike Hodson
Assistant Superintendent of Business Services

By: Theresa L. Lieberman
Theresa L. Lieberman

Exhibit A Scope of Work

September 10 – 11, 2018

- Model Lessons
 - Writing to Sources Model Lesson
 - Analyzing the prompt
 - Determining the “text-type” to be used for response
 - Gathering Text Evidence
 - Modeling a written response

October 15 – 16, 2018

- Effective use of Technology as an Instructional and Learning tool
 - Overview of ConnectEd (Wonders online resource)
 - Customizing ConnectEd platform to maximize instruction
 - Online Assessments
 - Data Dashboard: Gathering data

Dates are subject to change.



CONTRACT SERVICES AGREEMENT
Johnson Park – Terri Lieberman

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into on 6/26/18 (hereinafter, the “Effective Date”), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”) and Terri Lieberman (hereinafter, “CONTRACTOR”). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 TERM: This Agreement shall have a term of **2018-2019** commencing from September 20, 2018 – January 30, 2019

1.3 COMPENSATION:

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

B. Section 1.3(A) notwithstanding, CONTRACTOR’s total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum up to FORTY SIX HUNDRED DOLLARS AND NO CENTS (\$4,600.00) (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR’s performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

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

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

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

II. PERFORMANCE OF AGREEMENT

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

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

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

III. INSURANCE

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

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

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

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

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

6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.

6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California Fals Claims Act, Government Code Section 12650 et seq.

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

CONTRACTOR:

Terri Lieberman
2164 Fresno Street
Los Osos, CA 93402

Phone: 559-786-5731

Fax:

Email: Lieberman.terri@gamil.com

DISTRICT:

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

Phone: 749-6114

Fax: 742-0573

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

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

6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts

with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

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

written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Mike Hodson
Assistant Superintendent of Business Services

By: Theresa L. Lieberman
Theresa Lieberman

Exhibit A Scope of Work

- Model Lessons
 - Writing to Sources Model Lesson
 - Analyzing the prompt
 - Determining the “text-type” to be used for response
 - Gathering Text Evidence
 - Modeling a written response

Dates are subject to change.



CONTRACT SERVICES AGREEMENT
Educational Services – Terri Lieberman

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 6/26/18 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Terri Lieberman (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.
- 1.2 TERM: This Agreement shall have a term of **2018-2019** commencing from August 2, 2018-August 3, 2018
- 1.3 COMPENSATION:
- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **see Exhibit A**. (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum up to FORTY SIX HUNDRED DOLLARS AND NO CENTS (\$4,600.00) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed,

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

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

II. PERFORMANCE OF AGREEMENT

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

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

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

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

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

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

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

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

- iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
- iv. The DISTRICT may exercise any other available and lawful right or remedy.

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

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

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement. (NA)
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement.

The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.

6.4 **DRUG FREE WORKPLACE CERTIFICATION.** CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.

6.5 **FALSE CLAIMS ACT.** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*

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

CONTRACTOR:

Terri Lieberman
2164 Fresno Street
Los Osos, CA 93402

Phone: 559-786-5731

Fax:

Email: Lieberman.terri@gmail.com

DISTRICT:

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

Phone: 749-6114

Fax: 742-0573

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

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

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

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

6.10 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Mike Hodson
Assistant Superintendent of Business Services

By Theresa L. Lieberman
Theresa L. Lieberman

Exhibit A Scope of Work

Leveraging Reading and Writing Instruction for Student Achievement

- Introduction to Wonders (August 2nd-3rd, 2018)
 - Instructional Pathway
 - Unit and Weekly structure
 - Differentiation Resources
 - Assessments
 - ConnectEd online tools
 - Designated ELD

Date is subject to change.

Professional Services Agreement
between
University Enterprises, Inc., on behalf of California State University, Sacramento
and
Marysville Joint Unified School District

THIS AGREEMENT ("Agreement"), dated and effective as of June 26, 2018 (the "Effective Date"), is between University Enterprises, Inc., on behalf of the Center for Mathematics and Science Education at California State University, Sacramento ("UEI/CSUS"), and Marysville Joint Unified School District, with offices at 1919 B Street, Marysville, CA 95901 ("DISTRICT").

A. RECITALS

1. WHEREAS, University Enterprises, Inc. ("UEI") is an auxiliary organization of California State University, Sacramento ("CSUS") and serves as the University's fiscal agent for grant and contract awards made in support of the research and public service activities of its faculty, centers, and institutes; and

2. WHEREAS, DISTRICT would like to engage the services of Center for Mathematics and Science Education ("Center"), to provide a three-day Summer Science Symposium to help teachers shift their teaching practices and classroom science lessons to better align with the Next Generation Science Standards performance expectations, disciplinary core ideas, science and engineering practices, and cross-cutting concepts, as detailed in the attached Attachment A (Scope of Work); and

3. WHEREAS, the performance of such services is consistent, compatible and beneficial to the academic role and mission of CSUS as an institution of higher education; and

4. WHEREAS, UEI/CSUS is willing to provide such services under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, DISTRICT and UEI/CSUS agree as follows:

B. SCOPE OF WORK

UEI/CSUS agrees to use all reasonable efforts to perform for DISTRICT the activities described in Attachment A (hereinafter the "Scope of Work" or "the project"). The activities will be under the direction and supervision of Rich Hedman ("Principal Investigator"). If Principal Investigator is for any reason unable to continue the work under the Scope of Work, the parties may select a mutually acceptable substitute or terminate this Agreement.

C. TERM

This Agreement shall become effective as of June 26, 2018, and shall be effective until August 31, 2018, unless extended pursuant to mutual agreement in writing between the parties. Project costs incurred before the effective date but that would have been allowed had they occurred after the Agreement was fully executed shall be allowed.

D. COMPENSATION

DISTRICT agrees to reimburse UEI/CSUS for services performed under this Agreement in the total amount of \$35,622, payable within thirty (30) days of receipt of UEI/CSUS's invoices according to the following schedule:

<u>Payment Amount</u>	<u>When Payable</u>
\$17,811.00	On contract effective date
\$17,811.00	At conclusion of Summer Science Symposia

The address for invoicing is as follows:

Marysville Joint Unified School District
Attn: Educational Services
1919 B Street
Marysville, CA 95901

DISTRICT agrees that if any balance remains after all expenses of the project are paid, that balance may be used by UEI/CSUS to support Center's general operations.

E. REPORTING REQUIREMENTS

UEI/CSUS will provide reports on the progress of the project as outlined or required in the Scope of Work.

F. GENERAL PROVISIONS

1. Indemnification and Insurance. (a) Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees, to the full extent required or permitted by law. (b) Each party will provide evidence of its general liability insurance coverage upon the request of the other party.

2. Compliance with Laws; Nondiscrimination. Each party agrees to comply with all applicable federal, state and local laws, codes, regulations, rules and orders in relation to the work under this Agreement, and specifically agrees not to deny this Agreement's benefits to any person on the basis of race, color, national origin, religion, sex (including pregnancy, childbirth, and related medical conditions), age (40 or over), physical or mental disability, citizenship status, genetic information, marital status, sexual orientation and identity, AIDS/HIV status, medical condition, political activities or affiliations, military or veteran status, or status as a victim of domestic violence assault or stalking.

3. Assignment. Neither party shall assign nor transfer any interest in this Agreement, nor assign any claims for money due or to become due during this Agreement, without the prior written approval of the other party.

4. Termination. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other. In addition, UEI/CSUS may terminate this Agreement without liability in the event Principal Investigator leaves CSUS or is otherwise unavailable to perform the work. All reasonable costs and non-cancelable obligations incurred by UEI/CSUS at the time of said termination shall be reimbursed by DISTRICT, not to exceed the total amount specified above. At the request of DISTRICT, all unused DISTRICT-supplied tangible materials at the time of termination shall either be destroyed by UEI/CSUS or returned to DISTRICT.

5. Notices. All notices or communications given hereunder shall be in writing and shall be delivered by hand, or by overnight courier, by facsimile with confirmation by mail, with all delivery charges prepaid and addressed to the parties as follows:

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TO DISTRICT:

Mike Hodson, Assistant Superintendent
Business Services
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

TO UEI/CSUS:

Monica F. Kauppinen, Director
Sponsored Programs Administration
University Enterprises, Inc.
6000 J Street, Bookstore Bldg, Suite 3400
Sacramento, CA 95819-6111

6. Governing Law. This Agreement will be governed by and be construed in accordance with the laws of the State of California. Any claim, action or suit between UEI, CSUS, DISTRICT, or any of them, that arises out of or relates to performance of this Agreement will be brought and conducted solely and exclusively a state or federal court of competent subject matter jurisdiction located within Sacramento County.

7. Changes and Amendments. This Agreement, together with its attachments, constitutes the entire agreement between the parties with respect to the Scope of Work, and no amendments shall be effective unless made in writing and signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and of any attachment, the terms of this Agreement control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

UNIVERSITY ENTERPRISES, INC.; ON BEHALF
OF CALIFORNIA STATE UNIVERSITY,
SACRAMENTO

By: 

Monica F. Kauppinen, Director
Sponsored Programs Administration

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By: _____
Mike Hodson, Assistant Superintendent
Business Services

**ATTACHMENT A to
PROFESSIONAL SERVICES AGREEMENT BETWEEN
UNIVERSITY ENTERPRISES, INC., ON BEHALF OF
CALIFORNIA STATE UNIVERSITY, SACRAMENTO, AND
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

SCOPE OF WORK

The Center for Mathematics and Science Education (MASE Center) at California State University, Sacramento (CSUS) will provide three-day Summer Science Symposia for Marysville Joint Unified School District (MJUSD) teachers to help them shift their teaching practices and classroom science lessons to better align with the Next Generation Science Standards (NGSS) performance expectations, disciplinary core ideas, science and engineering practices, and cross-cutting concepts, as detailed below.

I. Summer Science Symposium for teachers of grades TK-2

A. MASE Center will provide a three-day Summer Science Symposium as follows:

1. Attendance of up to forty (40) teachers of TK-2.
2. Program will be centered in NGSS, student sense-making, and the connections between NGSS and the Common Core State Standards (CCSS) reading, writing, and speaking and listening standards.
 - a. Each session will:
 - i. provide teachers with new instructional tools and strategies for classroom use.
 - ii. engage teachers in a relevant, exemplary science experience followed by structured reflection.
 - b. Each day will include teacher collaboration, sharing, and design time.
 - c. All work will be grounded in the NGSS and CCSS documents and practices.

B. The Summer Science Symposium for TK-2 teachers is currently scheduled to be held as follows:

Dates: August 1, 2, and 3, 2018

Location: In MJUSD facilities meeting the following specifications: one large room, preferably with flat tables and a sink, that can accommodate 45 people (teachers and instructors). Location to be agreed in writing (email is acceptable) on mutual agreement of the parties' representatives.

These dates and location may be revised in writing (email is acceptable) on mutual agreement of the parties' representatives.

II. Summer Science Symposium for teachers of grades 3-5

- A. MASE Center will provide a three-day Summer Science Symposium as follows:
1. Attendance of up to forty (40) teachers of grades 3-5.
 2. Program will be centered in NGSS, student sense-making, and the connections between NGSS and the Common Core State Standards (CCSS) reading, writing, and speaking and listening standards.
 - a. Each session will:
 - i. provide teachers with new instructional tools and strategies for classroom use.
 - ii. engage teachers in a relevant, exemplary science experience followed by structured reflection.
 - b. Each day will include teacher collaboration, sharing, and design time.
 - c. All work will be grounded in the NGSS and CCSS documents and practices.
- B. The Summer Science Symposium for grades 3-5 teachers is currently scheduled to be held as follows:

Dates: August 1, 2, and 3, 2018

Location: In MJUSD facilities meeting the following specifications: one large room, preferably with flat tables and a sink, that can accommodate 45 people (teachers and instructors). Location to be agreed in writing (email is acceptable) on mutual agreement of the parties' representatives.

These dates and location may be revised in writing (email is acceptable) on mutual agreement of the parties' representatives.

III. Summer Science Symposium for teachers of grades 6-12

- A. MASE Center will provide a three-day Summer Science Symposium as follows:
1. Attendance of up to forty (40) middle and high school teachers of grades 6-12.
 2. Program will be centered in NGSS and student sense-making using the Sacramento Area Science Project's *phenomena-question-model* framework.
 - a. Teacher learning experiences may include, but are not limited to:
 - i. deepening teacher understanding of all aspects of NGSS and the required shifts in instructional practices;
 - ii. engaging teachers as learners in exemplary lessons designed for NGSS;
 - iii. exploring tools and strategies for engaging students in purposeful reading, productive dialogue, and meaningful writing in support of science learning;
 - iv. using tools to determine the degree to which lessons are designed for NGSS; and/or

- v. designing and adapting existing curriculum toward NGSS alignment.
 - b. Each day will include teacher collaboration, sharing, and design time.
 - c. All work will be grounded in the NGSS and CCSS documents and practices.
- B. The Summer Science Symposium for grades 6-12 teachers is currently scheduled to be held as follows:

Dates: August 1, 2, and 3, 2018

Location: In MJUSD facilities meeting the following specifications: one large room, preferably with flat tables and a sink, that can accommodate 45 people (teachers and instructors). Location to be agreed in writing (email is acceptable) on mutual agreement of the parties' representatives.

These dates and location may be revised in writing (email is acceptable) on mutual agreement of the parties' representatives.

IN SUPPORT OF THE SCOPE OF WORK, DISTRICT AGREES TO PROVIDE:

Names and email addresses of participants for use with the Sacramento Area Science Project's statewide reporting requirements.



CONTRACT SERVICES AGREEMENT
Educational Services – Learning By Design, LLC

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into on 6/26/18 (hereinafter, the “Effective Date”), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”) and Maria Nielsen with Learning by Design, LCC (hereinafter, “CONTRACTOR”). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Work**”). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term “Work.” CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.
- 1.2 TERM: This Agreement shall have a term of **2018-2019** commencing from **August 6, 2018 – March 11, 2019**
- 1.3 COMPENSATION:
- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **see Exhibit A.** (hereinafter, the “Approved Rate Schedule”).
 - B. Section 1.3(A) notwithstanding, CONTRACTOR’s total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **EIGHTY THOUSAND DOLLARS AND NO CENTS (\$80,000.00)** (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 as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR’s monthly compensation is a function of hours worked by CONTRACTOR’s personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice.

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

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

II. PERFORMANCE OF AGREEMENT

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

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

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

III. INSURANCE

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

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

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

Learning By Design, LLC
213 South 400 East
Hyrum, UT. 84319

Phone: 435-994-0887

Fax:

Email: marianielsenplc@gmail.com

DISTRICT:

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

Phone: 749-6114

Fax: 742-0573

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

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

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

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

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

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

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

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

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

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

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Mike Hodson
Assistant Superintendent of Business Services

Contractor

By: Maria Nielsen

Name: Maria Nielsen

Title: Owner

Exhibit A
Scope of Work

During the instructional day, Maria Nielsen will provide 16 days of professional development to support and build professional learning communities for each of the 23 sites. Certificated staff members will continue to work to prioritize essential standards, create pacing guides for essential standards, design units of study based on the essential standards and begin to build formative assessments. Dates are subject to change based on need.

Monday, August 6, 2017	All Day	SLHS
Tuesday, August 7, 2017	All Day	TBD
Monday, August 13, 2018	All Day	LRE/DOB/COR/YFS/BVS
Monday, August 27, 2018	All Day	CDS
Tuesday, August 28, 2018	All Day	OLV
Tuesday, September 4, 2018	All Day	CLE
Thursday, September 6, 2018	All Day	KYN
Friday, September 7, 2018	All Day	ARB
Wednesday, September 12, 2018	All Day	YGS
Friday, September 14, 2018	All Day	EDG
Tuesday, September 18, 2018	All Day	LIN
Monday, September 24, 2018	All Day	MCK
Wednesday, September 26, 2018	All Day	MHS
Friday, September 28, 2018	All Day	COV
Wednesday, January 16, 2019	All Day	ELA
Monday, March 11, 2019	All Day	FHS/MCK/YGS/MCAA/CDS

SCHOOL RESOURCE OFFICER AGREEMENT
BY AND BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
YUBA COUNTY OFFICE OF EDUCATION
AND
CITY OF MARYSVILLE
FISCAL YEAR 2018-19

RECITALS

THIS SCHOOL RESOURCE OFFICER AGREEMENT is dated as of July 1, 2018 (the "Agreement") by and between the Marysville Joint Unified School District, a public school district of the State of California, hereafter referred to as "MJUSD", Yuba County Office of Education, a public school county office of education of the State of California, hereafter referred to as "YCOE", and the City of Marysville, a municipal corporation, hereafter referred to as the "City" (with all parties of this agreement hereafter referred to as "Parties"), and is entered into in light of the facts set forth in the following recitals who agrees as follows:

-- RECITALS --

- A. City has established a municipal police department as an instrumentality of the City (the "Department"), and the Department is recognized by the State of California as a municipal law enforcement agency.
- B. MJUSD is a public school district in the County of Yuba, State of California, and has administrative offices located at 1919 B Street, Marysville, CA 95901.
- C. YCOE is a public school county office of education in the County of Yuba, State of California, and has administrative offices located at 935 14th St., Marysville, CA 95901.
- D. MJUSD and YCOE desire to obtain special law enforcement services from the City, acting by and through the Department, to provide an additional level of law enforcement services for the benefit of the public school

students of MJUSD and YCOE as described in this Agreement on the public school campuses of located in the city of Marysville with the Police Officer working out of a central location on the campus of Marysville High School, and the City acting by and through the Department desires to provide such services on the terms and conditions set forth in this Agreement.

