



CONTRACT SERVICES AGREEMENT
Edgewater Elementary School – Learning By Design, LLC

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into on 10/10/2017 (hereinafter, the “Effective Date”), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”) and Maria Nielsen, Learning By Design, LLC (hereinafter, “CONTRACTOR”). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 TERM: This Agreement shall have a term of **2017-2018** commencing from **1/26/2018 – 3/14/2018**

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 **TEN THOUSAND DOLLARS AND NO CENTS (\$10,000.00)** (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, Learning By Design, LLC to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

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

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

III. INSURANCE

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

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

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

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

CONTRACTOR:

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

Phone: 435-994-0887

Fax:

Email: maria.travel90@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, Learning By Design, LLC

Title: Owner

Exhibit A
Scope of Work

During the instructional day, Maria Nielsen, Learning By Design, LLC will provide two full days of professional development on January 26, 2018 and March 14, 2018 for the Edgewater Elementary School certificated staff to support and build their Professional Learning Community. Certificated staff members will work to prioritize essential standards, create pacing guides for essential standards, and begin designing units of study based on the essential standards.



CONTRACT SERVICES AGREEMENT
Kynoch Elementary School – Learning By Design, LLC

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into on 10/10/2017 (hereinafter, the “Effective Date”), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”) and Maria Nielsen, Learning By Design, LLC (hereinafter, “CONTRACTOR”). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Work**”). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term “Work.” CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.
- 1.2 **TERM:** This Agreement shall have a term of **2017-2018** commencing from **3/28/18 – 3/28/2018**
- 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 **FIVE THOUSAND DOLLARS AND NO CENTS (\$5,000.00)** (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, Learning By Design, LLC to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

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

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

III. INSURANCE

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

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

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (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: maria.travel90@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, Learning By Design, LLC

Title: Owner

Exhibit A
Scope of Work

During the instructional day, Maria Nielsen, Learning By Design, LLC will provide one full day of professional development on March 28, 2018 for the Kynoch Elementary School certificated staff to support and build their Professional Learning Community. Certificated staff members will work to prioritize essential standards, create pacing guides for essential standards, and begin designing units of study based on the essential standards.



CONTRACT SERVICES AGREEMENT

Educational Services – Elementary English Language Arts Consultant, Terri Lieberman

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 10/10/2017 (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 **2017-2018** commencing from **October 27, 2017 – February 22, 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-eight Thousand DOLLARS AND NO CENTS (**\$28,000.00**) (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, 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: Terri Lieberman
Terri Lieberman
Elementary English Language Arts Consultant

Exhibit A
Scope of Work

Thirteen full days of professional development for K-6 Educational Staff. Terri Lieberman will continue her work in supporting student instruction for the Board approved K-6 English Language Arts program, Wonders. The contractor will focus on curriculum needs at individual school sites as well as key components of:

Leveraging reading and writing instruction during days 1 and 2 in Wonders

- Using understanding by design principles to determine a clear learning goal
- Understanding the CCSS instructional shifts in instruction and assessment
- Instructional strategies for teaching reading and writing
- Writing to sources
- Development of emerging writers
- Knowing the tools in Wonders with a technology emphasis
- Question and answer time

(Dates below may be changed if scheduling issues demand.)

Friday, October 27

Wednesday, November 8

Thursday, November 9

Monday, January 8

Tuesday, January 9

Wednesday, January 10

Thursday, January 11

Friday, January 12

Monday, January 22

Tuesday, January 23

Thursday, February 8

Friday, February 9

Wednesday, February 21

Thursday, February 22

Grant Award Notification

GRANTEE NAME AND ADDRESS Gay Todd, Superintendent Marysville Joint Unified 1919 B Street Marysville, CA 95901-3731	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	17	23939	7273	EZ
Attention Expanded Learning Programs Coordinator	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY 58
Program Office Expanded Learning/After School Office	Resource Code 6010	Revenue Object Code 8590	INDEX 0150	
Telephone 530-741-6000				

Name of Grant Program
After School Education and Safety

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$1,546,450.71		\$1,546,450.71		7/1/2017	6/30/2018

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the After School Education and Safety (ASES) grant program.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Veronica Maestas, Associate Governmental Program Analyst
 California Department of Education
 1430 N Street, Room/Suite Number 3400
 Sacramento, CA 95814-5901

California Department of Education Contact Veronica Maestas	Job Title Associate Governmental Program Analyst
E-mail Address vmaestas@cde.ca.gov	Telephone 916-319-0540
Signature of the State Superintendent of Public Instruction or Designee <i>Tom Tomlison</i>	Date 9/18/17

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent Gay Todd	Title Superintendent
E-mail Address gtodd@mjustd.com	Telephone (530) 749-6102
Signature <i>B7</i>	Date

AGREEMENT

This Agreement is made and entered into this 1 day of July, 2017, 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, 2017 and ending June 30, 2018.
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 \$90,194 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: Donna Stottlemeyer
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


Michael R. Hodson
Asst. Supt. of Business Services

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
Actual Salary & Benefit Cost:		\$112,742
Salary	\$ 70,611	
Medicare	1,024	
PERS	18,667	
Health Ins	20,684	
Life Ins	32	
Unemployment Ins	141	
Workers Compensation	1,583	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(22,548)
A	Salary to be paid by Marysville Joint Unified School District:	
	1 - Deputy Probation Officer	56,489
B.	Benefits to be paid by Marysville Unified School District:	
	Medicare	819
	PERS	14,934
	Health & Life Insurance	16,573
	Unemployment Insurance	113
	Workers Comp	<u>1,266</u>
	Subtotal Benefits:	33,705
	Total Salary and Benefits:	90,194
TOTAL CONTRACT AMOUNT		\$90,194

AGREEMENT

This Agreement is made and entered into this 1 day of July, 2017, 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, 2017 and ending June 30, 2018.
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 \$80,922 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: Donna Stottlemeyer
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



Michael R. Hodson
Asst. Supt. of Business Services

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
Actual Salary & Benefit Costs:		\$101,152
Salary	\$ 75,330	
Medicare	1,136	
PERS	19,914	
Health Insurance	3,000	
Life Insurance	32	
Unemployment Insurance	157	
Worker's Compensation	1,583	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(20,230)
A	Salary:	60,265
	1 – Deputy Probation Officer	
B.	Benefits:	
	Medicare	909
	PERS	15,931
	Health & Life Insurance	2,426
	Unemployment Insurance	125
	Workers Compensation	<u>1,266</u>
	Subtotal Benefits:	20,657
	Total Salary and Benefits:	80,922
TOTAL CONTRACT AMOUNT		\$80,922

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Grant Award Notification

GRANTEE NAME AND ADDRESS Marysville Joint Unified School District Gay Todd, Superintendent 1919 B Street Marysville, CA 95901				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				17	23858	7273	00
Attention Patricia Bennett				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Dobbins Elementary School				Resource Code		Revenue Object Code	
Telephone 530-741-6196				7210		8590	
Name of Grant Program American Indian Early Childhood Education							0656
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$46,583.00		\$46,583.00		7/1/2017	6/30/2018	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
I am pleased to inform you that you have been funded for the FY 2017–18 American Indian Early Childhood Education Program.							
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.							
Please return the original, signed Grant Award Notification (AO-400) to:							
Maria A. Amor, Associate Governmental Program Analyst Funding and Support Unit Early Education and Support Division California Department of Education 1430 N Street, Suite 3410 Sacramento, CA 95814-5901							
California Department of Education Contact Maria A. Amor				Job Title Associate Governmental Program Analyst			
E-mail Address mamor@cde.ca.gov					Telephone 916-319-0606		
Signature of the State Superintendent of Public Instruction or Designee 					Date September 27, 2017		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.							
Printed Name of Authorized Agent Gay Todd, Ed.D.				Title Superintendent			
E-mail Address gtodd@mjusd.com					Telephone (530) 749-6101		
Signature 					Date		

Board Meeting Date October 10, 2017

Includes Purchase Orders dated 09/01/2017 - 09/30/2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P18-01491	CDW-G COMPUTER CENTER	Student and admin computers	01-4410-1100	3,894.60
Location After School Program (107)				
P18-01173	THOMASKELLY SOFTWARE ASSOC	EZ Report	01-5801-6010	10,500.00
P18-01176	S & S WORLDWIDE	STARS OFFICE	01-4300-6010	181.23
P18-01206	S & S WORLDWIDE	ELLA STARS	01-4300-6010	125.81
Total Location				10,807.04
Location Arboga Elementary (01)				
P18-01150	GENERAL BINDING CORP	Laminator Service Agreement	01-5621-1100	470.50
P18-01156	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-3010	2,995.43
P18-01197	SWIS	SWIS License Renewal	01-5801-0003	350.00
P18-01202	MATH OLYMPIADS (MOEMS)	MATHEMATICAL OLYMPIADS /4TH-6TH/STRAOLZINI	01-5310-0003	117.99
P18-01203	ZOO-PHONICS, INC.	Classroom Supplies/HANSEN Rm 4	01-4300-0003	141.78
P18-01220	AMAZON.COM	Classroom Supplis/XIONG Rm 9	01-4300-0004	106.26
P18-01229	REALLY GOOD STUFF	Classroom Supplies/KELLY Rm 7	01-4300-0003	37.41
P18-01241	J.W. PEPPER & SON, INC	Classroom Supplies/WISEMAN/MUSIC	01-4300-0004	27.56
P18-01292	AMAZON.COM	Classroom Supplies/PRESTON	01-4300-0003	100.79
P18-01293	AMAZON.COM	Classroom Supplies/PRESTON	01-4300-0003	290.98
P18-01294	AMAZON.COM	Classroom Supplies/PRESTON	01-4300-0003	253.28
P18-01295	AMAZON.COM	Classroom Supplies/PRESTON	01-4300-3010	408.99
P18-01296	AMAZON.COM	Classrooms Supplies/COLLEEN Rm 22	01-4300-0003	46.20
P18-01322	MUSICIAN'S FRIEND	Classroom Supplies/WISEMAN-MUSIC	01-4300-0004	635.43
P18-01355	READ NATURALLY	Classroom Supplies/PRESTON	01-5801-0003	1,493.85
P18-01357	RENAISSANCE LEARNING, INC	ARB AM Renewal 17-18 SY	01-5801-0003	2,325.00
P18-01383	AMAZON.COM	Classroom Supplies/HANSEN Rm 4	01-4300-0003	25.43
P18-01388	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies/HILEMAN Rm 10	01-4300-0003	77.91
P18-01391	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies/HILEMAN Rm 10	01-4300-1100	215.42
Total Location				10,120.21
Location Browns Valley Elementary (03)				
P18-01193	SWIS	PBIS	01-5801-1100	350.00

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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ONLINE

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Includes Purchase Orders dated 09/01/2017 - 09/30/2017			Board Meeting Date October 10, 2017		
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Browns Valley Elementary (03) (continued)					
P18-01297	Richards Institute of Education & Research	Music	01-4300-0004	260.74	
			Total Location	610.74	
Location Business Services (106)					
P18-01237	SCHOOLS INSURANCE GROUP-WC	SIG Annual Final Adjustment Invoice 2016-2017	77-9506-	239,272.33	
P18-01320	Parker & Covert LLP	General Legal Services 2017-2018	01-5830-0000	5,000.00	
P18-01326	THE BANK OF NEW YORK TRUST COMPANY, N.A.	General Obligation Bonds 2008 Series 2009	25-5801-0000	795.00	
P18-01342	DIVERSE NETWORK ASSOCIATES	CatapultK12-Emergency Management System-EMS	01-5801-0000	15,574.68	
P18-01436	Capitol Public Finance Group	Consultant Services-Interim Facilities Director	01-5801-0000	66,000.00	
			Total Location	326,642.01	
Location Categorical (203)					
P18-01160	YUBA SUTTER TRANSIT	Homeless Student Transportation	01-5890-5630	250.00	
P18-01373	Document Tracking Services	CATEGORICAL/PROGRAM INFORMATION	01-5801-0003	6,487.00	
			Total Location	6,737.00	
Location Cedar Lane Elementary (05)					
P18-01161	SCHOLASTIC	Peggy	01-4200-1100	182.62	
P18-01167	Waterford Research Institute	Waterford	01-5801-0003	2,000.00	
P18-01242	SUTTER BUTTES COMMUNICATIONS	Office	01-4300-6500	300.00	
P18-01278	North State Screenprinting	Shirts	01-4300-1100	107.14	
P18-01375	Newsela, Inc.	Newsela	01-5801-0003	4,000.00	
P18-01380	AMAZON.COM	iPad Air 2 Cases	01-4300-0003	151.47	
P18-01414	AMAZON.COM	Cotton Candy Machine - Parent Participation	01-4300-1100	263.02	
			01-4410-1100	592.86	
P18-01441	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS (Shady Creek 2016 / 2017		01-5890-9010	1,677.55	
P18-01460	Rojelio Viramontez	Dance	01-5801-1100	2,500.00	
			Total Location	11,774.66	
Location Charter Academy For Fine Arts (42)					
P18-01101	TROXELL COMMUNICATIONS INC	Portable Projector and Screen	09-4300-0000	346.40	
			09-4410-0000	694.97	
P18-01123	TROXELL COMMUNICATIONS INC	Doc Reader - Mathews	09-4300-0000	255.47	
P18-01211	HOME DEPOT	Supplies - Drama	09-4300-0000	500.00	

