

Includes Purchase Orders dated 07/01/2018 - 08/01/2018

Board Meeting Date August 14, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P19-00408	SCHOOL SPECIALTY	File Cabinets	01-4300-1100	1,363.95
P19-00483	READ NATURALLY	Read Naturally Live Licenses	01-5801-0003	550.00
P19-00490	NWN CORPORATION	HP M452dn Printer	01-4300-1100	490.25
Total Location				2,404.20
Location Accounting/Payroll (103)				
P19-00331	Peak-Ryzex Inc.	Maint. 2018-19 SY	01-5621-0000	1,821.87
P19-00440	LINDA COUNTY WATER DISTRICT	18-19 WATER SERVICE/LINDA COUNTY WATER	01-5530-0000	20,000.00
P19-00443	CALIFORNIA WATER SERVICE CO	18-19 WATER SERVICE/CALIFORNIA WATER	01-5530-0000	100,000.00
P19-00505	P G AND E	18-19 DISTRICT WIDE ELECTRIC	01-5520-0000	2,200,000.00
P19-00506	IMAGE ONE CORPORATION	RocketSCAN Annual Maintenance 2018-19 Renewal	01-5801-0000	2,861.00
P19-00508	AMERIGAS - GRIDLEY	18-19 HEATING FUEL	01-5510-0000	94,000.00
P19-00509	AT&T	18-19 DISTRICT PHONE SERVICE	01-5940-0000	245,000.00
P19-00510	Capital One Public Funding, LLC	ACCOUNTING/FY 18-19	01-7438-0240	37,982.82
Total Location				155,708.17
P19-00511	NORTH YUBA WATER DIST. RT.2	18-19 WATER SERVICE/NORTH YUBA WATER DIST. RT2	01-5530-0000	2,450.00
P19-00512	OLIVEHURST PUBLIC UTILITY DIST	18-19 WATER SERVICE/OLIVEHURST PUBLIC UTILITY	01-5530-0000	75,000.00
P19-00513	Utility Management Services City of MSVL Sanitary Sewer	18-19 SEWER SERVICES	01-5530-0000	24,000.00
P19-00514	VERIZON WIRELESS	18-19 DISTRICT PHONE SERVICE-CELL PHONE	01-5940-0000	32,000.00
P19-00601	PARAGON COLLEGIATE ACADEMY	18-19 Estimated In Lieu of Property taxes-Paragon	01-8096-0000	312,258.00
P19-00602	YUBA ENVIRONMENTAL SCIENCE CHA	18-19 Est. In Lieu of Prop. taxes-Yuba Env.	01-8096-0000	184,358.00
Total Location				3,487,439.86
Location After School Program (107)				
P19-00343	OFFICE DEPOT B S D	Open PO - Multiple Sites	01-4300-6010	5,000.00
Location Browns Valley Elementary (03)				
P19-00409	WALKER'S OFFICE SUPPLIES	Secretary Furniture	01-4410-1100	1,229.09
Location Business Services (106)				
P19-00348	FEDERAL EXPRESS CORP	FedEx for District 18-19 SY	01-5910-0000	850.00
P19-00386	Tahoe Pure	Bottled Water 18/19	01-4300-0000	300.00
P19-00441	THE OMNI GROUP (TPA)	403B & 457B 2019-2020	01-5801-0000	8,288.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Business Services (106) (continued)				
P19-00457	ComSites West LLC	Emergency Radio System License	01-5801-0004	4,824.00
P19-00462	HARTFORD FIRE INSURANCE CO	FLOOD INSURANCE 2018-2019 Arboga	01-5450-0000	9,313.00
P19-00570	THE BANK OF NEW YORK TRUST COMPANY, N.A.	Paying Agent Fee 2014 GO Bonds	25-5801-0000	750.00
P19-00572	THE BANK OF NEW YORK TRUST COMPANY, N.A.	2012 Refunding Certificates/Admin Fee	25-5801-0000	1,000.00
P19-00594	KEENAN & ASSOCIATES	Storage Tank Renewal 18-19	01-5450-0000	2,113.54
Total Location				27,438.54
Location Categorical (203)				
P19-00376	OFFICE DEPOT B S D	CATEGORICAL	01-4300-0003	1,750.00
			01-4300-3010	1,250.00
P19-00377	OFFICE DEPOT B S D	HOMELESS	01-4300-5630	500.00
P19-00536	WAL-MART COMMUNITY BRC	CATEGORICAL/HOMELESS	01-4300-5630	750.00
Total Location				4,250.00
Location Charter Academy For Fine Arts (42)				
P18-04418	Herff Jones of Northern CA	Supplies-Graduation	09-9510-0000	602.80
P19-00365	Cardea Services	Positive Prevention Supplies - Mathews	09-4100-0000	1,783.96
P19-00366	B & H PHOTO	Art Supplies - Weisgerber	09-4300-1100	424.95
P19-00368	DICK BLICK COMPANY	Supplies - Art	09-4300-0000	2,635.52
P19-00369	AMAZON.COM	Supplies	09-4300-0000	584.89
P19-00380	HOUGHTON MIFFLIN/MCDUGAL	Supplies - Math	09-4300-0000	1,446.22
P19-00405	CDW-G COMPUTER CENTER	Teacher Laptops (McBride, deVlaming, Coulter)	09-4410-1100	2,972.54
P19-00406	APPLE COMPUTER INC	MacBook Pro	09-4410-1100	2,060.67
P19-00407	APPLE COMPUTER INC	MacBook Pro / Barrera	09-4410-1100	2,060.67
P19-00423	RYDIN DECAL	Parking Passes	09-4300-0000	241.91
P19-00424	Pearson Education	Textbooks - Math	09-4100-0000	1,122.22
P19-00425	THE TREE HOUSE	Toner	09-4300-1100	5,385.87
P19-00426	CDW-G COMPUTER CENTER	Toner	09-4300-1100	79.44
P19-00427	CENGAGE LEARNING	Textbooks - math	09-4100-0004	14,615.21
P19-00428	SCHOOL SPECIALTY	Storage Cabinet	09-4410-0000	618.70
P19-00429	Complete Book and Media Supply	Classroom Novels	09-4300-1100	2,264.06
P19-00525	Complete Book and Media Supply	Classroom Novels	09-4300-1100	358.20

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42) (continued)				
P19-00526	PETE'S MUSIC & ACCORDIAN CENTER	Supplies - Strings	09-4300-1100	350.00
P19-00540	UNION LUMBER COMPANY	Supplies	09-4300-0000	500.00
P19-00567	Pearson Education	Textbooks - History	09-4100-0000	4,689.12
Total Location				44,796.95
Location Child Development (51)				
P18-04417	Juliana Roura Ganitoen	Workshops	12-9510-6105	700.00
P19-00494	KAPLAN SCHOOL SUPPLY	Classroom Carpet OLV Pre Rm B Maria	12-4300-6105	542.24
P19-00552	The Shopper	Preschool Enrollment Ad	12-5890-6105	395.00
P19-00553	AMAZON.COM	Olivehurst Pre Supplies Rm B Maria Jacobo	12-4300-6105	65.56
P19-00556	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	Olivehurst PRE Supplies RM B Maria Jacobo	12-4300-6105	1,701.05
P19-00557	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	Kynoch Pre Supplies Carmen Mota	12-4300-6105	1,731.78
Total Location				5,135.63
Location Community Day School (54)				
P19-00609	WAL-MART COMMUNITY BRC	MCDS	01-4300-1100	2,000.00
Location Cordua Elementary (07)				
P19-00417	HALLWOOD IRRIGATION DISTRICT	Oper/Water/COR/18-19 SY	01-5530-0000	75.00
P19-00582	CDW-G COMPUTER CENTER	Projectors	01-4410-1100	4,293.58
Total Location				4,368.58
Location Covillaud Elementary (09)				
P19-00391	Waterford Research Institute	COV - Waterford Computer Lab	01-5801-0003	5,990.58
P19-00392	JUNIOR LIBRARY GUILD	COV Library books	01-4200-0003	668.34
Total Location				6,658.92
Location Custodial Supervisor (206)				
P19-00496	ULINE.COM	Arboga Tilt Truck Wheels	01-4320-0000	348.35
Location Edgewater Elementary (12)				
P18-04423	SUTTER BUTTES COMMUNICATIONS	EDG Radios	01-5641-1100	475.86
P19-00371	AMAZON.COM	Professional Dev. Books	01-4200-3010	765.76
P19-00396	Waterford Research Institute	Waterford License	01-5801-3010	6,000.00
Total Location				7,241.62

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Ella Elementary (13)				
P19-00400	BAD WOLF PRESS	Play digital download	01-4300-0003	45.00
P19-00458	HOME DEPOT	Classroom / Heap	01-4300-1100	150.00
Total Location				195.00
Location Foothill Intermediate (35)				
P19-00404	SCHOOL SPECIALTY	Tables and Chairs	01-4300-1100	1,683.31
Location Grounds (65)				
P18-04405	UNITED RENTALS	Grounds Equip Rental / Olivehurst	01-5630-0000	222.56
P19-00476	Sierra Pacific Turf Supply	GROUNDS/2018-19	01-4300-0000	15,000.00
P19-00480	UNION LUMBER COMPANY	GROUNDS/2018-2019	01-4300-0000	4,000.00
P19-00481	UNITED RENTALS	Grounds/2018-2019	01-5630-0000	1,500.00
P19-00516	BARROW'S LANDSCAPING	Landscaping/Yuba Feather Kindergarten Area	01-6170-8150	20,553.00
P19-00521	VALLEY TRUCK & TRACTOR CO	GROUNDS/2018-2019/SUPPLIES	01-4300-0000	4,000.00
P19-00523	VALLEY TRUCK & TRACTOR CO	GROUNDS/2018-2019/REPAIRS	01-5641-0000	2,500.00
Total Location				47,775.56
Location Instruction (IMC) (110)				
P19-00338	SUPERIOR TEXT	9-12 McDougal Littell Biology CDS	01-4100-0004	1,256.78
P19-00373	Theresa L. Lieberman	Terri Lieberman 2 day PD	01-5801-4035	4,600.00
P19-00413	NATIONAL SCIENCE TEACHERS ASSOCIATION	NGSS Books for August training	01-4300-0000	3,365.72
P19-00491	Fred Johnson	Books for Aug PD	01-4300-0004	3,954.28
P19-00499	Pearson Education	1 day iLit training	01-5801-4035	1,900.00
P19-00520	OFFICE DEPOT B S D	Office Supplies	01-4300-0000	335.63
P19-00539	Houghton Mifflin Harcourt	GoMath training for new teachers	01-5801-4035	2,950.00
P19-00573	SUPERIOR TEXT	9-12 McDougal Littell Biology TE CDS	01-4100-0004	179.59
P19-00584	Margarita Calderon & Assoc.	August training for Teachers	01-5801-4203	11,000.00
Total Location				29,542.00
Location Kynoch Elementary (17)				
P19-00342	OFFICE DEPOT B S D	Classroom Supplies	01-4300-1100	2,000.00
P19-00378	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0003	5,000.00
P19-00492	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Carpet	01-4410-0003	518.52

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Kynoch Elementary (17) (continued)				
P19-00500	Dahni Shaw	Graphic Design Service	01-5801-1100	230.00
P19-00502	OFFICE DEPOT B S D	Computer Speakers	01-4300-1100	19.47
P19-00503	ADVANCED DOCUMENT CONCEPTS	Kynoch Copier Rental/Maint 18-19 SY	01-5621-0003	1,000.00
			01-5630-0003	1,190.75
P19-00529	OFFICE DEPOT B S D	Binders	01-4300-1100	129.47
			Total Location	10,088.21
Location Linda Elementary (19)				
P19-00393	GREENFIELD LEARNING, INC	MULTIMEDIA SYSTEMS FOR TRAIN, Lexia 1 year renewal for 2018-2019 school year	01-5801-0003	9,900.00
P19-00394	SPELLING CITY	Spelling City 1 year renewal	01-5801-0003	1,609.05
P19-00395	STUDIES WEEKLY, INC	4th grade magazine	01-4300-0003	803.25
			Total Location	12,312.30
Location Lindhurst High (43)				
P18-04420	Herff Jones of Northern CA	Graduation Gowns	01-9510-0000	4,289.25
P19-00372	OFFICE DEPOT B S D	Classroom Supplies Open PO	01-4300-0003	6,000.00
P19-00375	AMAZON.COM	Bookshelf	01-4300-0000	145.89
P19-00381	AMAZON.COM	Classroom Supplies/Priddy	01-4300-0003	28.04
P19-00383	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh	01-4300-0004	822.49
P19-00385	AMAZON.COM	Classroom Supplies/Foster	01-4300-0003	123.22
P19-00397	AMAZON.COM	Staff Mailbox	01-4410-0000	1,266.50
P19-00398	Scholastic, Inc. Magazines	Scholastic Magazine	01-4300-0003	258.60
P19-00399	DEMCO	Library Supplies	01-4300-0003	65.92
P19-00497	THE MARKERBOARD PEOPLE	Classroom Supplies/Fritzing	01-4300-0003	643.01
P19-00498	OFFICE DEPOT B S D	Teacher Chairs	01-4300-0000	907.68
P19-00530	AMAZON.COM	Classroom Supplies/Arroyo	01-4300-0003	15.52
P19-00537	CASH & CARRY	Culinary Supplies	01-4300-0003	4,000.00
			01-4300-0004	4,000.00
P19-00538	WAL-MART COMMUNITY BRC	Culinary Supplies	01-4300-0004	2,000.00
P19-00543	AMAZON.COM	Library Books	01-4300-0003	477.74
P19-00544	CIF SAC-JOAQUIN SECTION	CIF STATE Dues	01-5310-0000	857.22
P19-00545	CIF SAC-JOAQUIN SECTION	CIF Sac Joaquin Section Dues	01-5310-0000	1,139.62

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P19-00548	SCHOOL SPECIALTY	Counseling office tables	01-4300-0004	1,382.98
P19-00554	ArmorZone Athletic, LLC	Supplies/Football	01-5641-0000	469.02
P19-00555	Complete Book and Media Supply	Library Books	01-4300-0003	1,105.89
P19-00568	AMAZON.COM	Classroom Supplies/Fritzinger	01-4300-0003	2,286.95
P19-00574	ADA BADMINTON & TENNIS	Classroom Supplies/Ehrke	01-4300-0000	747.70
P19-00580	TROXELL COMMUNICATIONS INC	TV Wall Mount	01-4300-0003	102.84
P19-00581	AMAZON.COM	Swivel C Series Ipad Holder	01-4410-0003	649.49
P19-00585	WALKER'S OFFICE SUPPLIES	Counseling Conference Furniture	01-4300-0004	1,783.96
			01-4410-0004	1,366.63
P19-00586	Miles Treaster & Associates	Counseling office chairs	01-4300-0004	2,956.87
P19-00587	Senor Woolly LLC	Classroom Supplies/Lamas	01-4300-0003	487.13
P19-00588	Teacher Synergy, Inc. Purchase Order Dept.	Classroom Supplies - Oliver	01-5801-0003	502.02
P19-00593	GERLINGER STEEL	Classroom Supplies/Ag	01-4300-0004	2,300.00
P19-00595	WALKER'S OFFICE SUPPLIES	Filing Cabinet	01-4300-0000	377.79
P19-00596	AMAZON.COM	Classroom Supplies/Foster	01-4300-0003	82.02
P19-00597	HOME DEPOT	Dry Erase Boards/Science	01-4300-3010	544.01
P19-00598	Sysco Sacramento, Inc.	Culinary Supplies	01-4300-0003	1,400.00
P19-00599	UNION LUMBER COMPANY	Classroom Supplies/Ag	01-4300-7010	100.00
Total Location				45,686.00
Location Maintenance (63)				
P18-04404	MIKE'S CRANE SERVICE	Maintenance/Olivehurst	01-5801-8150	350.00
P18-04406	MESCHER DOOR COMPANY	Maintenance/MHS	01-5801-8150	392.95
P18-04410	Carrier Corporation	Maintenance - Yuba Gardens	01-9510-8150	685.00
P18-04411	John Burger Heating & Air Conditioning, Inc.	Maintenance - District Office IT Room	01-9510-8150	150.00
P18-04412	FEATHER RIVER AIR QUALITY	Maintenance - Fees	01-5890-8150	328.00
P18-04413	FLETCHERS PLUMBING & CONTRACTING INC.	Maintenance - LHS	01-9510-8150	198.00
P18-04414	John Burger Heating & Air Conditioning, Inc.	Maintenance - Transportation Office	01-9510-8150	75.00
P18-04415	SIEMENS BUILDING TECHNOLOGIES	Maintenance- HVAC MHS	01-9510-8150	863.00
P18-04421	CUSTOM PUMP & POWER, INC.	Maintenance / YGS	01-9510-8150	315.00
P18-04422	LENNOX INDUSTRIES, INC.	Maintenance/Yuba Gardens	01-9510-8150	292.97