- E. MJUSD, YCOE, and the City may enter into arrangements for the City to provide an additional level of law enforcement services to public agencies such as MJUSD and YCOE as set forth in this Agreement.
- F. The Department possess the special experience, knowledge and expertise necessary for the performance of the "special service" law enforcement services required by this Agreement; and

WHEREAS, pursuant to Education Code Section 32261, it is the intent of the State legislature to encourage California public schools to develop comprehensive safety plans that are the result of a systematic planning process that includes strategies aimed at the prevention of incidents involving crime and violence on school campuses and that address the safety concerns of local law enforcement and other interests in the prevention of crime on public school campuses and/or which otherwise involve public school students; and

WHEREAS, pursuant to Education Code Section 32261, it is the intent of the State legislature to encourage school districts and law enforcement agencies to develop and implement interagency strategies, service training programs and activities that will improve school attendance and reduce the rates of school crime including vandalism, drug and alcohol abuse, gang membership and gang violence; and

WHEREAS, pursuant to Education Code Section 32262, the State legislature has established School/Law Enforcement Partnership comprising the Superintendent of Public Instruction and the Attorney General which has as its duties the development and administration of program policies, procedures and activities in the furtherance of campuses which are safe, secure and peaceful; and

WHEREAS, pursuant to Penal Code Section 832.3, it is the intent of the Legislature to ensure the safety of pupils, staff and members of the public on or near California public schools by providing peace officers with training that will enable them to deal with the increasing diverse and challenging law enforcement duties including public school campuses and students.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and understandings herein, the Parties agree as follows:

1. **Scope of Service.** The scope of the public safety and law enforcement services (collectively, the "Program") to be provided by the City, acting by and through the Department to MJUSD and YCOE, shall be those duties described in the Scope of Services document attached hereto as Exhibit "A" and incorporated by this reference.

2. **Term.** This Agreement shall commence on July 1, 2018 and shall continue through June 30, 2019, unless the Program and this Agreement is sooner terminated, as set forth in paragraph 6 of this Agreement.

3. **Payment.** MJUSD and YCOE shall pay the City, for the police services as set forth in the Scope of Services provided by School Resource Officers during the term of this Agreement, the sum of One Hundred Thousand Dollars and 00 Cents (\$100,000) with MJUSD being responsible for 70% of this amount, or \$70,000, and YCOE being responsible for 30% of this amount, or \$30,000. Such sum shall be payable by both MJUSD and YCOE to the City in four (4) equal installments with the first such installment due as of July 1, 2018 and the following equal installment payable due as of October 1, 2018, January 1, 2019 and April 1, 2019, respectively. Such police services as shall be provided by the City acting by and through the Department to MJUSD and YCOE under the Program shall include one (1) sworn peace officer of the Department assigned by the Department, in consultation with MJUSD and YCOE, for all MJUSD and YCOE campuses located within the city of Marysville and is to work out of a central location on the campus of Marysville High School for the term this Agreement as more particularly set forth in the Scope of Services. The Department shall submit quarterly invoices for the payment of such cost for the police services to MJUSD to the attention of the Superintendent, Marysville Joint Unified School District, 1919 B Street, Marysville, CA 95901. The Department shall submit quarterly invoices for the payment of such cost for the police services to YCOE to the attention of the Superintendent, Yuba County Office of Education, 935 14th St., Marysville, CA 95901. Payment shall be made to the Department by MJUSD and YCOE no later than 30 days from receipt of the invoice.

4. **Independent Contractor.** The relationship between the Parties under this Agreement shall be one of independent contractor. No School Resource Officer rendering services under this Agreement shall be an employee of MJUSD or YCOE for federal or state tax purposes, or any other purpose. The Department shall be responsible for tax withholding as required by applicable law for the School Resource Officer. MJUSD and/or YCOE shall have no responsibility for payment of any tax liability arising out of the compensation for services performed by any School Resource Officer under this Agreement.

The School Resource Officer who is assigned by the Department to provide services under this Agreement shall not be deemed to be an employee or agent of MJUSD or YCOE and shall not be deemed qualified or eligible to participate in any MJUSD or YCOE pension plan, retirement, health and welfare program, or any similar program or, benefit, as a result of this Agreement. The School Resource Officer shall report directly to the Marysville Chief of Police or designee through the Marysville Police

Department established "chain of command". The Department shall maintain direct supervisory control over the School Resource Officer; provided however, that MJUSD and YCOE shall have the right to approve the individual School Resource Officer assigned to it by the Department, and MJUSD and YCOE shall have the right to require that any assigned School Resource Officer be replaced upon the request of MJUSD and YCOE in the collective and reasonable discretion of both MJUSD and YCOE.

MJUSD and YCOE assume no liability for worker's compensation for the assigned School Resource Officer. The Department shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance for the School Resource Officer assigned under this Agreement. It shall be the sole responsibility of the Department to account for all of the above, and the Department agrees to hold MJUSD and YCOE harmless from any liability for these taxes or employment costs.

At all times during the term of this Agreement, the School Resource Officer shall be a sworn police officer employee of the City subject to the supervision, control and direction of the City and subject to the personnel rules and procedures of the City.

5. **Indemnification.**

- a. The City shall defend, indemnify and hold harmless MJUSD and YCOE, its officers, agents and employees from any and all loss, including attorney's fees, sustained by MJUSD or YCOE by virtue of any damage(s) to any person(s), firm or corporation that may be injured by or to any property that may be damaged by the sole fault or sole active negligence of the City or any School Resource Officer, officer, agent or employee.
- b. MJUSD and YCOE shall defend, indemnify and hold harmless the City, its officers, agents and employees from any and all loss, including attorney's fees sustained by the City by virtue of any damage(s) to any person(s), firm, or corporation who may be injured by or to any property that may be damaged by the sole fault or sole active negligence of MJUSD and/or YCOE, its officers, agents or employees of MJUSD or YCOE under the Program.
- c. The indemnification provisions contained in this Agreement include any violation of applicable law, ordinance regulation or rule, including where the claim, loss, damage charge or expense was caused by deliberate, willful, or criminal acts of any party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.
- d. It is the intent of the Parties that where negligence is determined to have been shared, principles of comparative negligence will be

followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

- e. Each party shall establish and implement procedures to notify the other party of any claims or legal actions with respect to any of the matters described in this indemnification section.

6. **Termination.** This Agreement may be terminated by any Party at any time prior to the end of the Term, with or without cause for the sole convenience of the Party who may elect to terminate this Agreement, upon delivery of a written Notice of Intent to Terminate to the other Party. Such notice shall be served by personal delivery or by first-class mail, registered or certified; postage prepared, and shall be deemed received upon personal delivery or five (5) days after the mailing date whichever is sooner. The date of termination shall be the date that is ninety (90) calendar days after the date on which the Notice of Intent to Terminate is received or deemed received by the other two Parties, as the case may be. In the event of termination, MJUSD and YCOE will compensate the City for all services rendered to the effective date of such termination. The Marysville Chief of Police is designated as authorized to accept such notice for the Department and the City, the MJUSD Superintendent is designated to accept such notice for MJUSD, and the YCOE Superintendent is designated to accept such notice for YCOE.

7. **Assignment.** This Agreement is for personnel services to be performed by the City acting by and through the Department. Neither this Agreement nor any duties or obligations to be performed by the Department under this Agreement shall be assigned without the prior written consent of both MJUSD and YCOE. In the event of an assignment by the City to which both MJUSD and YCOE have consented, the assignee or its legal representative shall agree in writing with MJUSD and YCOE to assume, perform and be bound by all covenants, obligations and agreements contained in this Agreement.

8. **Notices.** Any notice, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the fifth day of mailing to the party to whom the notice is to be given, by first-class mail registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

MJUSD:	Marysville Joint Unified School District 1919 B Street Marysville, CA 95901 Attn: Superintendent
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YCOE: Yuba County Office of Education
935 14th Street
Marysville, CA 95901
Attn: Superintendent

Department: Marysville Police Department
316 6th Street
Marysville, CA 95901
Attn: Chief of Police

9. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior understandings between them with respect to the Program which is the subject matter of this Agreement. There are no other promises, terms, conditions or obligations, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument signed by the Parties.

10. **Binding on Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties and their successors.

11. **Severability.** Should any term or provision of the Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

12. **California Law.** This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

13. **Ratification of Boards of Education.** This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing boards of the Marysville Joint Unified School District and Yuba County Office of Education, as evidenced by motions of said boards duly passed, and adopted in compliance with the provisions of Education Code Section 39656.

IN WITNESS WHEREOF, City, MJUSD, and YCOE have executed this Agreement as of the day and year first above written.

CITY:
City of Marysville

By: _____
Marti Brown
City Manager

By: _____
Christian S. Sachs
Chief of Police

MJUSD:
Marysville Joint Unified School District

By: _____
Dr. Gay Todd, Superintendent

YCOE:
Yuba County Office of Education

By:  _____
Francisco Reveles, Superintendent

Exhibit A
Scope of Services
FISCAL YEAR 2018-19

This Scope of Services is part of an agreement entitled "School Resources Officer Agreement (the "Agreement")" by and between MJUSD, YCOE, and the City for the Fiscal Year of 2018-19. Unless the context of the usage of a particular term may otherwise require, all defined term used in this Exhibit "A", denoted by an initial capital letter in each such word, shall have the same meaning as set forth in the Agreement.

PURPOSE

A prosperous future for the citizens of Marysville depends, in large measure, upon the MJUSD and YCOE's ability to properly educate its children. Effective schooling requires a safe and orderly environment in which learning can occur. Consequently, the City acting by and through the Department, in collaboration with MJUSD and YCOE, conducts the Program in order to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order and discipline in the school environment. The Program is intended to insure to the greatest extent reasonably feasible, that no student's right to receive an education is abridged by violence or disruption in the school or class room setting.

The Program by the City acting by and through the Department involves the assignment of a School Resource Officer to all campuses within the city of Marysville and is to work out of a central location on the campus of Marysville High School. In accordance with staffing ability and the demonstrated needs of the schools, the Department will assign a full-time School Resource Officer for the services designated in this Agreement.

With daily interaction among the administration of each school, MJUSD, YCOE, the School Resource Officer and the Department, the Parties acknowledge and agree to mutually consult with each other and establish, maintain, and update specific guidelines and procedures to be followed by the School Resource Officers and individual school administrators in the implementation of the Program. The Exhibit clarifies the role of the School Resource Officers and the school administrators, the scope of their authority, and the responsibilities of MJUSD, YCOE, and the Department in this collaboration. The success of the School Resource Officer program relies on effective communication between the School Resource Officer, the principals and other key staff members in each organization.

POLICE SERVICES

The City acting by and through the Department hereby agrees to provide MJUSD and YCOE with the special police services as follows: a fully uniformed police officer employee of the City shall be assigned by the Department to work as School Resource

Officer for all campuses within the city of Marysville and is to work out of a central location on the campus of Marysville High School. Such sworn police officer/School Resource Officer ("SRO") assigned by the Department to the school sites of MJUSD and YCOE shall be physically present at those sites at least 50% of each 40 hour work week, except when subpoenaed for court, attending official police training or business assigned by the Department or when such SRO is taking routine vacation and special time off as an employee of the City, or on days when public school students are not scheduled for regular attendance at such school site, school holidays and other periods of time when MJUSD and YCOE may designate. The School Resource Officer (SRO) may perform police officer services as directed by the Department at time outside the time periods set forth for duty as an SRO under this Agreement when deemed necessary by the Department.

RAPTORTM

TECHNOLOGIES

Protect Every Child, Every School, Every Day
Federal Tax ID #45-4914152

Opportunity Owner Tom Hippensteel
Quote Number 201804-19241
Created Date 4/11/2018
Expiration Date 7/31/2018

Account Name Marysville Joint Unified School District

Billing Address 1919 B St.
Marysville, CA 95901
United States

Product	Product Description	Sales Price	Quantity	Total Price
Visitor Management Annual Access Fee	One (1) year Annual Software Access Fee (per location). Renewal fee is due on the anniversary month of purchase. Raptor Alert Monitoring service and technical support is included. (Raptor 6.1)	\$540.00	23.00	\$12,420.00
CR5400 ID Scanner	ID scanner for state issued identification cards -- 2 year limited warranty.	\$495.00	23.00	\$11,385.00
Database Activation Fee	One-time fee for provisioning and activating database storage (per location).	\$350.00	23.00	\$8,050.00
Dymo 450 Turbo Label Printer	Badge printer for visitors and/or student tardy passes -- 2 year limited warranty.	\$139.00	23.00	\$3,197.00
Raptor Visitor Badges (White) Box	Raptor visitor badges (4 rolls/300 badges per roll). Quality guaranteed for one (1) year after purchase date.	\$50.00	23.00	\$1,150.00
Shipping and Handling Fee	Required on all new orders.	\$26.00	23.00	\$598.00
On-site Installation & Training Fee	On-site installation and training (per location). All installations subject to schedule availability. Travel expenses billed separately upon completion.	\$275.00	23.00	\$6,325.00
Credit Memo		(\$275.00)	23.00	(\$6,325.00)

Quote Notes Annual Reoccurring Subscription Fee is \$540.00 per site per year.

Grand Total \$36,800.00

Business Services Department

Approval: [Signature]
Date: 4/23/18

SUBMIT PURCHASE ORDERS:

Email to orders@raptortech.com or fax to 713-880-2577 or mail to P.O. Box 7966 :: Houston, TX :: 77270-7966

REMIT CHECK PAYMENTS TO THE ADDRESS BELOW (always include an invoice number/detailed paperwork with your payment):

Dept. 141 :: P.O. Box 4458 :: Houston, TX :: 77210-4458

Order equipment and supplies or pay your renewal online with credit card at: www.shop.raptortech.com

Phone 713-880-8902 x 3 :: Fax 713-880-2577 :: orders@raptortech.com

TERMS AND CONDITIONS:

1. Only hardware and supplies purchased through Raptor Technologies, LLC are approved for use with the Raptor System. Use of any hardware or supplies not approved by Raptor Technologies may void all warranties and guarantees.
2. Restocking fee of 25% of purchase price will apply to all returns. Shipping/handling fees are non-refundable.
3. All purchases from Raptor are subject to the terms and conditions of the Raptor Subscription Agreement, which can be found at www.raptortech.com/Agreement.html

SUBSCRIPTION AND PURCHASE AGREEMENT

Your organization has requested access to the Subscription Services. Please carefully read the following terms and conditions of use of the Subscription Services (this "Agreement").

By signing below, you represent that you have the power to bind your organization and that your organization agrees to be bound by this Agreement. In addition, use of the Subscription Services constitutes consent to be bound by the Raptor Terms of Use, Privacy Policy, and such other policies as may be posted on Raptor's Web Site from time to time.

1. **Definitions.**

1.1 "Acceptance" means Raptor's prior written acceptance.

1.2 "Additional Equipment" means the equipment purchased by Subscriber from Raptor (i) pursuant to the then-current online ordering form made available at the Raptor Web Site for ordering Equipment or (ii) by any other means made available by Raptor.

1.3 "Campus" means any of Subscriber's educational campuses or places of business under the control of the Subscriber for which the Subscription Services will be used.

1.4 "Contract Year" means each full year this Agreement is in effect or any portion thereof. For example, the first day of the second Contract Year is the first anniversary of the Effective Date.

1.5 "Equipment" means collectively, the Initial Equipment and the Additional Equipment.

1.6 "Initial Equipment" means the equipment set forth on Exhibit A.

1.7 "Party" means individually Raptor or Subscriber, and "Parties" means collectively Raptor and Subscriber.

1.8 "Personal Information of an Individual" means any personally identifying information, including, but not limited to (i) a first name or initial coupled with a last name (ii) an image of an individual; (iii) data from any form of identification used by the Subscriber to identify individuals, including, but not limited to Driver's Licenses and Passports; or (iv) any information used to determine an individual's status by the Subscriber or Subscriber's employees.

1.9 "Raptor" means Raptor Technologies, LLC.

1.10 "Raptor Group" means collectively Raptor and Raptor's shareholders, directors, officers, employees, contractors, agents, subsidiaries, and affiliates.

1.11 "Raptor Terms of Use" means the terms and conditions of use posted on the Raptor Web Site, as such terms and conditions are amended by Raptor from time to time in Raptor's sole discretion.

1.12 "Raptor Web Site" means Raptor's Internet web sites, including raptorware.com, shop.raptorware.com and any other associated web sites.

1.13 "Subscriber" means your organization, as indicated on the signature page below.

1.14 "Subscription Services" means the services set forth on Exhibit A. Raptor may update Exhibit A, in Raptor's sole discretion, once for each Contract Year (exclusive of the provision of routine upgrades, fixes, patches, or other maintenance services), with each such change to be effective as of the first day of the following Contract Year, upon at least 60 days written notice to Subscriber prior to the commencement of such Contract Year.

1.15 "Third Party" means a person or entity that is not a Party.

1.16 "Third Party Information" means a Third Party's information, including, without limitation, information provided via the Subscription Services from Court Ventures, Inc., Experian Information Solutions, Inc., or any subsidiary thereof.

2. **Subscription Services.**

2.1 License. Subject to the terms and conditions of this Agreement, Raptor grants to Subscriber, and Subscriber accepts from Raptor, a limited, non-exclusive, non-sublicensable, non-transferable license to use the Subscription Services in accordance with this Agreement and in accordance with the Raptor Terms of Use.

2.2 Use.

(a) Subscriber shall use the Subscription Services only (i) in the ordinary course of Subscriber's internal business and (ii) for purposes and in a manner that is in accordance with applicable federal, state, and local laws, rules, and regulations.