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 09/01/2017 - 09/30/2017

Board Meeting Date October 10, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42) (continued)				
P18-01283	AMAZON.COM	Supplies - Leadership	09-4300-0000	97.91
P18-01287	LIFETRACK SERVICES, INC	Surveys	09-5801-0000	714.00
P18-01307	TROXELL COMMUNICATIONS INC	Diversitrack Rails	09-4300-0000	420.01
P18-01309	CDW-G COMPUTER CENTER	HP 4GB 11" Chromebooks	09-4300-0004	7,274.44
P18-01316	MYERS-STEVENSON & CO INC	Yearbook Workshop Wheatland HS	09-5890-0000	35.00
P18-01317	MYERS-STEVENSON & CO INC	College Info Day Yuba College	09-5890-0000	73.50
P18-01318	MYERS-STEVENSON & CO INC	CSU Chico College Preview Day	09-5890-0000	42.00
P18-01384	GOPHER SPORT	Supplies - Martial Arts	09-4300-0000	83.95
P18-01395	PRECISION 1 SCREENPRINTING AND EMBROIDERY	Supplies	09-4300-9010	1,206.82
P18-01404	ROSE BRAND	Stage Curtains	09-4410-0000	3,977.28
P18-01410	PRECISION 1 SCREENPRINTING AND EMBROIDERY	Supplies	09-4300-0000	159.77
P18-01411	Learning by Design, LLC	Maria Nielsen	09-5801-0004	20,000.00
P18-01489	YUBA SUTTER ARTS	Advertising	09-5890-0000	50.00
P18-01490	TROXELL COMMUNICATIONS INC	Doc Camera - Duckels	09-4300-0000	255.47
Total Location				36,186.99
Location Child Development (51)				
P18-01113	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Cedar Lane Preschool Supplies	12-4300-6105	107.71
P18-01269	GOVCONNECTION, INC.	Printer	12-4300-6105	354.77
P18-01392	AMAZON.COM	Child Development Supplies	12-4300-6105	73.05
P18-01413	NWN CORPORATION	HP M402dne Printer	12-4300-6105	176.65
P18-01415	SwingSetMall.com	Clevis	12-4300-6127	264.78
P18-01444	KAPLAN SCHOOL SUPPLY	Linda Preschool Supplies- Linda Duenas	12-4300-6105	1,032.84
P18-01458	Lotus Sacramento Corp	Child Dev. Program Advertising	12-5890-6105	1,093.33
P18-01462	TRAINERS WAREHOUSE	Child Dev. Program- Kathy Woods	12-4300-6105	130.41
Total Location				3,233.54
Location Community Day School (54)				
P18-01104	WAL-MART COMMUNITY BRC	MCDs - SPECIAL ED. SUPPLIES	01-4300-6500	300.00
P18-01107	TEACHER'S DISCOVERY	Posters for English Classes	01-4300-0003	166.58
P18-01195	TROXELL COMMUNICATIONS INC	Chrombook Cart	01-4410-3010	1,400.76
Total Location				1,867.34

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Cordua Elementary (07)				
P18-01133	SWIS	CORDUA - TARGETED	01-5801-0004	350.00
P18-01165	OFFICE DEPOT B S D	Edna	01-4300-0004	190.50
P18-01274	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	CORDUA - TARGETED	01-4300-0003	433.54
P18-01493	Richards Institute of Education & Research	Music	01-4300-0004	171.46
		Total Location		1,145.50
Location Covillaud Elementary (09)				
P18-01060	Safety Sign	COV Crosswalk Safety Signs	01-4300-1100	90.31
P18-01170	BSN SPORTS	COV (Doug Trower)	01-4300-8150	192.39
P18-01214	US GAMES	COV PE supplies	01-4300-1100	387.33
		Total Location		670.03
Location Custodial Supervisor (206)				
P18-01172	HILLYARD - SACRAMENTO	Custodial Supplies	01-4300-8150	757.09
Location Dobbins Elementary (11)				
P18-01095	CURRICULUM ASSOCIATES	Dictionaries	01-4300-3010	40.43
P18-01250	TROXELL COMMUNICATIONS INC	Projector / Walker	01-4410-3010	1,212.40
P18-01281	SWIS	SWIS Annual License	01-5801-0003	350.00
		Total Location		1,602.83
Location Edgewater Elementary (12)				
P18-01114	AMAZON.COM	HANKERSON 2nd Grade	01-4300-0003	152.33
P18-01115	SCHOLASTIC LIBRARY PUBLISHING	FIFTH GRADE	01-4200-0003	492.92
P18-01158	CDW-G COMPUTER CENTER	Laptops	01-4410-1100	1,981.70
P18-01200	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	KINDERGARTEN	01-4300-0004	649.39
P18-01210	AMAZON.COM	COVERT 1st Grade	01-4300-0004	66.31
P18-01275	AMAZON.COM	K-6 Teachers	01-4200-3010	712.66
P18-01344	Teacher Synergy, Inc. Purchase Order Dept.	FIRST GRADE TEACHERS	01-4300-0003	77.99
P18-01408	AMAZON.COM	Tejada Fourth Grade	01-4300-0004	35.04
P18-01448	SCHOLASTIC	K-6 Scholastic Magazines	01-4300-0003	2,531.71
P18-01456	ACCURATE LABEL DESIGNS	EDG Office	01-4300-1100	311.72
P18-01479	4-IMPRINT	STUDENT READING	01-4300-0004	1,042.94

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Edgewater Elementary (12) (continued)				
P18-01485	AMAZON.COM	COVERT/HANKENSON	01-4300-0003	46.71
			Total Location	8,101.42
Location Ella Elementary (13)				
P18-01091	MeTEOR Education	Ella Library	01-4300-1100	16,596.28
			01-4410-1100	2,619.17
P18-01139	TROXELL COMMUNICATIONS INC	Chromebook Carts	01-4410-3010	2,868.63
P18-01171	DISCOVERY EDUCATION UNITED STREAMING	Discovery Education	01-5801-3010	2,600.00
P18-01174	STARFALL	Starfall	01-5801-3010	270.00
P18-01201	SPELLING CITY	Spelling City	01-5801-3010	860.00
P18-01266	AMAZON.COM	W. Teacher Edition	01-4300-1100	179.02
P18-01284	AMAZON.COM	Amazon orders	01-4300-1100	192.48
P18-01288	BRAIN POP	BrainPop	01-5801-3010	2,395.00
P18-01328	WAL-MART COMMUNITY BRC	Parent Meeting Snacks	01-4300-1100	300.00
P18-01409	SHADD JANITORIAL SUPPLY	custodial supplies	01-4320-1100	255.95
P18-01472	Nimco, Inc.	Red Ribbon Week Bracelets	01-4300-9010	528.26
P18-01483	Belson Outdoors, LLC	trash bins	01-4410-0004	2,964.38
			Total Location	32,629.17
Location Facilities (66)				
P18-01106	DEPARTMENT OF EDUCATION ACCOUNTING OFFICE	8181-LHS HVAC INC #3	01-6223-0010	1,335.60
P18-01168	FEDERAL EXPRESS CORP	FACILITIES/2017-2018 S.Y	01-5910-0000	375.00
			Total Location	1,710.60
Location Foothill Intermediate (35)				
P18-01094	TROXELL COMMUNICATIONS INC	Projector	01-4410-3010	1,212.40
P18-01122	AMAZON.COM	FHS	01-4300-0004	27.77
P18-01148	SWIS	PBIS Lic	01-5801-0003	350.00
P18-01175	AMAZON.COM	Music	01-4300-0004	322.98
P18-01330	PSYCHOLOGICAL CORPORATION CUSTOMER CARE DEPARTMEI	Streng	01-4300-6500	166.26
P18-01412	SCHOOL SPECIALTY	Tables	01-4300-1100	598.62
			Total Location	2,678.03
Location Instruction (IMC) (110)				

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Location Instruction (IMC) (110)				
P18-01109	Poor Richard's Press	Positive Prevention	01-4100-6300	614.62
P18-01110	Health Connect	Health Connected Curriculum	01-4100-6300	465.48
P18-01111	Distribution Ctr, Public Hlth Seattle & King County	Flash Curriculum	01-4100-6300	214.34
P18-01117	ETR Associates, Inc.	ETR Curriculum	01-4100-6300	785.64
P18-01246	RENAISSANCE LEARNING, INC	Renaissance Star 360 Pilot and PD	01-5801-4035	9,000.00
P18-01247	PIZZA ROUNDUP	Pizza for Principal's meeting	01-4300-0000	115.67
P18-01346	SACRAMENTO COUNTY OFFICE OF ED ATTN: FINANCIAL SERVIC	SCOE Frank Pisi	01-5801-4035	10,312.00
P18-01347	Theresa L. Lieberman	Teri Lieberman at Ella	01-5801-4035	2,000.00
P18-01351	Learning by Design, LLC	Maria Nielsen with OLV	01-5801-4035	5,000.00
Total Location				28,507.75
Location Johnson Park Elementary (15)				
P18-01251	CDW-G COMPUTER CENTER	Projector Install Cable	01-4300-3010	58.81
P18-01252	MUSICIAN'S FRIEND	Wiseman Music	01-4300-0004	8.65
P18-01253	AMAZON.COM	Surge protectors and switches	01-4300-3010	753.34
P18-01273	SCHOLASTIC	Books	01-4300-3010	21.34
P18-01321	AMAZON.COM	Computer Lab Items	01-4300-3010	146.28
P18-01376	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0003	1,000.00
P18-01386	CDW-G COMPUTER CENTER	Projector Install Items	01-4300-3010	281.75
P18-01387	OFFICE DEPOT B S D	Projector Install Items	01-4300-3010	17.26
Total Location				2,287.43
Location Kynoch Elementary (17)				
P18-01127	AMAZON.COM	RM 35 EARPHONES	01-4300-1100	51.92
P18-01145	AMAZON.COM	RM 31 CHARGING STATIONS	01-4300-3010	746.76
P18-01147	KING CLOTHING	RM 22 SHIRT ORDER	01-4300-1100	420.66
P18-01199	SWIS	PBIS /SWIS ANNUAL LICENSE	01-5801-1100	350.00
P18-01217	AWARDS COMPANY	LATTUCA, AWARDS FOR TESTING	01-4300-1100	347.22
P18-01222	SCHOOL SPECIALTY	Storage Cabinets and Chairs	01-4300-0000	872.50
			01-4410-0000	3,517.04
P18-01223	SIERRA SCHOOL EQUIPMENT CO	KYN Student Desks Room 32	01-4300-0000	2,787.44
P18-01224	OFFICE DEPOT B S D	KYN Teacher Chair Rm 32	01-4300-0000	329.62

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Kynoch Elementary (17) (continued)				
P18-01225	US MARKERBOARD	Door Mat Rm 32	01-4300-0000	113.96
P18-01240	REALLY GOOD STUFF	RM 2 REALLY GOOD STUFF	01-4300-1100	30.92
P18-01244	HangSafe Hooks	Room 32 Backpack Hooks	01-4300-0000	411.77
P18-01254	CDW-G COMPUTER CENTER	Laptop Rm 32	01-4410-0000	990.85
P18-01255	TROXELL COMMUNICATIONS INC	Projector, Elmo, Smartboard Rail	01-4300-0000	420.01
			01-4410-0000	1,820.77
P18-01256	NWN CORPORATION	HP M402dne Printer	01-4300-0000	176.65
P18-01257	OLIVER WORLDCLASS LABS	KYN Smartboard Rm 32	01-4410-0000	1,799.66
P18-01301	TROXELL COMMUNICATIONS INC	Doc Cameras	01-4300-1100	766.41
P18-01306	LAKESHORE LEARNING MATERIALS	Rm 4 Lakeshore Order	01-4300-1100	41.10
P18-01325	PERIPOLE, INC	RM 34 MUSIC MATERIALS	01-4300-0004	2,434.03
			01-4410-0004	626.91
P18-01336	RISO PRODUCTS OF SACRAMENTO	SUPPLIES	01-4300-0004	1,393.95
P18-01399	REALLY GOOD STUFF	RM 2, REALLY GOOD STUFF MATERIALS	01-4300-1100	30.92
P18-01416	REALLY GOOD STUFF	RM 4, REALLY GOOD STUFF CLASSROOM SUPPLIES	01-4300-3010	68.46
P18-01432	AMAZON.COM	Rm 15 Cross Amazon order.	01-4300-1100	318.21
P18-01446	School Life	Office, brag tags	01-4300-1100	988.60
		Total Location		21,856.34