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P19-00355	Tahoe Pure	Bottled Water DOB/LRE/FHS/COR 18-19	01-4300-8150	9,000.00
P19-00357	Carrier Corporation	Maintenance- MHS BacNet Cards	01-5642-8150	10,054.00
P19-00387	KYA Services, LLC	Maintenance/Covillaud Staff Lounge	01-5642-8150	3,485.20
P19-00420	Carpet II Inc. DBA Premier Floors	Maint. - MCAA Carpet Tile	01-5642-8150	13,642.80
P19-00421	Kiz Construction	Maint./LHS Counseling Office	01-6210-0004	19,300.00
P19-00460	VERIZON WIRELESS	iPhone 8 Greg Taylor New Line	01-4410-0230	307.74
P19-00515	AMERICAN EAGLE ENTERPRISES	Bleacher Inspections & Repairs	01-5801-8150	10,750.00
P19-00517	BROWNSVILLE SAND & GRAVEL INC	Loma Rica Asphalt Project	01-6170-8150	20,000.00
P19-00524	Otis Elevator Company	Maintenance/Ella Elevator	01-5801-8150	1,782.00
P19-00571	PORTABLE FACILITIES LEASING	Maintenance/LHS	01-4300-8150	3,570.73
P19-00575	Carrier Corporation	Maintenance - MHS	01-5642-8150	410.00
P19-00578	LENNOX INDUSTRIES, INC.	Maintenance/Yuba Gardens	01-4300-8150	186.62
P19-00579	FEATHER RIVER AIR QUALITY	Maintenance - Permit fee	01-5890-8150	225.50
Total Location				96,364.51
Location Marysville High (45)				
P18-04408	MYERS-STEVENSON & CO INC	College Information Day - Yuba College	01-5890-0004	47.25
P18-04419	CENTER FOR LAND-BASED LEARNING MARY KIMBALL, STATE DIIFARMS Leadership Program		01-9510-7010	250.00
P19-00374	AMAZON.COM	Books	01-4300-3010	524.80
P19-00390	Stoneware, Inc.	LanSchool Software	01-5801-3010	2,396.00
P19-00401	SCHOOL CONNECT, LLC	School-Connect	01-4200-3010	5,656.84
P19-00410	Custom Ink	Link Crew T-Shirts	01-4300-0004	746.43
P19-00411	AMAZON.COM	PD Book	01-4300-3010	958.01
P19-00412	TURNITIN, LLC	Turnitin Software	01-5801-3010	5,377.93
P19-00422	AMAZON.COM	Science Supplies	01-4300-3010	161.93
P19-00433	Home Campus	Home Campus Software	01-5801-0004	895.00
P19-00436	CASH & CARRY	Retreat Groceries	01-4300-0000	500.00
P19-00437	WAL-MART COMMUNITY BRC	Retreat Supplies/Refreshments	01-4300-0000	700.00
P19-00438	SCHOOL SAVERS	Calculators	01-4300-3010	1,039.64
P19-00439	OFFICE DEPOT B S D	Admin/Counseling Office Supplies	01-4300-0000	4,000.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P19-00493	AMAZON.COM	Cameras for yearbook	01-4300-9010	1,419.16
			01-4410-9010	863.82
P19-00501	AMAZON.COM	Composition Books	01-4300-3010	129.84
P19-00527	MPS Attn: High School Order Entry	English Textbooks	01-4100-0004	3,752.75
P19-00528	McGraw-Hill School Education	AP American History Textbooks	01-4100-0004	1,673.33
P19-00549	AMAZON.COM	Precalculus Textbooks	01-4100-0004	154.99
		Total Location		31,247.72
Location McKenney Intermediate (37)				
P19-00591	TROXELL COMMUNICATIONS INC	Elmos	01-4410-3010	2,433.46
Location Nutrition Services (73)				
P18-04416	STATE OF CALIFORNIA FOOD DIST	17/18 Commodity Proc Admin Fees Inv #18 SF-D2101	13-4712-5310	511.05
P19-00330	NATIONAL FOOD GROUP	Direct Order for Warehouse Inventory	13-9325-5310	8,340.20
P19-00332	THE FIRE GUYS LLC	Ansul Service	13-5583-5310	2,300.00
P19-00333	GOLDEN BEAR ALARMS	Alarm Monitoring Service	13-5581-5310	984.00
P19-00367	NWN CORPORATION	Toner	13-4300-5310	669.53
P19-00445	Bay State Milling	Direct Order for Warehouse Inventory	13-9325-5310	1,925.00
P19-00446	Dos Rojos Food Company	Direct Order for Warehouse Inventory	13-9325-5310	5,542.20
P19-00447	BUENA VISTA FOOD PRODUCTS	Direct Order for Warehouse Inventory	13-9325-5310	11,875.00
P19-00448	GOODMAN FOODS	Direct Order for Warehouse Inventory	13-9325-5310	9,357.48
P19-00449	Fat Cat Scones	Direct Order for Warehouse Inventory	13-9325-5310	5,068.00
P19-00450	LAND O'LAKES, INC	Direct Order for Warehouse Inventory	13-9325-5310	5,738.32
P19-00451	S.A. PIAZZA & ASSOCIATES, LLC	Direct Order for Warehouse Inventory	13-9325-5310	3,403.20
P19-00452	SCHWAN'S FOOD SERVICE	Direct Order for Warehouse Inventory	13-9325-5310	11,376.40
P19-00453	J M SMUCKERS	Direct Order for Warehouse Inventory	13-9325-5310	6,396.00
P19-00454	WAWONA FROZEN FOODS	Direct Order for Warehouse Inventory	13-9325-5310	2,414.20
P19-00455	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	SNP Allocation del 8/1-9/28 (not 9/3)	13-4716-5310	1,196.00
			13-9325-5310	1,697.80
P19-00456	Bell Tasty Foods Inc.	Direct Order for Warehouse Inventory	13-9325-5310	6,144.00
P19-00467	PILGRIM'S PRIDE CORPORATION	Direct Order for Warehouse Inventory	13-9325-5310	9,085.44

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Includes Purchase Orders dated 07/01/2018 - 08/01/2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P19-00468	Rich Chicks, LLC	Direct Order for Warehouse Inventory	13-9325-5310	12,547.20
P19-00469	TYSON FOODS	Direct Order for Warehouse Inventory	13-9325-5310	9,047.47
P19-00470	IDENTIMETRICS, INC.	Annual Licensing & Support for 18/19 School Year	13-5801-5310	6,986.00
P19-00471	COMMERCIAL APPLIANCE	Hot Equipment PM Project	13-5641-5310	10,075.00
P19-00472	PortionPac Chemical Corp.	Food Safety & Sanitation Program 18/19 SY	13-5801-5310	51,816.00
P19-00473	RSI - Refrigeration Solutions	Warehouse Refrigeration Maintenance	13-5641-5310	6,000.00
P19-00474	YUBA COUNTY ENVIRONMENTAL HEALTH DIVISION	Yuba County Kitchen Health Permits 18/19 SY	13-5890-5310	8,725.92
P19-00533	EMS LINQ Inc.	Marketing Supplies	13-4300-5380	2,580.17
P19-00534	EMS LINQ Inc.	iSITE - SN Renewal	13-5801-5310	695.00
P19-00535	CDW-G COMPUTER CENTER	Nutrikids Server	13-5801-5310	1,451.70
P19-00562	The Hillshire Brands Co.	Direct Order for Warehouse	13-9325-5310	7,541.07
P19-00563	ULINE.COM	SFSP Grant/Quote #16055576	13-4300-5380	443.16
P19-00564	OFFICE DEPOT B S D	Open PO for 18/19 School Year	13-4300-5310	6,000.00
P19-00569	BERNARD FOOD INDUSTRIES	Direct Order for Warehouse Inventory	13-9325-5310	403.80
P19-00603	BIG TRAY	Cambro Serving Counters	13-4300-5380	2,609.91
P19-00604	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-4410-5380	13,666.56
P19-00605	Thermoworks, Inc.	Dish Temp for Hi-Temp Sanitizing Sites	13-9325-5310	816.87
P19-00606	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9326-5310	6,997.29
P19-00607	LA UNICA	Dept. Training Tables & Chairs	13-4300-5310	169.04
P19-00608	PIAZZ PARTY RENTAL	Dept. Training Tables & Chairs	13-9325-5310	585.75
P19-00610	W.V. ALTON, INC.	Cold Storage Equipment Preventative Maintenance	13-4300-5310	899.83
Total Location				227.50
Total Location				11,041.25
Total Location				255,350.31
Location Olivehurst Elementary (25)				
P19-00382	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	CLASSROOM SUPPLIES	01-4300-0003	303.67
P19-00488	SCHOOL SPECIALTY	Tables, cabinets, and bookcases	01-4300-0004	3,206.71
Total Location				3,510.38
Location Personnel (113)				
P19-00518	OFFICE DEPOT B S D	Personnel Office Supplies	01-4300-0000	2,000.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Personnel (113) (continued)				
P19-00519	STATE DEPT OF JUSTICE ACCOUNTING SERVICES	Fingerprinting Services 2018/19	01-5810-0000	18,000.00
P19-00522	CAPITAL LIVE SCAN	Fingerprinting Services	01-5810-0000	9,000.00
Total Location				29,000.00
Location Print Shop (67)				
P18-04407	California Surveying and Drafting Supply, Inc.	Print Shop Supplies	01-9510-0000	346.24
P19-00335	Tahoe Pure	Print Shop 18-19 SY	01-4300-0000	200.00
P19-00336	ADVANCED DOCUMENT CONCEPTS	Print Shop - Supplies 18-19 SY	01-4300-0000	2,000.00
P19-00337	OFFICE DEPOT B S D	Print Shop Supplies 18-19 SY	01-4300-0000	2,500.00
P19-00583	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Portable AC Supplies	01-4300-0000	100.00
Total Location				5,146.24
Location Pupil Services (202)				
P19-00339	WAL-MART COMMUNITY BRC	Mental Health Clinicians Supplies	01-4300-6512	2,500.00
P19-00340	WAL-MART COMMUNITY BRC	ED Classroom Supplies	01-4300-6512	2,500.00
P19-00341	WAL-MART COMMUNITY BRC	Pupil Services Supplies	01-4300-0000	500.00
P19-00360	OFFICE DEPOT B S D	Student Services/Speech	01-4300-6500	2,000.00
P19-00402	Pearson Clinical Order Dept.	student test materials for psych	01-4300-0000	526.93
P19-00403	DI Pietro & Associates, Inc.	CPR and AED Training supplies	01-4300-0000	2,268.20
P19-00475	WESTERN PSYCHOLOGICAL CORP	Protocol Test Kits	01-4300-0000	703.59
P19-00477	VERIZON WIRELESS	iPhone 8 Kacy Grimes New Line	01-4410-0000	307.74
P19-00478	VERIZON WIRELESS	iPhone 8 Gabriel Corra New Line	01-4410-0000	307.74
P19-00479	VERIZON WIRELESS	iPhone 8 Amethyst Steinmann New Line	01-4410-0000	307.74
P19-00504	SAN JOAQUIN COUNTY OFFICE ED	SEIS and AERIES Services Maint. 18/19	01-5801-6500	1,950.00
P19-00547	SUTTER BUTTES COMMUNICATIONS	2-way radios	01-4300-0000	1,583.44
Total Location				15,455.38
Location Purchasing (104)				
P19-00346	APPEAL DEMOCRAT ATTN LEGAL DEPT.	Purch Legal Ads 18-19 SY	01-5890-0000	2,500.00
P19-00347	UNITED PARCEL SERVICE (UPS)	UPS Postage/DO/18-19 SY	01-5910-0000	700.00
P19-00349	POSTMASTER	ANNUAL PERMITS D/O 18-19 S.Y.	01-5910-0000	450.00
P19-00350	PITNEY BOWES INC ATTN: GOV'T PURCHASE ORDERS	Postage Meter Rental/Software 18-19	01-5630-0000	649.50
			01-5801-0000	504.00

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Includes Purchase Orders dated 07/01/2018 - 08/01/2018				Board Meeting Date August 14, 2018	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Purchasing (104) (continued)					
P19-00351	PITNEY BOWES INC	Annual Service 18-19 SY	01-5621-0000	2,171.50	
P19-00352	POSTMASTER	BULK MAIL FEE D/O 18-19 SY	01-5910-0000	25,600.00	
P19-00353	Pitney Bowes Reserve Account	District - Postage 2018-19 SY	01-5910-0000	35,000.00	
P19-00354	SAM'S CLUB DIRECT 0402414555714	Sam's Direct Fee	01-5890-0000	95.00	
P19-00356	Sac Ice	Ice Machine Service	01-5801-0000	1,025.00	
P19-00414	KONE Inc.	LHS Elevator Service	01-5621-8150	4,109.88	
P19-00415	KONE Inc.	MHS Elevator Service	01-5621-8150	2,112.96	
P19-00416	KONE Inc.	Elia Elevator Service	01-5621-8150	3,240.00	
P19-00418	BROWNS VALLEY IRRIGATION	Oper/Water/BVS/FHS/LRE 18-19 SY	01-5530-0000	2,300.00	
Total Location				80,457.84	
Location Student Discipline/Attendance (109)					
P19-00463	OFFICE DEPOT B S D	SARB/ER	01-4300-0000	600.00	
Location Superintendent (101)					
P19-00465	BETTY'S RESTAURANT	Management Team Lunch	01-4300-0000	707.85	
Location Technology (102)					
P19-00379	Tahoe Pure	Bottled Water Service 18-19	01-4300-0000	500.00	
P19-00434	AMAZON.COM	Adapter for projector. (Board Room)	01-4300-0000	14.06	
P19-00435	AMAZON.COM	Charger for Fred (Bar Code Reader)	01-4300-0000	8.32	
P19-00442	THE TREE HOUSE	Toner	01-4300-0000	360.36	
P19-00444	VERIZON WIRELESS	Screen Protector for Raul	01-4300-0000	40.58	
P19-00466	EdClub, Inc.	Typing Club License Renewal	01-5801-0000	15,840.00	
P19-00507	AMS.NET	Marysville High IP Speakers	01-4410-0000	587.73	
P19-00550	CDW-G COMPUTER CENTER	Aruba Items	01-4410-0000	11,306.36	
P19-00558	OFFICE DEPOT B S D	Technology Office Depot PO (18-19)	01-4300-0000	5,250.00	
P19-00589	West Interactive Services Corp	SchoolMessenger	01-5801-0000	12,602.50	
P19-00590	GAGGLE	Gaggle July 1 2018 - June 30 2019	01-5801-0000	7,780.00	
P19-00592	AMAZON.COM	Bar Code Scanner for Fred	01-4300-0000	54.11	
P19-00600	APPLE COMPUTER INC	(AIR PODS) Blue Tooth Speaker and Mic	01-4300-0000	172.12	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
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Total Location 54,516.14