(b) Without limiting the foregoing, Subscriber and its employees shall not publish, disclose, or otherwise make public any Personal Information of an Individual obtained through the Subscription Services except as required in the ordinary course of Subscriber's internal business or by applicable federal, state, and local laws, rules, and regulations.

(c) Subscriber shall not, and shall not attempt to, (i) circumvent any of the security features of the Subscription Services, (ii) copy, other than as expressly permitted, all or any portion of the Subscription Services, (iii) modify, create any derivative work of, or translate any portion of the Subscription Services, (iv) reverse engineer, decompile, or disassemble any portion of the Subscription Services, in whole or in part, or otherwise reduce any underlying code to human-perceivable form, (v) use any functionality or feature of the Equipment or the Subscription Services that is not expressly enabled by Raptor for the use of the Subscriber, or (vi) use the Subscription Services to provide outsourcing, service bureau, similar services, or any other services to Third Parties.

(d) To the extent that the Subscription Services include, supply, or provide access, links, or references to Third Party Information, Subscriber's use, distribution, reproduction, display, and dissemination of, or reliance on, such Third Party Information shall be at Subscriber's sole risk.

(e) Subscriber must provide Subscriber's own Internet access and equipment to use the Subscription Services, and such Subscriber-provided access and equipment must meet or exceed Raptor's then-current configuration specifications set forth in the Raptor Terms of Use and technical specifications.

(f) Subscriber agrees to notify Raptor promptly in writing of the existence of any unauthorized access, disclosure, distribution, possession, alteration, transfer, reproduction or other unauthorized use of the Subscription Services or Equipment of which Subscriber becomes aware.

2.3 Ownership. Raptor and Raptor's licensors are, and shall remain, the owners of all right, title, and interest in and to the Subscription Services, subject to the license granted to Subscriber in this Agreement. All rights not expressly granted to Subscriber in this Agreement remain in Raptor and Raptor's licensors.

3. **Confidentiality.**

3.1 Confidential Information. Confidential information is information relating to Subscription Services and Equipment provided under this Agreement including, without limitation, the components of intellectual property, designs, and any other information of a secret, confidential, or proprietary nature relating to a Party's business and operations. Confidential information does not include any information that (i) is or becomes generally known or available by publication, commercial use, or otherwise through no fault of a Party; (ii) is lawfully obtained from a Third Party who has the

right to make such disclosure; (iii) is released for publication by the owner; or (iv) is independently developed by a Party without access to the confidential information of the other Party. Notwithstanding the above, either Party may disclose any confidential information under this Agreement to such Party's agents, attorneys and other representatives or to any court of competent jurisdiction as reasonably required to resolve a dispute between the Parties.

3.2. **Use of Confidential Information.** The Subscriber agrees, both during and for a period of five years following the termination or expiration of this Agreement, that, except as expressly permitted herein, it will not use, directly or indirectly, for its own benefit or for the benefit of a Third Party, and that it will not disclose, transfer, or in any way divulge, directly or indirectly, to a Third Party any of Raptor's confidential information, under any circumstances or by any means, without Raptor's prior written consent.

3.3 **Confidentiality of Personal Information of an Individual.** Each Party shall keep Personal Information of an Individual confidential and shall not use Personal Information of an Individual for any purpose other than as reasonably necessary to fulfill the terms of this Agreement. Neither Party shall disclose Personal Information of an Individual to any Third Party except as permitted by this Agreement. Subscriber shall not make Personal Information of an Individual available to any of its employees, contractors, or agents except those with a need to know. Each Party confirms that it has implemented and will continue to implement reasonable and appropriate measures to ensure the security and confidentiality of all Personal Information of an Individual, including protecting against unauthorized access to or use of same.

4. **Data Collection and Contribution.** Subscriber acknowledges and agrees that Raptor shall have the right, but not the obligation, to collect data and information related to Subscriber's use of the Subscription Services. Raptor shall be free to use such data and information and may disclose such data and information in an aggregated depersonalized manner that does not disclose the identity of Subscriber or any person associated with Subscriber. Collection, handling, and use of Personal Information of an Individual shall be pursuant to and in compliance with the terms of the then-current Raptor Privacy Policy provided on the Raptor Web Site.

5. **Equipment.**

5.1 **Initial Equipment.** Raptor hereby sells to Subscriber, and Subscriber hereby purchases from Raptor, the Initial Equipment.

5.2 **Additional Equipment.**

(a) If Subscriber desires to purchase Additional Equipment from Raptor, Subscriber shall complete and submit to Raptor an order form for such Additional Equipment.

(b) If Subscriber elects to purchase Additional Equipment using an order form, Raptor shall have the sole discretion to accept or reject each such order. A submitted order shall not be binding on Raptor unless and until Raptor provides Subscriber with Acceptance of such order. In no event shall the passage of time, acceptance of payment, or partial performance of the order be deemed to constitute Raptor's Acceptance of any order.

5.3 **Delivery.**

(a) All Equipment shall be delivered in accordance with Raptor's standard delivery schedule, but only to the extent such Equipment is in Raptor's available inventory. All Equipment shall be delivered F.O.B. Raptor's shipping dock. Subscriber shall be solely responsible for paying all freight and/or delivery costs of the Equipment and all costs of insuring delivery of the Equipment.

(b) Subscriber grants Raptor a purchase money security interest in and to the Equipment. Such security interest shall terminate, with respect to a piece of Equipment, upon Subscriber's payment in full of the purchase price (and all associated expenses and fees for which Subscriber is responsible) for such piece of Equipment.

6. **Subscriber Assistance.** Raptor shall be available during Raptor's standard business hours (exclusive of Raptor's observed holidays) to respond to questions regarding the use of the Subscription Services and the Equipment within a reasonable period of time.

7. **Fees.**

7.1 **Subscription Services.** Subscriber shall pay to Raptor, in advance, an annual fee for each of Subscriber's Campuses that will utilize the Subscription Services for such year (the "Annual Subscription Fee"). A Campus shall not use (or otherwise be entitled to use) the Subscription Services unless and until Subscriber has paid the Annual Subscription Fee for such Campus. Raptor may change, in Raptor's sole discretion, the Annual Subscription Fee once for each Contract Year, with each such change to be effective as of the first day of the following Contract Year, upon at least 60 days written notice to Subscriber prior to the commencement of such Contract Year.

7.2 **Equipment.**

(a) Subscriber shall pay to Raptor, on the Effective Date, the amounts set forth in Exhibit A.

(b) The purchase price for all Additional Equipment shall be based upon Raptor's price list in effect as of each such purchase. Subscriber shall pay to Raptor the purchase price for Additional Equipment upon Subscriber's receipt of such Additional Equipment; provided, however that if Subscriber utilizes a "district purchasing department" (as the Parties understand such term) through which the purchase of Additional Equipment must be processed, then Subscriber shall pay to Raptor the purchase price for such Additional Equipment within 30 days following Subscriber's receipt of such Additional Equipment.

7.3 **Past Due Amounts.** All past due amounts under this Agreement shall bear interest until paid at the rate of the lesser of 1.5% per month or the maximum rate allowed by law.

7.4 **Taxes.** Subscriber shall pay or reimburse Raptor, as applicable, for any and all federal, state, and local sales, use, or similar taxes levied upon the services and equipment provided by Raptor, including, but not limited to, the Subscription Services and the Equipment, except for taxes based on the net income of Raptor. If Subscriber is a tax exempt entity, Subscriber shall make available to Raptor all necessary information required to validate Subscriber's tax exempt status to the applicable taxing authority.

8. **Term, Termination, and Suspension.**

8.1 **Term.** This Agreement shall be effective for an initial term beginning on the Effective Date and ending at 12:01 a.m. (Houston, Texas, time) on the first anniversary of the Effective Date for annual Subscription Services or for the specified period for prorated Subscription Services (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for subsequent terms of one year (each a "Renewal Term") commencing at 12:01 a.m. (Houston, Texas, time) on the applicable anniversary of the Effective Date, unless either Party has notified the other Party in writing at least 30 days prior to the end of the Initial Term or then-current Renewal Term, as applicable, of the non-renewal of this Agreement.

8.2 **Termination.** Either Party may terminate this Agreement immediately upon written notice to the other Party, if the other Party materially breaches this Agreement and such breach is not subject to cure, or if such breach is subject to cure, if the other party fails to cure such breach within 15 days after receiving written notice from the non-breaching Party describing such breach.

8.3 **Suspension.** If any amount due from Subscriber to Raptor pursuant to this Agreement is more than 5 days past due, Raptor may, at Raptor's option, suspend the Subscription Services until Subscriber has paid all outstanding amounts due (including, but not limited to, all outstanding interest and all collection fees).

8.4 **Effect of Termination.**

(a) Upon termination of this Agreement, (i) any and all amounts due to Raptor shall remain due and payable in accordance with the applicable payment terms, (ii) Subscriber shall immediately discontinue use of the Subscription Services, and (iii) all licenses granted to Subscriber by Raptor pursuant to this Agreement shall terminate immediately and without further notice.

(b) Any Personal Information of an Individual obtained by the Subscriber through the Subscription Services will be destroyed by the Subscriber upon termination of this Agreement. Subscriber indemnifies Raptor Group from any liability that arises from any publication, disclosure, or use of such data after the termination of this Agreement.

(c) Sections 1, 2.2(b), 2.2(c), 2.2(d), 2.3, 3, 5.3(b), 7.3, 7.4, 8.4, 9, 10, 11, and 12 shall survive termination of this Agreement.

9. Disclaimers.

9.1 No Warranties. RAPTOR PROVIDES THE SUBSCRIPTION SERVICES AND THE EQUIPMENT ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS. RAPTOR DISCLAIMS ALL WARRANTIES (EXPRESS OR IMPLIED) ARISING OUT OF, OR IN CONNECTION WITH, THE SUBSCRIPTION SERVICES AND THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

9.2 No Access Guarantee. RAPTOR IS NOT RESPONSIBLE FOR SUBSCRIBER'S INABILITY OR FAILURE TO ACCESS THE SUBSCRIPTION SERVICES, THE EQUIPMENT, THE THIRD PARTY INFORMATION, OR THE RAPTOR WEB SITE OR TO OTHERWISE USE THE SUBSCRIPTION SERVICES OR THE EQUIPMENT (INCLUDING, BUT NOT LIMITED TO OR INABILITY DUE TO HARDWARE OR SOFTWARE FAILURE OR INTERNET CONNECTIVITY).

9.3 Third Party Information. ALL THIRD PARTY INFORMATION IS PROVIDED OR MADE ACCESSIBLE TO SUBSCRIBER BY THIRD PARTIES. RAPTOR DOES NOT SCREEN, MONITOR, OR MODIFY THE THIRD PARTY INFORMATION AND DOES NOT GUARANTEE OR WARRANT THE ACCURACY, INTEGRITY, OR QUALITY OF THE THIRD PARTY INFORMATION OR THAT THE THIRD PARTY INFORMATION WILL BE PROVIDED OR MADE AVAILABLE TO SUBSCRIBER OR WILL FURTHER A LEGITIMATE BUSINESS OR PUBLIC SAFETY INTEREST. THE SUBSCRIPTION SERVICES' INCLUSION OF, OR PROVISION OF ACCESS, LINKS, OR REFERENCES TO, THIRD PARTY INFORMATION DOES NOT IMPLY APPROVAL OR ENDORSEMENT OF SUCH THIRD PARTY INFORMATION BY RAPTOR.

9.4 Use of Information. RAPTOR HEREBY DISCLAIMS AND SUBSCRIBER HEREBY ASSUMES ALL RESPONSIBILITY FOR DETERMINATIONS OF AN INDIVIDUAL'S STATUS IN ANY RESPECT BASED ON THE INFORMATION CONVEYED IN CONNECTION WITH THE SUBSCRIPTION SERVICES, INCLUDING BUT NOT LIMITED TO WHETHER AN INDIVIDUAL IS PERMITTED TO ACCESS ANY CAMPUS OR WHETHER AN INDIVIDUAL MATCHES ANY PROFILE DISPLAYED AS PART OF THE SUBSCRIPTION SERVICES. SUBSCRIBER IS SOLELY RESPONSIBLE FOR SUCH JUDGMENT-BASED DETERMINATIONS AND UNDERSTANDS THAT INFORMATION PROVIDED BY RAPTOR IS NOT INTENDED TO SUBSTITUTE FOR THE JUDGMENT OF OR DETERMINATIONS MADE BY SUBSCRIBER AND SUBSCRIBER'S EMPLOYEES AND CONTRACTORS. SUBSCRIBER IS SOLELY RESPONSIBLE, AND THEREFORE SOLELY LIABLE, FOR ANY HARM, DAMAGE OR CLAIM ARISING FROM THE DETERMINATION OF AN INDIVIDUAL'S STATUS OR THE PUBLICATION, DISCLOSURE, OR MISUSE OF PERSONAL INFORMATION OF AN INDIVIDUAL OBTAINED THROUGH THE SUBSCRIPTION SERVICES.

10. Limitations.

10.1 Types of Liability. RAPTOR SHALL HAVE NO LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF RAPTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Amount of Liability. RAPTOR'S LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY IN

TORT, WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE ANNUAL SUBSCRIPTION FEES PAID TO RAPTOR BY SUBSCRIBER WITHIN THE IMMEDIATELY PRECEDING TWELVE MONTHS.

10.3 Causes of Action. SUBSCRIBER MAY NOT BRING ANY CAUSE OF ACTION, REGARDLESS OF FORM, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ACCRUES.

11. Indemnification. Subscriber shall reimburse, defend, indemnify, and hold harmless the Raptor Group for, from, and against any and all claims, damages, losses, deficiencies, liabilities, penalties, charges, costs, and expenses arising out of, or in connection with, (i) Subscriber's legitimate or illegitimate use of, or failure to use, the Subscription Services, the Equipment, the Raptor Web Site, or the Third Party Information or (ii) legitimate or illegitimate use by another of, or failure by another to use, the Subscription Services, the Equipment, the Raptor Web Site, or the Third Party Information using Subscriber's account.

12. Miscellaneous.

12.1 Amendments. This Agreement may be changed, waived, or discharged only pursuant to a written agreement between the Parties.

12.2 Binding Effect. All terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

12.3 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed copies of manually executed signature pages to this Agreement will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

12.4 Entire Agreement. This Agreement, together with (i) any online order receipts or invoices for the Subscription Services or Equipment and (ii) any schedules, exhibits or addenda attached hereto, embodies the entire agreement and understanding between the Parties relating to the subject matter of this Agreement and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. To the extent that the terms or provisions of any purchase order or other form provided by your organization conflict with the terms of this Agreement, the terms of this Agreement shall control.

12.5 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

12.6 Notices.

(a) Any notices to be given under this Agreement by either Party to the other Party shall be deemed to have been duly given if given in writing and personally delivered, sent by nationally recognized overnight courier, or sent by mail, certified, postage prepaid with return receipt requested, in each case, at the address for such Party set forth below:

(i) If to Raptor, addressed to:

P.O. Box 7966
Houston, Texas 77270
Attention: Jim Vesterman

(ii) If to Subscriber, addressed to the individual and address appearing on the signature page of this agreement.

(b) Notices delivered personally or by courier shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of 10:00 a.m. on the third business day after mailing.

(c) Any Party may change such Party's address for notice under this Agreement by giving notice of such change in the manner provided in this Section 12.6.

12.7 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas (without regard to Texas' conflicts of laws rules). Venue of any action or arising out of, or in connection with, this Agreement shall lie exclusively in the courts located in Harris County, Texas.

12.8 Costs. Each Party shall pay all of such Party's own expenses relating to the negotiation and preparation of this Agreement, including, but not limited to, the fees and expenses of such Party's counsel.

12.9 No Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any right enforceable by any person not a Party.

12.10 Relationship of Parties. Nothing in this Agreement shall create, or be deemed to create, the relationship of partners, joint ventures, or principal-agent between the Parties. Neither Party shall have any authority to assume or create any obligation or responsibility whatsoever, express or implied, on behalf or in the name of the other Party or to bind the other Party in any manner whatsoever, nor shall either Party make any representation, warranty, covenant, agreement, or commitment on behalf of the other Party.

12.11 Force Majeure. Raptor shall not be in default of this Agreement by reason of any failure of Raptor's performance under this Agreement if such failure results, whether directly or indirectly, from a cause beyond Raptor's reasonable control, including, but not limited to, any (i) failure of Internet access (including, but not limited to, failure related to Internet service providers), (ii) international, federal, state, or local law, statute, or regulation, (iii) act of God, (iv) war or terrorism, (v) civil disturbance, (vi) act of any government, or (vii) lack of timely instructions or essential information from Subscriber.

12.12 Assignment. Subscriber may not assign this Agreement (or delegate Subscriber's rights, duties, or obligations under this Agreement) without the prior, express, and written consent of Raptor, which consent may be withheld in Raptor's sole discretion.

12.13 No Waiver. The waiver or failure of Raptor to exercise in any respect any right provided for under this Agreement shall not be deemed a waiver of any further right under this Agreement.

12.14 Captions. Captions or headings in this Agreement are only for reference and are not to be considered in interpreting the Agreement. "Section" refers to a section of this Agreement, unless otherwise stated in this Agreement.

IN WITNESS WHEREOF, your organization agrees to be bound by the terms of this Agreement, as evidenced by the signature of the organization's duly authorized representative.

Subscriber

By: _____
Signature Date

Michael Hodson
Printed Name

Assistant Superintendent of Business Services
Position

MJUSD
Organization

1919 B Street, Marysville, CA 95901
Address

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shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Std. 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

ELECTRONIC WASTE RECYCLING

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste), to the maximum extent possible. Effective January 1, 2018, state agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in State Administrative Manual (SAM) § 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through the DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property

Warehouse. State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment, per the definitions provided in the State Administrative Manual Management Memo MM 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (STD. 152).