Location Linda Elementary (19)				
P18-01103	AMAZON.COM	Gaiam Kids Balance ball chair	01-4300-0004	757.53
P18-01232	SWIS	SWIS renewal	01-5801-0003	460.00
P18-01335	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS (Shady Creek 75 students first installment	ESGI 12 month renewal for 4 teachers	01-5890-9010	9,000.00
P18-01356	ESGI	Door Mat Kinder	01-5801-0003	716.00
P18-01418	US MARKERBOARD	Yard Duty Shirts	01-4300-1100	113.96
P18-01427	KING CLOTHING		01-4300-1100	655.09
		Total Location		11,702.58
Location Lindhurst High (43)				
P18-01087	GOLDEN EMPIRE LEAGUE	Golden Empire League Dues	01-5310-0000	3,277.55
P18-01092	AMAZON.COM	Classroom Supplies/Windmiller	01-4300-0003	6.98
P18-01093	AMAZON.COM	Classroom Supplies/Sleigh	01-4300-0003	174.96

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P18-01099	AMAZON.COM	Ice Maker/Nurse Office	01-4300-0000	173.19
P18-01102	AMAZON.COM	Classroom Supplies/Spangler	01-4300-0004	187.05
P18-01105	CEV MULTIMEDIA	LHS CTE WELD MOSS BE/EP	01-5801-9023	850.00
P18-01108	Capital Lumber Company	Classroom Supplies/McCullough	01-4300-0003	380.47
P18-01121	Mil-Bar Plastics, Inc.	Classroom Supplies/ROTC	01-4300-0004	267.10
P18-01124	GLENDALE INDUSTRIES	Classroom Supplies/ROTC	01-4300-0004	243.67
P18-01125	Midwest Model Supply Co Inc	Classroom Supplies/ROTC	01-4300-0004	327.60
P18-01126	SCROLLER	Classroom Supplies/McCullough	01-4300-0003	57.50
P18-01138	CDW-G COMPUTER CENTER	Special Build Computers	01-4410-3010	3,983.60
P18-01157	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh	01-4300-0003	257.55
P18-01159	AMAZON.COM	Classroom Supplies/Spangler	01-4300-0004	762.87
P18-01164	AMAZON.COM	Classroom Supplies/Toner	01-4300-0003	188.32
P18-01166	AMAZON.COM	Classroom Supplies/Kearns	01-4300-0003	116.20
P18-01204	AMAZON.COM	Classroom Supplies	01-4300-0003	27.57
P18-01207	AMAZON.COM	Classroom Supplies/Technology	01-4300-0003	348.69
P18-01212	AMAZON.COM	Classroom Supplies/Kearns	01-4300-0003	164.73
P18-01213	ZYtech Solutions, Inc.	Classroom Supplies/Technology	01-4300-0003	742.57
P18-01215	AMAZON.COM	Classroom Supplies/Windmiller	01-4300-0003	13.96
P18-01234	AMAZON.COM	Classroom Supplies/Anderson	01-4300-0003	36.63
P18-01239	Mil-Bar Plastics, Inc.	Classroom Supplies/ROTC	01-4300-0004	175.86
P18-01270	TROXELL COMMUNICATIONS INC	TV Mount	01-4300-0004	102.84
P18-01272	LOWE'S HOME IMPROVEMENT	COMMERCIAL CHARGE ACCOUNT Classroom Supplies/Culinary	01-4300-0004	232.61
			01-4410-0004	2,593.67
P18-01276	RISO PRODUCTS OF SACRAMENTO	Riso	01-4300-0003	990.56
P18-01282	AMAZON.COM	Classroom Supplies/Spangler	01-4300-0004	316.69
P18-01286	MJB WELDING SUPPLY	Classroom Supplies/Moss	01-4300-0004	1,143.60
P18-01289	AMAZON.COM	Classroom Supplies/Culinary	01-4300-0004	128.73
P18-01291	AMAZON.COM	Counseling Office	01-4300-0000	186.79
P18-01311	AMAZON.COM	Classroom Supplies/Whitmore	01-4300-0003	101.73

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Location Lindhurst High (43) (continued)				
P18-01315	AMAZON.COM	Supplies	01-4300-0000	31.76
P18-01327	SAM'S CLUB DIRECT	Television	01-4410-0004	1,953.34
P18-01379	ArmorZone Athletic, LLC	Supplies/Football	01-5630-0000	719.85
P18-01382	AMAZON.COM	Classroom Supplies/Swarm	01-4300-0003	597.83
P18-01393	MJB WELDING SUPPLY	Classroom Supplies/Moss	01-4300-0003	308.30
P18-01397	ID Wholesaler	ID Card Machine	01-4410-0004	1,615.99
P18-01403	CDW-G COMPUTER CENTER	Laptops, CPUs, Chromebooks, Printers	01-4300-3010	15,871.49
			01-4410-3010	12,636.01
P18-01417	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh	01-4300-0003	381.63
P18-01433	AMAZON.COM	Classroom Supplies/Chromebook Cart Locks	01-4300-0003	210.87
P18-01450	WESTERN ASSOC OF SCHOOLS	WASC	01-5310-0000	970.00
P18-01476	AMAZON.COM	Classroom Supplies/Whitmore	01-4410-0003	1,782.88
P18-01477	AMAZON.COM	Classroom Supplies/Culinary	01-4300-0003	216.28
P18-01480	AMAZON.COM	Classroom Supplies/Technology	01-4300-0003	107.01
P18-01481	AMAZON.COM	Classroom Supplies/Greco	01-4300-0000	70.71
P18-01486	TFD Unlimited, LLC	Earbuds	01-4300-0003	228.15
P18-01487	CASCADE ATHLETIC SUPPLY CO.	Athletic Supplies/Volleyball	01-4300-0000	54.07
P18-01488	AMAZON.COM	Security Mirror	01-4300-0000	37.83
P18-01495	WESTERN ASSOC OF SCHOOLS	WASC	01-5801-0000	1,965.00
			Total Location	58,320.84
Location Loma Rica Elementary (21)				
P18-01259	SWIS	SWIS	01-5801-0003	350.00
P18-01369	Complete Book and Media Supply	Library Book	01-4200-9010	122.95
P18-01431	ABC SCHOOL EQUIPMENT	Whiteboard	01-4300-1100	350.04
			Total Location	822.99
Location Maintenance (63)				
P18-01096	Carrier Corporation	MAINTENANCE/OLIVEHURST/MCKENNEY	01-4410-8150	1,332.80
P18-01130	W.V. ALTON, INC.	MAINTENANCE/YUBA GARDENS RM 24	14-5642-0000	6,181.00
P18-01131	W.V. ALTON, INC.	MAINTENANCE/YUBA GARDENS BandRoom	14-5642-0000	11,867.00
P18-01132	W.V. ALTON, INC.	MAINTENANCE/YUBA GARDENS Room 20	14-5642-0000	6,944.00

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PO Number	Vendor Name	Description	Fund-Obj- Resource	Account Amount
Location Maintenance (63) (continued)				
P18-01142	Nordic Industries, Inc.	MAINTENANCE/FOOTHILL	01-4300-8150	154.76
P18-01143	TRANE COMPANY	MAINTENANCE/EDGEWATER	01-4300-8150	419.12
P18-01144	Guerin Backflow Testing	MAINTENANCE/BACKFLOWS	01-5801-8150	570.00
P18-01151	HYDROTEC SOLUTIONS, INC.	MAINTENANCE/LR/FOOTHILL	01-5801-8150	1,215.00
P18-01153	Decker Equipment/School Fix	MAINTENANCE/DTROWER	01-4300-8150	399.80
			01-4410-8150	639.42
P18-01154	ALL RITE ROOFING	MAINTENANCE/ELLA SCHOOL	01-5642-8150	925.00
P18-01155	CAL-WEST CONCRETE CUTTING, INC	MAINTENANCE/CORDUA	01-5801-8150	435.00
P18-01177	L & H AIRCO	MAINTENANCE/MCCALL	01-4300-8150	147.00
P18-01209	CARPET CLEARANCE CENTER	MAINTENANCE/FOOTHILL OFFICE	01-4300-8150	45.63
P18-01226	BEYMER WELL SERVICE, INC.	MAINTENANCE/LOMA RICA	01-5642-8150	5,058.00
P18-01230	GameTime c/o MRC	MAINTENANCE/OLIVEHURST	01-4410-8150	840.59
P18-01233	Carrier Corporation	MAINTENANCE	01-5801-8150	2,170.00
P18-01236	WARREN ASBESTOS ABATEMENT CONTRACTORS INC	MAINTENANCE/AUDITORIUM	01-5642-8150	1,800.00
P18-01248	W.V. ALTON, INC.	MAINTENANCE/OLIVEHURST CAFE	14-5642-0000	24,879.00
P18-01268	ALL RITE ROOFING	MAINTENANCE/LINDA SCHOOL	01-5642-8150	2,420.00
P18-01337	CIRCUIT SOLUTION, INC	MAINTENANCE/COVILLAUD CAFE	01-4410-8150	514.19
P18-01339	Sac Ice	MAINTENANCE/SHOP	01-4410-8150	3,573.00
P18-01340	AMERICAN CHILLER SERVICE INC	MAINTENANCE/LHS CHILLER	01-5801-8150	1,175.00
P18-01341	Carrier Corporation	MAINTENANCE/MCKENNEY,OLV,YG	01-5642-8150	6,404.00
P18-01364	Sac Ice	MAINTENANCE/SHOP	01-5801-8150	495.31
P18-01365	LENNOX INDUSTRIES, INC.	MAINTENANCE/MCCALL/YUBA GARDENS	01-4300-8150	174.41
P18-01366	DEPARTMENT OF TOXIC SUBSTANCES CONTROL/ACCOUNTING	MAINTENANCE	01-5890-8150	507.50
P18-01400	ULINE.COM	MAINTENANCE/SLABRUZZO	01-4300-8150	276.01
P18-01445	Backflow Distributors, Inc.	MAINTENANCE	01-4300-8150	271.65
			01-4410-8150	843.24
P18-01457	CARPET CLEARANCE CENTER	MAINTENANCE/FOOTHILL	01-4300-8150	45.21
P18-01473	Backflow Distributors, Inc.	MAINTENANCE	01-4300-8150	285.09
			01-4410-8150	588.24

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45)				Total Location 83,595.97
P18-01088	Creative Imaging Center	Student ID Cards	01-4300-0000	2,252.14
P18-01089	SCHOLASTIC	Choices Magazine Subscription	01-4300-0004	156.58
P18-01100	RISO PRODUCTS OF SACRAMENTO	RISO Supplies	01-4300-0003	2,127.76
P18-01112	AMAZON.COM	Graphic Design Supplies	01-4300-0004	65.43
P18-01135	#ICANHELP	#icanhelp Assembly	01-5801-6690	1,800.00
P18-01136	CDW-G COMPUTER CENTER	HP 4GB 11" Chromebooks	01-4300-3010	7,894.40
P18-01137	TROXELL COMMUNICATIONS INC	Doc Cameras	01-4300-3010	1,277.35
P18-01152	PERMA BOUND	English Novels	01-4200-3010	5,425.06
P18-01162	Megan Allen	Lesta Joubert Scholarship	73-7299-9020	94.00
P18-01163	OFFICE DEPOT B S D	SPED Supplies	01-4300-6500	500.00
P18-01221	CDW-G COMPUTER CENTER	Laptops and CPUs	01-4410-0003	15,202.98
P18-01277	SWIS	SWIS Renewal	01-5801-3010	460.00
P18-01280	K-12 TEXTBOOKS	Chemistry and Spanish Texts	01-4100-0004	4,578.98
P18-01285	iParadigms, LLC	Turnitin Renewal	01-5801-3010	5,331.38
P18-01313	AMAZON.COM	Graphic Design Supplies	01-4300-0004	247.24
P18-01314	AMAZON.COM	Photo Supplies	01-4300-0004	24.83
P18-01323	CONTINENTAL ATHLETIC SUPPLY	Football Helmet Reconditioning	01-5801-0000	4,694.54
P18-01324	CONTINENTAL ATHLETIC SUPPLY	Football Helmet Reconditioning	01-5801-0000	615.38
P18-01331	CONTINENTAL ATHLETIC SUPPLY	Football Helmet Reconditioning	01-5801-0000	133.80
P18-01370	Complete Book and Media Supply	English Novels	01-4200-3010	3,863.23
P18-01372	MEDCO SUPPLY COMPANY	Sports Med Supplies	01-4300-0004	987.46
P18-01381	BRIDGES TRANSITIONS	Bridges Subscription Renewal	01-5801-0003	1,540.40
P18-01398	CDW-G COMPUTER CENTER	Monitor for Tom Samson	01-4300-0000	173.57
P18-01419	BSN SPORTS	Portable Water Chiller	01-4410-9010	785.56
P18-01423	Houghton Mifflin Harcourt	GR7 Go Math for MHS	01-4200-0003	316.36
P18-01466	Bi-County Ambulance Service	Bi-County Ambulance	01-5801-0004	712.50
P18-01475	THE LIBRARY STORE	Label Protectors	01-4300-0004	320.09
Total Location				61,581.02