Location Transportation (69)				
P19-00243	DPF Filters, Inc	Transportation-Repairs	01-5641-0230	2,165.00
P19-00328	GRAFIX SHOPPE	Transportation - Decals	01-4300-0230	171.55
P19-00329	AMAZON.COM	3M Safety walk	01-4300-0230	286.87
P19-00384	SUTTER BUTTES COMMUNICATIONS	TRANSPORTATION/Radio installation	01-4410-0230	510.00
P19-00388	Mack's Auto Body	TRANSPORTATION/REPAIRS	01-5641-0230	462.68
P19-00459	MID VALLEY SOUND	Bus Radio for #72	01-5641-0230	330.92
P19-00495	SCHOOL SPECIALTY	Office Chair & file cabinet new director	01-4300-0230	348.02
			01-4410-0230	1,007.81
P19-00531	VALLEY POWER SYSTEMS, INC.	Repairs for Bus #59	01-5641-0230	23,336.51
P19-00532	BUSWEST	TRANSPORTATION/Child check system	01-5801-0230	48,100.00
P19-00551	AMAZON.COM	OtterBox for Iphone 8	01-4300-0230	21.11
P19-00560	Valley Fuel Injection & Turbo	TRANSPORTATION/REPAIRS	01-5641-0230	5,000.00
P19-00561	DENNIS SCHMALL TOOLS	TRANSPORTATION/Parts	01-4364-0230	1,000.00
P19-00576	AMAZON.COM	Bus wash	01-4300-0230	90.69
P19-00577	WALKER'S OFFICE SUPPLIES	Desk and Bookcase New Director	01-4300-0230	215.42
			01-4410-0230	1,012.44
			Total Location	84,059.02

Location Warehouse (71)				
P19-00334	ERNEST PACKAGING SOLUTIONS	Warehouse Stock 2018-19 S.Y.	01-9320-0000	859.54
P19-00344	Tahoe Pure	WHS / BOTTLED WATER 18-19	01-4300-0000	200.00
P19-00345	HOLT OF CALIFORNIA	WHS Forklift Service - General Stores 18-19 SY	01-5621-0000	1,000.00
P19-00361	THE TREE HOUSE	WHS Stock 18-19 SY	01-9320-0000	2,278.66
P19-00362	SEHI COMPUTER PRODUCTS, INC.	WHS Stock 18-19 SY	01-9320-0000	1,100.12
P19-00363	J.E. FOSS CO., INC.	WHS Stock 18-19 SY	01-9320-0000	995.90
P19-00364	RAYVERN LIGHTING SUPPLY	WHS Stock 18-19 SY	01-9320-0000	45.40
P19-00419	MOHINDER SPORT INC	Warehouse Stock 18-19 S.Y.	01-9320-0000	5,473.55
P19-00430	HOME DEPOT	Warehouse Stock 2018-19 S.Y.	01-9320-0000	364.80
P19-00431	SHADD JANITORIAL SUPPLY	Warehouse Stock 2018-19 S.Y.	01-9320-0000	312.96
P19-00432	HILLYARD - SACRAMENTO	Warehouse Stock 2018-19 S.Y.	01-9320-0000	3,347.97

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Warehouse (71) (continued)					
P19-00482	HUST BROTHERS INC	SUPPLIES	01-4300-0000	157.77	
P19-00541	HILLYARD - SACRAMENTO	Warehouse Stock 2018-19 S.Y.	01-9320-0000	3,347.97	
P19-00542	RISO PRODUCTS OF SACRAMENTO	Warehouse Stock 2018-19 S.Y.	01-9320-0000	1,170.18	
Total Location				20,654.82	
Location Yuba Gardens Intermediate (39)					
P19-00546	CDW-G COMPUTER CENTER	Barcode Scanners	01-4300-1100	4,938.37	
Total Number of POs			289	Total	4,430,036.16

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	6	1,816.62
13	Cafeteria	1	511.05
Total Fiscal Year 2018			2,327.67
01	Gen Fund	216	4,121,186.65
09	Chrttr Schs	20	44,796.95
12	Child Dev	6	5,135.63
13	Cafeteria	38	254,839.26
25	Cap Fac	2	1,750.00
Total Fiscal Year 2019			4,427,708.49
Total			4,430,036.16

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P19-00227	17,664.60	01-5801	Gen Fund/Contracts	894.60
P19-00241	1,000.00	01-5641	Gen Fund/Equip Repa	500.00
P19-00273	450.00	01-4300	Gen Fund/Mat&Suppli	100.00
P19-00306	4,929.84	01-4300	Gen Fund/Mat&Suppli	697.63-
P19-00322	97.51	09-4300	Chrttr Schs/Mat&Suppli	36.61
Total PO Changes				833.58

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Schoolwide Title I Planning and Implementation Needs Assessment Marysville Community Day School

The Marysville Community Day School (CDS) was created to serve students in grades seven through twelve. CDS was built on the belief that all students can learn when given the appropriate environment, education expertise, and opportunity. Each student, regardless of ability, socio-economic status, or cultural background should develop a sense of self-worth, accountability, and responsibility, as well as the desire to successfully return to their comprehensive schools and perform as responsible citizens within their community.

CDS provides a structured learning environment for students who are having difficulty with behavior, attendance, and/or grades in a smaller more flexible academic program. CDS provides interim educational opportunities for students who have been expelled, are at high risk, or have been referred by probation and/or the School Attendance Review Board (SARB). Smaller classes, academic counseling, enhanced study skill development, and organization skills training are the cornerstones of CDS.

Students who do not earn an 8th grade certificate of promotion are enrolled in CDS. The program provides accelerated grade-level instruction preparing students to transition back to their comprehensive school site with the necessary skills to be successful in that setting. During the 2016-17 school year, 56 of the 75 students transitioned back to their comprehensive sites with at least 30 credits. During the 2017-18 school year, 63 of 84 students transitioned to the comprehensive site with at least 30 credits.

The school's success has been credited to a variety of intervention strategies. A twenty-to-one student-to-teacher ratio with a para educator in each class allows for more direct academic attention. Students conference with their teacher twice each day creating greater accountability and building stronger relationships. The principal knows each student and visits every classroom daily reinforcing the expectation of accountability. Academic deficiencies are identified early with interventions starting immediately. To ensure student success and focus, cell phones are banned from the campus. Parents are contacted on all aspects of the school including academics, discipline, and attendance. Counseling is part of the school program including Boy's Group and Girl's Circle. And equally as important, CDS provides a place where students feel safe and cared for so they can succeed.

The CDS staff has been working in collaborative teams that are the building blocks of their Professional Learning Community (PLC). This process has had a pervasive and ongoing impact on the structure and culture of the school. Regular collaboration time has been embedded into teachers' professional calendars to ensure all students learn.

CDS staff are working together to clarify what each student must learn, monitor each student's learning on a timely basis, provide systematic interventions that ensure students receive additional time and support for learning when they struggle, and extend and enrich learning when students have already mastered the intended outcomes.

Title I

CDS has been operating a targeted assistance Title I, Part A program since its inception in 2015-16. With 84% of the students qualifying for free and/or reduced lunch and virtually all students performing below grade level upon entry, the school would benefit from a schoolwide Title I program to bring effective school reform and upgrade the entire education program. Students' needs are widespread throughout the school population rather than concentrated among a select group. A schoolwide Title I program would allow federal, state, and local resources to be used collaboratively to ensure all students have the opportunity to meet the state's challenging standards and earn a well-rounded education. Adopting a schoolwide strategy will result in an ongoing, comprehensive plan for school improvement that is owned by the entire school community and tailored to its unique needs.

Title I resources provide complimentary learning aids and interventions for educationally disadvantaged students. Annual school goals are established based on identified student learning needs and executed through a plan that has been developed in conjunction with stakeholders and approved by the Site Council. Teaching and learning needs are continually redefined and restructured based on data. Title I is used to maintain, support, and provide students and staff with technology, supplies, and equipment to enhance student success. The funding infuses multiple learning modalities into the curriculum to provide adaptive learning in a differentiated environment. The supplemental funding provides extended interventions to enhance student success.

Parent engagement is challenging in a community day school setting. As frequently as enrollment fluctuates, it is difficult to build yearlong school relationships with parents/guardians who are interested in being involved in advisory, decision-making, and advocacy roles. Community members play a critical role in helping CDS fill this void. However, CDS recognizes parents are influential in their child's educational experience so they continue to reach out and encourage their participation. Parents are required to participate in intake and exit meetings. In addition to discussing academics, counseling needs are a critical part of the meeting. If parents/guardians are not able or willing to meet in person, the meetings are conducted via the phone to ensure their participation. Parent nights are held in the fall and spring. These evenings are dedicated to welcoming parents/guardians to the campus, showcasing the unique learning environment, opening the lines of communication, answering questions, and requesting continued engagement. This positive interaction sets the foundation for a proactive family/school relationship.

School compacts outlining school, family, and student responsibilities are utilized to solicit buy in. The compact reflects the committed level of dedication required for students to attain success. Such compacts support the district's belief that students benefit from educational partnerships between school and family.

School Messenger is another tool employed by schools to foster strong relationships among staff and parents. School Messenger helps keep parents/guardians well informed and connected. It enhances parent involvement, attendance, emergency notification, and implementation of surveys.

District Support

The Marysville Joint Unified School District (MJUSD) has devoted a multitude of resources to generate high levels of academic achievement in core areas for all students, especially those who are not demonstrating proficiency in meeting academic content and achievement standards. District policies and procedures have been reviewed to strengthen instructional strategies, provide high quality and ongoing professional development, attract highly qualified teachers, and increase parental involvement.

Districtwide and site-level efforts have included teachers in decisions about the use of academic assessment information for the purpose of improving student achievement. The MJUSD and CDS have embraced PLCs as an ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students. The key to improved learning for students is continuous job-embedded learning for educators.

The district continues to analyze student data and identify strategies to strengthen the educational program by focusing time, energy, and funding on improving the achievement of low-performing students. A District Support Team has been assembled to provide support and data for all staff so they can continue to focus instruction in the areas of need.

High quality and ongoing professional development in core academic areas, English learner teaching methods, student engagement strategies, high quality first instruction, PLCs, Response-to-Intervention, differentiated instruction, and the integration of technology to support learning and specific student needs continue to be a focus of the district. The MJUSD and CDS continue to support professional development tied to data analysis. Assessment of students' academic needs must lead to subsequent adjustment of teaching strategies to meet the needs on a timely basis.

Vision Statement

The vision of the Marysville Community Day School is that all students can succeed and that they can achieve success through the experiences provided to them by the staff of the school.

Mission Statement

The mission of the Marysville Community Day School is to educate, to the highest possible levels, all students who enroll in our program, assist students in developing social and emotional success and to meet the needs of students as they progress through their educational journey.

Schoolwide Planning Teams

School Site Council Members: David Gray, Principal; Karen Engelhardt, Classroom Teacher; Steve Westcamp, Classroom Teacher; Erica Cuevas, Classroom Teacher; Neils Wright, Classroom Teacher; Geu Thao, Other School Staff; Donna Cummings, Community Member; Julie Coulson, Parent; Jolie Carreon, Community Member; Kari Ylst, Community Member; Grace Inman, Community Member; and Robert Brown, Community Member

District Assistance Team: Gay Todd, Superintendent; Lennie Tate, Executive Director of Educational Services; Toni Vernier, Executive Director of Special Education; Jami Larson, Director of Categorical Programs; Jolie Carreon, Director of Attendance and Discipline; Jessica Guth, Director of Program Services; and Amy Stratton, Curriculum Coordinator



Capitol | PFG

Crafting Optimal Financial Solutions

Business Services Department

Approval: [Signature]

Date: 8.2.18

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement"), dated July 16, 2018, is hereby made between the Marysville Joint Unified School District ("CLIENT") and Capitol Public Finance Group, LLC ("CAPITOL PFG"). CAPITOL PFG agrees to provide the "Services," as more fully defined below, to CLIENT and CLIENT agrees to pay to CAPITOL PFG based on the terms of the Consultant Services Order, as more fully defined below.

1. **Definitions.** The following definitions shall apply to this Agreement.
 - a. The "Commencement Date" shall be July 1, 2018.
 - b. The "Termination Date" shall be June 30, 2020 or upon receipt of a Termination Notice.
 - c. The "Agreement Term" shall begin with the Commencement Date and shall end with the Termination Date.
 - d. The "Consulting Services Order" shall include the Services and the Consultant Services Fee.
2. **SERVICES.** The duties and tasks to be performed by CAPITOL PFG (the "Services") shall be outlined in the attached Consulting Services Order(s) – SEE EXHIBIT A. During the performance of such Services by CAPITOL PFG, the CLIENT will retain and exercise decision-making authority over the Services performed by CAPITOL PFG. The Services may include a development schedule and milestones. Under the terms of this Agreement, Capitol PFG and CLIENT may add additional Services as agreed upon. These additional Services shall be put in writing in a Consulting Services Order (Exhibits) and attached to this Agreement.
3. **PAYMENT.** CLIENT shall pay CAPITOL PFG based on the terms of the attached Consulting Services Order(s). The attached Consulting Services Order(s) includes a "Payment Schedule" that shall include invoicing terms of the Consulting Services.
4. **TERMINATION.** Either party may without cause terminate this Agreement by delivering to the other party written notice via U.S. Mail, facsimile, or personal delivery (but not by electronic mail transmission) expressing a desire to terminate this Agreement (a "Termination Notice"). Termination shall be effective thirty (30) days after receipt of a Termination Notice.
5. **ASSIGNMENT.** CAPITOL PFG shall not assign its rights and obligations under this Agreement.
6. **INDEMNITY.** The Parties agree that CLIENT and CLIENT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CLIENT 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.

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Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CLIENT Indemnitees with the fullest protection possible under the law. CAPITOL PFG acknowledges that CLIENT would not enter into this Agreement in the absence of CAPITOL PFG's commitment to indemnify, defend and protect CLIENT as set forth herein.

To the fullest extent permitted by law, CAPITOL PFG shall indemnify, hold harmless and defend the CLIENT 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 CAPITOL PFG'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.

CLIENT shall have the right to offset against the amount of any compensation due CAPITOL PFG under this Agreement any amount due CLIENT from CAPITOL PFG as a result of CAPITOL PFG's failure to pay CLIENT promptly any indemnification arising under this Article and related to CAPITOL PFG's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation

The obligations of CAPITOL PFG under this Article will not be limited by the provisions of any workers' compensation act or similar act. CAPITOL PFG expressly waives its statutory immunity under such statutes or laws as to CLIENT and CLIENT's elected and appointed officials, officers, employees, agents and volunteers.

CAPITOL PFG 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 CAPITOL PFG in the performance of this Agreement. In the event CAPITOL PFG fails to obtain such indemnity obligations from others as required herein, CAPITOL PFG agrees to be fully responsible and indemnify, hold harmless and defend CLIENT and CLIENT'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 CAPITOL PFG's subcontractors or any other person or entity involved by, for, with or on behalf of CAPITOL PFG in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CLIENT's choice.

CLIENT does not, and shall not, waive any rights that it may possess against CAPITOL PFG because of the acceptance by CLIENT, or the deposit with CLIENT, 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.

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 CLIENT may have at law or in equity.

7. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CAPITOL PFG and all persons retained or employed by CAPITOL PFG are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CLIENT. CAPITOL PFG shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CAPITOL PFG and all persons retained or employed by CAPITOL PFG shall have no authority, express or implied, to bind CLIENT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CLIENT, whether by contract or otherwise, unless such authority is expressly conferred to CAPITOL PFG under this Agreement or is otherwise expressly conferred by CLIENT in writing.
8. 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.
9. 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 CLIENT and CAPITOL PFG 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.
10. DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CLIENT without restriction or limitation upon their use or dissemination by CLIENT. 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 CAPITOL PFG 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 CLIENT, a perpetual license for CLIENT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CAPITOL PFG shall require all subcontractors and subconsultants working on behalf of CAPITOL PFG in the performance of this Agreement to agree in writing that

CLIENT 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 CAPITOL PFG in the performance of this Agreement.

11. CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CAPITOL PFG or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CAPITOL PFG without prior written consent by CLIENT. CLIENT shall grant such consent if disclosure is legally required. Upon request, all CLIENT data shall be returned to CLIENT upon the termination or expiration of this Agreement. CAPITOL PFG shall not use CLIENT'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 CLIENT.
12. SUBCONTRACTING: CAPITOL PFG shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CLIENT. 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.
18. 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:

CAPITOL PFG:

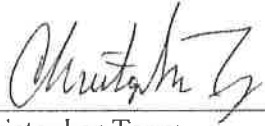
Capitol Public Finance Group, LLC
2436 Professional Drive, Suite 300
Roseville, CA 95661
Attn: Managing Partner, Operations
Phone: (916) 641-2734
Fax: (916) 921-2734

CLIENT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Assistant Superintendent of
Business Services
Phone: (530) 749-6115
Fax: (530) 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.

19. 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.



Christopher Terry
Capitol Public Finance Group, LLC

Date: 7/16/2018

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

Date: _____

**EXHIBIT A –
CONSULTING SERVICES ORDER**

This Consulting Services Order (“CSO”) is an attachment to the Consulting Services Agreement made between the Marysville Joint Unified School District (“Client”) and Capitol Public Finance Group, LLC (“Capitol PFG”).

Development Mitigation Services

Possible scope of work will include: review existing mitigation agreements, make recommendations on mitigation opportunities, coordinate with local land use agencies, assist in discussions and negotiations with developers, analyze mitigation amounts required and assist Client in other development mitigation efforts as needed and at the direction of Client staff.

Mutual Benefit Agreements

Update as requested and draft letters of notifications for all currently held mutual benefit agreements.

Facilities Consultation

Provide as requested general facilities and maintenance consultation and project support.

Consulting Service Fee:

An hourly rate of \$195 plus reimbursement pre-approved of out-of-pocket expenses. General consulting will have a not to exceed on this agreement of \$30,000.00, however project specific scopes can be done with an agreed upon ‘not to exceed’ fee and will be provided as a separate proposal under this contract.

Payment Schedule:

Cumulative fees and expenses for CSO No. 2018-1 will be invoiced on a monthly basis.



CONTRACT SERVICES AGREEMENT
Nutrition Services

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on **August 1, 2018 – July 31, 2019** (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and **Matt Upton, Speaking of Success** (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 **school year** commencing from **August 1, 2018-July 31, 2019**.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **see Exhibit A** (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **\$3,600.00** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR 3 Invoices of \$1,200.00 as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Amber Watson, Director of Nutrition Services (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, Matt Upton 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 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 sub consultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

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

A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.

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

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

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

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

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

IV. INDEMNIFICATION

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

V. TERMINATION

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

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

Name Matt Upton, Speaking of Success
Address 1250 Inglewood Court
City, CA Zip Lodi, California 95242

Phone: 916-708-8103
Fax: \ Same
Email: matt@mattupton.net

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, Asst Superintendent

Contractor

By:


Name: Matthew L. Upton _____

Title: President/Owner

22 July 2018

Jennifer Dutcher

Ella Elementary

MJUSD
Personnel Dept
JUL 24 2018

RECEIVED



Dear Mr. Carreon,

I write to inform you of my decision to resign from Ella Elementary as a Fourth Grade Teacher with effect on 31 July 2018. Although working at Ella has been a great learning experience for me that has furthered my educational career I believe it is my time to step down from this position. I have put a great deal of thought into this decision as I look forward to the 2018-2019 school year.

I have absolutely loved working with the students and staff at Ella. I would like to thank you for giving me the wonderful opportunity to work for the Marysville Joint Unified School District.

Sincerely,



Jennifer Dutcher

JUL 19 2018

RECEIVED

July 17, 2018

Ramiro Carreon
Assistant Superintendent of Personnel
Marysville Joint Unified School District

Dear Ramiro,

It is with mixed emotions I write this letter of intent to retire as teacher at Arboga Elementary School with my last day of work being July 30, 2018. I have enjoyed working in this school district and have appreciated the opportunities provided for professional growth. It has been a rewarding experience to work together in this community to educate our children.

I look forward to continuing to support this education by participating in the Early Retirement Incentive Program according to the MJUSD/MUTA agreement. Please continue my enrollment in the medical coverage for myself. Thank you.

Sincerely,

Christine Hileman

Christine Hileman

Yvonne Sanchez

From: Erin Maycroft <emaycroft@mjud.k12.ca.us>
Sent: Tuesday, July 31, 2018 6:27 AM
To: Ramiro Carreon
Cc: Yvonne Sanchez
Subject: Letter of resignation

MJUSD
Personnel Dept

JUL 31 2018

RECEIVED

Dear Mr. Carreon,

It is with deep regret that I must inform you that I will not be returning for the 2018/2019 school year. I knew not returning was a possibility, but was still trying to work it out. In the last few days it has been finalized that we will be moving out of state.

My time at Marysville Joint Unified School District has been amazing, both in working with the students, but also the staff. I am forever grateful that you welcomed me here where I really found my way as an educator.

Thank you for the opportunity to be a part of this family,

Best,


Erin Maycroft

Sent from my iPhone

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Yvonne Sanchez

From: chander sidher <c.sidhersr@gmail.com>
Sent: Tuesday, July 10, 2018 9:35 AM
To: Yvonne Sanchez
Subject: Retirement

 7/10/2018

My name is Gyan K Sidher i had a Stroke i am unable to Teach class all day i am sorry. i have to Retire . Thank you. Gyan K Sidher

161

MJUSD
Personnel Dept.

JUL 10 2018

RECEIVED

To Whom It May Concern,

I am writing to inform you that I will not be returning as a Para Educator for the 2018-2019 school year as I have relocated to Oregon to be closer to family.

I am proud to have had the opportunity to work for Marysville Joint Unified School District at Yuba Gardens Intermediate and am grateful for everything I learned and the skills I developed while helping the students.

Andreana Chilcott
Para Educator



JUL 25 2018

RECEIVED

Dear Mary Hicks,

Please accept this letter as notice of my resignation from my position as a para educator at Kynoch Elementary. This resignation serves as of June 30th, 2018.

It has been a pleasure working at my assignment at Kynoch School in the RSP program. Thank you for the opportunity to work within the MJUSD District. I have received a full time position that has limited my ability to work at Kynoch.

Feel free to reach me at (818) 970-1828, for any questions regarding this letter.

Sincerely,

Kyra Meyer

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Dawn M. Patterson



Ramiro Carreon
Assistant Superintendent of Personnel Services
Marysville Joint Unified School District
1919 B St
Marysville Ca. 95901

Dear Ramiro Carreon:

It is with a heavy heart that I submit my resignation. The last 15 years here at MJUSD have been wonderful. However after 21 years in the transportation business, it is time for me to move on. I am looking forward to broadening my career by stepping into a Transportation Lead position with a different district.

My last day here at MJUSD will be 7/20/18.

I wish the district and all its employees much success in the coming years.

Sincerely,

A handwritten signature in cursive script that reads "Dawn M. Patterson".

Dawn M. Patterson
Dispatcher

AFFILIATION AGREEMENT

Agreement Date: November 13, 2017

By and between Eastern New Mexico University Speech and Hearing Rehabilitation Outreach Center (herein referred to as "SCHOOL") and Marysville Joint Unified School District (herein referred to as "CLINICAL FACILITY").

WITNESSETH

WHEREAS, SCHOOL desires to provide a clinical learning experience to its students through the application of knowledge and skills in client-centered situations and settings; and

WHEREAS, CLINICAL FACILITY has agreed to make its facility available to SCHOOL for such purposes; and

WHEREAS, the parties agree to jointly participate in a Clinical Education Program and desire to establish and maintain a reciprocally beneficial working relationship; and

WHEREAS, it is for the mutual interest and advantage of both parties to enter into this Affiliation Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and intending to be legally bound hereby, it is agreed by both parties as follows, that:

1. The parties will work together to implement a Clinical Education Program to provide students with supervised clinical experiences in therapy.
2. The educational component of the Clinical Education Program shall be under the supervision of the CLINICAL FACILITY'S Coordinator and/or the student's speech language pathology ("SLP") supervisor at the CLINICAL FACILITY.

A. STUDENT RESPONSIBILITIES

1. **Student Statements.** The student agrees to provide the following signed statements prior to beginning any Clinical Education Program at CLINICAL FACILITY:
 - a) Statement of Responsibility
 - b) Statement of Confidentiality and Security
 - c) Release of Information granting SCHOOL personnel permission to discuss performance in coursework or practicum with CLINICAL FACILITY
 - d) Verification of receipt and knowledge of Graduate Student **and** Supervisor Handbooks

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2. **Insurance.** The student agrees to provide and maintain adequate professional liability insurance covering his/her participation in the Clinical Education Program. The scope and coverage of said insurance shall survive the termination of the student's participation in this Agreement for 1 calendar year. The student agrees to provide proof of such insurance to the SCHOOL prior to placement and to the FACILITY upon request (i.e., via Certificate of Coverage). Professional liability insurance shall be in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
3. **Health.** Students shall be responsible for arranging for any necessary medical care and/or treatment needed by the student, including transportation, in case of illness or injury, while participating in the Clinical Education Program. In no event shall the SCHOOL or CLINICAL FACILITY be financially or otherwise responsible for said medical care or treatment.

Students will present the following health records to the Clinical Education Program prior to their educational experience at the CLINICAL FACILITY. All records must be current (within 12 months of the clinical education start date at CLINICAL FACILITY).

- a) Physical examination results
 - b) Tuberculin skin test within the past 12 months or documentation of a previous positive reactor
 - c) Proof of rubella and rubeola immunity by positive antibody titers or two doses of MMR
 - d) Varicella immunity, by positive history of chickenpox or proof of varicella immunization
 - e) Proof of Hepatitis B immunization or a signed waiver of vaccination
 - f) Proof of influenza vaccine during the flu season (October 1 to March 31) or a signed declination form, if required by said facility
 - g) Evidence of a 10 panel drug and alcohol screen, performed upon admission to the CLINICAL FACILITY, if required by said facility
 - h) Evidence of personal health coverage during the duration of the practicum/internship, if required by the CLINICAL FACILITY
4. **Trainings.** Students shall complete the following trainings prior to beginning the Clinical Education Program at CLINICAL FACILITY. All trainings must have been completed within 12 months of the clinical education start date at CLINICAL FACILITY.
 - a) Universal health precautions/bloodborne pathogens
 - b) CPR certification
 - c) HIPAA regulations
 - d) Abuse and neglect reporting (per Elder Justice Act and Centers for Medicare & Medicaid Services as required)
5. **Background Checks.** Students will complete the following background checks prior to beginning their assigned rotation at CLINICAL FACILITY. All checks must have been completed within 12 months of the clinical education start date at CLINICAL FACILITY.
 - a) Social Security number verification
 - b) A criminal records search pursuant to the requirements of the Caregivers Criminal History Screening Act, Sections 29-17-2 through 29-17-5 NMSA 1978. This necessitates fingerprinting and includes both state and federal clearance PRN.
 - c) United States Department of Justice National Sex Offender Public Website search
 - d) HHS/OIG List of Excluded Individuals/Entities
 - e) GSA/SAM List of Parties Excluded from Federal Programs

- f) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specialty Designated Nationals (SDN), if applicable
 - g) DMV driving history, based on responsibilities
6. The student will adhere to the rules and regulations of both SCHOOL'S and CLINICAL FACILITY'S Department of Rehabilitation/Special Education. Students must follow the American Speech-Language-Hearing Association ("ASHA") Code of Ethics at all times.
 7. Students shall be responsible for their own transportation to and from SCHOOL and CLINICAL FACILITY.
 8. Students shall not engage in any aspect of patient evaluation and/or treatment in the absence of the CLINICAL FACILITY supervisor.
 9. Students may not have access to CLINICAL FACILITY other than for Clinical Education Program instruction, unless permission has been obtained from appropriate CLINICAL FACILITY personnel and CLINICAL FACILITY supervision is present.
 10. At all times while on CLINICAL FACILITY site during practicum/internship, students must wear clothing or identification badges that clearly identify their status as students of the SCHOOL and not as agents or employees of the CLINICAL FACILITY.
 11. Students must obtain prior written approval from both SCHOOL and CLINICAL FACILITY before publishing any material relating to the Clinical Education Program experience.

B. SCHOOL'S RESPONSIBILITIES

SCHOOL agrees to:

1. Inform students of the criteria listed above.
2. Assign only those students who have completed required coursework and clinical proficiency as needed to successfully serve clients at CLINICAL FACILITY.
3. Prior to start of each student's rotation, provide information relevant to student's level of training, pertinent KASA outcome mastery/deficiencies, and previous clinical experience.
4. Provide classroom theory and academic/practical education to students prior to their clinical assignments at the CLINICAL FACILITY and maintain general responsibility for didactic instruction, academic evaluation, and related academic matters concerning student participation in the Clinical Education Program.
5. Provide continuing oral and written communication with CLINICAL FACILITY regarding student performance and evaluation, absences and assignments of students, and other pertinent information including but not limited to formal/informal evaluation of students and students' clinical practice experience on an ongoing basis in conjunction with the appropriate CLINICAL FACILITY'S staff.
6. Provide specific clinical objectives for student clinical practice experience and work with the CLINICAL FACILITY staff to help implement those objectives.

C. CLINICAL FACILITY'S RESPONSIBILITIES

CLINICAL FACILITY agrees to:

1. Provide orientation of students to the CLINICAL FACILITY (including but not limited to rules, regulations, policies, procedures, and practices).
2. Provide supervision of the SCHOOL'S students through a CLINICAL FACILITY representative. For each student assigned by SCHOOL, ensure ASHA Certification of Clinical Competence and state licensure of SLP supervisor working at CLINICAL FACILITY assigned to supervise said student. This information shall be provided to SCHOOL upon request to ensure SCHOOL's compliance with ASHA's accreditation standards of practice.
3. Provide clinical practice opportunities and training within the ASHA CCC-SLP scope of practice and applicable state licensure laws in accordance with accepted standards of clinical evidence based practice in the student's area of study and as mutually agreed upon by the parties.
4. Maintain adequate liability insurance, general and professional, for its coordinator and any other employees or contractors providing supervision to the students, covering their participation in the Clinical Education Program (students cannot be supervised by uninsured therapists). Said insurance shall be deemed primary and not secondary to any insurance and shall survive the termination of the Agreement for one calendar year. Professional liability insurance shall be in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. CLINICAL FACILITY agrees to provide proof of insurance upon request.
5. Provide continuing oral and written communication with SCHOOL regarding student performance and evaluation, absences and assignments of students, and other pertinent information including but not limited to formal/informal evaluation of students and students' clinical practice experience on an ongoing basis in conjunction with the appropriate CLINICAL FACILITY'S staff.
6. Provide the student with clerical/clinical supplies and materials necessary to meet standards of CLINICAL FACILITY.
7. Provide, to the best of its ability and whenever the needs of the Program demand, any specialized item necessary for student safety.
8. Permit students access to parking and cafeteria to the extent necessary and available.
9. Notify SCHOOL immediately of any situation or problem that threatens a student's successful completion of the Program.
10. Maintain the confidentiality of all student records produced by or furnished by SCHOOL, and disclose information only as SCHOOL may request for its own use, as the student may direct, or as required by law.
11. When required for accreditation and/or upon SCHOOL'S request, provide SCHOOL with Clinical Education Program information, reports or other data.