Please see State Administrative Manual (SAM) § 3520.10 for more information on this policy.

Information for submitting a STD 152 can be found on the DGS OFAM surplus property website:

www.dgs.ca.gov/ofam/Programs/StSurplus/Reutilization/CSPS.aspx

Information on the CALPIA E-Waste Program can be found at:

www.calpia.ca.gov/products-services/e-waste-recycling-computer-refurbishing

The E-Waste Exemption Request Form EWR-F029 can be found at:

[www.calpia.ca.gov/calpia/assets/File/ewaste/E-Waste%20Exemption EWR-F029.pdf](http://www.calpia.ca.gov/calpia/assets/File/ewaste/E-Waste%20Exemption%20EWR-F029.pdf)

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the CMAS contractor can include it on their invoice.

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI&Cal, Chapter 2, Section 2.E3.2.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

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Category 1 - Critical Software: Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

<u>Cost</u>	<u>Installation</u>	<u>Final Bid Submission</u>
More than \$100,000	8 months	6 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

<u>Cost</u>	<u>Installation</u>	<u>Final Bid Submission</u>
More than \$100,000	6 months	4 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the CMAS, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

NOT SPECIFICALLY PRICED (NSP) ITEMS

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.

3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.
4. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.
5. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
6. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this CMAS:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI\$Cal, Chapter 2, Section 2.E3.2.
4. Any other item or class of items specifically excluded from the scope of this CMAS.
5. Public Works components NOT incidental to the total purchase order amount.

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6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The CMAS contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

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State Agencies not transacting in FI\$Cal, must obtain a copy of the Payee Data Record (Std. 204) in order to process payments. State Ordering Agencies forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at:
www.dgs.ca.gov/ofs/Pricebook.aspx.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number

- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

Raptor Technologies, LLC accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 3700). Approval by the Department of General Services is not required.

8. Leasing

Except for hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates

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and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this CMAS.

Agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

CONTRACTOR QUARTERLY REPORT PROCESS

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were

performed, the products were delivered, the invoice was sent, or the payment was received.

- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).
- New CMAS agreements, renewals, extensions, and modifications will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS agreement(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The CMAS contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

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The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at caleprocure.ca.gov. A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Federal GSA (or Non-GSA) terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
RAPTOR TECHNOLOGIES HOLDING, LLC
CMAS NO. 3-18-84-0072A**

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**DGS PROCUREMENT DIVISION CONTACT AND
PHONE NUMBER**

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office:	(916) 376-1891
Fullerton Office:	(714) 773-2093

The California Relay Service Telephone Numbers are:

Voice	1-800-735-2922
TTY:	1-800-735-2929

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2018, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer through the Probation Department to be funded by the District;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer for 12 months beginning July 1, 2018 and ending June 30, 2019.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer will provide intervention services to all students referred for program participation by the designated school administrators at Lindhurst High School.
5. The Deputy Probation Officer will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$92,940 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.
County agrees to indemnify, defend and save harmless District, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the County in the performance of this contract.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.


ATTEST: Rachel Ferris
Clerk of the Board of Supervisors

COUNTY OF YUBA:

Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT:



Courtney C. Abril
County Counsel

Gay Todd, Ed. D.
Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
Actual Salary & Benefit Cost:		\$116,175
Salary	\$ 72,858	
Medicare	1,056	
PERS	20,473	
Health Ins	19,926	
Life Ins	32	
Unemployment Ins	73	
Workers Compensation	1,757	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(23,235)
A	Salary to be paid by Marysville Joint Unified School District:	
	1 - Deputy Probation Officer	58,286
B.	Benefits to be paid by Marysville Unified School District:	
	Medicare	845
	PERS	16,379
	Health & Life Insurance	15,966
	Unemployment Insurance	58
	Workers Comp	<u>1,406</u>
	Subtotal Benefits:	34,654
	Total Salary and Benefits:	92,940
TOTAL CONTRACT AMOUNT		\$92,940

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2018, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer through the Probation Department to be funded by the District;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer for 12 months beginning July 1, 2018 and ending June 30, 2019.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer will provide intervention services to all students referred for program participation by the designated school administrators at Marysville High School.
5. The Deputy Probation Officer will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$92,651 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.


ATTEST: Rachel Ferris
Clerk of the Board of Supervisors

COUNTY OF YUBA:

Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT:



Courtney C. Abril
County Counsel

Gay Todd, Ed. D.
Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
Actual Salary & Benefit Costs:		\$ 115,814
Salary	\$ 72,579	
Medicare	1,052	
PERS	20,395	
Health Insurance	19,926	
Life Insurance	32	
Unemployment Insurance	73	
Worker's Compensation	1,757	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(23,163)
A	Salary:	
	1 – Deputy Probation Officer	\$ 58,063
B.	Benefits:	
	Medicare	842
	PERS	16,316
	Health & Life Insurance	15,966
	Unemployment Insurance	58
	Workers Compensation	1,406
	Subtotal Benefits:	\$ 34,588
	Total Salary and Benefits:	\$ 92,651
TOTAL CONTRACT AMOUNT		\$ 92,651

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2018, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer through the Probation Department to be funded by the District;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer for 12 months beginning July 1, 2018 and ending June 30, 2019.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer will provide intervention services to all students referred for program participation by the designated school administrators at Anna McKenney.
5. The Deputy Probation Officer will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$94,082 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.
County agrees to indemnify, defend and save harmless District, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the County in the performance of this contract.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.


ATTEST: Rachel Ferris
Clerk of the Board of Supervisors

COUNTY OF YUBA:

Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT:



Courtney C. Abril
County Counsel

Gay Todd, Ed.D.
Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
Actual Salary & Benefit Costs:		\$117,602
Salary	\$ 77,616	
Medicare	1,125	
PERS	21,810	
Health Insurance	15,184	
Life Insurance	32	
Unemployment Insurance	78	
Worker's Compensation	1,757	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(23,520)
A	Salary:	
	1 – Deputy Probation Officer	62,093
B.	Benefits:	
	Medicare	900
	PERS	17,448
	Health & Life Insurance	12,173
	Unemployment Insurance	62
	Workers Compensation	<u>1,406</u>
	Subtotal Benefits:	31,989
	Total Salary and Benefits:	94,082
TOTAL CONTRACT AMOUNT		\$94,082



CONTRACT SERVICES AGREEMENT

Mary Gwaltney, Ph.D., Licensed Educational Psychologist

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 26th day of June, 2018 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Dr. Mary Gwaltney an Independent Evaluator in private practice and contracted for the purposes of an Independent Educational Evaluation per settlement agreement (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, CONTRACTOR agrees to perform services necessary for an Independent Psycho-Educational Evaluation of a student currently enrolled in the district. The evaluation is part of an Independent Evaluation as agreed to within a confidential settlement agreement to be considered and approved by the Board on June 26, 2018. The assessment plan agreed to by the parent in the settlement further outlines the scope of work and is Attached A. The work includes and is not limited to necessary travel cost, direct and indirect assessment time, records review, and attendance at necessary IEP meetings. 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."
- 1.2 TERM: This Agreement shall have a term based on the conclusion of the IEP meeting in which results and recommendations are presented, not to exceed the date of June 30, 2019.
- 1.3 COMPENSATION:
- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule that is an hourly rate of \$150.00. Travel reimbursement is .54 cents per mile.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$6500.00 (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 upon completion of the work within 30 calendar days and as invoiced by the 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 that 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 Executive Director of Special Education (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 is represented by self.
- 2.3 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;
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001)

or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

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.
- 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 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 that have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill

or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks that 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 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 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.*
- 6.4 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:

Attn: Dr. Mary Gwaltney, Ph.D., LEP
Phone: 916-972-9400
Email: mary@learningandbrain.net

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Mike Hodson, Asst. Sup. Business Services
Phone: 530-749-6114

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

- 6.5 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.
- 6.6 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.
- 6.7 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.8 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.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for every provision of this Agreement.
- 6.10 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 Los Angeles, California.
- 6.11 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.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 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.
- 6.14 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.
- 6.15 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.
- 6.16 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.
- 6.17 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.
- 6.18 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.

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- 6.14 **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.
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- 6.17 **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.
- 6.18 **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.
- 6.19 **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.
- 6.20 **COUNTERPARTS:** This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Mike Hodson, Assistant Superintendent of
Business Services

Dr. Mary Gwaltney, Ph.D., LEP

By: 

Location

Includes Purchase Orders dated 05/01/2018 - 06/01/2018

Board Meeting Date June 26, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P18-03763	Follett School Solutions, Inc.	Library Manager	01-5801-0003	1,770.30
P18-04079	Herff Jones of Northern CA	Cap & Gown balance 2017	01-5630-0000	54.68
			Total Location	1,824.98
Location Accounting/Payroll (103)				
P18-03778	Gray Step Software , Inc	2016-17 & 2017-18 ASBWorks License Fees - MHS	01-5801-0000	2,590.00
P18-04035	Gray Step Software , Inc	2016-17 & 2017-18 ASBWorks License Fees - LHS	01-5801-0000	2,590.00
			Total Location	5,180.00
Location After School Program (107)				
P18-03924	S & S WORLDWIDE	EDGE/STARS	01-4300-6010	384.98
P18-03966	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart / Arboga STARS	01-4410-6010	1,131.21
P18-03967	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart / Cedar Lane STARS	01-4410-6010	1,131.21
P18-03968	TROXELL COMMUNICATIONS INC	20 unit Chromebook Cart / Cordua STARS	01-4410-6010	968.84
P18-03969	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart / Covillaud STARS	01-4410-6010	1,131.21
P18-03970	TROXELL COMMUNICATIONS INC	20 unit Chromebook Cart / Dobbins STARS	01-4410-6010	968.84
P18-03971	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart / Edgewater STARS	01-4410-6010	1,131.21
P18-03972	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart / Ella STARS	01-4410-6010	1,131.21
P18-03973	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart / Johnson Park STARS	01-4410-6010	1,131.21
P18-03974	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart / Kynoch STARS	01-4410-6010	1,131.21
P18-03975	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart / Linda STARS	01-4410-6010	1,131.21
P18-03976	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart / Olivehurst STARS	01-4410-6010	1,131.21
P18-03977	TROXELL COMMUNICATIONS INC	20 unit Chromebook Cart / Yuba Feather STARS	01-4410-6010	968.84
P18-03978	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart / McKenney ASES	01-4410-6010	1,131.21
P18-03979	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart / Yuba Gardens ASES	01-4410-6010	1,131.21
P18-03991	S & S WORLDWIDE	STARS OFFICE	01-4300-6010	1,938.49
P18-04044	S & S WORLDWIDE	Kynoch - STARS	01-4300-6010	373.28
P18-04076	KING CLOTHING	STARS shirts / Staff	01-4300-6010	4,068.20
			Total Location	22,114.78
Location Arboga Elementary (01)				
P18-03756	New Wave Hearing Aids	Student Hearing Aid Repair/ARB	01-5641-1100	340.00
P18-03794	OFFICE DEPOT B S D	Loose Leaf Rings and Folders	01-4300-0003	19.41

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

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Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2018 - 06/01/2018

Board Meeting Date June 26, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Arboga Elementary (01) (continued)				
P18-03795	SitSpots	SitSpots	01-4300-0003	93.69
P18-03799	REALLY GOOD STUFF	CLASSROOM SUPPLIES	01-4300-0003	98.43
P18-03800	REALLY GOOD STUFF	CLASSROOM SUPPLIES	01-4300-0003	54.37
P18-03801	REALLY GOOD STUFF	CLASSROOM SUPPLIES	01-4300-3010	946.96
P18-03803	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Magnetic Letters	01-4300-0003	48.70
P18-03804	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Phonics Sets	01-4300-0003	64.93
P18-03805	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Lapboards	01-4300-3010	220.80
P18-03806	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Language Arts Supplies	01-4300-3010	297.57
P18-03807	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	ELA Supplies	01-4300-3010	253.21
P18-03808	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Math Supplies	01-4300-0003	127.69
P18-03809	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Magnetic Hooks	01-4300-0003	10.81
P18-03810	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Mini Boards	01-4300-3010	31.38
P18-03857	AMAZON.COM	CLASSROOM SUPPLIES	01-4300-1100	17.47
P18-03858	AMAZON.COM	PE Supplies	01-4300-1100	183.19
P18-03859	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Scooter Boards	01-4300-1100	259.67
P18-03897	AMAZON.COM	SitSpots	01-4300-0003	71.87
P18-03898	AMAZON.COM	Storage Cart and Box	01-4300-0003	136.38
P18-03899	AMAZON.COM	Timer and magnets	01-4300-3010	89.37
P18-03900	AMAZON.COM	Magnets	01-4300-3010	84.46
P18-03901	AMAZON.COM	Classroom Supplies	01-4300-0003	123.94
P18-03903	AMAZON.COM	CLASSROOM SUPPLIES	01-4300-3010	16.23
P18-03904	AMAZON.COM	Leapfrog DVDs	01-4300-3010	52.97
P18-03905	AMAZON.COM	Leapfrog DVDs	01-4300-3010	52.97
P18-03906	AMAZON.COM	Books & Learning Toys	01-4300-3010	97.65
P18-03907	AMAZON.COM	Building Toys	01-4300-0003	98.05
P18-03908	AMAZON.COM	Books and Lap Table	01-4300-0003	101.87
P18-03909	AMAZON.COM	Classroom Books	01-4300-3010	109.01
P18-03910	AMAZON.COM	Rocker Chairs	01-4300-0003	44.38
P18-03911	AMAZON.COM	Coat Rack	01-4300-0003	44.37

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Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 05/01/2018 - 06/01/2018

Board Meeting Date June 26, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Arboga Elementary (01) (continued)				
P18-03913	AMAZON.COM	Plastic Boxes	01-4300-0003	117.80
P18-03914	AMAZON.COM	Classroom Supplies	01-4300-0003	277.16
P18-03915	AMAZON.COM	Batteries	01-4300-0003	15.14
P18-03934	Expanding Expression LLC	Expanding Expression Tool Kit/Lagorio/Dietrich	01-4300-3010	539.09
P18-03936	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	Lapboards	01-4300-3010	31.38
P18-03994	PEAP-ACA Orders	6th Grade AWARDS	01-4300-1100	257.86
P18-04001	AMAZON.COM	Classroom Supplies	01-4300-0003	126.68
P18-04002	AMAZON.COM	classroom supplies	01-4300-3010	37.32
P18-04017	SCHOOL SPECIALTY	Reading/Writing Centers/PHA/HILEMAN/OROURKE	01-4300-3010	1,032.58
P18-04022	AMAZON.COM	Classroom Supplies	01-4300-0003	212.62
P18-04068	READ NATURALLY	CLASSROOM SUPPLIES	01-4300-3010	162.38
P18-04080	REALLY GOOD STUFF	Classroom Supplies - Ramirez Rm 20	01-4300-0003	118.85
P18-04084	Teacher Synergy, Inc. Purchase Order Dept.	Classroom Supplies/Math	01-4300-0003	92.78
P18-04085	Teacher Synergy, Inc. Purchase Order Dept.	Classroom Supplies/ELA	01-4300-3010	140.75
P18-04088	SCHOOL SPECIALTY	Headsets	01-4300-0003	2,413.98
Total Location				9,768.17
Location Browns Valley Elementary (03)				
P18-04106	Riverside Technologies Inc.	HP 4GB 11" Chromebooks	01-4300-0003	4,027.64
P18-04200	TROXELL COMMUNICATIONS INC	Aver Doc Camera	01-4300-0004	242.48
P18-04227	ADVANCED DOCUMENT CONCEPTS	Browns Valley Service Copier Maint 17-18 SY	01-5621-0003	250.00
Total Location				4,520.12
Location Business Services (106)				
P18-04058	SUTTER COUNTY SCHOOLS INTERNAL BUSINESS DEPT	17-18 Facilities Billing	01-7142-6500	8,232.00
P18-04270	MARIN PAINTING	Claim #3288380 Property Damage Claim	01-5451-0000	3,997.66
P18-04271	NCSIG	Claim #180113 11/03/17 Bodily injury	01-5451-0000	2,793.81
P18-04276	CITY OF MARYSVILLE	MOU Pedestrian Crosswalk	01-7299-0000	10,737.51
Total Location				25,760.98
Location Categorical (203)				
P18-04077	The Brick Coffee House Cafe	CTE Advisory Committee Meeting 5/15/18	01-4300-0003	100.00

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Includes Purchase Orders dated 05/01/2018 - 06/01/2018