Location McKenney Intermediate (37)

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location McKenney Intermediate (37)				
P18-01086	PREMIER SCHOOL AGENDAS	AGENDAS	01-4300-1100	3,385.41
P18-01097	SWIS	PBIS	01-5801-1100	350.00
P18-01140	CDW-G COMPUTER CENTER	97H Projector	01-4300-1100	995.90
P18-01198	SCHOLASTIC LIBRARY PUBLISHING	CAMPBELL	01-4300-1100	384.62
P18-01208	AMAZON.COM	BAKER	01-4300-1100	49.21
P18-01352	Supertints	Window Tinting for Mck	01-4300-0004	1,955.00
P18-01377	PREMIER SCHOOL AGENDAS	STUDENT AGENDAS	01-4300-1100	591.57
P18-01396	AMAZON.COM	BROWN - ART CLASS	01-4300-1100	30.89
P18-01443	AMAZON.COM	GREMINGER	01-4300-1100	120.26
P18-01494	THE TREE HOUSE	Toner for HP M402dne Printer	01-4300-3010	692.37
Total Location				8,555.23
Location Nutrition Services (73)				
P18-01128	REFRIGIWEAR	Warehouse Staff Insulated Clothing	13-4300-5310	1,304.03
P18-01129	WILD RIVER MARKETING	Local Vendor-Fruit distributed direct to sites	13-4716-5310	20,000.00
P18-01180	ADVANCE PIERRE FOODS	Direct Order for Warehouse Inventory	13-9325-5310	5,852.70
P18-01181	Trade Supplies, Inc.	Direct Order for Warehouse Inventory	13-9326-5310	2,374.25
P18-01182	Bell Tasty Foods Inc.	Direct order for Warehouse Inventory	13-9325-5310	5,814.00
P18-01183	BUENA VISTA FOOD PRODUCTS	Direct Order for Warehouse Inventory	13-9325-5310	11,210.00
P18-01184	TYSON FOODS	Direct Order for Warehouse Inventory	13-9325-5310	9,261.26
P18-01185	Tek Visions	POS Stations per attached quote	13-4410-5310	3,880.76
P18-01186	S.A. PIAZZA & ASSOCIATES, LLC	Direct order for Warehouse Inventory	13-9325-5310	3,127.50
P18-01187	CULTURE SHOCK YOGURT	Yogurt for 2017/2018 School Year	13-4717-5310	5,000.00
P18-01188	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	710.00
P18-01219	INTEGRATED FOOD SERVICES	Direct Order for Warehouse Inventory	13-9325-5310	9,708.34
P18-01298	The Fruitguys	Open PO for 17/18 Fresh Fruit & Vegetable Program	13-4716-5310	23,900.00
P18-01299	LAND O'LAKES, INC	Direct Order for Warehouse Inventory	13-9325-5310	7,500.84
P18-01300	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9325-5310	759.85
			13-9326-5310	5,924.92
P18-01360	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	Direct Order for Warehouse Inventory	13-4716-5310	429.00
			13-9325-5310	1,554.80

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P18-01361	Tasty Brands	Direct Order for Warehouse Inventory	13-9325-5310	14,960.88
P18-01362	Rich Chicks, LLC	Direct Order for Warehouse Inventory	13-9325-5310	15,127.00
P18-01363	J M SMUCKERS	Direct Order for Warehouse Inventory	13-9325-5310	4,754.70
P18-01368	EMPORIUM	National School Lunch Week Posters	13-4300-5310	87.36
P18-01389	GOLD STAR FOODS	Open PO for 17/18 SY Food to Kitchens	13-4717-5310	50,000.00
P18-01390	Bencorp	Direct Order for Warehouse Inventory	13-9326-5310	648.63
P18-01424	GOODMAN FOODS	Direct Order for Warehouse Inventory	13-9325-5310	8,242.64
P18-01425	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	710.00
P18-01426	Bailey's Test Strips and Thermometers, LLC	Direct Order per Estimate #6475	13-4300-5310	168.00
P18-01464	SCHWAN'S FOOD SERVICE	Direct Order for Warehouse Inventory	13-9325-5310	11,305.52
Total Location				224,316.98
Location Olivehurst Elementary (25)				
P18-01329	CURRICULUM ASSOCIATES	CLASSROOM MATERIALS	01-4300-0004	203.22
P18-01371	Center for the Collaborative Classroom	Curriculum Supplies	01-4300-0004	273.19
P18-01447	Richards Institute of Education & Research	Music	01-4300-0004	257.19
P18-01463	PLANK ROAD PUBLISHING, INC	Music Order	01-4300-0004	282.32
Total Location				1,015.92
Location Print Shop (67)				
P18-01402	Spicer's Paper, Inc.	Print Shop / Paper Supplies 17-18 SY	01-4300-0000	35,000.00
Location Pupil Services (202)				
P18-01191	PEARSON CUSTOMER SERVICE	Testing materials for Mental Health Clinicians	01-4300-6512	95.02
P18-01192	OFFICE DEPOT B S D	Speech Services	01-5801-3327	114.61
P18-01194	WESTERN PSYCHOLOGICAL SRVS.	Test materials for Margot	01-4300-6500	6,000.00
P18-01227	eSpecial Needs	For student @ Loma Rica	01-4300-0000	124.16
P18-01258	Pro-Ed	Speech - Nikki Hu	01-4300-6500	28.77
P18-01262	APPLE COMPUTER INC	iPads 32GB	01-4300-6500	196.89
P18-01279	CURRICULUM ASSOCIATES	test kit for Margot	01-4300-0000	1,018.48
				377.79

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Pupil Services (202) (continued)				
P18-01343	Devereux	NPS services	01-5862-3327	58,115.00
			01-5862-6512	293,538.10
P18-01348	SUTTER COUNTY SCHOOLS	Itinerant DHH Services-Sutter County	01-5801-6500	66,018.00
P18-01349	SIERRA SCHOOL AT EASTERN LOWER	NPS Day School Services	01-5100-6500	64,324.44
P18-01350	SIERRA SCHOOL OF EASTERN UPPER	NPS Day School Services	01-5860-6500	133,157.16
P18-01385	GOPHER SPORT	adapted p.e. materials	01-4300-6500	157.45
P18-01422	WESTERN PSYCHOLOGICAL SRVS.	testing materials for students	01-4300-0000	170.49
P18-01451	AMAZON.COM	Hearing for MHS - Per Jessica G	01-4300-0000	8.92
P18-01453	AMAZON.COM	For Nurses	01-4300-0000	165.78
P18-01454	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Refrigerator for ARBOGA School,	01-4300-0000	215.42
P18-01465	PEARSON CUSTOMER SERVICE	electronic scoring	01-5801-6500	595.00
P18-01467	Pro-Ed	Speech Order for Michelle Sexton	01-4300-6500	180.65
P18-01468	PEARSON CUSTOMER SERVICE	Speech - Nikki Hu	01-4300-6500	379.61
P18-01469	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech - Taylor Greenwood	01-4300-6500	221.67
P18-01470	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech - Janice Alves	01-4300-6500	255.75
P18-01471	AMAZON.COM	headsets for MHS SDC teacher	01-4300-6500	117.26
Total Location				625,576.42
Location Purchasing (104)				
P18-01218	MOORE WALLACE, AN RR DONNELLEY COMPANY	D.O.M/hs for Tech	01-4300-0000	1,631.98
P18-01496	ADVANCED INTEGRATED PEST MANAGEMENT	Special Extra Service	01-5582-0000	2,295.00
Total Location				3,926.98
Location South Lindhurst (47)				
P18-01190	ACCREDITING COMMISSION FOR SCHOOLS	WASC	01-5310-0000	970.00
P18-01235	CALIFORNIA ASSN FFA Attn: Jennifer Stockton	Leadership packet	01-4300-1100	8.50
P18-01290	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	FFA	01-4300-7010	500.00
P18-01374	Learning by Design, LLC	Maria Nielsen	01-5801-7338	10,000.00
P18-01421	AMAZON.COM	Hard drive and RAM	01-4300-0003	337.82
Total Location				11,816.32
Location Student Discipline/Attendance (109)				

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Student Discipline/Attendance (109)				
P18-01134	SCHOOL SPECIALTY	Conference table and chairs	01-4300-0000	3,845.04
			01-4410-0000	1,940.06
P18-01405	SEPS Graphics	T-SHIRT ORDER FOR M. KHAN	01-4300-0000	227.74
P18-01452	TEC-COM	MARYSVILLE TUNNEL CAMERA	01-4410-0004	8,057.61
P18-01455	S & S WORLDWIDE	Bracelets for Safe Routes to School	01-4300-0000	257.26
P18-01474	YUBA SUTTER TRANSIT	Student Transportation	01-4300-0000	250.00
		Total Location		14,577.71

Location Technology (102)				
P18-01228	AMAZON.COM	Hard Drives for Shelly	01-4300-0000	181.84
P18-01231	AMAZON.COM	Console Cables for Ramon	01-4300-0000	47.72
P18-01264	Amplified IT, LLC	Amplified IT 17-18 Membership	01-5310-0000	2,500.00
P18-01305	AMAZON.COM	Laptop Battery for Bob Eckardt	01-4300-0000	25.96
P18-01333	APPLE COMPUTER INC	Headphone Jack Adapter	01-4300-0000	29.23
P18-01353	TEC-COM	Tec-com Network Cabling Material	01-4300-0000	215.42
P18-01354	AMS.NET	Singlewire Renewal 17-18	01-5801-0000	5,010.00
P18-01358	AMS.NET	AMS	01-5801-0000	20,694.96
P18-01406	AMAZON.COM	USB Camera for Windows and MAC	01-4300-0000	270.35
P18-01407	AMAZON.COM	Backup Drive for Raul	01-4300-0000	169.93
P18-01430	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Tools	01-4300-0000	500.00
P18-01492	AMAZON.COM	SQL Material for Raul	01-4300-0000	37.01
		Total Location		29,682.42

Location Transportation (69)				
P18-01238	SILVERADO STAGES CHARTER	TRANSPORTATION/CHARTER	01-5880-0230	10,000.00
P18-01267	CDW-G COMPUTER CENTER	Laptops	01-4410-0230	1,981.70
P18-01338	LARRY GEWEKE FORD	Ford Van	01-6400-0230	31,379.60
P18-01367	MARIN PAINTING	TRANSPORTATION/REPAIRS	01-5641-0230	2,143.62
P18-01420	BUSWEST	TRANSPORTATION / BUS	01-6500-0230	166,174.25
P18-01442	A-Z BUS SALES INC	TRANSPORTATION	01-4410-0230	2,267.84
P18-01461	ALL WEST COACHLINES	TRANSPORTATION/CHARTER	01-5880-0230	10,000.00
P18-01482	AMAZON.COM	iPhone 6S Case for Javier Vega	01-4300-0230	8.65