D. TERM

1. The term of this Agreement shall be ongoing until from the date written herein until termination or revision by SCHOOL or CLINICAL FACILITY.
2. Any party may terminate this agreement with or without cause at any time upon written notice to the other parties hereto specifying the date on which such termination is to be effective. Such date must be not less than thirty (30) days following the date on which such notice is given. Notice should be sent to the address listed hereunder. Notwithstanding termination, all students currently participating in clinical education at the CLINICAL FACILITY at the time of notice of termination will be given the opportunity to complete the Clinical Education Program for the term agreed upon in the Agreement to Supervise signed prior to the student clinical placement (unless the student is dismissed from placement with cause as specified below).
3. CLINICAL FACILITY retains the right to dismiss a student and terminate the student's access to CLINICAL FACILITY if the student's performance or health is so unsatisfactory as to result in possible danger to the student or patients. Other dismissals or terminations shall be by mutual agreement of CLINICAL FACILITY and SCHOOL.

E. MISCELLANEOUS

1. The parties will comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to each other party to the extent required for determining compliance with Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients. SCHOOL will direct its faculty and students to comply with the policies and procedures of the CLINICAL FACILITY, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining SCHOOL faculty and students' role in relation to the use and disclosure of the CLINICAL FACILITY's protected health information, SCHOOL faculty and students are defined as members of the CLINICAL FACILITY's "workforce," as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, SCHOOL faculty and students are not and will not be considered employees of the CLINICAL FACILITY. No student will look to the CLINICAL FACILITY for any salary, and students who become injured while in the CLINICAL FACILITY will not be employees for purposes of workers' compensation benefits, disability benefits, or any similar payments.
2. This Agreement is not intended to create any third-party beneficiary rights.

3. SCHOOL and CLINICAL FACILITY shall not discriminate against any student on the basis of race, sex, sexual preference, religion, national origin, age or the basis of handicap, AIDS and AIDS-related conditions; and shall comply with the Age Discrimination Act of 1975, the Americans with Disabilities Act (ADA) of 1990, and any or all other applicable state laws and regulations, and all requirements thereunder.
4. Both assigned students and CLINICAL FACILITY employees/contractors are required to report suspicion of a crime against any individual who is a resident of, or is receiving care from, the CLINICAL FACILITY to the appropriate authorities. This may include law enforcement agencies as necessary.
5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or in writing, among the parties hereto with respect to the subject matter hereof. No change or modification of this Agreement shall be valid until the same is submitted in writing and signed by all the parties hereto. No waiver of any provisions of this Agreement shall be valid unless submitted in writing and signed by the authorized representative of the SCHOOL and CLINICAL FACILITY. Additional details of the Clinical Education Program and additional duties and obligations of the parties, if desired by either party, may be contained in subsequent writings attached as Exhibits(s) to this Agreement. Such exhibits must be mutually agreed upon, submitted in writing, and signed by all parties hereto.
6. This Agreement is not intended to conflict with or affect any existing or future affiliation between the parties and institutions not a party to this Agreement. This Agreement is not exclusive.
7. No party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval. No party shall use for its benefit or the benefit of its affiliates any information provided by the other party which is commonly considered to be proprietary.
8. CLINICAL FACILITY may require students and faculty to sign confidentiality/proprietary information agreements to protect patient information and all rehabilitative, operational or marketing information considered proprietary by CLINICAL FACILITY.
9. SCHOOL and CLINICAL FACILITY hereby agree that if the value or cost of services rendered by either party under this Agreement is equal to or more than \$10,000 for any twelve (12) month period, the parties agree to allow the Comptroller General of the United States (CG), the Secretary of the Department of representatives access to their agreements, books, documents, and records until the expiration of four years after the services are furnished under this Agreement. The access must be provided for in accordance with Subpart D, 42 C.F.R. 420 et seq. (47 Federal Register 58267, Thursday, December, 1982). Similar access must be provided to DHHS and their duly authorized representatives to all agreements, books, documents and records between both parties and any subvendor or subcontractor or any organizations related to or pertaining to either party for any work hereunder.
10. This Agreement shall be interpreted and construed in accordance with the laws of the state.
11. The parties agree they are independent contractors. In no event will this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties,

and nothing contained in this Agreement will be construed to authorize either party to act as agent to the other.

IN WITNESS WHEREOF: The Parties hereto have executed this Agreement of the day and year first written above.

FOR SCHOOL:

Signature

Date

Dr. Suzanne H. Swift
Chair, Health and Human Services
Eastern New Mexico University, Station #3
1500 S Ave K
Portales, NM 88130
575.562.2156; fax 575.562.2380
Suzanne.Swift@enmu.edu

For CLINICAL FACILITY:

Signature

Date

Name in Print

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
530.741.6000

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Marysville Joint Unified School District
1919 B Street Marysville, CA 95901
(530) 749-6145

PUBLIC NOTICE

Applicant: Daniel Underwood

Assignment: Math

Subject: Math

Grade Level: High School

School Site: South Lindhurst High School

The above named applicant will be employed on the basis of a Provisional Internship Permit from **August 14, 2018**, through **June 7, 2019**.

I hereby acknowledge by my signature that there were no objections to the issuance of the Provisional Internship Permit for the applicant, Daniel Underwood.

Signed: _____
Gay Starkey, Ed.D., Superintendent

Posted on Tuesday, August 9, 2018

Locations:

Marysville Joint Unified School District – Main Office

Marysville Joint Unified School District website – www.mjUSD.com

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Marysville Joint Unified School District
1919 B Street Marysville, CA 95901
(530) 749-6145

PUBLIC NOTICE

Applicant: Bridget Grant

Assignment: English

Subject: English

Grade Level: Intermediate

School Site: Yuba Gardens Intermediate School

The above named applicant will be employed on the basis of a Provisional Internship Permit from **August 14, 2018**, through **June 7, 2019**.

I hereby acknowledge by my signature that there were no objections to the issuance of the Provisional Internship Permit for the applicant, Bridget Grant.

Signed: _____
Gay Starkey, Ed.D., Superintendent

Posted on Tuesday, August 9, 2018

Locations:

Marysville Joint Unified School District – Main Office

Marysville Joint Unified School District website – www.mjUSD.com

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Marysville Joint Unified School District
1919 B Street Marysville, CA 95901
(530) 749-6145

PUBLIC NOTICE

Applicant: Jeraldine Gutierrez

Assignment: Special Education

Subject: Special Education

Grade Level: High School

School Site: Lindhurst High School

The above named applicant will be employed on the basis of a Provisional Internship Permit from **August 14, 2018**, through **June 7, 2019**.

I hereby acknowledge by my signature that there were no objections to the issuance of the Provisional Internship Permit for the applicant, Jeraldine Gutierrez.

Signed: _____
Gay Starkey, Ed.D., Superintendent

Posted on Tuesday, August 9, 2018

Locations:

Marysville Joint Unified School District – Main Office

Marysville Joint Unified School District website – www.mjUSD.com

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Marysville Joint Unified School District
1919 B Street Marysville, CA 95901
(530) 749-6145

PUBLIC NOTICE

Applicant: Constance Franklin

Assignment: 2nd Grade

Subject: Multiple Subject

Grade Level: Elementary

School Site: Johnson Park Elementary School

The above named applicant will be employed on the basis of a Provisional Internship Permit from **August 14, 2018**, through **June 7, 2019**.

I hereby acknowledge by my signature that there were no objections to the issuance of the Provisional Internship Permit for the applicant, Constance Franklin.

Signed: _____
Gay Starkey, Ed.D., Superintendent

Posted on Tuesday, August 9, 2018

Locations:

Marysville Joint Unified School District – Main Office

Marysville Joint Unified School District website – www.mjUSD.com

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Marysville Joint Unified School District
1919 B Street Marysville, CA 95901
(530) 749-6145

PUBLIC NOTICE

Applicant: Brandon Sanders

Assignment: Careers/Business

Subject: Careers/Business

Grade Level: High School

School Site: Lindhurst High School

The above named applicant will be employed on the basis of a Provisional Internship Permit from **August 14, 2018**, through **June 7, 2019**.

I hereby acknowledge by my signature that there were no objections to the issuance of the Provisional Internship Permit for the applicant, Brandon Sanders.

Signed: _____
Gay Starkey, Ed.D., Superintendent

Posted on Tuesday, August 9, 2018

Locations:

Marysville Joint Unified School District – Main Office

Marysville Joint Unified School District website – www.mjUSD.com

Marysville Joint Unified School District
1919 B Street Marysville, CA 95901
(530) 749-6145

PUBLIC NOTICE

Applicant: Anthony Harmon

Assignment: Music

Subject: Music

Grade Level: High School

School Site: Marysville Charter Academy of the Arts

The above named applicant will be employed on the basis of a Provisional Internship Permit from **August 14, 2018**, through **June 7, 2019**.

I hereby acknowledge by my signature that there were no objections to the issuance of the Provisional Internship Permit for the applicant, Anthony Harmon.

Signed: _____
Gay Starkey, Ed.D., Superintendent

Posted on Tuesday, August 9, 2018

Locations:

Marysville Joint Unified School District – Main Office

Marysville Joint Unified School District website – www.mjUSD.com

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Marysville Joint Unified School District
1919 B Street Marysville, CA 95901
(530) 749-6145

PUBLIC NOTICE

Applicant: Lindy Novak

Assignment: 3rd Grade

Subject: Multiple Subject

Grade Level: Elementary

School Site: Yuba Feather Elementary School

The above named applicant will be employed on the basis of a Provisional Internship Permit from **August 14, 2018**, through **June 7, 2019**.

I hereby acknowledge by my signature that there were no objections to the issuance of the Provisional Internship Permit for the applicant, Lindy Novak.

Signed: _____
Gay Starkey, Ed.D., Superintendent

Posted on Tuesday, August 9, 2018

Locations:

Marysville Joint Unified School District – Main Office

Marysville Joint Unified School District website – www.mjUSD.com

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Consultant Contract Marysville Charter Academy for the Arts
CONTRACT SERVICES AGREEMENT
School Site-Services

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on **August 14, 2018** (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and **Richard Valentini** (hereinafter, "CONTRACTOR"), pending Governing Board of Trustees approval. For the purposes of this Agreement, DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "**Work**." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.
- 1.2 **TERM:** This Agreement shall have a term of **the 2018-19 school year** commencing from **August 15, 2018 – June 30, 2019**
- 1.3 **COMPENSATION:**
- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **Exhibit A**. (hereinafter, the "**Approved Rate Schedule**").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **EIGHT THOUSAND NINE HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$8,960.00)** (hereinafter, the "**Not-to-Exceed Sum**"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of **eight hundred ninety six dollars and zero cents (\$896.00)**, as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for

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

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

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Representative, **Principal Tim Malone of MCAA** (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, **Richard Valentini** to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

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

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

III. INSURANCE

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

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

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

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

CONTRACTOR:

Richard Valentini
661 N. Lawrence Ave.
Yuba City, CA 95991

Phone: (530) 701-0945

Fax: \

Email:

DISTRICT:

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

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

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

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

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

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:

Michael R. Hodson
Asst. Supt. of Business Services

Contractor

By: Richard Valentini

Name: Richard Valentini

Title: Contractor

Exhibit A

Marysville Charter Academy for the Arts

Scope of Work

Consultant Contract for 2018-2019 School Year

Through academic tutoring, Rich Valentini will assist the site in promoting increased student achievement and success.

Onsite tutoring 4 hours per day, 2 days per week

Beginning: August 15, 2018

Concluding: June 30, 2019

Payment: Monthly payments of \$896.00 (\$8,960.00 averages over 10 months)

Service days: 76 service days must be rendered in order to receive compensation equal to, but not to exceed, annual total as reflected in Agreement. An amount equal to a daily average shall be deducted from monthly total of \$896.00 for non-service days each month.

Service to include, but not limited to:

Student Tutoring
Site Outreach Student Support



Consultant Contract Marysville Charter Academy for the Arts
CONTRACT SERVICES AGREEMENT
School Site-Services

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on August 14, 2018 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and **John Pimentel** (hereinafter, "CONTRACTOR"), pending Governing Board of Trustees approval. For the purposes of this Agreement, DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 **TERM**: This Agreement shall have a term of the **2018-19 school year** commencing from **August 15, 2018 – June 30, 2019**

1.3 **COMPENSATION**:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **Exhibit A**. (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **TWELVE THOUSAND DOLLARS AND ZERO CENTS (\$12,000.00)** (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 monthly increments of **twelve hundred dollars and zero cents (\$1,200.00)**, 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, **Principal Tim Malone of MCAA** (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, **John Pimentel** 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 subcontractors and sub-consultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.
- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or sub-consultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or sub-consultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or sub-consultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and sub-consultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise,

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

III. INSURANCE

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

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

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.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 sub-consultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or sub-consultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of

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

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

CONTRACTOR:

John Pimentel
11360 Township Rd.
Browns Valley, CA 95918

Phone: (530) 701-8452

Fax: \

Email:

DISTRICT:

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

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

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

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

Contractor

By: John Pimentel

Name: John M. Pimentel

Title: Ed. Consultant

Michael R. Hodson
Asst. Supt. of Business Services

Exhibit A

Marysville Charter Academy for the Arts

Scope of Work

Consultant Contract for 2018-19 School Year

John Pimentel will provide Technology Support.

Onsite Technology Support 6 hours per day, 2 days per week.

Beginning: August 15, 2018

Concluding: June 30, 2019

Payment: Monthly payments of \$1,200.00 (\$12,000.00 averages over 10 months)

Service days: 76 service days must be rendered in order to receive compensation equal to, but not to exceed, annual total as reflected in Agreement. An amount equal to a daily average shall be deducted from monthly total of \$1,200.00 for non-service days each month.

Service to include, but not limited to:

Technology Support
Site Student Support with Technology



Consultant Contract Marysville Charter Academy for the Arts
CONTRACT SERVICES AGREEMENT
School Site-Services

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on **August 14, 2018** (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and **Becky Sumahit** (hereinafter, "CONTRACTOR"), pending Governing Board of Trustees approval. For the purposes of this Agreement, DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 **TERM:** This Agreement shall have a term of **the 2018-19 school year** commencing from **August 15, 2018 – June 30, 2019**

1.3 **COMPENSATION:**

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **Exhibit A**. (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **THIRTY THOUSAND SIXTY TWO DOLLARS AND 50 CENTS** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of **three thousand six dollars and 25 cents (\$3,006.25)**, as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice,

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

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

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Representative, **Principal Tim Malone of MCAA** (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, **Becky Sumahit** 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;

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

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

III. INSURANCE

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

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

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.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 sub-consultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or sub-consultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of

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

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

CONTRACTOR:

Becky Sumahit
1989 Elliott Dr.
Yuba City, CA 95993

Phone: (530) 329-4474

Fax: \

Email:

DISTRICT:

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

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

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

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

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

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:

Michael R. Hodson
Asst. Supt. of Business Services

Contractor

By: Becky Sumahit

Name: _____

Title: _____

Exhibit A

Marysville Charter Academy for the Arts

Scope of Work

Consultant Contract for 2018-2019 School Year

Becky Sumahit will instruct students in Martial Arts and Yoga.