Board Meeting Date June 26, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Cedar Lane Elementary (05)				
P18-03761	GOVCONNECTION, INC.	Epson Lamps for 585W	01-4300-0003	664.96
P18-03831	APPLE COMPUTER INC	iPads 32GB	01-4300-0003	8,487.31
P18-03832	CDW-G COMPUTER CENTER	Laptops, projector mount, & Offerboxes	01-4300-0003	1,408.05
			01-4410-0003	9,908.48
P18-03833	TROXELL COMMUNICATIONS INC	Projector & rails for smartboard	01-4300-0003	420.01
			01-4410-0003	1,094.41
P18-03834	OLIVER WORLDCLASS LABS	Smartboard	01-4410-0003	1,907.91
P18-03842	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart	01-4410-0003	1,400.76
P18-03846	Teacher Synergy, Inc. Purchase Order Dept.	English Materials / Duenas	01-4300-0003	109.94
P18-03847	Teacher Synergy, Inc. Purchase Order Dept.	English Materials / Grade 2	01-4300-0003	148.49
P18-03849	Teacher Synergy, Inc. Purchase Order Dept.	1st grade English Materials	01-4300-0003	200.89
P18-03992	Teacher Synergy, Inc. Purchase Order Dept.	Puentes- Supplies	01-4300-0003	144.39
P18-04059	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	2nd grade	01-4300-0003	246.75
P18-04195	AMAZON.COM	Crist	01-4300-1100	69.24
P18-04198	AMAZON.COM	Rack / Gill	01-4300-1100	85.72
P18-04203	CURRICULUM ASSOCIATES	Hatch - Writers Student Book	01-4300-1100	86.06
P18-04204	Complete Book and Media Supply	Lefever	01-4300-1100	43.41
		Total Location		26,426.78
Location Charter Academy For Fine Arts (42)				
P18-03784	AMAZON.COM	Chromebook Screen	09-4300-0000	64.52
P18-03919	AMAZON.COM	Supplies - Dance Vests	09-4300-9010	571.20
P18-03959	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	63.00
P18-03999	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	134.75
P18-04041	J's Party Rentals & Decor	Rental - Chairs	09-5630-0000	205.00
P18-04177	CROWN AWARDS	Awards	09-4300-0000	97.10
P18-04181	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	262.50
P18-04186	NU GENERATION LANES, INC.	8th Grade Trip	09-5890-0000	1,200.00
P18-04216	SACRAMENTO THEATRICAL LIGHTING	Truss Rental	09-5630-0000	2,225.00
P18-04278	CA School Finance Authority	Reimbursement for Charter School Facility Grant	09-8590-6030	7,609.00
P18-04279	SACRAMENTO THEATRICAL LIGHTING	Bleacher Rental	09-5630-0000	4,500.00

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Includes Purchase Orders dated 05/01/2018 - 06/01/2018

Board Meeting Date June 26, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42) (continued)				
P18-04280	TWIN CITY TROPHIES	Supplies - Graduation	09-4300-1100	741.61
Total Location				17,673.68
Location Child Development (51)				
P18-03748	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Linda Pre Supplies Rm 303 Isabel Martinez	12-4300-6105	355.55
P18-03749	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Yuba Feather PRE Supplies - Rhonda Lococo	12-4300-6105	859.94
P18-03789	APPLE COMPUTER INC	iPads 128GB	12-4300-6105	4,477.43
P18-03802	ABRAMS & COMPANY PUBLISHERS,	Letter Ppl Meeting & Greeting Cards	12-4300-6105	2,575.49
P18-03819	AMAZON.COM	Pop Up Canopy	12-4300-6105	155.69
P18-03843	APPLE COMPUTER INC	iPads 128GB	12-4300-6105	2,686.46
P18-03942	KRCX-FM	Preschool Advertising 99.9 Spanish Radio	12-5890-6105	2,000.00
P18-03995	RESULTS RADIO KKCY COUNTRY/KMJE MAGIC 101.5	Country Radio Preschool Advertising	12-5890-6105	1,800.00
P18-04075	AMAZON.COM	Feelings Bulletin Board Kynoch PRE Carmen Mota	12-4300-6105	22.71
P18-04097	The Shopper	Preschool Enrollment Ad	12-5890-6105	395.00
P18-04116	KAPLAN SCHOOL SUPPLY	Arboga Preschool Wishlist Supplies- RM A Marci	12-4300-6105	1,737.75
P18-04117	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Arboga Preschool Wishlist Supplies- Rm A Marci	12-4300-6105	1,298.31
P18-04118	AMAZON.COM	Arboga Preschool Wishlist Supplies- Rm A Marci	12-4300-6105	303.00
P18-04119	Nature Explore Natural Products Department	Covillaud PRe RM C Becky D'Agostini	12-4300-6105	178.71
P18-04120	AMAZON.COM	Covillaud PRE RM C Becky D'Agostini	12-4300-6105	315.55
P18-04125	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Arboga Preschool Wishlist Supplies- Rm B Jeanette	12-4300-6105	1,834.06
P18-04126	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kynoch Preschool Wish List Supplies- Carmen Mota	12-4410-6105	518.54
P18-04127	DISCOUNT SCHOOL SUPPLY	Kynoch Preschool Wish List Supplies- Carmen Mota	12-4300-6105	2,004.63
P18-04128	KAPLAN SCHOOL SUPPLY	Kynoch Preschool Wish List Supplies- Carmen Mota	12-4300-6105	126.30
P18-04129	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Cedar Lane PRe Dao Scott Supplies	12-4300-6105	184.81
P18-04130	KAPLAN SCHOOL SUPPLY	Covillaud PRE Rm A Maribel Garcia	12-4300-6105	2,568.44
P18-04131	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Pre Rm A Maribel Garcia	12-4300-6105	1,253.54
P18-04132	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Olivehurst Pre Wish List Supplies- Rm A Kang	12-4410-6105	118.14
P18-04133	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Pre Supplies Rm C Jackie Midthun	12-4300-6105	259.67
				2,790.14
				540.17
				430.23

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Child Development (51) (continued)					
P18-04134	KAPLAN SCHOOL SUPPLY	Covillaud PRE C Jackie Midthun	12-4300-6105	308.06	
P18-04135	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	YF Preschool - Rhonda Lococo	12-4300-6105	216.47	
P18-04136	KAPLAN SCHOOL SUPPLY	Olivehurst Pre Rm C Heidi Oliver	12-4300-6105	306.65	
P18-04137	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Olivehurst Pre RM C Heidi Oliver	12-4300-6105	2,745.48	
P18-04138	KAPLAN SCHOOL SUPPLY	Olivehurst Preschool Wish List Supplies- Rm A Kang	12-4300-6105	231.28	
P18-04139	KAPLAN SCHOOL SUPPLY	Olive PRE C Marci Dena	12-4300-6105	220.79	
			12-4410-6105	552.03	
P18-04140	KAPLAN SCHOOL SUPPLY	Olivehurst Pre Wish List Supplies- Rm B Maria	12-4300-6105	1,704.60	
P18-04141	AMAZON.COM	Olivehurst Pre Supplies- Rm B Maria	12-4300-6105	185.11	
P18-04142	AMAZON.COM	Olivehurst Pre Wish List Supplies Rm A Kang	12-4300-6105	145.49	
P18-04156	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Ella Preschool Wish List Supplies	12-4300-6105	3,237.09	
			12-4410-6105	540.17	
P18-04157	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Pre Supplies- Griselda & Maribel	12-4300-6105	1,738.06	
P18-04158	KAPLAN SCHOOL SUPPLY	Covillaud Pre Supplies Rm A Griselda&Maribel	12-4300-6105	2,431.87	
P18-04159	Nature Explore Natural Products Department	Covillaud PRE Supplies Griselda Madrid	12-4300-6105	665.55	
P18-04160	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Linda Pre Supplies RM 303 - Bernie & Belle	12-4300-6105	2,503.28	
P18-04163	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Linda Pre RM 302 - Linda Duenas	12-4300-6105	3,696.72	
P18-04164	KAPLAN SCHOOL SUPPLY	YF PRE Supplies Rhonda Lococo	12-4300-6105	3,530.19	
			12-4410-6105	585.37	
P18-04165	AMAZON.COM	EMCC Supplies Carmen Garcia	12-4300-5025	74.67	
P18-04166	CONSTRUCTIVE PLAYTHINGS/ U.S. TOY COMPANY	Linda PRE Rm 303	12-4300-6105	850.43	
P18-04167	KAPLAN SCHOOL SUPPLY	Linda Pre Supplies RM 303 - Belle & Bernie	12-4300-6105	258.64	
P18-04168	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Linda Pre RM 303 Belle & Bernie	12-4300-6105	431.92	
P18-04169	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	School Readiness Supplies Cedar Lane Veronica Lepe	01-4300-9014	1,881.74	
P18-04171	KAPLAN SCHOOL SUPPLY	SR Supplies Veronica Lepe Cedar Lane	01-4300-9014	977.24	
P18-04183	HATCH COMPANY	SR Supplies Cedar Lane Veronica Lepe	01-4300-9014	1,229.72	
P18-04272	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	EMCC Supplies	12-4300-5025	1,239.07	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Child Development (51) (continued)					
P18-04275	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	MCC - Bernie Ridgeway Classroom Supplies	12-4300-5025	2,553.54	
			12-4300-6105	129.13	
			12-4410-5025	2,042.67	
			Total Location	69,003.29	
Location Community Day School (54)					
P18-03781	TROXELL COMMUNICATIONS INC	TV Mount	01-4300-0004	102.84	
P18-03957	WAL-MART COMMUNITY BRC	Classroom Supplies	01-4300-9010	1,300.00	
P18-03958	CDW-G COMPUTER CENTER	Monitor	01-4300-3010	173.57	
P18-04007	Riverside Technologies Inc.	HP 4GB 11" Chromebooks	01-4300-3010	6,712.73	
P18-04037	CDW-G COMPUTER CENTER	Admin CPU	01-4410-3010	1,039.20	
P18-04096	OFFICE DEPOT B S D	File cabinets for anti-smoking supplies	01-4300-6690	671.13	
P18-04218	AMAZON.COM	English Class DVDs	01-4300-1100	17.72	
P18-04274	Alice Ruth Bolton	Incentive/Inspirational books	01-4300-1100	880.96	
			Total Location	10,898.15	
Location Cordua Elementary (07)					
P18-03866	Container Solutions, Inc.	Cordua Storage Container	01-4410-1100	3,807.38	
P18-03953	LOUIE LETHRIDGE	Mural	01-5801-1100	2,000.00	
P18-03986	AMAZON.COM	Storage for Books	01-4300-0004	172.80	
P18-04150	TEC-COM	Cordua AV Systems	01-6210-0000	11,257.00	
			01-6210-0003	25,098.00	
P18-04210	BSN SPORTS	Soccer Goals	01-4410-0004	542.00	
			01-4410-1100	574.28	
			01-4410-9010	1,000.00	
P18-04212	SCHOOL MATE	Cordua	01-4300-0004	374.55	
P18-04228	ADVANCED DOCUMENT CONCEPTS	Cordua Service Copier Maint 17-18 SY	01-5621-0003	150.00	
			Total Location	44,976.01	
Location Covillaud Elementary (09)					
P18-03945	MYERS-STEVENSON & CO INC	Science Museum Field Trip	01-5890-0004	37.89	
P18-04011	PENWORTHY / MEDIA SOURCE	COV - Library books	01-4200-0003	686.43	
P18-04018	CALIFORNIA ACADEMY OF SCIENCES	GATE field trip to science museum	01-5890-0004	149.25	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Covillaud Elementary (09) (continued)				
P18-04111	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart	01-4410-0003	1,400.76
P18-04112	CDW-G COMPUTER CENTER	Laptops	01-4410-0003	9,908.48
P18-04213	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart	01-4410-0003	1,400.76
Total Location				13,583.57
Location Custodial Supervisor (206)				
P18-03990	Decker Equipment/School Fix	Custodial - Linda School	01-4320-0000	66.35
P18-04122	Decker Equipment/School Fix	Desk Movers	01-4320-0000	879.95
P18-04151	SAC VAL JANITORIAL SALES & SERVICES, INC.	Scrubbers, vacuums, buffers	01-4320-0000	743.74
				22,297.75
P18-04152	HILLYARD - SACRAMENTO	Vacuums and pressure washers	01-4320-0000	3,991.95
P18-04214	HILLYARD - SACRAMENTO	Extractors, burnishers, and blowers	01-4320-0000	990.42
				6,861.94
Total Location				35,832.10
Location Dobbins Elementary (11)				
P18-03885	APPLE COMPUTER INC	iPads 128GB	01-4300-3010	4,477.43
P18-03886	Riverside Technologies Inc.	14" Chromebooks	01-4300-3010	2,843.78
P18-03887	CDW-G COMPUTER CENTER	Otherboxes for iPads	01-4300-3010	520.03
P18-03889	APPLE COMPUTER INC	MacBook Pro	01-4410-3010	1,573.54
P18-03891	PERMA BOUND	Library Books	01-4200-3010	3,991.61
P18-03917	AMAZON.COM	STEAM family night	01-4300-0003	36.62
P18-03918	AMAZON.COM	STEAM Air Power Vehicle	01-4300-0003	27.06
P18-03922	AMAZON.COM	STEAM Supplies	01-4300-0003	217.98
P18-03937	AMAZON.COM	S.T.E.A.M. Learning Kits	01-4300-0003	602.50
P18-03946	CDW-G COMPUTER CENTER	Mini Desktop & Monitor	01-4410-1100	1,201.95
P18-03949	Riverside Technologies Inc.	Mini PC Stand and Lock	01-4410-1100	81.19
P18-03950	NWN CORPORATION	Color Printer / Office	01-4410-1100	994.90
P18-04185	AMAZON.COM	STEAM	01-4300-1100	30.40
Total Location				16,598.99
Location Edgewater Elementary (12)				
P18-03754	CDW-G COMPUTER CENTER	Toner	01-4300-1100	213.27

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Location Edgewater Elementary (12) (continued)				
P18-03764	PERMA BOUND	LIBRARY BOOKS	01-5801-3010	6,071.53
P18-03767	TOUCH MATH	RSP Math Supplies	01-4300-3010	1,620.64
P18-03894	Riverside Technologies Inc.	14" Chromebooks	01-4300-0003	5,971.93
P18-03929	Riverside Technologies Inc.	14" Chromebooks	01-4300-3010	1,137.51
P18-03930	PERMA BOUND	EDG Library	01-4200-0003	5,369.86
P18-03964	TROXELL COMMUNICATIONS INC	30 unit Chromebook Carts	01-4410-3010	2,262.43
P18-04024	PERMA BOUND	LIBRARY eBOOKS	01-5801-0003	4,871.61
P18-04071	AMAZON.COM	Classroom Supplies / Denton 4th Grade	01-4300-0003	16.23
P18-04074	AMAZON.COM	Love & Logic Books / Dueñas	01-4200-3010	286.14
P18-04109	AMAZON.COM	Classroom Supplies / First Grade	01-4300-0003	209.73
Total Location				28,030.88
Location Ella Elementary (13)				
P18-03776	CASH & CARRY	End of year BBQ	01-4300-1100	1,200.00
P18-03818	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	painting supplies	01-4300-1100	175.00
P18-03841	GENERAL BINDING CORP	Ultima Laminator Maintenance	01-5621-0004	350.15
P18-04012	ADVANCED DOCUMENT CONCEPTS	Copiers	01-4450-1100	25,257.38
P18-04101	DISCOVERY EDUCATION	Discovery Ed.	01-5801-3010	2,600.00
P18-04153	WAL-MART COMMUNITY BRC	STEAM Supplies	01-4300-0004	500.00
P18-04155	SAM'S CLUB DIRECT	Folding chairs and tables	01-4300-1100	1,428.45
Total Location				31,510.98
Location Facilities (66)				
P18-03747	Johnson Controls, Inc.	8192-LHS Culinary Arts Phase 2	01-5890-0010	988.00
P18-03812	American Modular Systems, Inc	8193-MCAA Portable CR Addition	09-6210-0004	101,390.00
P18-03813	Utility Management Services	Utility Management Services-3 YR Contract	01-5801-0000	5,040.00
P18-03829	DIVISION OF STATE ARCHITECT	DSA Fees for 8187-MHS Scoreboard	01-6223-0010	285.00
P18-03997	DIVISION OF STATE ARCHITECT	8193-MCAA Portable Addition DSA FEES	09-6223-0004	3,362.00
P18-04066	DIVISION OF STATE ARCHITECT	8192-LHS Culinary Arts Phase 2 - DSA FEES	01-6223-0010	4,100.00
P18-04193	NATIONAL ANALYTICAL LABORATORIES, INC.	NAL-Soil Inspection/8159-MHS	01-6230-0010	685.00
P18-04247	CITY OF MARYSVILLE RECREATION DEPT	Plan Review Fee- 8193-MCAA	09-6223-0004	100.00
P18-04262	Dude Solutions, Inc.	Energy Management Services Renewal Online	01-5801-0000	4,147.50

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Location Facilities (66) (continued)				
P19-00003	Dude Solutions, Inc.	Renewal Online Work Order Tracking 2018-2021	01-5801-0004	40,101.33
Total Location				160,198.83
Location Foothill Intermediate (35)				
P18-03892	PERMA BOUND	Library Books	01-4200-3010	293.59
P18-03928	PERMA BOUND	Library Books	01-4200-0003	1,095.88
P18-03982	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart	01-4410-3010	1,131.21
P18-04032	AMAZON.COM	Band Supplies	01-4300-0004	81.13
P18-04033	AMAZON.COM	Snare Drum Stand	01-4300-0004	68.19
P18-04038	SCHOOL OUTFITTERS ATTN: SHARON WILSON	Music Stand Cart / Band	01-4300-0004	338.05
P18-04056	CDW-G COMPUTER CENTER	Projector Install Items	01-4300-3010	200.78
P18-04069	AMAZON.COM	FHS - Supplies	01-4300-6500	88.31
P18-04078	AMAZON.COM	FHS - Band	01-4300-0004	91.90
P18-04224	J L DESIGNS	FHS - Promotion	01-4300-0000	253.31
Total Location				3,642.35
Location Grounds (65)				
P18-03826	Citrus Heights Mower	Grounds Equipment	01-4410-8150	2,682.98
P18-03827	Citrus Heights Mower	Grounds Equipment	01-4410-8150	2,032.16
P18-03828	TRACTOR SUPPLY COMPANY	Grounds - Equipment	01-4410-8150	541.24
P18-03869	Citrus Heights Mower	Mowers	01-4450-8150	21,977.77
P18-04013	Deere & Company	Mowers	01-4450-8150	33,980.50
P18-04148	TWIN CITIES TREE SERVICE	Grounds Work - Cedar Lane School	01-5801-0000	495.00
P18-04179	Citrus Heights Mower	Mowers	01-4410-8150	9,658.71
P18-04202	Berry Electric	Grounds- Pump Repair at Browns Valley	01-5641-0000	875.00
Total Location				72,243.36
Location Indian Education (108)				
P18-03494	Diana Almendariz	Native Peoples History Day	01-5801-4510	250.00
P18-03758	CYNTHIA KETCHUM	High School Units Workshops	01-5801-4510	375.00
P18-03759	TWIN CITIES EQUIPMENT RENTAL	NATIVE PEOPLE'S HISTORY DAY	01-5630-4510	100.00
P18-03760	ARNE'S PAINT STORE INC.	NATIVE PEOPLE'S HISTORY DAY	01-4300-4510	50.00
P18-03770	THE HIDE & LEATHER HOUSE, INC	NATIVE PEOPLES HISTORY DAY	01-4300-4510	1,000.00