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Warehouse (71)				Total Location 223,955.66
P18-01178	SAC VAL JANITORIAL SALES & SERVICES, INC.	Whs Stock 17-18 SY	01-9320-0000	1,062.73
P18-01179	SHADD JANITORIAL SUPPLY	Warehouse Stock 2017-18 S.Y.	01-9320-0000	784.27
P18-01189	SOUTHWEST SCHOOL & OFFICE SUPPLY	Whs Stock 17-18 SY	01-9320-0000	64.68
P18-01434	THE TREE HOUSE	Whs Stock 17-18 SY	01-9320-0000	976.91
P18-01440	HILLYARD - SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	3,965.45
P18-01449	MOHINDER SPORT INC	Warehouse Stock 17-18 S.Y.	01-9320-0000	703.63
Total Location				7,557.67
Location Yuba Feather K-6 (29)				
P18-01302	SCHOLASTIC MAGAZINES	Yuba Feather School	01-4300-0003	999.47
P18-01303	OFFICE DEPOT B S D	Yuba Feather School - Instructional	01-4300-0003	1,600.00
P18-01308	AMAZON.COM	Tech Items	01-4300-0003	127.43
P18-01429	SWIS	Yuba Feather School	01-5801-0003	350.00
P18-01478	Richards Institute of Education & Research	Yuba Feather School / Music	01-4300-0004	387.86
Total Location				3,464.76
Location Yuba Gardens Intermediate (39)				
P18-01090	CDW-G COMPUTER CENTER	VP Laptop	01-4410-1100	990.85
P18-01098	AMAZON.COM	SIMPSON/GATES	01-4300-0003	254.56
P18-01118	AMAZON.COM	WATERS/GATES	01-4300-3010	231.76
P18-01119	AMAZON.COM	CLARK/GATES	01-4300-1100	226.51
P18-01141	AMAZON.COM	RACKERBY/GATES	01-4300-6500	579.41
P18-01146	AMAZON.COM	ROGERS/GATES	01-4300-1100	395.55
P18-01149	MUSICIAN'S FRIEND	Percussion carrier	01-4300-0004	420.01
P18-01169	AMAZON.COM	GATES/KAYLOR	01-4300-1100	53.43
P18-01205	AMAZON.COM	MULTI - TEACHERS	01-4300-0003	280.58
P18-01216	AMAZON.COM	CUATE/GATES	01-4300-1100	90.91
P18-01243	CDW-G COMPUTER CENTER	Admin CPU and Monitors	01-4410-1100	1,386.34
P18-01245	RICHARD WISE	YLST	01-5100-0003	12,500.00
Total Location				25,000.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Yuba Gardens Intermediate (39) (continued)					
P18-01260	CDW-G COMPUTER CENTER	HP 4GB 11" Chromebooks and Carts	01-4300-3010	22,484.62	
			01-4410-3010	2,903.27	
P18-01263	CDW-G COMPUTER CENTER	English teacher laptop	01-4410-0003	990.85	
P18-01265	SWIS	YLST/GATES	01-5801-0003	460.00	
P18-01271	AMAZON.COM	GATES/KAYLOR	01-4300-1100	51.15	
P18-01304	CDW-G COMPUTER CENTER	97H Projector	01-4410-3010	995.90	
P18-01310	AMAZON.COM	YLST/GATES	01-4300-1100	642.62	
P18-01312	NEW MANAGEMENT, INC.	YLST/GATES	01-4300-1100	650.38	
P18-01332	CDW-G COMPUTER CENTER	HP 4GB 11" Chromebooks	01-4300-6500	881.75	
P18-01334	AMAZON.COM	BOWMAN/GATES	01-4300-6500	54.11	
P18-01359	J.W. PEPPER & SON, INC	STEWART/GATES	01-4300-0004	2,583.78	
P18-01378	GOPHER SPORT	TRIPHAN/GATES	01-4300-1100	692.04	
P18-01401	AMAZON.COM	WATERS/GATES	01-4300-0003	109.55	
P18-01435	CDW-G COMPUTER CENTER	97H Projector	01-4300-3010	3,485.65	
P18-01437	TOLEDO PHYSICAL ED SUPPLY	TRIPHAN/GATES	01-4300-1100	2,102.50	
P18-01438	GREAT LAKES SPORTS	TRIPHAN/GATES	01-4300-1100	163.69	
P18-01439	PALOS SPORTS	TRIPHAN/GATES	01-4300-1100	725.60	
P18-01459	PTM Document Systems	GATES/YLST	01-4300-1100	832.00	
P18-01484	MUSICIAN'S FRIEND	Music Supplies	01-4300-0003	207.76	
			01-4300-0004	1,996.21	
Total Location				85,423.34	
Total				2,004,713.13	

Fund Recap

Fund	Description	PO Count	Amount
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Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	345	1,450,943.29
09	Chtrr Schs	17	36,186.99
12	Child Dev	8	3,233.54
13	Cafeteria	26	224,316.98
14	Def Maint	4	49,871.00
25	Cap Fac	1	795.00
73	Fndn Priv	1	94.00
77	PAYROLL CR	1	239,272.33
Total			2,004,713.13

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P17-03112	216,725.40	01-6210	Gen Fund/Buildings	3,210.00
P17-03906	29,300.00	14-6210	Def Maint/Buildings	5,000.00
P18-00119	4,626.51	01-4300	Gen Fund/Mat&Suppli	35,373.49-
P18-00217	500.00	01-4300	Gen Fund/Mat&Suppli	250.00
P18-00237	4,000.00	01-4300	Gen Fund/Mat&Suppli	2,000.00
P18-00320	500.00	01-4300	Gen Fund/Mat&Suppli	1,200.00-
P18-00324	200.00	01-4300	Gen Fund/Mat&Suppli	800.00-
P18-00402	12,008.63	01-4100	Gen Fund/Textbooks	220.87-
P18-00434	2,450.00	01-5530	Gen Fund/Water & Se	1,000.00
P18-00485	606.43	01-4300	Gen Fund/Mat&Suppli	106.43
P18-00614	12,292.35	13-4716	Cafeteria/Produce	4,867.35
P18-00631	625.00	13-5641	Cafeteria/Equip Repa	625.00-
P18-00650	6,000.00	01-4300	Gen Fund/Mat&Suppli	2,159.91
P18-00665	3,025.13	09-4300	Chrt Schs/Mat&Suppli	621.22
P18-00695	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,188.29
P18-00749	1,500.00	01-4364	Gen Fund/Tools/Part	1,000.00
P18-00757	1,841.10	01-5801	Gen Fund/Contracts	57.90-
P18-00907	233.28	01-4300	Gen Fund/Mat&Suppli	57.15
P18-00930	158.05	01-4300	Gen Fund/Mat&Suppli	8.35
P18-00956	800.00	01-4364	Gen Fund/Tools/Part	500.00
P18-00957	15,000.00	01-4300	Gen Fund/Mat&Suppli	5,000.00
Total PO Changes				11,308.56-

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

Generated for Kathy Cartwright (KATHY), Sep 29 2017
4:07PM

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Marysville Joint Unified School District



Amendment to Mid Pacific Engineering, Inc. Contract

Both parties agree that the not to exceed amount for the Mid Pacific Engineering, Inc., contract dated February 28, 2017 shall increase from of \$2,816 to \$4,337.65, Mid Pacific Engineering, Inc. will provide interim facilities staff services to the District, including the attached scope of services. Scope of work was changed to add additional, Laboratory Compression Testing, Construction Testing, and Laboratory Reinforcing Steel Bend Testing.

Contractor Name Mid Pacific Engineering, Inc.

Authorized Signature. [Signature]

KEN FRITZ V. PRESIDENT

Date. July 29, 2017

District Acceptance. [Signature]

Michael Hodson, Assistant Superintendent of Business Services

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Business Services Department

Approval: [Signature]

Date: 9.29.17



MID PACIFIC ENGINEERING, INC.

GEOTECHNICAL ENGINEERING | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | CONSTRUCTION INSPECTION

REDDING OFFICE
530-246-9499 ph

SACRAMENTO OFFICE
916-927-7000 ph

September 13, 2017

Summer Odesha
Marysville Unified School District
1919 B Street
Marysville, California 95901

Request for Budget Increase

Foothill Intermediate School Shade Structure

We are submitting this amendment on The Foothill Intermediate School Shade Structure Project to cover the following as requested by IOR Jack Campbell:

Engineers review and letters for 2 concrete mix designs.	\$150
Additional concrete pour on Saturday 7/29/17 including concrete batch plant inspection, concrete placement and sampling and concrete cylinders.	\$1072
Additional concrete cylinder pick up on Monday 7/31/2017	\$190
Addition of laboratory testing of rebar on 8/26/2017 invoice	\$115

We are requesting an amendment to the contract in the amount of \$1527

We appreciate this opportunity to be of service. If you have any questions regarding this letter, please contact our office.

Mid Pacific Engineering, Inc.

Jeff Budelli
Director of Construction Services



CONTRACT SERVICES AGREEMENT

Mid Pacific Engineering, Inc. -- On Site Special Inspection and Testing for Foothill Intermediate School Shade Canopy

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 28th day of February 2017, (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Mid Pacific Engineering, Inc., a California Corporation (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 160 calendar days commencing from May 15, 2017. Nothing in this Section shall operate to prohibit or otherwise restrict the DISTRICT's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
 - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which are per Exhibit A and the DSA Approved Specifications and prints (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 of two thousand eight hundred and sixteen dollars and 00/100 (\$2,816.00) (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.

Business Services Department

Approval: [Signature]

Date: 2/3/17

- 1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts 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 the Superintendent and Ryan DiGiullo, Assistant Superintendent, Business Services and Cynthia Jensen, Director of Facilities, (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 **CONTRACTOR REPRESENTATIVE:** CONTRACTOR hereby designates Ken Fritz, Vice President of Construction Services to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 **COORDINATION OF SERVICE: CONFORMANCE WITH REQUIREMENTS:** CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 **STANDARD OF CARE: PERFORMANCE OF EMPLOYEES:** CONTRACTOR represents, acknowledges and agrees to the following:

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

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume

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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.
- 2.11. COMPLIANCE WITH LABOR CODE PROVISIONS: CONTRACTOR and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:
- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than one and one-half (1½) times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the DISTRICT, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
 - B. Pursuant to the provisions of California Labor Code, Sections 1770 *et. seq.*, the CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2. The CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Agreement, are on file in the office of the

DISTRICT Secretary, which copies shall be made available to any interested party on request. The CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.

- C. As required by Section 1773.1 of the California Labor Code, the CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- D. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments whenever filed thirty (30) days prior to the call for bids.
- E. The CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the DISTRICT, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- F. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with this section. CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Project. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:
 - i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the DISTRICT, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - iii. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the costs of preparation to the CONTRACTOR, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the CONTRACTOR. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. Each CONTRACTOR shall file a certified copy of the records with the entity that requested the records within ten (10) days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the DISTRICT, the Division

of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR awarded the contract or performing the contract shall not be marked or obliterated. The CONTRACTOR shall inform the DISTRICT of the location of the records including the street address, DISTRICT, and shall, within 5 working days, provide a notice of change of location and address. The CONTRACTOR shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the CONTRACTORS must comply with Section. In the event that the CONTRACTOR fails to comply within the 10-day period, he or she shall, as a penalty to the state or the DISTRICT, forfeit \$25.00 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Section lies with the CONTRACTOR.

- iv. The CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this Agreement rests with the CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event the CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, the CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.
- G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If the CONTRACTOR, in the sole discretion of the DISTRICT satisfies the DISTRICT of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. The CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions before commencing the performance of the work of this Contract. The Notice to Proceed with the Work under this Agreement will not be issued, and the CONTRACTOR shall not commence work, until the CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the CONTRACTOR in signing this Agreement certifies to the DISTRICT as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the CONTRACTOR and submitted to the Construction Manager for the DISTRICT's review and records.

- H. In accordance with the provisions of Section 1727 of the California Labor Code, the DISTRICT, before making payment to the CONTRACTOR of money due under a contract for public works, shall withhold and retain there from all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the DISTRICT.

2.12 WARRANTY.

- A. CONTRACTOR warrants all Work performed and goods provided under this Agreement shall: (i) meet all conditions of the Agreement; (ii) shall be free from all defects in design, materials and workmanship; and (iii) shall be fit for the purposes intended. If any defects occur within twelve (12) months following acceptance, CONTRACTOR shall be solely responsible for the correction of those defects. The warranty set forth under this Section 2.14(A) shall be in addition to any warranties for equipment and fixtures that may be installed by CONTRACTOR in the performance of this Agreement as provided under Section 2.14(B) and 2.14(C), below.
- B. CONTRACTOR shall transfer to DISTRICT all of CONTRACTOR's rights to and interest to any and all manufacturers' warranties or guarantees for any equipment or fixtures installed by CONTRACTOR in the performance of this Agreement. Where applicable, DISTRICT shall be named as the owner-beneficiary in any warranty or guarantee. CONTRACTOR shall deliver to DISTRICT all the written material comprising the manufacturers' warranties or guarantees. CONTRACTOR shall ensure that each warranty or guarantee is in full force and effect from the date the DISTRICT starts using the equipment or fixtures. All manufacturers' warranties or guarantees shall be in addition to the CONTRACTOR's warranty set forth under Section 2.14(A), above or Section 2.14(C), below.
- C. In addition to all manufacturers' warranties and all other warranties implied by law, CONTRACTOR warrants that all equipment and fixtures installed in the performance of this Agreement shall conform to the Scope of Work and any additional plans, drawings or specifications incorporated into this Agreement. CONTRACTOR further warrants that all equipment and fixtures installed by CONTRACTOR shall be merchantable; of good workmanship and material; and free from defect.

2.14 SAFETY: CONTRACTOR shall comply with all workplace safety measures as may be required by applicable federal, State or local laws so as to safeguard against injury to persons or damage to property. In performing the Work, CONTRACTOR shall at all times be in compliance with all applicable federal, State and local rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed, including but not limited to:

- A. Adequate life protection and lifesaving equipment and emergency procedures;
- B. Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and
- C. Adequate facilities for the proper inspection and maintenance of all safety measures.