Onsite Martial Arts and Yoga instruction 6.5 hours per day, 5 days per week.

Beginning: August 15, 2018

Concluding: June 30, 2019

Payment: Monthly payments of \$3,006.25 (\$30,062.50 averages over 10 months)

Service Days: 180 service days must be rendered in order to receive compensation equal to, but not to exceed, annual total as reflected in Agreement. An amount equal to a daily average shall be deducted from monthly total of \$3,006.25 for non-service days each month.

Service to include, but not limited to:

Martial Arts and Yoga instruction
Community Outreach for Student Support
Site Outreach for Student Support

APPEAL-DEMOCRAT

1530 Ellis Lake Drive

Marysville, CA 95901

(530) 749-4700

TOTAL DOLLAR INVESTMENT CONTRACT

In consideration of the rates given to the undersigned, as shown by the schedule of rates set forth, the ADVERTISER agrees to buy and the PUBLISHER agrees to sell and publish in the Appeal-Democrat, in accordance with the conditions set forth in the publishers official rate card dated, JANUARY 1, 2018, with the following provisions:

Marysville Joint Unified (Customer/Acct. # 09137929) agrees to purchase a minimum of \$6,000 dollars of advertising space during a 12-month period commencing July 23, 2018, and concluding July 22, 2019, at a per column inch rate of:

Retail/Classified:

Daily: \$17.12

Sunday: \$18.01

Color:

Single: \$3.00

Process: \$10.00

Plus, an online charge of \$10* per print ad. *The \$10 online charge is only for "new" ad designs and will ensure that your print ad is placed on Appealdemocrat.com (shop local tab) for 30 days as well as the keywords in said ad(s) made searchable on all major search engines.

Other: This contract covers the following accounts: 09137011 (Abraham Lincoln School), 02100542 (Marysville Joint Unified – legal account) and 09138927 (Lindhurst High School) in addition to the signer "Marysville Joint Unified" above.

- 1). If the ADVERTISER fails to purchase the agreed to volume, the ADVERTISER will be billed at the rate commensurate with the appropriate higher increment level.
- 2). The ADVERTISER shall make payment within 20 days of the billing date indicated on the Company's statement, and in the event that it fails to make payment within such time, the PUBLISHER may reject advertising copy and/or immediately cancel this agreement. If this agreement is cancelled due to ADVERTISER'S failure to make timely payment, the PUBLISHER may re-bill the ADVERTISER for the outstanding balance due at the current published open or earned contract rate in effect, whichever is applicable.
- 3). The ADVERTISER grants publisher the right to fax sales related materials.
- 4). The PUBLISHER agrees to keep this agreement in force for the period specified above.
- 5). The ADVERTISER agrees to adhere to all conditions as set forth in the PUBLISHER'S official rate card and investment contract.

Dated: July 23, 2018Phone Number: 749-6115

Michael Hodson
Authorized Name (Please Print) Asst. Supt.

[Signature]
Authorized Signature

Billing Address: 1919 B StreetMarysville, CA 95901

[Signature]
Appeal-Democrat Account Executive

[Signature]
Appeal-Democrat Retail Advertising Manager

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GENERAL TERMS AND CONDITIONS

1. **Definition of Advertisements.** The term "Advertisements" includes any content and material (including without limitation graphics, photographs, artwork, illustrations, animation, design work, names, trademarks, trade names, logos and other data, regardless of the media in which they are submitted) provided under this Agreement by Advertiser or an agent or representative of Advertiser.

2. **Scope of Publication/Usage.** Advertiser hereby grants to the Company an irrevocable, worldwide license in perpetuity to the Advertisements, including but not limited to the rights to: (i) publish, display, copy, syndicate, republish, redisplay, license and sublicense the Advertisements in print or any other media known or later invented, including electronic or digital media (including broadcast, cable, satellite, audio or online), (ii) distribute the Advertisements as integrated within a publication (e.g., display or classified advertising in a newspaper), in connection with a publication (e.g., free standing insert), and/or as standalone/solo pieces (e.g., mailed or stuffed in envelopes), and (iii) include the Advertisements in archival, database, aggregation, search or retrieval services (whether maintained by the Company or third parties). The foregoing rights in the Advertisements may be exercised by any entity, whether the Company or otherwise, to accomplish and effect the purposes of this Agreement.

3. **Representation/Warranties.** Advertiser represents and warrants that: (i) Advertisements as submitted to the Company will not infringe any copyright, patent, trade secret, trademark, moral right, or other intellectual property or proprietary, contractual or personal right held by any third party; (ii) Advertisements will not contain any defamatory, libelous, obscene or otherwise unlawful content and do not constitute unfair competition; (iii) Advertiser has all rights necessary to grant usage of the Advertisements as contemplated by this Agreement, and the Company's use of the Advertisements as contemplated herein will not breach any contract or infringe upon or violate (or cause the Company to breach, infringe or violate) the rights of any third party or any applicable laws, ordinances, regulations or guidelines infringe or violate any such right or law; (iv) no permissions of or payments to third parties will be required from the Company for the use of the Advertisements as contemplated herein; and (v) Advertiser has all legal right and power to enter into this Agreement.

4. **Rejection Right/Cancellation Procedure.** The Company shall have the right to reject any Advertisement for any reason whatsoever. No Advertisement will be canceled by Advertiser after the deadline for submission applicable to such Advertisement. If an Advertisement is not properly canceled and withdrawn by Advertiser or its agents or representatives, Advertiser agrees to pay the company a 50% cancellation fee.

5. **Remedies for Errors/Omissions.** If Advertiser provides written notification to the Company prior to the applicable proof publication deadline of errors or omissions in an Advertisement caused by the Company and the Company fails to correct the errors or omissions noted, the Company may, at its sole discretion, take one or more of the following actions: (i) credit the Advertiser's account for the cost of such Advertisement, (ii) republish the Advertisement as corrected at no extra charge, and (iii) adjust the rate applicable to such Advertisement, with the amount of the adjustment based on a ratio, the numerator of which is the space occupied by the erroneous portion of the Advertisement and the denominator of which is the entire space occupied by the Advertisement, multiplied by the rate applied to that Advertisement. The Company shall have no liability for any subsequent publication of the same erroneous Advertisement, unless Advertiser provides notice of the error to the Company as set forth above.

6. **Limitation of Liability/Release.** Except as expressly provided in Section 5 of this Agreement, neither the company nor any entity performing services for the Company in connection with this Agreement shall be liable to Advertiser, its agents or its representatives for damages or losses of any kind, whether due to an error or omission in any Advertisement, failure to publish or distribute any advertisement, incorrect publication date or positioning of an Advertisement, or otherwise. The Company shall not be liable to Advertiser, its agents or its representatives for any consequential, incidental, indirect, special or punitive loss or damages of any kind, including lost profits (even if such party has been advised of the possibility of the loss or damage), by reason of any act or omission in the performance of this Agreement. The company makes no representations or warranties of any kind, either express or implied, as to any matter, including, but not limited to, implied warranties of fitness for a particular purpose, merchantability, or otherwise. Advertiser waives all losses, damages or costs it may incur and all claims or causes of action it may possess which exist or which may accrue in the future arising from, directly or indirectly, or in any way related to Advertisements, samples, artwork, original materials or other items submitted by Advertiser, its agents or its representatives, except to the extent that such losses, damages or costs are caused by the gross negligence of the Company.

7. **Indemnification.** Advertiser agrees to defend, indemnify and hold harmless the Company, its affiliates and any entity performing services for the Company in connection with this Agreement against all claims, causes of action, demands, losses, damages and costs (including attorneys' fees) arising from, directly or indirectly, or any way related to: (i) any Advertisements submitted under this Agreement, (ii) any samples or other items included in or furnished with Advertisements and internet links appearing with Advertisements, (iii) the sale, offer for sale or distribution of any products or services advertised or referred to in the Advertisement or otherwise provided by Advertiser, or (iv) any breaches or misrepresentations by Advertiser in connection with its representations, warranties and covenants made under this Agreement.

8. **Force Majeure.** The delay or failure of either party in whole or in part, to perform any of its obligations hereunder shall be excused if and to the extent such delay or failure to perform is caused directly due to other circumstances beyond the reasonable control of the party responsible for performance, such as accidents, fires, explosions, strikes, labor disputes, shortages of labor, interruption of or delay in transportation, inadequacy or shortage or failure of power or supply of materials or equipment, breakdown, war or terrorism; provided, however, that either party may terminate this Agreement if its or the other party's delay or failure to perform continues uninterrupted for thirty (30) days.

9. **Advertiser Deadlines and Specifications.** Advertiser acknowledges that its placement of Advertisements is subject to the deadlines and specifications applicable to the Advertisements at the time that the Advertisements are placed. The deadlines and specifications are set forth on the rate card applicable to the Advertisements and are incorporated into this Agreement as though they were set out in full. Advertising contracts may not be sold, assigned or transferred to another party. Contract applies only to the business named on the contract. Like businesses owned solely by contract holder may be incorporated into an overall contract at time of contract signing.

10. **Responsibility for Payment of Advertisements.** Advertiser agrees to be responsible for the payment of all charges for Advertisements, whether placed by Advertiser or Advertiser's agents or representatives, and Advertiser and its agents are each obligated, jointly and severally, to pay any and all amounts owed for Advertisements. Payment by Advertiser to an advertising agency shall not discharge Advertiser from its liability to the Company for all Advertisements published, and, in the event of disputes involving payments owed or made through advertising agencies, Advertiser acknowledges that the Company is a third-party beneficiary of all such agreements and may contact and/or pursue directly advertising agencies regarding such disputes. Advertiser further agrees that neither Advertiser nor any of its agents or representatives has any authority to incur, assume or create any debt, obligation or contract of any kind whatsoever in the name or on behalf of Company or its affiliates. Advertiser shall not hold itself out as an agent or representative of the Company, and Advertiser and its agents and representatives shall not broker advertising space in the Company's products on behalf of the Company or other parties. Company will render statements to Advertiser or its advertising agency at the end of each month, or at such other intervals as determined by Company. Advertiser agrees to pay Company the amount thereof within 20 days of the date of the statement. The undersigned acknowledges and agrees with the Appeal-Democrat's payment terms: all advertising charges are due within 20 days of the original invoice date. Charges that are older than 20 days from the original invoice are in arrears. Advertisers with charges over 60 days past the original invoice date will be permitted to advertise only on a cash basis with order and only after arrangements have been made for prompt payment of their balance. A FINANCE CHARGE OF 1.5% PER MONTH will be added on all charges which are in arrears 30 days from the original invoice date. Advertisers with unpaid charges over 90 days will not be permitted to advertise.

11. **Termination.** In the event that this Agreement is terminated for any reason other than under Sec. 8, the terms of Sec. 1 of the front page of this Agreement shall apply.

12. **Miscellaneous.** This Agreement, and the material incorporated by reference, comprises the entire agreement between Advertiser and the Company pertaining to the subject matter of this Agreement. The terms of this Agreement apply only to Advertisements placed by Advertiser or by an advertising agency on behalf of Advertiser and shall not apply to any affiliates of Advertiser unless such affiliates explicitly are listed as part of "Advertiser" on the front page of this Agreement. If the Company waives enforcement of any term of or right created by this Agreement for any act or failure of Advertiser, that waiver shall not constitute a waiver of any future or subsequent act or failure of Advertiser. Advertiser agrees that there are no promises, representations, agreements or understandings, express or implied, whether oral or written, other than those set out in this Agreement, and that this Agreement supersedes all prior negotiations and agreements, whether written or oral, express or implied. The terms of this Agreement may only be changed or modified in writing, signed by the Advertiser and the Company's specifically authorized representative. This Agreement will be interpreted under and governed by the laws of the State of California. Neither this Agreement nor any of the rights, duties or obligations of the Advertiser may be assigned

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Date: 3/15/2018
Order Number: Q-63465
Revision: 2
Order Form Expiration Date: 8/15/2018

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 226630
Customer Name: Marysville Joint Unif Sch Dist
Billing Address: 1919 B St
Marysville, CA 95901-3798

Products and Services

South Lindhurst Cont High Sch

Products	Qty	License Start Date	License End Date	License Term (Months)
Adaptive Assessment with Prescriptions: Core Library - Program License	110	8/15/2018	8/14/2019	12
Fixed Form Assessment with Prescriptions: Core Library - Program License	110	8/15/2018	8/14/2019	12
South Lindhurst Cont High Sch Subtotal:				\$4,180.00

Subtotal: \$4,180.00
Estimated Tax: \$0.00
Total US Funds: \$4,180.00

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Edmentum | N.W. 7504, P.O. Box 1450 | Minneapolis, MN 55485-7504 | www.edmentum.com



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Business Services Department

Approval:

Date: 7/31/18



Date: 3/15/2018
Order Number: Q-63465
Revision: 2
Order Form Expiration Date: 8/15/2018

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer Signature:

Name (Printed or Typed): Michael Hodson

Title: Assistant Supt. of Business Services

Date: _____

Edmentum | N.W. 7504, P.O. Box 1450 | Minneapolis, MN 55485-7504 | www.edmentum.com





2018-2019 MEMORANDUM OF UNDERSTANDING

External Professional Development Services

The Sutter County Superintendent of Schools Office will provide curriculum, instruction, program design, reasonable duplication, office, utilities, and other services as determined by the contract district/school for the 2018-19 school year. Services will be determined by the District Superintendent in consultation with the Director of Student Support Services and/or External Professional Development Staff. Services will be provided by the Educational Services Coordinator and the Professional Development Coordinator(s). Districts will be invoiced twice yearly in August 2018 for the periods of July through December 2018 and in January 2019 for the periods of January through June 2019.

Outlined below are the terms of the agreement:

AGREEMENT

SOUTH LINDHURST HIGH SCHOOL and the Sutter County Superintendent of Schools Office enter into this agreement on July 1, 2018 for:

- Professional learning and support in ELA, ELD, Math, Technology, Social Science and Science not to exceed **54 hours (approximately 8 days) unless by mutual agreement. See attached calendar.**
- Twice monthly meetings with coordinator and superintendent/principal beginning in August 2018
- Quarterly meetings (Sept, Jan, March, May) with coordinator, superintendent/principal and the Educational Services Coordinator and/or the Director of Student Support Services
- Cancellation and Refund Policy: All participants must cancel 2 business days prior to the start of the scheduled appointment and/or event to receive full refund and/or reschedule planned professional development session(s).
- Professional development will be invoiced to reflect hours of service as indicated on the attached calendar at **\$75 per hour totalling \$4,050**. Additional days or time needed to prepare and/or follow up may be added based on mutual agreement

Content Area	Description of Contracted Service
Technology	<ul style="list-style-type: none">• Co-teaching Coding class

**These services are subject to modification as necessary in consultation with the district superintendent and External Professional Development staff.*

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Business Services Department
Approval: 
Date: 7/31/18

<p>Provide district support for California Dashboard Analysis</p> <ul style="list-style-type: none"> • Countywide data analysis • Statewide updates on California Dashboard • Site Dashboard Analysis <p>Provide district support for LCAP Development</p> <ul style="list-style-type: none"> • District LCAP technical assistance and training • LCAP review by program and fiscal prior to public hearing • State updates on LCAP • Ensure district LCAP is approved by COE <p>Provide Differentiated Assistance Guidance and Support for districts</p> <ul style="list-style-type: none"> • Initial identification/analysis • Individualized data analysis • Statewide Updates <p>Support Standards Implementation</p> <ul style="list-style-type: none"> • Coordination of outside speakers • Framework Rollout training • Instructional Materials preview and adoption process • Development of Long Term Professional Development Plan <p>To support: (e.g standards implementation, technology integration, common assessments, teacher and administrator professional learning)</p> <p>Consortium / Partnerships</p> <ul style="list-style-type: none"> • Identification of qualifying grants to districts • Coordination of Title III Consortium and Expanded Learning oversight <p>Provide Administrative Instructional Leadership</p> <ul style="list-style-type: none"> • Curriculum Breakfast • Small District PLC • Personalized Administrative Support 	<p>Provide district support for California Dashboard Analysis</p> <ul style="list-style-type: none"> • Customized stakeholder meetings regarding the dashboard <p>Provide district support for LCAP Development</p> <ul style="list-style-type: none"> • Customized MOU for districts who request support. <ul style="list-style-type: none"> • Facilitation of stakeholder meetings • Coordination of meetings with fiscal • Drafting of district LCAP <p><i>Disclaimer: Sutter County Superintendent of Schools is not responsible for the content in the LCAP, for the approval or denial of the District's LCAP by the school board.</i></p> <p>Provide Differentiated Assistance Guidance and Support for districts</p> <ul style="list-style-type: none"> • Proactive customized support within the Continuous Cycle of Improvement <p>Support Standards Implementation</p> <ul style="list-style-type: none"> • Customized Professional Learning • Technology integration (Google Apps for Education, Curriculum Integration) • Content Specific Implementation (ELA/ELD, HSS, Math, NGSS) • Grade Level PLC Support • Social Emotional Learning • Co-planning/Co-teaching • Countywide content specific professional development <p>Consortium Partnerships</p> <ul style="list-style-type: none"> • Customized Grant Services • Coordination/leveraging of resources/support
--	--



SOUTH LINDHURST HIGH SCHOOL and the Sutter County Superintendent of Schools, External Professional Development, enter into this agreement on:

Michael Hodson
Assistant Superintendent, Business Services

Date

Christine
McCormick, Ed.D.
Director of Educational Services/Student Support Services
Sutter County Superintendent of Schools

Date

Baljinder
Dhillon, Ed.D.
Superintendent
Sutter County Superintendent of Schools

Date

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Marysville Unified School District

GIS Annual Services Update

Demographic Services & Enrollment Projections 2018-2019

July 23, 2018



Prepared by

SchoolWorks, Inc.