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Location Indian Education (108) (continued)				
P18-03786	ENTERPRISE RENT-A-CAR ATTN: ACCOUNTS RECEIVABLE	FIELD TRIPS 2017/18	01-5630-4510	1,300.00
P18-03836	Shonnie Bear	PRESENTATIONS	01-5801-4511	700.00
P18-03925	Castulo Escalante	High School Workshop Instruction	01-5801-4510	375.00
P18-03983	Josephine Singh	YSPW STUDENT WORKSHOP	01-5801-4510	350.00
P18-03984	Sky Road Webb	SUMMER WORKSHOP	01-5801-4510	250.00
P18-03985	Michael Allen Williams	SUMMER WORKSHOP	01-5801-4510	250.00
P18-03988	Steven Meyer	HIGH SCHOOL CREDITS	01-5801-4510	375.00
P18-04019	NASCO	Art Supplies	01-4300-4510	139.57
P18-04063	Sky Road Webb	PRESENTATIONS	01-5801-4510	1,750.00
P18-04070	Cedar Ann Miles	NATIVE PEOPLES HISTORY DAY	01-5801-4510	150.00
P18-04219	Noelani Marie Perez	YSPW STUDENT WORKSHOP	01-5801-4510	200.00
Total Location				7,614.57
Location Instruction (IMC) (110)				
P18-03755	SOLUTION TREE	Solution Tree Maria June PD	01-5801-0004	6,500.00
P18-04205	PARENT INSTITUTE FOR QUALITY EDUCATION	PIQE Parent Leashership	01-5801-4203	3,500.00
P18-04206	Cardea Services	Positive Prevention Plus Curriculum	01-4100-0004	21,165.78
P18-04221	BE GLAD, LLC	BeGlad Training 2018	01-5801-4203	3,000.00
P18-04255	CENGAGE LEARNING	9-12 Big Ideas Math: Integrated Mathematics LHS	01-4100-0004	118,866.08
P18-04256	CENGAGE LEARNING	9-12 Big Ideas Math: Integrated Mathematics MHS	01-4100-0004	79,244.06
P18-04257	CENGAGE LEARNING	9-12 Big Ideas Math: Integrated Mathematics SLHS	01-4100-0004	20,976.37
P18-04258	CENGAGE LEARNING	9-12 Big Ideas Math: Integrated Mathematics CDS	01-4100-0004	11,653.54
P18-04259	CENGAGE LEARNING	9-12 Big Ideas Math: Integrated Mathematics IS	01-4100-0004	8,157.48
P18-04260	CENGAGE LEARNING	9-12 Big Ideas Math: Integrated Mathematics DO	01-4100-0004	.01
Total Location				273,063.32
Location Johnson Park Elementary (15)				
P18-03757	TROXELL COMMUNICATIONS INC	30 unit Chromebook Carts	01-4410-0003	2,801.51
P18-03814	CDW-G COMPUTER CENTER	Student PCs and monitors	01-4410-0003	6,158.03
P18-03816	Riverside Technologies Inc.	HP 4GB 11" Chromebooks	01-4300-3010	5,146.42
P18-03840	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Beanbags and carpet	01-4300-0004	518.47
P18-03862	SAM'S CLUB DIRECT	Tables	01-4300-1100	324.62

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Location Johnson Park Elementary (15) (continued)					
P18-03881	PERMA BOUND	Library Books	01-4200-3010	8,821.18	
P18-03961	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart	01-4410-3010	1,131.21	
P18-03965	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart	01-4410-0003	1,131.21	
P18-04010	Complete Book and Media Supply	Books / Rivas	01-4300-0003	71.72	
P18-04026	REALLY GOOD STUFF	Classroom supplies	01-4300-0003	438.37	
P18-04105	SCHOOL SPECIALTY	Office Chair	01-4300-1100	801.59	
P18-04114	WALKER'S OFFICE SUPPLIES	Office Furniture	01-4300-1100	1,680.04	
P18-04115	Miles Treaster & Associates	Guest Chairs	01-4300-1100	1,028.89	
P18-04267	CITY OF YUBA CITY LEISURE SERVICES	AR/Lexia group	01-5890-0004	350.00	
Total Location				30,403.26	
Location Kynoch Elementary (17)					
P18-03741	Patrick Ranch Museum	RM 13 & 14, FIELDTRIP PAYMENT. PATRICK RANCH	01-5890-9010	100.00	
P18-03742	Patrick Ranch Museum	RM 20 & 21, FIELDTRIP PAYMENT. PATRICK RANCH	01-5890-9010	100.00	
P18-03744	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	RM 25, FOSTER, CLASSROOM SUPPLIES	01-4300-0003	847.84	
P18-03745	MYERS-STEVENSON & CO INC	2ND GRADE INSURANCE FOR RECOLOGY	01-5890-9010	210.00	
P18-03772	AMAZON.COM	Mason Jars	01-4300-0003	227.22	
P18-03780	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-0003	1,175.53	
P18-03838	PSYCHOLOGICAL CORPORATION CUSTOMER CARE DEPARTMENT	WIAT-III Tests	01-4300-6500	183.58	
P18-03880	MYERS-STEVENSON & CO INC	WALKING FIELD TRIP TO PRESTIGE	01-5890-9010	45.50	
P18-03956	SCHOOL FIX	Chair Caps	01-4320-0000	44.13	
P18-03996	ESQUIRE IMAX THEATRE	RM 8 & 5, CONCESSION ITEMS FOR FIELDTRIP	01-5890-9010	168.00	
P18-03998	ESQUIRE IMAX THEATRE	RM 8 & 5, FIELDTRIP TO IMAX IN SAC. 5/31/18	01-5890-9010	360.00	
P18-04008	AMAZON.COM	Ear Buds	01-4300-3010	188.32	
P18-04060	Hodges Badge Company	A/R Reward Medals / Library	01-4300-9010	171.56	
P18-04089	RAYMOND GEDDES & CO INC	LIBRARY ORDER	01-4300-9010	58.17	
P18-04108	Jones School Supply Co., Inc.	Kindergarten Awards	01-4300-0003	228.54	
P18-04191	EAI EDUCATION	FOSTER, RSP SUPPLIES	01-4300-0003	107.13	
P18-04208	KING CLOTHING	RM 18 Incentive End of Year T-shirts	01-4300-9010	240.25	
P18-04223	AMAZON.COM	27, 1, 34. SPEAKERS	01-4300-3010	107.14	
P18-04225	MYERS-STEVENSON & CO INC	2ND GR INSURANCE FOR PATRICK'S RANCH TRIP	01-5890-9010	192.50	

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Location

Includes Purchase Orders dated 05/01/2018 - 06/01/2018				Board Meeting Date June 26, 2018	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Kynoch Elementary (17) (continued)					
P18-04226	AMAZON.COM	RM 22 & 18, PIONEER DAY SUPPLIES	01-4300-9010	307.98	
P18-04281	KING CLOTHING	RM 17 Incentive End of Year T-shirts	01-4300-9010	289.29	
		Total Location		5,352.68	
Location Linda Elementary (19)					
P18-03878	S & S WORLDWIDE	STARS	01-4300-6010	322.92	
P18-03927	AMAZON.COM	Power Pen Resources	01-4300-0003	95.72	
P18-03951	NWN CORPORATION	Security Camera Server	01-4410-0004	3,045.94	
			01-4410-1100	9,137.80	
			01-5890-9010	164.50	
P18-03960	MYERS-STEVENSON & CO INC	short term insurance 3rd roller king 5/01/18			
P18-04025	AMAZON.COM	office shredder	01-4300-1100	213.22	
P18-04072	Complete Book and Media Supply	classroom books	01-4300-0004	202.73	
P18-04187	TEC-COM	Linda IP Cameras	01-6210-0004	17,884.00	
			01-6210-1100	22,086.00	
P18-04245	MYERS-STEVENSON & CO INC	short term insurance	01-5890-9010	175.00	
		Total Location		53,327.83	
Location Lindhurst High (43)					
P18-03746	MYERS-STEVENSON & CO INC	Field Trip Insurance/ROTC 4/18	01-5890-0000	35.00	
P18-03769	YUBA COMMUNITY COLLEGE ATTN: ATHLETICS	Athletics/Field Use	01-5801-0000	2,198.44	
P18-03775	CLOSE LUMBER	Lumber/McCullough	01-4300-0003	539.86	
P18-03777	AMAZON.COM	Scholarship Banquet Supplies	01-4300-0000	77.92	
P18-03790	AMAZON.COM	Scholarship Banquet Supplies	01-4300-0000	42.12	
P18-03844	MYERS-STEVENSON & CO INC	ED Field Trip 4/26	01-5890-6500	35.00	
P18-03850	APPLE COMPUTER INC	Spangler iTunes Cards	01-4300-0004	300.00	
P18-03867	Balloons Are Everywhere, Inc.	Scholarship Banquet Supplies	01-4300-0000	104.06	
P18-03883	MJB WELDING SUPPLY	Classroom Supplies/Moss	01-4300-0004	2,601.50	
P18-03884	MISSION LINEN & UNIFORM	Chef Coats/Culinary	01-4300-0003	573.38	
P18-03893	Westlake Pro, Inc.	Vegas Pro Software/Spangler	01-5801-0004	875.00	
P18-03916	MYERS-STEVENSON & CO INC	Field Trip Insurance/ROTC 4/27	01-5890-0000	47.25	
P18-03921	AMAZON.COM	Classroom Supplies/Spangler	01-4300-0004	601.45	
P18-03939	MYERS-STEVENSON & CO INC	Field Trip Insurance/ROTC 5/3	01-5890-0000	35.00	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P18-03963	TROXELL COMMUNICATIONS INC	20 unit Chromebook Carts	01-4410-3010	3,875.35
P18-03987	SHADD JANITORIAL SUPPLY	Machine Repairs	01-5641-9010	371.55
P18-04000	AMAZON.COM	Classroom Supplies/Spangler	01-4300-0004	300.95
P18-04009	Senor Woolly LLC	Classroom Supplies/Lamas	01-5801-0003	60.00
P18-04107	PELTON'S PARTY	5/19/18 career fair table & chair rental	01-5630-0000	314.00
P18-04174	MYERS-STEVENSON & CO INC	Field Trip Insurance-Teen Leadership Council 5/8	01-5890-0000	35.00
P18-04175	MYERS-STEVENSON & CO INC	Field Trip Insurance - NHS to Chico State 5/4	01-5890-0000	35.00
P18-04207	SOLUTION TREE	Transforming School Culture Books	01-4300-3010	789.64
P18-04261	AMAZON.COM	Honor Cords	01-4300-0000	379.54
P18-04266	EATON INTERPRETING SERVICES	Graduation Interpreting Services	01-5801-0000	375.00
P18-04273	Teacher Synergy, Inc. Purchase Order Dept.	Classroom Supplies - Arroyo	01-5801-0003	182.99
P18-04277	AP EXAMINATIONS	AP Testing 2017/18	01-4300-0000	9,320.00
Total Location				24,105.00
Location Loma Rica Elementary (21)				
P18-03751	AMAZON.COM	AR Books	01-4200-3010	30.57
P18-03762	NASCO	Classroom Supplies	01-4300-3010	795.76
P18-03773	NASCO	AR Books	01-4200-3010	225.21
P18-03782	AMAZON.COM	Bean Bag Chairs	01-4300-0004	129.58
P18-03785	TROXELL COMMUNICATIONS INC	Chromebook Cart	01-4410-3010	1,434.31
P18-03791	NASCO	Chart Stand	01-4300-0004	541.02
P18-03793	NASCO	Book Set	01-4300-0003	119.53
P18-03822	Complete Book and Media Supply	AR Books	01-4200-3010	305.04
P18-03823	Complete Book and Media Supply	AR Books	01-4200-3010	96.54
P18-03824	GOOD TIME ATTRACTIONS	PBIS	01-4300-0003	191.38
P18-03845	AMAZON.COM	Custodial Supplies	01-4320-0000	107.17
P18-03848	AMAZON.COM	End of Year PBIS Celebration	01-4300-0003	288.68
P18-03868	MIDAMERICA BOOKS	AR Books	01-4200-3010	618.16
P18-04006	AMAZON.COM	Toner	01-4300-1100	116.90
P18-04057	CDW-G COMPUTER CENTER	Projector Install Items	01-4300-0003	181.07
P18-04180	MIDAMERICA BOOKS	Library Books	01-4200-0003	924.20

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PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
Location Maintenance (63)				
P18-03588	SAM'S CLUB DIRECT	Maintenance/Conf. Rm. TV	01-4410-8150	745.95
P18-03837	CDW-G COMPUTER CENTER	Admin CPU / Julie	01-4410-8150	1,039.20
P18-03865	PORTABLE FACILITIES LEASING	Maintenance - Tackboard	01-4300-8150	5,196.00
P18-03870	GEORGE ROOFING	Maintenance - Olivehurst Elementary	01-5642-8150	1,070.00
P18-03871	CAL-WEST CONCRETE CUTTING, INC	Maintenance	01-5801-8150	700.00
P18-03872	Carrier Corporation	Maintenance - McKenney	01-5641-8150	3,150.00
P18-03873	CAPITOL BUILDERS HARDWARE INC	Maintenance	01-4300-8150	84.10
P18-03874	CITY OF MARYSVILLE RECREATION DEPT	Fire Inspection - D.O. and MCAA	01-5801-8150	225.00
P18-03875	CITY OF MARYSVILLE RECREATION DEPT	Fire Inspection - Marysville High School	01-5801-8150	225.00
P18-03876	CITY OF MARYSVILLE RECREATION DEPT	Fire Inspection - Cordua & Covillaud	01-5801-8150	225.00
P18-03877	NATIONAL ANALYTICAL LABORATORIES, INC.	Maintenance - Print Shop District Office	01-5801-8150	415.00
P18-03890	Riverside Technologies Inc.	Mounting Bracket	01-4300-8150	28.15
P18-03948	CDW-G COMPUTER CENTER	Mini Desktop PC	01-4410-8150	1,028.38
P18-04014	Decker Equipment/School Fix	Maintenance - D. Trower	01-4300-8150	848.40
P18-04015	VOLTAGE SPECIALISTS	Maintenance - Fire Pump Browns Valley	01-6500-8150	36,506.00
P18-04023	TROXELL COMMUNICATIONS INC	TV Mount	01-4300-8150	102.84
P18-04043	Guerin Backflow Testing	Maintenance - CalWater backflow testing	01-5801-8150	590.00
P18-04081	L. Ph. Bolander & Sons	Maintenance - Flag	01-4300-8150	189.44
P18-04082	PLACER WATERWORKS, INC.	Maintenance - Kynoch	01-4410-8150	1,786.13
P18-04083	GOLDEN BEAR ALARMS	Maintenance - Kynoch	01-5801-8150	150.00
P18-04091	Carpet II Inc. DBA Premier Floors	Maint. - Kynoch Childrens Center Flooring	12-5642-6105	9,631.24
P18-04092	Carpet II Inc. DBA Premier Floors	Maint. - Kynoch Preschool Flooring	12-5642-6105	9,631.24
P18-04093	KYA Services, LLC	Maint. - Browns Valley #3 Kindergarten Carpeting	01-5642-8150	6,193.71
P18-04094	KYA Services, LLC	Maint. - Covillaud Front Office Carpeting	01-5642-8150	2,493.71
P18-04095	KYA Services, LLC	Maint. - MHS Coaches Office Carpeting	01-5642-8150	1,333.63
P18-04144	Carpet II Inc. DBA Premier Floors	Maintenance - Olivehurst Preschool Flooring	12-5642-6105	31,071.05
P18-04145	Carpet II Inc. DBA Premier Floors	Maint. - Linda Preschool Flooring	12-5642-6105	29,355.35
P18-04146	KYA Services, LLC	Maintenance - Arboga Flooring	01-5642-8150	42,187.39