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.

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 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.

3.4 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.

3.5 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested. All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be

protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.

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

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below,

and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT: BREACH OF AGREEMENT:

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

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

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

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

C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot

reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.

- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
 - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The DISTRICT may exercise any other available and lawful right or remedy.

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

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 **FINGERPRINTING.** CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 **DRUG FREE WORKPLACE CERTIFICATION.** CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 **FALSE CLAIMS ACT.** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.6 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:
Mid Pacific Engineering, Inc
2915 Innsbruck Drive, Suite A
Redding, Ca 96003
Attn: Ken Fritz
Phone: (916) 927-7000
Email: kfritz@midpacific.com

DISTRICT:
Marysville Joint Unified School District
1919 B Street, room 214
Marysville, CA 95901
Attn: Ryan Digiulio, Asst. Superintendent,
Business Services
Phone: (530) 749-6151
Email: rdigiulio@mjUSD.k12.ca.us

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, 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: [Signature] 2/28/17
Ryan DiGiulio, Assistant Superintendent of
Business Services

A CALIFORNIA CORPORATION ETC.):

x By: [Signature]
x Name: KEN FRITZ
x Title: V.P. OF CONSTRUCTION SERVICES

8173

EXHIBIT "A"

MPE

MID PACIFIC ENGINEERING, INC.

GEOTECHNICAL ENGINEERING | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | SPECIAL INSPECTIONS

REDDING
530-246-9499 p
530-246-9527 fWEST SACRAMENTO
916-927-7000 p
916-372-9400 fCynthia Jensen
Marysville Joint Unified School District
1919 B Street
Marysville, California 95901

January 20, 2017

Proposal for Special Inspections and Testing
FOOTHILL INTERMEDIATE SCHOOL SHADE STRUCTURE
5351 Fruitland Road
Loma Rica, California
MPE No. 17-0028

As requested, our firm will provide special inspection and testing services during the Foothill Intermediate School Shade Structure in Loma Rica, California. The purposes of our work will be to provide on-call materials special inspections and testing as required by the project plans and as directed by your representatives. Results of our work would be summarized in daily field reports following completion of the work.

Attached is our budget estimate that presents a line item breakdown of our anticipated scope of services. At the time this proposal was assembled, plans and specifications were not yet available. Our estimated fees for this project are \$47,000.

Billing for our work will be on a time and materials expense basis using the attached schedule of fees. Please be aware that the construction schedule and the contractor's efficiency affects the number of site visits - and the cost - required for our services. We will bill only for work actually performed on your project.

It is emphasized that our representative will not act as supervisor of construction, nor will we direct construction operations. The contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them for defects discovered in their work. Job and site safety will be the sole responsibility of the contractors.

If this proposal is acceptable, please issue the appropriate authorization documents for us to proceed with the work.

Thank you for the opportunity to prepare this proposal. Please contact our office with any questions.

Mid Pacific Engineering, Inc.

Ken Fritz
Vice President Construction Services

Attachments: Budget Estimate, Schedule of Fees

**SCANNED**2915 INNSBRUCK DRIVE, SUITE A, REDDING, CALIFORNIA 96003
840 EMBARCADERO DRIVE, SUITE 20, WEST SACRAMENTO, CALIFORNIA 95605

181043

180

**SPECIAL INSPECTION & TESTING SERVICES
SCOPE & BUDGET ESTIMATES
FOOTHILL INTERMEDIATE SCHOOL - SHADE STRUCTURE, LOMA RICA, CA**

SOILS		
Observe Drilling Piers	8 hours @ \$95/hour	= \$760
CONCRETE TESTING		
Sample Concrete, Including BPI:	6 hours @ \$95/hour	= \$570
Sample Pickup:	4 hours @ \$95/hour	= \$380
Compression Tests:	4 @ \$30	= \$120
ADMINISTRATION		
Dept of Industrial Relations Report		= \$150
DSA Final Verified Report		= \$500
MILEAGE:	4 trips @ 120 miles @ \$0.70/ml	= \$336
TOTAL ESTIMATE		\$2,816

MPE

Pf 2013

MID PACIFIC ENGINEERING, INC.
2015 Prevailing Wage Schedule of Fees – Sacramento Office

LABOR		Rate per Hour
Field Testing and Inspection Technician		\$95
Senior Field Testing and Inspection Technician (Welding, Bolting and Masonry)		\$105
Senior Field Testing and Inspection Technician (Non Destructive Testing, DSA Masonry)		\$115
Managing Technician		\$115
Laboratory Technician		\$75
Draftsperson		\$70
Staff Engineer/Geologist		\$100
Project Engineer/Geologist		\$125
Senior Engineer/Geologist		\$150
Principal Engineer		\$175
Overtime and Double Time (work beyond 8 hour days, weekends and Holidays) will be billed at a rate of 1.5 and 2 times the hourly rate presented above, respectively. A 2-hour minimum charge will apply on all projects. A 4-hour minimum charge will apply on Saturday and Sundays. An 8-hour minimum charge will apply on Holidays.		
LABORATORY TESTING		Rate per Test
Soil and Aggregate		
Absorption of Sand or Gravel		\$65
Aggregate Unit Weight		\$60
Aggregate Crushed Particles		\$105
Atterberg Limits		\$165
California Impact Method 216		\$200
Compaction Curve		\$235
Consolidation Test		\$560
Corrosion Testing		\$155
Direct Shear Test		\$150
Durability		\$175
Expansion Index		\$175
Grain Size Analysis - Total Sieve (200, Fine and Coarse)		\$230
Grain Size Analysis - Fine or Coarse Sieve		\$110
Grain Size Analysis - Soils Finer than No. 200		\$100
Grain Size Analysis - Hydrometer		\$165
Moisture Content		\$35
Permeability		\$275
Resistance Value - Untreated		\$325
Resistance Value - Treated with Lime or Cement		\$375
Sand Equivalent		\$150
Specific Gravity		\$120
Triaxial Shear - Undisturbed		\$370
Triaxial Shear - Remolded		\$450
Unconfined Compression Test		\$120
Unit Weight and Moisture Content - Undisturbed Sample		\$40
Unit Weight and Moisture Content - Loose Sample		\$65
Concrete and Masonry		
Compression Testing - Concrete 4x8 or 6x12		\$30
Compression Testing - Grout, Mortar or CLSM		\$40
Compression Testing - Masonry Unit or Brick		\$60
Compression Testing - Masonry Prism		\$185
Compression Testing - Concrete Core Including Trimming		\$50
Compression Testing - Shotcrete Core		\$55
Compression Testing - Hold Sample		\$25
Flexural Strength - 6" x 6" concrete beam		\$85
Length Change of Hardened Concrete - Batching, Compression Testing and Shrinkage Measurement		\$1000
Length Change of Hardened Concrete - Shrinkage Measurement		\$400
Masonry Unit Linear Shrinkage, Absorption and Moisture		\$525
Splitting Tensile Test - 6" x 12" Cylinders		\$60
Trial Batch - Compression Testing set of 5		\$600
Reinforcing and Structural Steel		
Anchor Bolt or Prestressing Strand Tensile Strength		\$80
Fire Proofing Unit Weight		\$55
Machining of Special Fittings, Fixtures or Tensile Coupons - per hour		\$75
Rebar Tensile and Bend 1 - 7 bar		\$115
Rebar Tensile and Bend 8 - 14 bar		\$165
Structural Bolt Set Tensile and Hardness		\$350
Please contact our office for laboratory testing not listed on this fee schedule		Quote
MISCELLANEOUS		
Mileage - Billed Portal to Portal		\$0.70/mile
Per Diem		\$135/day
Outside Services		Cost +20%
Final Report of Inspection		\$300
Department of Industrial Relations Wage Reporting		\$150/month

PK 3013

Grant Award Notification

GRANTEE NAME AND ADDRESS Dr. Gay Todd, Superintendent Marysville Joint Unified School District 1919 B Street Room 209 Marysville, CA 95901 Attention Amber Watson, RD, SNS Program Office Nutrition Services Telephone 530-749-6178 Name of Grant Program Fresh Fruit and Vegetable Program				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				17	14968	7273	01
				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
				Resource Code	Revenue Object Code	Yuba	
				5370	8220	INDEX	
							0190
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$169,576.00		\$169,576.00	0	10-1-17	6-30-18	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
10.582	7CA310CA1	Fresh Fruit and Vegetable Program			USDA		

Dear Superintendent Todd:

I am pleased to inform you that you have been funded for the Fresh Fruit and Vegetable Program.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) within 10 days to:

Sauncerae Gans, Analyst
Nutrition Services Division
California Department of Education
1430 N Street, Suite 4503
Sacramento, CA 95814-5901

California Department of Education Contact Sauncerae Gans		Job Title Analyst
E-mail Address sgans@cde.ca.gov		Telephone 916-323-6775
Signature of the State Superintendent of Public Instruction or Designee Torr Tolakson		Date September 14, 2017

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent Michael R. Hodson	Title Asst Superintendent
E-mail Address M.Hodson@MJUSD.com	Telephone 530.749.6115
Signature [Signature]	Date 9.20.2017

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September 22, 2017

To whom it may concern,

I, Ninfa Vega, am writing to formally notify you that I am resigning from my position as Cafeteria Assistant with the MJUSD. My last day of employment will be October 6, 2017.

It has been a privilege to work with the children of our communities for the last 21 years.

Yours Truly,

Ninfa Vega

Ninfa V. Vega

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RECEIVED SEP 22 2017

MJUSD
Personnel Dept
SEP 27 2017
RECEIVED

MJUSD
Personnel Dept

SEP 25 2017

September 20, 2017

RECEIVED

To whom it may concern,

I Annie Wooten am no longer employed by Marysville Joint Unified School District as on June 2017.

Sincerely,

Annie Wooten

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

DIRECTOR of BUILDINGS AND GROUNDS

GENERAL FUNCTION:

Under the direction of the Assistant Superintendent for Business Services, plans, organizes, controls and directs District facilities, maintenance, groundskeeping and custodial operations, activities and related services; oversees the design, planning and developing of facilities and new construction; directs program operations including planning, staffing, budgeting and complying with established requirements; and trains and supervises the performance of assigned personnel.

ESSENTIAL FUNCTIONS:

Directs department operations; the implementation of new programs and/or processes (e.g., facility utilization, site repairs/construction, preventive and routine repair) for the purpose of making recommendations and/or implementing actions that provide services within established timeframes and in compliance with related requirements, scheduling of work and repairs in order to ensure optimal utilization of personnel.

Inspects new construction, repair work, grounds, special projects, equipment, work orders, daily employee work and supplies for the purpose of ensuring that jobs are completed efficiently; specifications for major capital improvements are within local/state/federal regulations; and approving inspection reports and payment requests.

Manages assigned program and/or department responsibilities (e.g., site improvement, grounds, ADA access, fire inspections, safety) for the purpose of achieving outcomes in relation to organization objectives and ensuring conformance with legal, financial and District requirements.

Trains and supervises the performance of assigned personnel; interviews and selects employees and recommend transfers, reassignment, termination and disciplinary actions; review recommendations for employee transfer and promotion.

Collaborates with internal and external personnel (e.g., other administrators, staff, public agencies, citizen advisory groups, community groups) for the purpose of coordinating activities and programs, resolving issues, and exchanging information concerning assigned functions and related matters.

Develops and monitors budget, expenditures allocations, fund balances and related financial data in order to ensure that allocations are accurate, revenues are recorded, expenses are within budget limits and expenditures are authorized in accordance with established limitations.

Responsible for the preparation and development of a variety of mandated plans, studies, and reports prepared internally or by retained consultants (e.g., environmental impact report, project applications with the State and local agencies) for the purpose of complying with regulatory actions, funding requirements, and other established policies.

Pursues state funding, grants, or other funding opportunities as needed or available in order to fund modernization or new construction projects; leads in the development and planning of potential bond measures as well as the subsequent oversight committees.

Directs the District's energy conservation programs including reporting and auditing, and initiates and oversees efforts to reduce energy expenditures.

Prepares a wide variety of written materials (e.g., Board agenda items and briefings, contracts of professional services, budgets, property contracts, legislative updates, contract changes, requests for proposals, a variety of narrative and statistical reports related to construction, upkeep and modernization of facilities) for the purpose of documenting activities, providing written reference, seeking input, and/or conveying information.

Develops long-range prioritized projections to determine timelines and locations for new or modernized facilities and associated needs (e.g., hiring architects and consultants, financial requirements, financing options) for the purpose of developing plans to assure the timely availability of facilities in order to maintaining a successful educational service.

Serves as the District's representative and liaison for; Office of Public School Construction, Division of the State Architect, and serves as District California Environmental Quality Act Officer.