Facility Planning & Demographic Consulting

SchoolWorks, Inc. | 8331 Sierra College Blvd., #221, Roseville, CA 95661 | 916.733.0402

www.schoolworksgis.com

Ken Reynolds, President

Business Services Department

Approval: 

Date: 7/31/18

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GIS Annual Services Update 2018/19



Statement of Work

Six Year Projection of Enrollment by School, Grade and Program

This Demographic Study provides a comprehensive enrollment analysis. The district-wide and school-specific enrollment projections are meant to serve as a planning tool to help with both long-and short-term planning. Demographic Studies examine the factors that influence school enrollments, namely trends in demographics, birth rates and housing development. It is also used as a tool to identify certain facility planning requirements such as capacity utilization of existing facilities, planning for modernization or new construction and attendance boundary redistricting. This study provides information based on the 2018/19 District enrollments and programs, City planning policies and residential development. As these factors change and time lines are adjusted, the Demographic Study should be revised to reflect the most current information.

Methodology

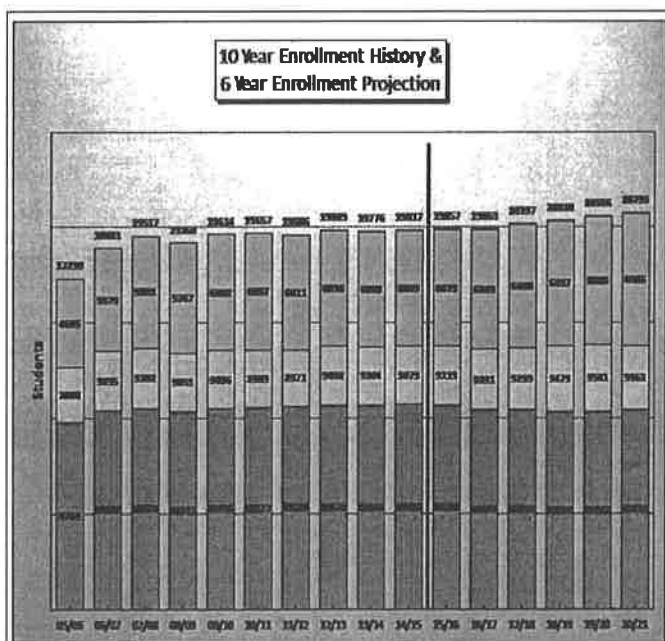
The enrollment projections for each school are generated using a State standard weighted cohort trend analysis. The basic projections are created by studying the individual geographic areas. Once the trends are analyzed for each area, the base projections are modified using the following procedures:

Birth Rate Analysis: Birth rates are used to project future kindergarten enrollment. It is assumed if the births indicate there was an increase of 4% one year, then there will be a corresponding 4% increase in the kindergarten class five (5) years later.

Housing Development and Yield Rate Study:

New housing development can have a significant impact on future facility and demographic planning. A complete analysis of all current and future new housing developments will be researched by working with city, county and other local municipalities. A student yield rate analysis will also be conducted using the most current Census data. New housing development rates and yield factors are compared to the historical impact of development and if the future projections exceed the historical values, the projections are augmented accordingly.

Neighborhood School Attendance Area Analysis: Each school attendance boundary will be input into our GIS (Geographic Information Systems) Software. Students are counted in each of the attendance area boundaries based on their residential address and can be studied to view optimum and balanced utilizations. Attendance pattern maps for each individual boundary will analyze impacts of intra-district transfers from within the district boundary, as well as inter-district transfers from neighboring school districts.





Statement of Work

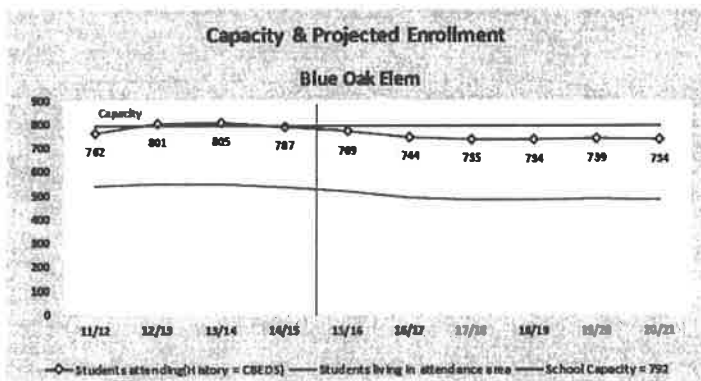
- Inter-district student counts are not included in the base geographic trend analysis since these students reside outside of the District. Therefore, the current number of students-per-school and students-per-grade are added to the base projections.
- Intra-district students are those who transfer from one school to another. The number of students transferring into and out of each school are calculated and used to determine the difference between the projections for students living in each attendance area versus those that are projected to attend the school.

District Special Education and Alternative Programs: The projections for special education students and alternative programs are created by assuming those programs typically serve a percentage of the total District population. Therefore, as the District grows or declines, the enrollment in those programs would increase or decrease accordingly.

Cohort Trend Analysis: The number of students living in the boundary are used to generate the cohort factors. The weighted average of the three (3) years is determined with the current year weighted 50%, the prior year 33.3% and the last year 16.7%. This gives the current trends more value in determining the projections. Those cohorts are then used to determine the students who will be residing in each attendance area for the following years.

Site Capacity and Utilization Analysis: By reviewing current district loading standards and how many available classrooms are situated at each school site, we can determine which schools have room for growth, which schools are overcrowded or which school sites may need to be considered for boundary changes or grade level reconfiguration. The classroom counts may not represent the current classrooms being used, as there may be unused rooms on the school site. In some cases, there may be

fewer classrooms counted than current teaching stations if some of the rooms being used were designed for other purposes but are currently being used as classrooms due to overcrowding. The purpose of the classroom count and capacity are to show what the school capacity should be if all teaching spaces are being used in accordance with the educational programs of the District.

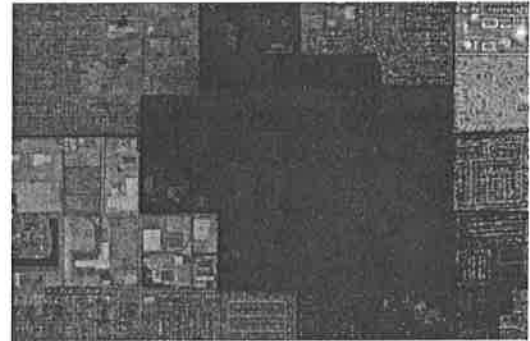




Statement of Work

Interactive Online Attendance Boundary Address Locator

Offered complimentary with SchoolWorks Demographic Services and Enrollment Projections. School Locator is an interactive, online address search service. School Locator is linked directly to your website for easy accessibility and customized to blend with existing design. School Locator also allows for multiple boundary layers to be added at anytime so if your district is going through a boundary change you have the ability to view both the current and proposed boundaries.



Unlimited On-Call Services

SchoolWorks utilizes our GIS (Geographic Information System) Facility Planning Software as the foundation to input and analyze the Demographic and Enrollment information provided by the District. GIS lets you capture, manage, display and analyze geographically all the data that's critical in planning for your future. GIS allows you to view, understand and interpret data in ways that reveal patterns and trends through maps, reports and charts.

The information stored in our GIS Facility Planning Software is available to the District through our unlimited on-call technical support services. This includes doing queries in the GIS program to assist with information needed for grant applications, responses to public information requests and other various committee projects. The software is also available for purchase by the District, if requested.

Hourly Services

If SchoolWorks presence is requested on various projects or committee meetings beyond the Statement of Work in this proposal, the District will be billed an hourly rate of \$140 per hour.

Timeline

Upon approval of this signed professional services proposal, SchoolWorks will provide a request for information list to the appointed District Representative. SchoolWorks will establish and review the goals and objectives as well as review the proposed timeline for completion. The estimated time to complete this Demographic Study will be approximately two months from the time all the necessary data has been collected.



Proposed Fee

Statement of Work	Statement of Work	
	Geocode Student Enrollment Data October 2018	
	Analyze Student Demographic Trends	
	Six Year District Enrollment Projections	
	Enrollment Projections for each Individual School	
	Facility Utilization Analysis	
	New Housing Impacts and Yield Rate Study	
	One (1) Board Presentation (Demographic Study)	
	Interactive Web Based School Attendance Boundary Locator	
	Unlimited On-Call Services	
	Project Cost	\$5,500
Hourly Services	Hourly Services	
	If SchoolWorks presence is requested on various projects or committee meetings outside the Statement of Work in this Proposal, the District will billed an hourly rate of \$140 per hour.	

The Contractor, SchoolWorks, Inc., will contract to perform the tasks enumerated above for the prices indicated. The District, Marysville Unified School District, is authorized to enter into this agreement by Government Code 53060



The Agreement

PROFESSIONAL SERVICES AGREEMENT

GIS ANNUAL SERVICES UPDATE - 2018/19

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

and

SchoolWorks, Inc.
8331 Sierra College Blvd., 221
Roseville, CA 95661
(916) 733-0402

THIS AGREEMENT, is made by and between SchoolWorks, Inc. (hereinafter referred to as "SCHOOLWORKS") and Marysville Unified School District (hereinafter referred to as "the DISTRICT").

WHEREAS, the DISTRICT is authorized to retain consulting services to assist the DISTRICT in preparation of a Demographics Study with Enrollment Projections. .

SCOPE OF SERVICES

SCHOOLWORKS will provide the DISTRICT a Demographic Study with Enrollment Projections. The District-Wide and School-Specific enrollment projections are meant to serve as a planning tool to help with both long- and short-term planning. Demographic Studies examine the factors that influence school enrollments, namely trends in demographics, birth rates and housing development. It is also used as a tool to identify certain facility planning requirements such as capacity utilization of existing facilities, planning for modernization or new construction and attendance boundary redistricting. This Study provides information based on the 2018-19 District enrollments and programs, City planning policies and residential development.

AGREEMENT PERIOD

The agreement period begins October 1, 2018, (the "Effective Date") and will automatically expire on September 30, 2019 (the "Expiration Date").

OBLIGATIONS OF THE DISTRICT

DISTRICT agrees that it's employees will cooperate with SCHOOLWORKS and be available for scheduled consultations and meetings at reasonable times.

DISTRICT shall provide data which is required or requested by SCHOOLWORKS. All data and records, including student information will remain confidential.

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DISTRICT will assist SCHOOLWORKS in obtaining data from public municipalities or agencies or private citizen groups whenever such data is necessary for completion of the work outlined in this agreement.

CONFIDENTIALITY

Pupil records obtained by SCHOOLWORKS, Inc. and/or its third parties from the DISTRICT continue to be the property and under the control of the DISTRICT. The procedures by which pupils may retain possession and control of their own pupil generated content will be determined and controlled by the DISTRICT, not by SCHOOLWORKS, Inc. The options by which a pupil may transfer pupil-generated content to a personal account will be determined by the DISTRICT, not by SCHOOLWORKS, Inc. Representatives of the DISTRICT, not SCHOOLWORKS, Inc. or its third parties, will work directly with parents, legal guardians, or eligible pupils to review personally identifiable information in the pupil's records and correct erroneous information. SCHOOLWORKS, Inc. staff members or its third parties shall act to ensure the security and confidentiality of pupil records, including, but not limited to, designating and training experienced staff members to ensure the security and confidentiality of pupil records, by use of the following measures: SCHOOLWORKS, Inc. staff members will periodically review and test the security and confidentiality of records stored in its computer systems and its related data drives, and make adjustments to security protocols as required. In the event of an unauthorized disclosure of a pupil's records, staff of SCHOOLWORKS, Inc. and its third parties will assist the DISTRICT by providing any information provided in the unauthorized disclosure to the DISTRICT so that the DISTRICT can report the disclosure to the affected parent or student, and resolve the issue in a satisfactory manner. The DISTRICT, not SCHOOLWORKS, Inc., will work with pupils who choose to retain possession of their pupil generated content or to transfer such content to a pupil's personal account. SCHOOLWORKS, Inc. agrees to comply with all standards regarding the privacy of the student data provided by the DISTRICT, relating to "COPPA," "FERPA," and "SOPIPA." In accordance with COPPA, FERPA and SOPIPA. SCHOOLWORKS will not use its site or services for other than its school district client's K-12 school purposes, and will use security protocols to secure DISTRICT data that is used in conducting certain studies and reports for or on behalf of the DISTRICT. SCHOOLWORKS, Inc. will not use any personally identifiable information in pupil records to engage in targeted advertising. SCHOOLWORKS, Inc. will not sell a student's information. SCHOOLWORKS, Inc. will not use any personally identifiable information in pupil records to create a "student profile" for any purpose other than those required or specifically permitted by the Technology Services Agreement. SCHOOLWORKS and/or its third parties shall not disclose any personally identifiable information in pupil records, unless for legal, regulatory, judicial, safety, or operational improvement reasons, and must disclose student information: when required by law, for legitimate research purposes; or for school purposes to educational agencies authorized by the DISTRICT

TERMINATION

It is understood and agreed that the DISTRICT may terminate this agreement without cause by giving SCHOOLWORKS written notice at least thirty (30) days before effective date of such termination. Required payments include payment for hours completed.

COMPENSATION

The full amount of **\$5,500** will be billed upon completion of the Study and submitted to the District for review. The amount is due within thirty days of the date of the invoice. If SchoolWorks presence is requested at additional school board meetings or other committee meetings beyond the scope of work, the District will be billed at \$140 per hour, plus travel time and expenses.

The parties hereto have caused this agreement to be executed by their authorized representatives.

SchoolWorks, Inc.