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P18-04147	KYA Services, LLC	Maintenance/Covillaud Classrooms	01-5642-8150	45,387.14
P18-04154	SCHOOL SPECIALTY	Mini Blinds for CLE	01-4300-8150	2,528.85
P18-04172	FLETCHERS PLUMBING & CONTRACTING INC.	Maintenance - McKenney	01-5801-8150	890.00
P18-04173	THRIFTY-ROOTER-PUMPING	Maintenance - Cordua	01-5801-8150	195.00
P18-04184	HYDROTEC SOLUTIONS, INC.	Tank Maintenance - Foothill	01-5801-8150	345.00
P18-04233	John Burger Heating & Air Conditioning, Inc.	Maint. Yuba Feather - Library HVAC	01-5642-8150	10,560.00
P18-04234	John Burger Heating & Air Conditioning, Inc.	Maint. McKenney - MP Room HVAC	01-5642-8150	38,650.00
P18-04235	W.V. ALTON, INC.	Maint. - Cordua Rm #1 HVAC	14-5642-0000	6,085.13
P18-04236	W.V. ALTON, INC.	Maint. Cordua Rm #2 HVAC	14-5642-0000	6,085.13
P18-04237	W.V. ALTON, INC.	Maint. - Cordua Principals Office Heat Pump System	14-5642-0000	5,369.88
P18-04238	W.V. ALTON, INC.	Maint. - Covillaud MP Room HVAC	14-5642-0000	10,382.27
P18-04239	KYA Services, LLC	Maint. Olivehurst Restrooms epoxy coating	01-5642-8150	16,156.00
P18-04240	KYA Services, LLC	Maint. Johnson Park Restroom Epoxy	01-5642-8150	22,180.00
P18-04241	All Superior Custom Painting	Maint. Exterior Paint Trim - Covillaud	01-5801-8150	19,850.00
P18-04242	Rua & Son Mechanical Inc.	Maint. - Ella Roof Repairs	01-5642-8150	11,450.00
P18-04243	Rua & Son Mechanical Inc.	Maint. - LHS Bldg C Roof Repairs	01-5642-8150	21,950.00
P18-04244	AMERICAN CHILLER SERVICE INC	Maint. Service call at LHS	01-5801-8150	1,220.00
P18-04246	HASTIE'S CAPITOL SAND & GRAVEL	Maint. - MHS Football Stadium Parking Lot	01-4300-8150	929.87
P18-04249	GEORGE ROOFING	Maint. - JPE Roof Repairs	01-5642-8150	11,925.00
P18-04250	GEORGE ROOFING	Maint. LHS F Building Roof	01-5642-8150	5,164.00
P18-04251	GEORGE ROOFING	Maint. MHS Gym/Cafe Roof Repairs	01-5642-8150	6,400.00
P18-04252	GEORGE ROOFING	Maint. MHS Weight Room Skylights	01-5642-8150	11,565.00
P19-00002	BROWNSVILLE SAND & GRAVEL INC	Bus / Grounds Area Road Improvement	01-6170-8150	44,500.00
P19-00004	KYA Services, LLC	Maintenance- LHS Portables Carpet	01-5642-8150	15,573.01
P19-00005	KYA Services, LLC	Maintenance - Community Day Flooring	01-5642-8150	16,067.22
P19-00006	KYA Services, LLC	Maint. - Yuba Gardens Admin Office Carpet	01-5642-8150	5,804.21
Total Location				523,414.62
Location Marysville High (45)				
P18-03743	GOPHER SPORT	PE Supplies	01-4300-0004	1,601.53
P18-03752	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Landscape Fabric	01-4300-0004	345.71

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P18-03768	FREY SCIENTIFIC COMPANY	Balances	01-4300-3010	1,510.89
P18-03771	ADA BADMINTON & TENNIS	PE Supplies	01-4300-0004	70.88
P18-03817	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Open PO to Lowe's / Flowers	01-4300-0004	220.00
P18-03853	WARDS NATURAL SCIENCE	Agriscience Supplies	01-4300-0004	1,042.01
P18-03854	ELITE UNIVERSAL SECURITY	Security at Graduation	01-5801-0000	864.00
P18-03855	SEPS Graphics	Graphics Supplies	01-4300-0004	372.66
P18-03856	UNION LUMBER COMPANY	Open PO for ROP Landscaping	01-4300-0004	214.50
P18-03895	AMAZON.COM	Chromebook Screens	01-4300-3010	104.81
P18-03896	SCHOLASTIC	Choices Magazine Subscription	01-4300-0004	156.58
P18-03902	ROCKLER WOODWORKING & HARDWARE	Woodshop Supplies	01-4300-0004	52.59
			01-4300-9010	150.71
P18-03912	HeartSmart	AED Supplies	01-4300-0004	377.70
P18-03931	MASTER MIX LIGHT AND SOUND PRODUCTION	Sound System for Graduation	01-5801-0000	1,360.00
P18-03932	AMAZON.COM	Workbooks	01-4300-0004	346.48
P18-03933	AMAZON.COM	Photo Supplies	01-4300-0004	645.60
P18-03952	LEARNING FOR LIVING, INC.	Retreat Books - Teacher Resource	01-4300-0004	410.38
P18-03955	MYERS-STEVENSON & CO INC	Field Trip Insurance Chico State	01-5890-0004	35.00
P18-03962	TROXELL COMMUNICATIONS INC	Doc cameras	01-4300-3010	2,424.80
P18-03989	KONE Inc.	Elevator Repair	01-5641-0004	875.22
P18-04003	AMAZON.COM	TB Video	01-4300-0004	74.76
P18-04005	AMAZON.COM	Smart Power Strip	01-4300-0000	27.05
P18-04029	Courthouse Cafe	Lunch for WASC 3/20	01-4300-0000	25.82
P18-04030	PIZZA ROUNDUP	Lunch for WASC 3/19	01-4300-0000	144.11
P18-04031	El Central Cafe	Teacher Work Day Food 3/12	01-4300-0000	438.41
P18-04039	MYERS-STEVENSON & CO INC	Field Trip Insurance Capital	01-5890-0004	63.00
P18-04048	Courthouse Cafe	Breakfast for WASC 3/19	01-4300-0000	23.85
P18-04052	THE TREE HOUSE	Toner	01-4300-0004	1,541.61
P18-04086	Atlantic Training, LLC	OSHA Video	01-4300-0004	171.19

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P18-04087	AMAZON.COM	Photo Supplies	01-4300-0004	180.61
			01-4410-0004	810.79
P18-04194	TEC-COM	MHS Camera Replacement	01-4410-0004	7,405.00
P18-04211	AMAZON.COM	Cameras	01-4410-0004	507.69
P18-04217	BSN SPORTS	Football Equipment	01-4410-9010	1,282.73
P18-04268	MYERS-STEVENSON & CO INC	Field Trip Insurance TLC	01-5890-0004	35.00
P18-04269	MYERS-STEVENSON & CO INC	Graphics to Downtown	01-5890-0004	35.00
Total Location				25,948.67
Location McKenney Intermediate (37)				
P18-03783	AMAZON.COM	Hall Pass / Baker	01-4300-1100	10.02
P18-03830	SCHOLASTIC BOOK FAIRS	Library Books	01-4200-0003	716.00
P18-03923	AMAZON.COM	Art Supplies / Moore	01-4300-1100	89.32
P18-04040	AMAZON.COM	Custodial supplies	01-4320-0000	515.40
P18-04042	AMAZON.COM	Owl Pellets and Tweezers / BAKER	01-4300-1100	96.20
P18-04090	AMAZON.COM	OFFICE	01-4300-1100	32.23
P18-04189	JONES SCHOOL SUPPLY CO INC	8TH GRADE AWARDS	01-4300-1100	72.52
P18-04222	SUTTER BUTTES COMMUNICATIONS	2-way radios and earpieces	01-4300-6690	2,569.75
P18-04254	CAST, Inc.	PD CAST TRAINING 3/12/18 MCK & FHS	01-5801-3010	5,002.06
Total Location				9,103.50
Location Nutrition Services (73)				
P18-03820	CDW-G COMPUTER CENTER	Admin CPUs and Monitors	13-4410-5310	9,702.17
P18-03860	NWN CORPORATION	Color Printer / Office	13-4410-5310	994.90
P18-03863	The Hillshire Brands Co.	Direct Order for Warehouse Inventory	13-9325-5310	5,689.08
P18-03864	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	539.60
P18-04045	Crown Distributing	Direct Order for Warehouse Inventory	13-9326-5310	1,563.85
P18-04046	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9326-5310	4,719.70
P18-04100	NOT JUST A T-SHIRT, LLC	2018 Linda Nutrition Fair	13-4300-5310	296.55
P18-04196	NOT JUST A T-SHIRT, LLC	2018 Linda Nutrition Fair	13-4300-5310	57.92
P18-04209	MESCHER DOOR COMPANY	Repairs-Nutrition Services Van #912	13-5641-5310	251.60
P18-04253	Trade Supplies, Inc.	Direct Order for Warehouse Inventory	13-9326-5310	1,405.34

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P18-04265	EMS-ISITE	Banner	13-4300-5330	2,510.22
Total Location				27,730.93
Location Olivehurst Elementary (25)				
P18-03851	WEST MUSIC	Music Supplies	01-4300-0004	375.52
P18-03852	PLANK ROAD PUBLISHING, INC	Music Order	01-4300-0004	29.02
P18-04182	SCHOOL MATE	Weekly Folders for Students	01-4300-1100	684.68
Total Location				1,089.22
Location Personnel (113)				
P18-04065	CASTO ATTN-KAREN SULLIVAN	CASTO Dir of Transp advertisement	01-5890-0000	50.00
Location Print Shop (67)				
P18-04176	AMAZON.COM	Badge Photo Backdrop	01-4300-0000	16.23
Location Pupil Services (202)				
P18-03935	AMAZON.COM	AR Books	01-4300-0000	44.82
P18-04049	CDW-G COMPUTER CENTER	Laptops	01-4410-0000	1,981.70
P18-04050	VERIZON WIRELESS	iPhone 8 64 GB Kristin Chambers (New line)	01-4410-0000	307.74
P18-04053	Pro-Ed	DHH Supplies for Kristin	01-4300-0000	251.87
P18-04054	PEARSON CUSTOMER SERVICE	DHH Supplies for Kristin	01-4300-0000	258.97
P18-04061	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech Supplies - Janice Alves	01-4300-6500	62.19
P18-04062	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech Supplies - Pam Wickline	01-4300-6500	473.97
P18-04067	Northern Speech Services, Inc.	Speech -Janice Alves	01-4300-6500	74.67
P18-04124	Health Care Instruments	Calibrate Audiometers	01-5801-0000	360.00
P18-04149	APPLE COMPUTER INC	iPads 32GB	01-4300-6500	678.99
P18-04161	VERIZON WIRELESS	iPhone 8 Petrina Ladendorf New Line	01-4410-0000	307.74
P18-04162	VERIZON WIRELESS	iPhone 8 Katie Woodward 530-701-7806	01-4410-0000	307.74
Total Location				5,110.40
Location Purchasing (104)				
P18-03788	THE TREE HOUSE	Toner for printer	01-4300-0000	250.31
P18-04201	MOORE WALLACE, AN RR DONNELLEY COMPANY	D.O./Mhs for Tech	01-4300-0000	1,631.98
P19-00001	OFFICE DEPOT B S D	Office Supplies	01-4300-0000	5,000.00

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

001 - Marysville Joint Unified School District

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Includes Purchase Orders dated 05/01/2018 - 06/01/2018

Board Meeting Date June 26, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location South Lindhurst (47)			Total Location	6,882.29
P18-03765	Crestline Company	Custom tablecloths	01-4300-1100	532.98
P18-03835	SAM'S CLUB DIRECT	Television	01-4410-1100	752.84
P18-03839	TROXELL COMMUNICATIONS INC	TV Mount	01-4300-1100	102.84
P18-03882	SCHOOL SPECIALTY	Tables and trash cans	01-4300-0004	1,917.12
			01-4410-0004	3,534.89
P18-03920	J's Party Rentals & Decor	Graduation Rental	01-5630-1100	675.00
P18-03941	AMAZON.COM	Dry-Erase Easel	01-4300-1100	484.79
P18-03947	WALKER'S OFFICE SUPPLIES	Bookcases	01-4300-0004	521.24
P18-04004	AMAZON.COM	Graduation Supplies	01-4300-1100	160.12
		Total Location		8,681.82
Location Student Discipline/Attendance (109)				
P18-03938	SUTTER BUTTES COMMUNICATIONS	Motorola earpieces for school sites	01-4300-0000	1,231.35
			01-4300-0004	327.45
P18-04110	WAL-MART COMMUNITY BRC	Open PO for misc. supplies and materials	01-4300-0000	250.00
P18-04113	CORWIN PRESS	DISCIPLINE BOOKS	01-4300-0000	209.05
P18-04263	Alice Ruth Bolton	Contract with Alice Ruth Bolton	01-5801-0000	1,000.00
		Total Location		3,017.85
Location Technology (102)				
P18-03774	AMAZON.COM	Screen Protectors for Techs	01-4300-0000	9.73
P18-03792	AMAZON.COM	USB Hub	01-4300-0000	71.43
P18-04016	AMS.NET	Cisco Phones	01-4300-0000	326,108.18
P18-04021	SHI International Corp	Microsoft Licenses	01-5801-0000	28,772.50
P18-04034	AMS.NET	Outdoor Speaker	01-4410-0000	862.14
P18-04036	FARONICS TECHNOLOGIES USA, INC	Deep Freeze June 26, 2018 - June 25, 2019	01-5801-0000	2,250.00
P18-04143	VERIZON WIRELESS	iPhone X 256 GB Ruda Nelson 530-682-9338	01-4410-0000	794.86
P18-04170	APPLE COMPUTER INC	Case for Ruda's phone	01-4300-0000	42.22
P18-04190	AMAZON.COM	Headset for Richard	01-4300-0000	32.46
P18-04192	AMAZON.COM	Screen protector for Ruda	01-4300-0000	10.81

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Includes Purchase Orders dated 05/01/2018 - 06/01/2018

Board Meeting Date June 26, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Technology (102) (continued)				
P18-04264	CDW-G COMPUTER CENTER	Aruba Controllers	01-4410-0000	48,784.05
			01-5801-0000	17,214.06
			Total Location	424,952.44
Location Transportation (69)				
P18-03750	VERIZON WIRELESS	Kyocera DuraXV LTE Carl Harte 530-682-8220	01-4300-0230	21.78
P18-03879	MID VALLEY SOUND	Bus S-11 Electrical	01-5641-0230	200.00
P18-03993	LARRY GEWEKE FORD	2018 Ford Truck	01-6500-0230	37,890.84
P18-04102	GRAFIX SHOPPE	Transportation - Decals	01-4300-0230	842.70
P18-04103	MESCHER DOOR COMPANY	Transportation Shop	01-5641-0230	130.00
P18-04220	BUSWEST	Cameras/Child Check Additions for New Buses	01-6500-0010	3,917.31
			01-6500-0230	3,917.30
P18-04229	JEFF'S TRUCK SERVICE	TRANSPORTATION	01-6500-0230	3,174.99
P18-04230	CDW-G COMPUTER CENTER	Laptop	01-4410-0230	990.85
P18-04231	VALLEY POWER SYSTEMS, INC.	Transp. - Transmission Bus #64	01-5641-0230	3,447.29
P18-04248	AMAZON.COM	Phone case for Carl Harte	01-4300-0230	9.94
			Total Location	54,543.00
Location Warehouse (71)				
P18-03753	LARRY GEWEKE FORD	2015 Ford Cargo Van	01-6500-0010	23,824.59
P18-03811	HILLYARD - SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	5,157.48
P18-03821	VERIZON WIRELESS	iPhone X Edwin Gomez 530-682-9246	01-4410-0000	664.95
P18-03861	PYRAMID SCHOOL PRODUCTS	Warehouse Stock 17-18 S.Y.	01-9320-0000	2,585.01
P18-03943	SOUTHWEST SCHOOL & OFFICE SUPPLY	Whs Stock 17-18 SY	01-9320-0000	5,277.37
P18-03944	HILLYARD - SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	6,601.56
P18-04047	SHADD JANITORIAL SUPPLY	Warehouse Stock 2017-18 S.Y.	01-9320-0000	629.56
P18-04098	HILLYARD - SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	1,466.54
P18-04099	CASH & CARRY	Warehouse Stock 2017-18 S.Y.	01-9320-0000	120.12
P18-04178	K/P EDUCATIONAL SERVICE	Warehouse Stock 2017-18 S.Y.	01-9320-0000	1,021.31
P18-04188	SAC VAL JANITORIAL SALES & SERVICES, INC.	Whs Stock 17-18 SY	01-9320-0000	319.10
P18-04197	RISO PRODUCTS OF SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	539.09
P18-04232	ERNEST PACKAGING SOLUTIONS	Warehouse Stock 2017-18 S.Y.	01-9320-0000	580.63

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Includes Purchase Orders dated 05/01/2018 - 06/01/2018				Board Meeting Date June 26, 2018	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Warehouse (71) (continued)					
P18-04282	SAC VAL JANITORIAL SALES & SERVICES, INC.	Whs Stock 17-18 SY	01-9320-0000	2,764.27	
Total Location				51,551.58	
Location Yuba Feather K-6 (29)					
P18-03766	ACP DIRECT	Chromebook cabinet	01-4300-0003	217.94	
P18-03815	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart	01-4410-0003	1,400.76	
P18-03888	CDW-G COMPUTER CENTER	Otterboxes for iPads	01-4300-3010	520.03	
P18-03954	Treetop Products, Inc.	Yuba Feather School	01-4300-1100	184.19	
P18-04027	SCHOOL SPECIALTY	Yuba Feather School	01-4300-0004	342.93	
P18-04028	SCHOOL NURSE SUPPLY, INC	Yuba Feather School	01-4300-1100	236.24	
P18-04051	SCHOOL MATE	School Planners	01-4300-0003	292.00	
P18-04055	AMAZON.COM	S.T.E.M. Supplies	01-4300-0003	266.77	
P18-04064	Pitsco, Inc.	Yuba Feather School	01-4300-3010	1,168.88	
P18-04073	ACE EDUCATIONAL SUPPLIES	ELA Supplies	01-4300-0003	239.29	
P18-04104	PERMA BOUND	YUBA FEATHER SCHOOL LIBRARY	01-4200-3010	1,997.21	
P18-04121	AMAZON.COM	Chewelry	01-4300-0004	127.31	
Total Location				6,993.55	
Location Yuba Gardens Intermediate (39)					
P18-03779	EMC PUBLISHING	RISTER/GATES	01-4300-3010	2,074.07	
P18-03926	CLOSE LUMBER	Lumber / Roe	01-4300-0003	430.94	
P18-03980	TROXELL COMMUNICATIONS INC	30 unit Chromebook Carts	01-4300-0003	3,393.64	
P18-03981	TROXELL COMMUNICATIONS INC	30 unit Chromebook Carts	01-4410-0003	3,393.64	
P18-04215	AMAZON.COM	Drill	01-4300-1100	269.54	
Total Location				9,561.83	
Total Number of POs				541	
Total				2,158,507.71	