Supports Assistant Superintendent in providing technical expertise, information regarding assigned functions for the purpose of formulating and developing policies, procedures and programs that address District needs.

Perform related duties as assigned.

DEMONSTRATED KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- 1) Planning, organization and direction of construction, maintenance, grounds and custodial activities.
- 2) Methods, materials, tools and terminology used in construction, maintenance, groundskeeping and custodial activities.
- 3) Cost estimates and specifications.
- 4) Requirements of maintaining buildings in a safe, clean and orderly condition.

- 5) Budget preparation and control.
- 6) Oral and written communication skills.
- 7) Principles and practices of administration, supervision and training.
- 8) Applicable laws, codes, ordinances, regulations, policies and procedures.
- 9) Interpersonal skills using tact, patience and courtesy.
- 10) Operation of a computer and assigned software.

ABILITY TO:

- 1) Plan, organize, control and direct District facility planning, construction management, facilities maintenance, groundskeeping and custodial operations, activities and related services.
- 2) Supervise, direct, lead and inspire assigned personnel.
- 3) Coordinate flow of communications between administrators, personnel and outside organizations.
- 4) Communicate effectively both orally and in writing.
- 5) Prepare and make technical presentations before staff and the public.
- 6) Interpret, apply and explain rules, regulations, policies and procedures.
- 7) Establish and maintain cooperative and effective working relationships with others.
- 8) Operate a computer and assigned office equipment.
- 9) Analyze situations accurately and adopt an effective course of action.
- 10) Meet schedules and time lines.
- 11) Work independently with little direction.
- 12) Plan and organize work.
- 13) Prepare comprehensive narrative and statistical reports.
- 14) Direct the maintenance of a variety of reports and files related to assigned activities.

- 15) Maintain consistent, punctual and regular attendance, periodically involving evenings, weekends, and holiday.
- 16) Hear and speak to exchange information and make presentations.
- 17) Move hands and fingers to operate a computer keyboard and other technology hardware
- 18) See to read a variety of materials.

EDUCATION AND EXPERIENCE REQUIRED:

Any combination of education, training, and/or experience that demonstrates ability to perform the required duties. Preferred background would include a bachelor's degree in; architecture, business administration, public administration or other related field, and the equivalent to 5 years in management with a minimum of 3 years' experience in Maintenance, Operations, or Facilities. Experience may be substituted for education on a year by year basis.

LICENSES AND OTHER REQUIREMENTS:

Valid California Class C driver's license.

WORKING CONDITIONS/HAZARDS and PHYSICAL REQUIREMENTS:

ENVIRONMENT:

- 1) Office environment
- 2) Construction sites
- 3) Working at heights
- 4) Driving a vehicle to conduct work

PHYSICAL REQUIREMENTS:

The physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit, stand, walk, use hands, and reach with hands and arms. The employee is occasionally required to stand and walk. Specific vision abilities required by this job include close vision and ability to adjust focus.

- 1) Position requires moderate physical exertion associated with the ability to lift, carry, push, pull or climb.
- 2) Position requires physical capability for sustained physical work; requires strength and endurance associated with moderate physical effort.

- 3) Position requires moderate physical effort while performing continuous moderate lifting.
- 4) Lifting 50 pounds maximum or carrying any object weighing up to 25 pounds.
- 5) Working around and with machinery having moving parts.

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186(d)]
2017-2018

District MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Person completing this form: Ramiro G. Carreón Title: Asst. Supt/Personnel Services

Quarterly Report Submission Date:
(check one)

- ☒ October 2017-1st quarter-(7/1/17-9/30/17)
☐ January 2018-2nd quarter (10/1/17-12/31/17)
☐ April 2018-3rd quarter (1/1/18-3/31/18)
☐ July 2018-4th quarter (4/1/18-6/30/18)

Date for information to be reported publicly at governing board meeting: October 10, 2017

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
TOTALS	0		

Print Name of District Superintendent Dr. Gay S. Todd


Signature of District Superintendent

September 29, 2017
Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by the following parties:

- Employing Agency: **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**
- Program Sponsor: **FORTUNE SCHOOL OF EDUCATION**

Fortune School of Education is a non-profit District Intern Credential Program, fully accredited by the California Commission on Teacher Credentialing through sponsorship of Mt. Diablo Unified School District. District Intern Credential Programs are alternative certification programs in which an Employing Agency (School District, Non-Public School, or Charter School) partners with a Program Sponsor to provide coursework, mentoring, and supervision to a District Intern throughout his or her designated one or two year program.

It is the responsibility of the **EMPLOYING AGENCY** (herein referred to as **EMPLOYER**) and **FORTUNE SCHOOL OF EDUCATION** (herein referred to as **PROGRAM**) to collaborate and implement Teacher Education Alternative Certification and Hiring (TEACH) to recruit, place, and train teachers for positions as "Teacher of Record" in the following areas: English, Mathematics, Social Science, Science, Physical Education, World Languages, Multiple Subject, and Education Specialist: Mild/Moderate.

Therefore, in consideration of the mutual assurances set forth below, the parties listed above hereby agree to the following:

1. AGREEMENT

The **EMPLOYER** and **PROGRAM** hereby agree to collaborate with each other to implement TEACH, and to recruit, place, and train teachers for positions as "Teacher of Record" in the following areas: English, Mathematics, Social Science, Science, Physical Education, World Languages, Multiple Subject, and Education Specialist: Mild/Moderate upon the terms and conditions hereinafter set forth.

2. TERMS OF AGREEMENT

The term of this agreement is for: **FIVE (5) YEARS**

This agreement shall be in effect until one party informs the other in writing of their intent to terminate the agreement and all of the conditions set forth. There shall be at least thirty (30) days between the second party's receipt of the termination notice and the date on which termination is effective.

3. DISTRICT INTERN SUPPORT AND SUPERVISION

Per requirements set forth by the California Commission on Teacher Credentialing (herein referred to as CCTC) the **EMPLOYER** and **PROGRAM** will provide a minimum of 144 hours of support/mentoring and supervision, plus an additional 45 hours of EL support, for each District Intern per school year. These hours include but are not limited to: coaching, modeling, and demonstrating within classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.

A) District Intern Support Responsibilities of the **EMPLOYER**

- i. Provide a qualified On-Site Mentor
 - 1. Nominated by their school administrator

2. Valid corresponding Clear or Life credential
 3. Three years successful teaching experience
 4. English Learner Authorization (An individual who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.)
 5. Effective in classroom management and subject specific pedagogy
 6. Trained in **PROGRAM**-approved Mentor Training Program
- ii. Focus: to assist each District Intern with developing teaching competencies with regard to design and delivery of curriculum and classroom management practices
 - iii. English Learners: Support will include in-classroom coaching specific to the needs of English learners
 - iv. Activities include but are not limited to:
 1. Content specific coaching, i.e., math coaches, reading coaches, EL coaches etc.
 2. Grade level or department meetings related to curriculum, planning, and /or instruction
 3. New Teacher Orientation
 4. Coaching (not evaluation) from an administrator
 5. Co-planning with special education or EL expert to address special needs and/or EL students
 6. Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
 7. Review/discuss test results with colleagues (CELDT and standardized tests)
- B) District Intern Support Responsibilities of the **PROGRAM**
- i. Provide a qualified Field Supervisor
 1. Current or retired educator with experience in the field of education
 - ii. Focus: to assist each District Intern with developing teaching competencies with regard to design and delivery of curriculum and classroom management practices
 - iii. English Learners: Support will include in-classroom coaching specific to the needs of English learners
 - iv. Activities include but are not limited to:
 1. Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) offered in person, or via the web-enabled video conference/webinar or other video conferencing media
 2. Peer/faculty support (example: discussion debriefing teaching day at start of each class)
- C) District Intern Support Responsibilities that are offered by both the **EMPLOYER** and **PROGRAM**:
- i. The **EMPLOYER** On-Site Mentor and the **PROGRAM** Field Supervisor assigned to an District Intern shall meet periodically with the District Intern to discuss the District Intern's classroom practices and professional development generally, and to ensure compliance with the California Standards for the Teaching Profession (CSTP) and the standards outlined in Senate Bill 2042, including but not limited to, Teaching Performance Expectations (TPE) in the District Intern's classroom. Furthermore, in the case of District Interns earning an Education Specialist: Mild/Moderate Credential, the California Commission on Teacher Credentialing requires that the On-Site Mentor and the Field Supervisor verify that the District Intern has satisfied each professional standard of the CSTPs.
 - ii. The **EMPLOYER** must ensure that the District Intern has opportunities for field experiences that allow him/her to observe and/or participate in the instruction of students other than his/her regular assignment. These field experiences must be in the subject area of the District Intern's credential and coordinated in collaboration with the **PROGRAM**.
 - iii. Activities include but are not limited to:
 1. Classroom observations and coaching

2. Demonstration lessons and/or co-teaching activities with mentor, coach, or program supervisor
3. Intern observation of other teachers and classrooms
4. Email, phone (voice, text), and/or video conferencing support related to observation, problem-solving, planning, curriculum and/or instruction
5. Activities/workshops specifically addressing issues in intern's classroom – co-attend by intern and support person(s)
6. Watching and discussing teaching videos with support person(s)
7. Interactive Journal (Support/Supervision and Intern)
8. Phone/Email Support Hotline
9. Observe SDAIE/ELD lessons online or in person
10. Weekly planning or review of plans with EL Authorized Credential Holder
11. Editing work-related writing (letters to parents, announcements, etc.)
12. Professional Literature/Research discussion groups facilitated by appropriately credentialed support person or program supervisor

4. EMPLOYER'S RESPONSIBILITIES TO DISTRICT INTERNS

- A) **EMPLOYER** agrees that a District Intern shall be paid on the teacher salary schedule in accordance with the current teacher's union contract.
- B) District Interns shall be employees of the **EMPLOYER**.
- C) The **EMPLOYER** may classify as a probationary employee of the **EMPLOYER** any person who is employed as a District Intern, Education Code section 44885.5.
- D) **EMPLOYER** shall credit District Interns with units for salary schedule movement as follows:
 - i) District Intern Cohorts prior to and including 2015: Fifteen (15) hours of instruction will equal one (1) semester unit of university credit.
 - ii) District Intern Cohorts after and including 2016: Fifteen (15) hours of instruction will equal one (1) semester unit of university credit.
- E) **EMPLOYER** should give District Interns assignments that provide the best opportunity for them to succeed with students. Classes such as combination classrooms, itinerant (multiple-site) teaching assignments, secondary teaching assignments with multiple preparations, whenever possible should NOT be given to District Interns. Site administrators should be cautious about assigning adjunct duties to District Interns.

5. FISCAL RESPONSIBILITIES

The **EMPLOYER** and **PROGRAM** agree to develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing the following activities:

- A) **EMPLOYER**: Provide same credential or subject area experienced teachers to work as On-Site Mentors, to provide support and assistance to the District Intern teacher for at least 2 hours per week. (SB 1209 requirement)
- B) **EMPLOYER**: Provide signed documentation for each **PROGRAM** District Intern:
 - i) CL-707a at the beginning of the program
 - ii) CL-709 upon successful completion of the program.
- C) **PROGRAM**: Provide personnel to process applications to CCTC for District Interns' credentials.
- D) **PROGRAM**: Submit applications to the CCTC for the appropriate certificates and credentials for District Interns and those ready for the Preliminary Credential.

6. METHOD OF PAYMENT FOR DISTRICT INTERN PROGRAM TUITION

EMPLOYER shall allow **PROGRAM** District Interns to pay tuition fees through direct payroll deductions.

7. NON RE-ELECTS

If the **EMPLOYER** finds that a District Intern performs below standards acceptable to the **EMPLOYER**, after appropriate support and advice have been exhausted and is removed from the paid District Intern position by the **EMPLOYER**, the **EMPLOYER** is to provide immediate written notification to the **PROGRAM**.

8. PROGRAM'S RESPONSIBILITIES TO DISTRICT INTERNS

- A) **PROGRAM** will ensure that each candidate in the **PROGRAM** participates in a Pre-Service Program for the number of hours required by CCTC and legislation (SB1209) to acquire knowledge and skills that will enable the candidate to create and maintain effective environments for student learning (Standard 2 of the CSTP). This assurance will be met for those District Interns hired on or before the September 30th Enrollment Deadline.
- B) **PROGRAM** will assure that all District Interns, with the exception of Early Completion Option candidates, complete a Pre-Service Program that will include 45 hours of English learner instruction and will receive their English Learner Authorization.
- C) **PROGRAM** will assure that Early Completion Option District Interns are provided supervision including in-classroom coaching specific to the needs of English learners by a qualified faculty member.
- D) **PROGRAM** will provide a professional development program that meets all of the credentialing requirements of the CCTC and the CSTP.
- E) **PROGRAM** will provide guidance, assistance, and feedback to each candidate to assure that the candidate adheres to the high standards of the teaching profession.
- F) **PROGRAM** will determine candidate competence through written verification by the assigned Field Supervisor and through conversations with the On-Site Mentor support provider and the Site Administrator.
- G) **PROGRAM** will select qualified persons to teach all professional development courses and to supervise candidates participating in the District Intern Program.