Kenneth R. Reynolds

President

July 23, 2018

Marysville Unified School District

Signature

Michael Hodson
Print Name

Assistant Supt. of Business Services
Title

Date



AGREEMENT FOR FINANCIAL ADVISORY SERVICES

August 14, 2018

This agreement ("Agreement") for financial advisory services, dated as of August 14, 2018, is by and between the Marysville Joint Unified School District (the "District") and KNN Public Finance, LLC, a California limited liability company ("KNN").

Recitals

WHEREAS, the District will require financial advisory services in connection with the District's existing and potentially new General Obligation Bond authorizations and for other financing needs.

WHEREAS, the District wishes KNN to provide administrative and strategic support and quantitative analysis in regard to prospective financings including, but not limited to, general obligation bonds, refunding bonds, certificates of participation, tax and revenue anticipation notes and continuing disclosure services.

WHEREAS, the District wishes KNN to provide financial consulting services in regard to any existing, new or prospective election issuances.

WHEREAS, KNN represents that it is registered as a Municipal Advisor with the MSRB and SEC and is competent to provide financial advisory services to the District. KNN acknowledges that, under this Agreement, it has a fiduciary duty to the District and agrees to act in the District's best interest.

WHEREAS, KNN represents that it is an Independent Registered Municipal Advisor ("IRMA"). If acting in the capacity of an Independent Registered Municipal Advisor ("IRMA") with regard to the IRMA exemption of the SEC Rule, KNN will review all third-party recommendations submitted to KNN in writing by the District.

WHEREAS, KNN proposes to provide the following financial planning services, bond program management services, and other financial advisory services to the District on an exclusive basis for the duration of this Agreement.

Agreement

KNN agrees to perform the following financial advisory services, as requested:

1. Financial Consulting

The District is retaining KNN to perform the consulting services as found in Exhibit A, and KNN agrees to perform such services pursuant to the terms and conditions of this Agreement. If there are required services outside the scope found in Exhibit A, KNN and the District will negotiate the terms for those services. KNN does not provide legal advice or interpretations and refers the District to its attorneys with respect to any legal matters or matters requiring legal interpretation.

2. District Obligations

The District agrees to cooperate with KNN, bond counsel, and other parties involved within a bond transaction and/or other financial related matters, and to furnish the necessary information for the preparation and drafting of legal documents and an official statement that may be required, and to assert its best efforts to verify the accuracy of the information contained in such documents. All information provided to KNN by the District will be accurate and complete.

3. Material Development

All material, originally prepared and delivered to the District will be the property of the District. This excludes any proprietary information, ideas, or other intellectual property.

4. Term of Agreement

The term of this agreement shall be valid and binding through June 30, 2020, unless the termination section of this agreement is invoked. This agreement applies to any/all securities issued by the District through the duration of this agreement.

5. Compensation

The compensation to KNN for ongoing financial advisory services, including any pre-election planning services, will be billed hourly and paid by the District in accordance with Exhibit B. The initial not-to-exceed amount is \$18,000 per year, unless a greater sum is approved by the District Board of Trustees. This amount reflects a not-to-exceed of \$15,000 per year for financial advisory services and a not-to-exceed amount of \$3,000 per year for out of pocket expenses. Such expenses include, but are not limited to, travel and administration costs, the expense of any outside copying costs, courier or delivery charges, conference call charges, and the costs of obtaining statistical data from outside sources.

Compensation for continuing disclosure services are not included within the not-to-exceed amount(s) listed above. Compensation for continuing disclosure services is based on the fee schedule as found in Exhibit B, to be invoiced and paid after the annual report has been submitted.

Compensation for Issuance of Securities

For services provided in conjunction with the issuance of securities or other debt instruments, including refinancings and/or refundings, the District and KNN will agree upon a transaction fee amount in advance of issuance. KNN will provide District with a fee proposal and fee explanation prior to the commencement of the financing/transaction. Such fees will be contingent upon the ultimate sale and delivery of municipal securities and will be payable from bond proceeds or other monies from the sale of the securities. Invoice for payment will be provided at closing of each financing. The number and type of financings pursuant to this agreement is not determined.

For expenses incurred related to the issuance of securities, the District and KNN will agree upon an appropriate not-to-exceed expense reimbursement amount at such time a fee amount is determined. Such expenses include, but are not limited to, travel and administration costs, the expense of any outside copying costs, courier or delivery charges, conference call charges, data information (fees for data information services such as TM3 and Bloomberg will be billed at \$550 per transaction), and processing services, and the costs of obtaining statistical data from outside sources, shall be paid by the District. Expenses related to the issuance of securities will be payable from bond proceeds or other monies from the sale of the securities.

6. Other Provisions

Insurance

KNN shall maintain in full force and effect, workers' compensation insurance, general liability and professional liability and errors and omissions insurance covering its employees at KNN's expense.

Indemnification

Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party, its officers, directors, employees, and affiliates (collectively, the "Indemnified Party") against any claims or actions arising out of any and all claims by third parties arising out of the performance or non-performance of the Indemnifying Party's obligations under this Contract, except to the extent attributable to the negligence or willful misconduct of the Indemnified Party; provided, however, that this indemnity shall not preclude the Indemnified Party's recovery of direct damages pursuant to the terms and subject to the limitations of this Contract.

7. Termination

Each party may terminate this agreement, with or without cause, at any time by giving the other party thirty (30) days written notice of termination. KNN may also resign from performing services upon written notice in the event that KNN has a conflict with professional regulations, standards or guidelines as required by Municipal Advisory rules and regulations.

In the event such termination of this agreement is less than 60 days prior to a financing transaction that KNN has provided consulting services, KNN shall be entitled to compensation for any work associated with the financing. KNN will submit an itemized invoice for services rendered within

thirty (30) days of the written notice of termination. District will review the invoice and pay any undisputed amounts due within thirty (30) days after receipt of said itemized invoice.

8. Conflicts of Interest

KNN Public Finance represents that in connection with the issuance of municipal securities, KNN Public Finance may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction. Consistent with the requirements of MSRB Rule G-42, KNN Public Finance hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding KNN Public Finance's ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair KNN Public Finance's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

If KNN Public Finance becomes aware of any additional potential or actual conflict of interest after this disclosure, KNN Public Finance will disclose the detailed information in writing to the Issuer in a timely manner.

9. Legal or Disciplinary Events

KNN Public Finance, LLC, has never been subject to any legal, disciplinary or regulatory actions nor was it ever subject to any legal, disciplinary or regulatory actions previously, when it was a division of Zions First National Bank or Zions Public Finance, Inc.

A regulatory action disclosure has been made on Form MA-I for one of KNN's municipal advisory personnel relating to a 1998 U.S. Securities and Exchange Commission ("SEC") order that was filed while the municipal advisor was employed with a prior firm, (not KNN Public Finance). The details of which are available in Item 9; C(1), C(2), C(4), C(5) and the corresponding regulatory action DRP section on Form MA and Item 6C; (1), (2), (4), (5) and the corresponding regulatory action DRP section on Form MA-I. Issuers may electronically access KNN Public Finance's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

The SEC permits certain items of information required on Form MA and Form MA-I to be provided by reference to such required information already filed on a regulatory system (e.g., FINRA CRD). The above noted regulatory action has been referenced on both Form MA and MA-I due to the information already filed on FINRA's CRD system and is publicly accessible through BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck information, the Municipal Advisor's CRD number is 4457537.

There has been no change to any legal or disciplinary event that has been disclosed on KNN Public Finance's original SEC registration Form MA filed on February 8, 2016 or Form MA-I's filed on January 22, 2016.

Marysville Joint Unified School District
August 14, 2018
Page 5

10. Notice to Parties

Notices to be given to parties named in this agreement shall be made in writing and delivered by United States Post Office, registered:

To The District

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

To the Financial Advisor

Blake Boehm
Managing Director
KNN Public Finance
1451 Quail Street, Suite 200
Newport Beach, CA 92660

The following signatures indicate acceptance of the responsibilities and services described in this contract:

ACCEPTED:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By _____
Mike Hodson, Assistant Superintendent of Business Services

Date _____

KNN PUBLIC FINANCE, LLC
a California limited liability company

By BB
Blake Boehm, Managing Director

Date 08/14/2018

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EXHIBIT A
Scope of Financial Advisory Services

A. Program Management.

1. *General Management.* Advise the District as it relates to all financing matters including decisions that need to be made and the actions that need to be taken related to the issuance of securities, structuring of bonds, the expenditure of bond proceeds, the levy and collection of taxes, and the repayment of bonds issued.
2. *Timing of Issues.* Advise as to the timing for each series of bonds to be sold based upon the District's historical and projected bond program expenditures, market interest rate environment, work schedules of the interested parties, and other factors.
3. *Sizing of Issues.* Advise as to the sizing of each series of bonds to be sold based upon District bond program needs, federal tax law limitations, state regulatory restrictions, targeted tax rates, goals of the bond program, and other matters.
4. *Structure of Issues.* Advise as to the repayment structure of each series of bonds to be sold based on targeted tax rates, impact on interest costs, prudent debt management practices, and other considerations.
5. *Ongoing Support.* Answer questions, attend meetings, and make presentations as appropriate to support the bond program.
6. *Monitor for Refundings.* Monitor interest rates and evaluate refunding opportunities for outstanding securities. Provide periodic updates to the District on the feasibility of refunding outstanding bonds.
7. *Evaluate Financing Alternatives.* Evaluate financing alternatives whether developed by KNN Public Finance, inquired about by the District, or presented to the District by a third party. Recommend financing alternatives to be pursued based on such evaluations.

B. Issuance of Securities.

1. *Coordination and Communication.* Attend all meetings and present materials in connection with any bond financing issues as requested by the District.
2. *Manage Financing Process.* Manage the financing process, on behalf of the District. In connection with each series of bonds sold, prepare a schedule of activities and monitor the schedule to ensure the financing is completed in a timely manner.
3. *Authorizing Documentation.* Provide bond counsel with all information necessary for their preparation of all appropriate authorizing documentation (including a resolution

prepared for District Board approval), and review and comment on such authorizing documentation prior to their approval.

4. *Financial Documentation.* Review the draft official statement prior to its approval by the governing board, prior to the posting of the preliminary official statement, and prior to the printing of the final official statement.
5. *Rating and Insurance Process.* Determine appropriate strategy for the rating and insurance process and perform all tasks necessary to implement such strategy. For an issue that requires a presentation to the rating agencies, work in conjunction with the District's underwriter and bond counsel to prepare a presentation booklet and prepare the appropriate District representatives to make such presentation and assist in presenting to insurance and rating agencies.
6. *Closing Documentation.* Provide bond counsel with all appropriate information necessary for their preparation of appropriate closing documentation, and review and comment on such documentation prior to District approval.
7. *Ongoing Responsibilities.* Review with the District certain ongoing responsibilities of the District in connection with the financing and assist in arranging for the provision of certain of ongoing services at the direct written request of the District.

C. Continuing Disclosure Services.

1. *Dissemination Agent for the District.* Prepare and file the District's Annual Report with the Municipal Securities Rulemaking Board ("MSRB") through the MSRB's Electronic Municipal Market Access system ("EMMA"), pursuant to the District's Continuing Disclosure Certificate for each General Obligation Bond or other financing obligations issued on or after July 3, 1995.
2. *The Dissemination Agent's Duties.*
 - a) determine the name and address of each Repository each year prior to the Annual Filing Date;
 - b) assist the Issuer with determining what is required to be included in the Annual Report and when it is due to the Repository;
 - c) provide a template of tables to complete, as list of data to provide and questions to be answered in preparing the Annual Report;
 - d) upon receipt, promptly file each Annual Report received under Section 2(a) with the Repository;
 - e) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the Repository;

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- f) upon receipt, promptly file the text of each disclosure to be made with the Repository together with a completed copy of the Event Notice Cover Sheet in the form attached as Exhibit C, describing the event by checking the applicable box when filing pursuant to the Notice Event Section contained in the Issuer's Continuing Disclosure Agreement(s) with respect to the Bonds;
 - g) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the KNN system, for so long as KNN is the Disclosure Dissemination Agent under this Agreement.
 - h) send quarterly material events questionnaires; and
 - i) maintain or cause to be maintained for at least five (5) years, a record of the Annual Report.
3. *Significant Events.* Should the District conclude that a "significant event" has occurred under the terms of an applicable Continuing Disclosure Certificate, file a report of that event with EMMA on behalf of the District.
4. *Annual Report Submission.* Certify to the District that the annual report was submitted as required to EMMA and provide the District with a copy of the annual report itself.

**Exhibit B
Compensation***

Non-Transaction FA Consulting Hourly Fees

The below hourly fees for ongoing financial advisory services, including pre-election planning services, are capped at \$15,000 per year.

Director	\$250
Vice President	\$225
Associate	\$200
Analyst	\$175

Annual Continuing Disclosure Filing Fee Schedule

Base Fee	\$3,000 for one series of bonds or certificates of participation.
Additional Fees	\$500 per additional series with a cap of \$5,000 including the Base Fee.
Event Notice Fees	\$500 per Event Notice filing

Annual Continuing Disclosure Reimbursable Expenses^Δ

California Municipal Statistics, Inc.	\$25 - \$75 Assessed Valuation, Secured Taxes and Delinquencies, and Tax Rates Report
	\$300 Top Taxpayer Report
	\$100 Assessed Valuation and Parcels by Land Use Report
	\$100 Per Parcel Assessed Valuation of Single-Family Homes Report

^ΔIf required by continuing disclosure certificate; fees subject to change due to third party rates.

*See Section 5, Compensation

**Solution Tree, Inc.
Purchase Agreement**

Effective July 24th, 2018 Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Mary Covillaud ("Customer") located at 628 F St. Marysville, CA 95901-5499 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Global PD Subscription (25 Video Library users @ \$89.95 ea.)	\$2,248.75
Total	\$2,248.75

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement plus any applicable taxes upon execution of this Agreement (the "Purchase Order Due Date"). All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
Global PD Subscription	\$2,248.75	Upon completion of setup

3. **Global PD Subscription:** Solution Tree grants Customer a limited, non-exclusive, non-transferable subscription for 25 users to access the Global PD Video Library via the website currently at <http://globalpd.com>, or by any other means on which the parties may agree, for one year beginning on the date of the first Global PD invoice (the "Subscription Term"). Customer's subscription will automatically renew for subsequent one year terms unless Customer notifies Solution Tree of its intent not to renew at least 30 days prior to the end of the then current Subscription Term. Customer will use Global PD in compliance with the Terms of Use located at <http://globalpd.com/terms-of-use> (the "Terms of Use"), which Solution Tree reserves the right to revise from time to time. In the event of a direct conflict between the terms of this Agreement and the terms of the Terms of Use, the terms of this Agreement will take precedence.

4. **General Terms**

- 4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.



- 4.2. Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.
- 4.3. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.
- 4.4. Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

Michael Hodson
Assistant Superintendent of Business Services

Date

Joan Brooks
Vice President, Sales
Solution Tree, Inc.

8-2-18
Date

Please email this Agreement to **Kashif Uddin** at **Kashif.Uddin@SolutionTree.com** or fax to 812.961.4696.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: Doug Escheman
Title: Principal
Phone: 530-741-1204
Email: descheman@mjud.com
Cell #: N/A
Fax: N/A

Who will receive and pay the invoices?

Contact: Kricia Ames
Title: Accounts Payable
Phone: 530-749-6112
Email: kames@mjud.com
Fax: N/A

Shipping Information (required for resource delivery)

Shipping Contact: N/A
Shipping Address: _____
City, State, Zip: _____
Phone: _____
Delivery Date: _____
Delivery Times: _____
Choose one: ☐ Do you have a Delivery Dock?
☐ Do you have double doors (for pallet)?
☐ Do you require inside delivery?