Fund Recap

Fund	Description	PO Count	Amount
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Includes Purchase Orders dated 05/01/2018 - 06/01/2018

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	455	1,708,679.45
09	Chrtr Schs	15	122,525.68
12	Child Dev	50	144,603.47
13	Cafeteria	11	27,730.93
14	Def Maint	4	27,922.41
Total Fiscal Year 2018			2,031,461.94
01	Gen Fund	6	127,045.77
Total Fiscal Year 2019			127,045.77
Total			2,158,507.71

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

001 - Marysville Joint Unified School District

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Includes Purchase Orders dated 05/01/2018 - 06/01/2018

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P17-03136	8,240.32	01-4450	Gen Fund/Equip NonC	185.17-
		01-6400	Gen Fund/Equipment	3,839.13-
			Total for P17-03136	4,024.30-
P17-03818	56,213.50	01-5801	Gen Fund/Contracts	14,686.22
P18-00049	2,794.91	01-5621	Gen Fund/Maint Cont	250.00-
P18-00051	2,594.91	01-5621	Gen Fund/Maint Cont	150.00-
P18-00094	1,150.00	01-5621	Gen Fund/Maint Cont	300.00
P18-00143	41,600.00	01-4364	Gen Fund/Tools/Part	4,989.19
P18-00163	30,000.00	01-5641	Gen Fund/Equip Repa	2,000.00
P18-00192	2,500.00	01-4300	Gen Fund/Mat&Suppli	154.28
P18-00229	34,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P18-00230	71,500.00	01-4300	Gen Fund/Mat&Suppli	2,500.00
P18-00238	33,000.00	01-4300	Gen Fund/Mat&Suppli	3,000.00
P18-00241	2,800.00	01-5630	Gen Fund/Rents/Leas	300.00
P18-00246	2,300.00	01-4300	Gen Fund/Mat&Suppli	300.00
P18-00248	63,000.00	01-5880	Gen Fund/Cont Buses	10,000.00
P18-00316	6,700.00	01-4300	Gen Fund/Mat&Suppli	304.04-
P18-00321	8,800.00	12-4300	Child Dev/Mat&Suppli	.00
P18-00322	5,000.00	12-4300	Child Dev/Mat&Suppli	3,000.00
P18-00467	5,500.00	01-4300	Gen Fund/Mat&Suppli	500.00
P18-00507	10,500.00	13-4717	Cafeteria/FoodPurcSch	4,500.00-
P18-00598	2,500.00	01-5630	Gen Fund/Rents/Leas	500.00
P18-00611	70,000.00	13-4717	Cafeteria/FoodPurcSch	14,000.00
P18-00618	1,624.00	01-4300	Gen Fund/Mat&Suppli	374.00
P18-00626	5,250.00	01-4300	Gen Fund/Mat&Suppli	2,250.00-
P18-00670	1,974.58	01-4300	Gen Fund/Mat&Suppli	25.42-
P18-00685	4,500.00	01-4300	Gen Fund/Mat&Suppli	500.00
P18-00701	652.68	01-4300	Gen Fund/Mat&Suppli	152.68
P18-00714	3,610.00	01-4300	Gen Fund/Mat&Suppli	60.00

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Includes Purchase Orders dated 05/01/2018 - 06/01/2018

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P18-00819	5,241.98	01-4300	Gen Fund/Mat&Suppli	375.06
P18-00820	2,430.62	01-4300	Gen Fund/Mat&Suppli	1,324.18
P18-00825	1,606.46	01-4300	Gen Fund/Mat&Suppli	6.46
P18-00845	5,325.00	01-4300	Gen Fund/Mat&Suppli	400.00
P18-00934	6,300.00	01-4300	Gen Fund/Mat&Suppli	3,000.00
P18-00960	1,900.00	01-4300	Gen Fund/Mat&Suppli	419.48
P18-00998	471.38	09-4300	Chtr Schs/Mat&Suppli	121.38
P18-01055	12,500.00	01-4300	Gen Fund/Mat&Suppli	1,500.00
P18-01104	325.68	01-4300	Gen Fund/Mat&Suppli	25.42
P18-01129	51,200.00	13-4716	Cafeteria/Produce	6,200.00
P18-01163	925.00	01-4300	Gen Fund/Mat&Suppli	425.00
P18-01717	1,840.00	01-4300	Gen Fund/Mat&Suppli	368.95
P18-01756	59.85	01-4300	Gen Fund/Mat&Suppli	440.15-
P18-01812	505,000.00	01-7142	Gen Fund/Tuition Ct	55,000.00
P18-02175	926.50	01-4300	Gen Fund/Mat&Suppli	25.50
P18-02396	39,010.00	01-5100	Gen Fund/SERVICES	12,010.00
P18-02434	550.00	01-4300	Gen Fund/Mat&Suppli	50.00
P18-02634	432.34	13-4300	Cafeteria/Mat&Suppli	287.50
P18-02776	8,662.50	01-5890	Gen Fund/Other Serv	2,662.50
P18-02867	2,593.85	01-4300	Gen Fund/Mat&Suppli	110.39-
P18-02899	135.14	01-4300	Gen Fund/Mat&Suppli	31.64-
P18-03171	690.64	09-4300	Chtr Schs/Mat&Suppli	95.77
P18-03292	648.38	01-4300	Gen Fund/Mat&Suppli	7.19-
P18-03411	628.77	01-4300	Gen Fund/Mat&Suppli	10.77
P18-03420	307.80	01-4300	Gen Fund/Mat&Suppli	39.99
P18-03424	868.67	01-4410	Gen Fund/Equip NonC	171.76
P18-03501	143.00	01-4300	Gen Fund/Mat&Suppli	4.51-
P18-03596	75.08	01-5641	Gen Fund/Equip Repa	56.92
P18-03597	75.07	01-5641	Gen Fund/Equip Repa	56.92
P18-03604	3,786.84	01-4410	Gen Fund/Equip NonC	134.23

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001 - Marysville Joint Unified School District

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Includes Purchase Orders dated 05/01/2018 - 06/01/2018

Board Meeting Date June 26, 2018

Total PO Changes 130,986.52

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California Department of Education
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
2018 - 19 APPLICATION FOR FUNDING
(Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

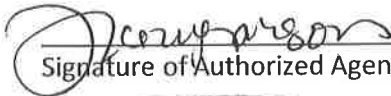
Lindhurst High School
School Site

Marysville Joint Unified School District
District


Please include the following items with your application:

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

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


Signature of Authorized Agent

Director of Categorical Programs
Authorized Agent Title


Signature of Agriculture Teacher
Responsible for the Program


Signature of Principal

Contact Phone Number: 530-749-6160

Date of Local Agency Board Approval: June 26, 2018

Eligibility Determination Sheet

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

Please check each Quality Criteria you meet:

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

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

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

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

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

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

☐ Yes ☐ No

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

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

STOP

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

Award Estimator

DATES OF PROJECT DURATION: JULY 1, 2018 TO JUNE 30, 2019

Applicant Information (please fill in the underlined fields)

Number of Different Agriculture Teachers at Site (Please attach a separate list of Agriculture teachers' names):	<u>2</u>
Total Number of Students from the prior fiscal year R-2 Report:	<u>82</u>
Number of teachers meeting Criterion 10 (see instructions for more information):	<u>1</u>
Number of teachers meeting Criterion 11a (see instructions for more information):	<u>1</u>
Number of teachers meeting Criterion 11b (see instructions for more information):	<u>0</u>
Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?	<u>N</u>

Award Calculations

Part 1: Based on your number of agriculture teachers at the site:	<u>\$ 4,500.00</u>
Part 2: Based on \$8.00 per member listed on the R-2 Report:	<u>\$ 656.00</u>
Part 3a: Based on number of teachers meeting Criterion 10:	<u>\$ 2,000.00</u>
Part 3b: Based on number of teachers meeting Criterion 11a:	<u>\$ 2,000.00</u>
Part 3c: Based on number of teachers meeting Criterion 11b:	<u>\$ 0.00</u>
Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:	<u>\$ 0.00</u>
Total Estimated Award:	<u>\$ 9,156.00</u>

California Department of Education
 AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE
 GRANT 2018 - 19 APPLICATION FOR FUNDING
 (Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

Budget Sheet

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

Please allocate the estimated award from the Award Estimator Sheet, as well as matching funds for each Account Number (4000, 5000, and 6000):

Amount left to Allocate: \$ 0.00

Acct No.	Classification		Description of Items of Funds Being Used	Incentive Grant Funds		Matching Funds
4000	Books & Supplies			\$ 3,156.00		\$ 3,156.00
			Subtotal for 4000	\$ 3,156.00		\$ 3,156.00
5000	Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation	1.	Transportation/Conference	\$ 6,000.00		\$ 6,000.00
		2.				
		3.				
		4.				
		5.				
		6.				
		7.				
		8.				
		9.				
		10.				
			Subtotal for 5000	\$ 6,000.00		\$ 6,000.00
6000	Capital Outlay, including sites, buildings, improvement of buildings, and equipment	1.				
		2.				
		3.				
		4.				
		5.				
			Subtotal for 6000	\$ 0.00		\$ 0.00
Total Allocated Funds				\$ 9,156.00		\$ 9,156.00

California Department of Education
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
2018 - 19 APPLICATION FOR FUNDING
(Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

Marysville High School
School Site

Marysville Joint Unified School District
District

Please include the following items with your application:

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

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


Signature of Authorized Agent

Director of Categorical Programs
Authorized Agent Title


Signature of Agriculture Teacher
Responsible for the Program


Signature of Principal

Contact Phone Number: 530-749-6160

Date of Local Agency Board Approval: 6/26/18

Eligibility Determination Sheet

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

Please check each Quality Criteria you meet:

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

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

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

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

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

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

☐

Yes

☐

No

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

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

STOP

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

Award Estimator

DATES OF PROJECT DURATION: JULY 1, 2018 TO JUNE 30, 2019

Applicant Information (please fill in the underlined fields)

Number of Different Agriculture Teachers at Site (Please attach a separate list of Agriculture teachers' names):	<u>3</u>
Total Number of Students from the prior fiscal year R-2 Report:	<u>238</u>
Number of teachers meeting Criterion 10 (see instructions for more information):	<u>3</u>
Number of teachers meeting Criterion 11a (see instructions for more information):	<u>3</u>
Number of teachers meeting Criterion 11b (see instructions for more information):	<u> </u>
Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?	<u>N</u>

Award Calculations

Part 1: Based on your number of agriculture teachers at the site:	<u>\$ 5,000.00</u>
Part 2: Based on \$8.00 per member listed on the R-2 Report:	<u>\$ 1,904.00</u>
Part 3a: Based on number of teachers meeting Criterion 10:	<u>\$ 6,000.00</u>
Part 3b: Based on number of teachers meeting Criterion 11a:	<u>\$ 6,000.00</u>
Part 3c: Based on number of teachers meeting Criterion 11b:	<u>\$ 0.00</u>
Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:	<u>\$ 0.00</u>

Total Estimated Award:	<u>\$ 18,904.00</u>
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California Department of Education
 AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE
 GRANT 2018 - 19 APPLICATION FOR FUNDING
 (Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

Budget Sheet

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

Please allocate the estimated award from the Award Estimator Sheet, as well as matching funds for each Account Number (4000, 5000, and 6000):

Amount left to Allocate: \$ 0.00

Acct No.	Classification		Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
4000	Books & Supplies			\$ 9,904.00	\$ 9,904.00
			Subtotal for 4000	\$ 9,904.00	\$ 9,904.00
5000	Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation	1.	Transportation/Conference	\$ 9,000.00	\$ 9,000.00
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
			Subtotal for 5000	\$ 9,000.00	\$ 9,000.00
6000	Capital Outlay, including sites, buildings, improvement of buildings, and equipment	1.			
		2.			
		3.			
		4.			
		5.			
			Subtotal for 6000	\$ 0.00	\$ 0.00
Total Allocated Funds				\$ 18,904.00	\$ 18,904.00

California Department of Education
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
2018 - 19 APPLICATION FOR FUNDING
(Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

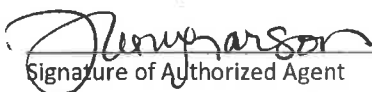
South Lindhurst High School
School Site

Marysville Joint Unified School District
District

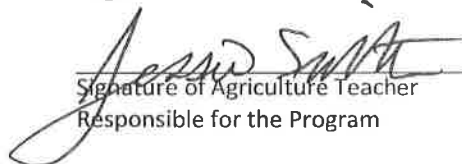
Please include the following items with your application:

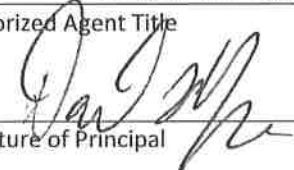
- ☒ Eligibility Determination Sheet
- ☐ Variance Request Form (if applicable)
- ☐ Quality Criterion 12 Form (if applicable)
- ☒ Award Estimator and Budget Sheet
- ☒ List of Agriculture Teachers

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


Signature of Authorized Agent

Director of Categorical Programs
Authorized Agent Title


Signature of Agriculture Teacher
Responsible for the Program


Signature of Principal

Contact Phone Number: 530-749-6160

Date of Local Agency Board Approval: June 26, 2018

Eligibility Determination Sheet

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

Please check each Quality Criteria you meet:

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

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

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

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

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

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

☐ Yes ☐ No

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

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

STOP

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

Award Estimator

DATES OF PROJECT DURATION: JULY 1, 2018 TO JUNE 30, 2019

Applicant Information (please fill in the underlined fields)

Number of Different Agriculture Teachers at Site (Please attach a separate list of Agriculture teachers' names):	1
Total Number of Students from the prior fiscal year R-2 Report:	126
Number of teachers meeting Criterion 10 (see instructions for more information):	1
Number of teachers meeting Criterion 11a (see instructions for more information):	1
Number of teachers meeting Criterion 11b (see instructions for more information):	0
Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?	N

Award Calculations

Part 1: Based on your number of agriculture teachers at the site:	\$ 4,000.00
Part 2: Based on \$8.00 per member listed on the R-2 Report:	\$ 1,008.00
Part 3a: Based on number of teachers meeting Criterion 10:	\$ 2,000.00
Part 3b: Based on number of teachers meeting Criterion 11a:	\$ 2,000.00
Part 3c: Based on number of teachers meeting Criterion 11b:	\$ 0.00
Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:	\$ 0.00
 Total Estimated Award:	 \$ 9,008.00

California Department of Education
 AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE
 GRANT 2018 - 19 APPLICATION FOR FUNDING
 (Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

Budget Sheet

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

Please allocate the estimated award from the Award Estimator Sheet, as well as matching funds for each Account Number (4000, 5000, and 6000):

Amount left to Allocate: \$ 0.00

Acct No.	Classification		Description of Items of Funds Being Used	Incentive Grant Funds		Matching Funds
4000	Books & Supplies		Supplies	\$ 2,008.00		\$ 1,464.00
			Subtotal for 4000	\$ 2,008.00		\$ 1,464.00
5000	Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation	1.	Transportation/Conference	\$ 7,000.00		\$ 346.00
		2.				
		3.				
		4.				
		5.				
		6.				
		7.				
		8.				
		9.				
		10.				
			Subtotal for 5000	\$ 7,000.00		\$ 346.00
6000	Capital Outlay, including sites, buildings, improvement of buildings, and equipment	1.				
		2.				
		3.				
		4.				
		5.				
			Subtotal for 6000	\$ 0.00		\$ 0.00
Total Allocated Funds				\$ 9,008.00		\$ 1,810.00



Marysville Joint Unified School District

1919 B Street Marysville, CA 95901

(530) 741-6000 • FAX (530) 742-0573

June 14, 2014

State Superintendent of Public Instruction
California Department of Education
1430 N Street
Sacramento, CA 95814-5901

Dear Superintendent Torlakson,

Please consider an Agriculture Career Technical Education Incentive Grant waiver request for South Lindhurst Continuation High School. The cost of meeting all the criteria creates a financial hardship for the district and makes it impossible to match with expenditures for non-salary items.

During the 2017-18 school year, the continuation high school matched \$1,464 in the 4000 series and \$346 in the 5000 series. We are requesting a waiver request in the amount of \$7,198 for South Lindhurst High School.

The Marysville Joint Unified School District supports year round employment for the South Lindhurst High School Ag instructor. The teacher's summer service salary, \$9,359.10, plus benefits, \$1,996.30, combine for a total of \$11,355.40.

Thank you for your consideration.

Respectfully,

A handwritten signature in black ink, appearing to read "Gay Todd", is written over the printed name.

Gay Todd, Ed.D.
Superintendent

**Marysville Joint Unified School District
Agriculture Teachers**

Lindhurst High School

Tim Moss
Alexis Smith

Marysville High School

Kayla Coughlin
Amanda Farrah
Donalds Voltz Jr.

South Lindhurst High School

Jessie Smith