9. **PROGRAM** RECRUITMENT AND FISCAL RESPONSIBILITY TO THE **EMPLOYER**.

- A) **PROGRAM** will actively recruit District Interns at technology fairs, university and college recruitment fairs, and community organization diversity fairs.
- B) **PROGRAM** will organize and host information sessions at its campus locations periodically throughout the year.
- C) **PROGRAM** will paper screen and interview each candidate to determine that each individual presented to the **EMPLOYER** has personal qualities, academic preparation, and pre-professional experiences that suggest a strong potential for professional success and effectiveness as a teacher.
- D) **PROGRAM** will organize and host a Recruitment Fair in the spring or summer of each year that allows **EMPLOYER** Human Resource personnel to interview and fill the slots allocated for District Interns.
- E) **PROGRAM** will assist the **EMPLOYER** with filling positions in English, Mathematics, Social Science, Science, Physical Education, World Languages, Multiple Subject, and Education Specialist: Mild/Moderate, including those sites that are hard to staff.
- F) **PROGRAM** will assure that all candidates recommended for the District Intern Credential have met the Pre-Service requirements of SB 1209 effective January 1, 2007. All **PROGRAM** District Interns will have English Learner experience through the Pre-Service Program prior to becoming a District Intern and the English Learner Authorization will be included on the District Intern Credential.
- G) **PROGRAM** will organize and conduct classes that meet the credentialing requirements of the CCTC and the CSTP.

- H) **PROGRAM** will provide Field Supervisors for District Interns participating in the **PROGRAM**. **PROGRAM** should be contacted when a District Intern's Field Supervisor is not performing his/her responsibilities.
- I) **PROGRAM** will collaborate with **EMPLOYER** personnel to assure that the appropriate documents are submitted to CCTC for the certificates and credentials required by the CCTC.

10. INDEMNIFICATION

"**PROGRAM** shall hold harmless and indemnify **EMPLOYER**, its officers, agents, and employees from and against any and all claims and losses, demands, or liability accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with **PROGRAM** performance of this agreement. **PROGRAM** also agrees to hold harmless, indemnify, and defend **EMPLOYER** and its officers, agents, and employees from any claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to **PROGRAM** in connection with its performance of this agreement."

"**EMPLOYER** shall hold harmless and indemnify **PROGRAM**, its officers, agents, and employees from any and all claims and losses, demands, or liability accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with **EMPLOYER** performance of this agreement. **EMPLOYER** also agrees to hold harmless, indemnify, and defend **PROGRAM** and its officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to **EMPLOYER** in connection with its performance of this agreement."

"This agreement constitutes the entire understanding of the parties and any changes or modifications to this agreement shall only be effective if made in writing and signed by both parties."

ACCEPTED AND AGREED TO BY:

AUTHORIZED SIGNER:

Dr. Gay Todd, Superintendent

EMPLOYER:

Marysville Joint Unified School District

Date

AUTHORIZED SIGNER:

Margaret Fortune, President/CEO

PROGRAM:

Fortune School of Education

Date

CO-SPONSOR PAGE

Please include a separate cover page for each organization that is co-sponsoring the effort.

TO BE COMPLETED BY THE LEAD SPONSORING ORGANIZATION:

Name of Lead Sponsoring Organization: Fortune School of Education

Project Director/Contact Person: MARGARET FORTUNE, PRESIDENT/CEO

Telephone: 916.924.8633

Fax: 916.924.8664

Email: mfortune@fortuneschool.us

Signature of Project Director: _____

Date: _____

TO BE COMPLETED BY CO-SPONSORS:

Type of Organization:

COE _____ District X Charter _____ CDS Code (7 or 14 digits) 58 72736 0000000

IHE _____

Name of Co-Sponsoring Organization:

Name: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Mailing Address: 1919 B STREET

City / Zip: MARYSVILLE, CA 95901-3731

Phone: 530.749-6144

Fax: 530.741.7899

For co-sponsoring districts, please indicate the number of intern candidates that will be employed by your district in 2017-2018: _____

Co-Sponsor Authorized Participation Has Been Approved By:

Signature of Approving Official: _____

Printed Name of Approving Official: Dr. Gay Todd

Position/Title: Asst. Supt/Personnel Services

Date: September 29, 2017

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Please attach business card of approving official, if possible



DISTRICT INFORMATION SHEET

School District / NPS: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Website Address: WWW.MJUSD.COM

Please complete the information below and return it with the Memorandum of Understanding and Co-Sponsor Page

	NAME	TELEPHONE NUMBER	EMAIL ADDRESS
Human Resources Director	Ramiro G. Carreón	(530) 749-6144	rcarreon@mjUSD.com
Credential Analyst	Yvonne Sanchez, Admin. Asst.	(530) 749-6145	ysanchez@mjUSD.com
Director of Curriculum	Lennie Tate, Executive Dir., Educational Services	(530) 749-6902	ltate@mjUSD.com
Director of Special Ed	Toni Vernier, Executive Dir., Student Services	(530) 749-6182	tvernier@mjUSD.com
Business Services	Mike Hodson, Asst. Supt.	(530) 749-6115	mhodson@mjUSD.com
Beginning Teacher Support	Lisa Goodman, Director, Teacher Development/Support	(530) 740-6440	lgoodman@mjUSD.com
Payroll Technician	Denise Yartz, Accounting Specialist	(530) 749-6127	dyartz@mjUSD.com
Other			

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INTERNSHIP CONTRACT AGREEMENT

by and between

BRANDMAN UNIVERSITY

and

Marysville Joint Unified School District

- **Multiple Subject Internship Credential**
- **Single Subject Internship Credential**
- **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Brandman University Supervisor, from the Roseville Campus, and District Mentor who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code Section 44455). For renewals, please see Education Code Section 44456.

I. General Provisions

a. The UNIVERSITY agrees and verifies that:

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs
- ii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential.
- iii. Each Intern Teacher shall apply for the Internship Credential through the Teacher Accreditation Department at Brandman University, upon verification of employment from the School District.

b. The DISTRICT agrees and verifies that:

- i. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least one academic year, subject to the District's personnel policies and State law(s).

- ii. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at Brandman University.
- iii. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

II. Support and Supervision Requirements

Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

a. General Support and Supervision Provided to All Interns

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

- i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre and post observation discussions. Supervisors will maintain weekly contact

with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.

- iii. The DISTRICT shall select mentor teachers who meet the following qualifications:

- (1) valid corresponding Clear or Life credential,
- (2) three years successful teaching experience, and
- (3) the English Learner (EL) Authorization (if responsible for providing specified EL support).

If the mentor does not hold an EL Authorization, the district must identify an individual who does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.

- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix B for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.
- v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.
- vi. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- vii. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.
- viii. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.

b. Support and Supervision Specific to Teaching English Learners

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

- i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.
- ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix B for examples of support/supervision activities).
- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.
- iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

III. THE PARTIES MUTUALLY AGREE

- A. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- B. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury to or death of any person or on account of damages to property, including loss of use

thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.

The DISTRICT agrees to indemnify, hold harmless, and at the University's request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

- C. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- D. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- E. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK INFORMATION:	SITE	CONTACT	UNIVERSITY INFORMATION:	CONTACT
Marysville Joint Unified School District 1919 B Street Marysville, CA 95901 Attn: Ramiro Carreon, Asst. Superintendent Tel: (530) 749-6145			Brandman University 16355 Laguna Canyon Road Irvine, CA 92618 Attn: School of Education, Dean Fax: (800) 775-0128	

- F. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- G. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.

- H. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- I. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

Brandman University and the Marysville Joint Unified School District, agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on August 1, 2017, and continuing until July 31, 2019 (2-year maximum). This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

SIGNATURES:

DISTRICT

REPRESENTATIVES:

Signature: _____

Name: _____

Title: Superintendent

Date: _____

Signature: _____

Name: _____

Title: Human Resources

Date: _____

UNIVERSITY:

Signature: _____

Name: Phillip L. Doolittle

Title: Executive Vice Chancellor of Finance and
Administration and Chief Financial Officer

Date: _____

Signature: 

Name: Dr. Christine Zeppos

Title: Dean, School of Education

Date: _____

APPENDIX A

Preconditions Established for Internship Programs

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law or Commission policy.

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code §§44325, 44326, 44453.
- (2) **Subject Matter Requirement.** Each Multiple Subject intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) in which the Intern is authorized to teach, and each Single Subject intern admitted into the program has passed the Commission-approved subject matter examination(s) or completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).
- (3) **Pre-Service Requirement.**
 - (a) Each Multiple and Single Subject Internship program must include a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.
 - (b) Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.
- (4) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
 - (a) Provisions for an annual evaluation of the intern.
 - (b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
 - (c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
 - (d) Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.

- (5) **Supervision of Interns.**
- (a) In all internship programs, the participating institutions shall provide supervision of all interns.
- (b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.
- (6) **Assignment and Authorization.** To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.
- (7) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.
- (8) **Early Program Completion Option.** Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:
- (a) Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:
- Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
 - Techniques to address learning differences, including working with students with special needs
 - Techniques to address working with English learners to provide access to the curriculum
 - Reading instruction in accordance with state standards
 - Assessment of student progress based on the state content and performance standards
 - Classroom management techniques
 - Methods of teaching the subject fields
- (b) Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.
- (c) Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).

- (d) Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

- (9) **Length of Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).
- (10) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (11) **Justification of Internship Program.** When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.
- (12) **Bilingual Language Proficiency.** Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Crosscultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c).

APPENDIX B

Support and Supervision Activities

Potential Support & Supervision Activities to be Provided by the District
Demonstration Lessons and/or Co-teaching activities with mentor
Classroom Observations and Coaching*
Content Specific Coaching (for example: math coaches, reading coaches, EL coaches*)
Grade Level or Department Meetings related to curriculum, planning, and/or instruction
New Teacher Orientation
Coaching (not evaluation) from Administrator
Co-planning with Special Educator or EL expert to address included special needs students and/or English learners*
Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
Review/discuss test results with colleagues (CELDT and standardized tests)*
Activities/workshops specifically addressing issues in the intern's classroom—co-attended by intern and mentor(s)
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*
Support & Supervision Activities Provided through the University
Classroom Observations and Coaching*
Weekly Online Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) including EL support*
Weekly Contact with Supervisors via email, phone (voice, text), and/or video conferencing
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*

**May also be used towards the 45-hour EL Support & Supervision Requirement.*



ATTACHMENT A
RATES and CHARGES; SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
Marysville Joint Unified School District

A-1 Rates and Charges; Quantities

Service Components	Quantity New	MRC, per Unit
Customer Port Connection - 1 Gig / Basic / EYQFX	1	\$150.00
1000Mb CIR / Business Critical Medium - Basic Only / R6EZK	1	\$430.00

A-2. Site(s) and Service Configuration

Jurisdiction: By selecting "Interstate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute more than 10% of the total traffic on the Port. By selecting "Intrastate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute 10% or less of the total traffic on the Port.

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City	State	Jurisdiction
1	18008 Oregon Hill Rd	Challenge	CA	Intrastate

Table 2 - Service Components and Features associated with Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed	Class of Service	Add'l MAC Addresses
1	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	[Select]

[End of Document]

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**AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PROVIDED PURSUANT TO CUSTOM TERMS**

AT&T MA Reference No.: 201605058145UA
Pricing Schedule being amended (Contract ID No.): SDNADA12N
AT&T Amendment Ref. No. SDN1-6GNHYY2

Customer ("Customer")	AT&T ("AT&T")
Marysville Joint Unified School District	The applicable AT&T Service-Providing Affiliate(s)

This is an Amendment to the above referenced Pricing Schedule, last signed on May 09, 2016, and is effective on the date on which the last party signs this Amendment. The parties agree to modify the terms and conditions of the Pricing Schedule as specified herein. This Amendment is Customer's order for any new Services described herein.

1. **MINIMUM PAYMENT PERIOD.** The Minimum Payment Period for Service Components in this Amendment is 60 months.

2. Service Components ordered under this Amendment: See Attachment(s) A.

Except as modified herein, all rates, terms and conditions of the Pricing Schedule remain in full force and effect.

This Amendment is valid only if executed by both parties prior to expiration of the existing Pricing Schedule Term.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: <i>Michael R. Hodson</i>	Printed or Typed Name:
Title: <i>Assistant Superintendent of Business Services</i>	Title:
Date: <i>October 10, 2017</i>	Date: