



CONTRACT SERVICES AGREEMENT
Health Services – Center for Hearing Health

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into on 12/11/18 (hereinafter, the “Effective Date”), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”) and Center for Hearing Health (hereinafter, “CONTRACTOR”). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 TERM: This Agreement shall have a term of **2018-2019 school year** commencing January 7, 2019

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **see Exhibit A.** (hereinafter, the “Approved Rate Schedule”).
- B. Section 1.3(A) notwithstanding, CONTRACTOR’s total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum up to Sixteen Thousand three Hundred DOLLARS AND NO CENTS (**\$16,300.00**) (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR’s performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR’s monthly compensation is a function of hours works by CONTRACTOR’s personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days

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

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

II. PERFORMANCE OF AGREEMENT

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

- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

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

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

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

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

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained

or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

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

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

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

IV. INDEMNIFICATION

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

4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

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

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

4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

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

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

- 6.4 **DRUG FREE WORKPLACE CERTIFICATION.** CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 **FALSE CLAIMS ACT.** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California Fals Claims Act, Government Code Section 12650 *et seq.*
- 6.6 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Center For Hearing Health
Representative, Norma Ramirez
2945 Bell Rd. #122
Auburn CA 95603

Phone: 530-888-9977

Fax: 530-888-1177

Email: norma@hearttolearn.com

DISTRICT:

Jessica Guth-Director of Program Services
Marysville Joint Unified School District

1919 B Street
Marysville, CA 95901

Phone: 749-6171

Fax: 742-0573

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:

By: _____
Mike Hodson
Assistant Superintendent of Business Services

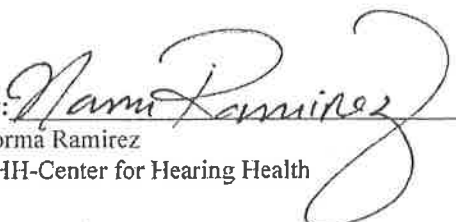
By: 
Norma Ramirez
CHH-Center for Hearing Health

Exhibit A

Scope of Work

MJUSD is required to provide hearing and vision screening and report the results annually to around 5,000 students. Center for Hearing Health will provide mandated hearing screenings for grades K, 2, 5, 8, 10, and all special education students. Fully compliant tests are administered by a Certified School Audiometrist or Licensed Audiologist in accordance with SECTION 2591 of the CALIFORNIA ADMINISTRATIVE CODE, TITLE 17. A summary report totaling each category of screening and an audiometric record for each student who failed or could not condition (CNC) will be presented to each school upon completion of the schedule of each site visit.

Center for Hearing Health, Inc., hereinafter known as "CHH" agrees to provide California Education Code hearing screening tests on mutually agreeable date(s), time(s), and site(s) for the students of hereinafter known as "School, The School, or Schools."

Marysville Joint Unified School District

School District or School Name

- 1) CHH simultaneously administers individual hearing screening tests for groups of eight students utilizing specially designed vehicles.
- 2) Screenings are administered for students in grades K or 1, 2, 5, 8, 10, preschool and Special Education. Pre-school and Special Education students, unable to respond in group screening, are individually tested at a separate fee as noted in the Contract Rate.
- 3) Fully compliant tests are administered by a Certified School Audiometrist or Licensed Audiologist in accordance with SECTION 2951 of the CALIFORNIA ADMINISTRATIVE CODE, TITLE 17.
- 4) The initial screening test is a pass/fail in response to a 25 decibel pure tone at 1000Hz, 2000Hz and 4000Hz. Students who fail the initial screening are further tested to record individual thresholds at 500Hz, 1000Hz, 2000Hz, and 4000Hz. Post follow-up (2-6 weeks) audiograms and parental notification will be the responsibility of The School.
- 5) A summary report totaling each category of screening and an audiometric record for each student who Failed or Could Not Condition (CNC) will be presented to each School upon completion of the schedule at each site.
- 6) It is the responsibility of The School to exclude participation of students who have corrective devices (e.g. hearing aids, cochlear implants) and students whose parents or guardians have filed a written statement with regard to Education Code, section 49451.
- 7) Employees of CHH are duly licensed by all applicable Local, State and Federal agencies to provide the services referred to herein and have complied with all laws and regulations to which employees of CHH are required to comply.
- 8) Employees of CHH who are in contact with students while providing the services referred to herein are subject to a criminal background check through the State of California Justice Department fingerprint program (CA Ed Code Section 45125.1) and it has been verified that these employees have not been convicted of a violent or serious felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c).
- 9) The School and CHH shall maintain confidentiality of student records and information, in accordance with federal and state law, to include the Family Educational Rights and Privacy Act (FERPA), the California Education Code HIPAA and the Welfare and Institutions Code governing confidentiality. The discussion, transmission, or narration (in any form) of student information is forbidden except as permitted by law. This includes candid discussion between CHH employees and school personnel, including parent volunteers and teachers.

Contract rate per site (whichever is greater): \$525.00 up to 120 tests; \$2.90 each over 120 tests
or \$85.00 per hour from time of arrival until time of departure.

Individual tests: \$7.50 each, i.e., Pre-school; Special Ed

Terms: Net 10 Days - Tax ID: 942722490 - School Dist. PO # _____

(If applicable; not required)

School Superintendent/Designee

Date

Norma G. Ramirez

5/01/2018

Center for Hearing Health

Date

Asst. Supt. of Business Services

- Return signed Service Agreement to CHH (mail, fax, or email); Retain copy
- Invoice presented upon completion or weekly for services extending beyond five days

2945 Bell Rd. #122 - Auburn CA 95603 / Ph: 530-888-9977 Fax: 530-888-1177
chh@HearToLearn.com / www.HearToLearn.com

Includes Purchase Orders dated 11/01/2018 - 12/01/2018

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P19-02016	TROXELL COMMUNICATIONS INC	TV Mount	01-4300-0004	138.56
Location Accounting (104A)				
P19-01718	HOME DEPOT	Fiscal	01-4300-0000	385.03
Location Accounting/Payroll (103)				
P19-01987	OFFICE OF PUBLIC SCHOOL CONSTRUCTION / DGS	Repayment of DTSC Fees	23-6223-9010	45,444.06
Location After School Program (107)				
P19-02062	S & S WORLDWIDE	Cedar Lane STARS/ TESH	01-4300-6010	123.19
Location Arboga Elementary (01)				
P19-02006	AMAZON.COM	Student Files/Office	01-4300-1100	401.26
P19-02007	AMAZON.COM	Classroom Supplies	01-4300-1100	47.13
P19-02028	AMAZON.COM	ELMO CORDS for classrooms	01-4300-3010	51.09
P19-02059	PERMA BOUND	Permabound/WEST	01-4200-0003	4,129.73
P19-02063	GENERAL BINDING CORP	Laminator Service Agreement	01-5621-1100	508.89
P19-02074	AMAZON.COM	Enrichment WIN/HANSEN Rm 4	01-4300-3010	21.67
P19-02075	GOVCONNECTION, INC.	Epson Lamp for 685W Projector	01-4300-3010	172.70
			Total Location	5,332.47
Location Business Services (106)				
P19-01981	OLIVEHURST PUBLIC UTILITY DIST	ADA Sewer 2018-2019	01-5530-0000	55,000.00
P19-02003	THREE RIVERS LEVEE IMPROVEMENT AUTHORITY-C/O SCI CON	Flood and Levee Control Assessment 2018-2019	01-5890-0000	7,645.60
P19-02069	CDW-G COMPUTER CENTER	Mini PC Stand	01-4300-0000	64.95
			Total Location	62,710.55
Location Categorical (203)				
P19-01946	Brustein & Manasevit, PLLC	Materials for Program	01-4300-3010	47.22
P19-02073	OFFICE DEPOT B S D	materials for program	01-4300-0003	22.69
			Total Location	69.91
Location Cedar Lane Elementary (05)				
P19-01947	Waterford Research Institute	Waterford Student License	01-5801-0003	225.84
P19-01991	KEEP BOOKS	1st grade	01-4300-0004	3,036.41

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Cedar Lane Elementary (05) (continued)				
P19-01992	PRO-ED	Pro-ed	01-4200-0004	421.09
P19-01995	Raptor Technologies, LLC	Raptor	01-4300-1100	216.50
P19-02014	PRO-ED	Pro-ed	01-4300-0004	489.56
P19-02029	WAL-MART COMMUNITY BRC	Special Ed Supplies / Burke	01-4300-6500	600.00
Total Location				4,989.40
Location Charter Academy For Fine Arts (42)				
P19-01930	AMAZON.COM	Supplies - Martial Arts	09-4300-1100	218.49
P19-01940	CITY OF MARYSVILLE RECREATION DEPT	Entry Fee	09-5890-0000	25.00
P19-02027	PRO SOUND & STAGE	Truss	09-4300-9010	925.39
P19-02039	AMAZON.COM	Supplies - Dance	09-4300-0000	93.03
P19-02044	Herff Jones of Northern CA	Supplies - Graduation	09-4300-0000	722.90
P19-02049	AMAZON.COM	Math Printer	09-4300-1100	410.27
P19-02051	California Charter Schools	Membership Dues	09-5310-0000	3,820.00
P19-02058	J's Party Rentals & Decor	Chair Rental	09-5630-0000	165.00
P19-02066	AMAZON.COM	Supplies - Yearbook	09-4300-1100	58.75
P19-02104	DALE R. FOX	Tuning	09-5890-0000	190.00
Total Location				6,628.83
Location Child Development (51)				
P19-01911	Juliana Roura Ganitoen	Workshops	12-5801-6105	700.00
P19-01912	AMAZON.COM	Olivehurst Pre Supplies Rm C Heidi Oliver	12-4300-6105	2,721.38
P19-01929	Laura A. Fish	KWoods Professional Development	12-5801-6105	3,253.00
P19-01931	AMAZON.COM	Arboga Pre Supplies - Rm A Maribel Garcia	12-4300-6105	56.86
P19-01950	THE TREE HOUSE	Toner	12-4300-6105	682.84
P19-01960	NWN CORPORATION	HP M402dne Printer	12-4300-6105	176.65
P19-01996	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kynoch Pre Supplies Carmen Mota	12-4300-6105	541.19
P19-02018	AMAZON.COM	Olivehurst Pre Supplies Rm B	12-4300-6105	32.45
P19-02055	AMAZON.COM	DO Preschool Supplies	12-4300-6105	216.61
P19-02095	AMAZON.COM	Yuba Feather Pre Supplies Rhonda Lococo	12-4300-6105	46.52
P19-02096	AMAZON.COM	Covillaud Pre C Supplies Becky D Agostini	12-4300-6105	28.12
Total Location				8,455.62

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Community Day School (54)				
P19-02067	AMAZON.COM	Per Mr. Gray - Chairs for Mini Grant	01-4300-9010	519.51
Location Cordua Elementary (07)				
P19-01907	AMAZON.COM	Cordua Lottery	01-4300-1100	173.19
P19-01935	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Cordua Title 1- Lakeshore Learning	01-4300-3010	173.10
P19-02005	NATIONAL GEOGRAPHIC SOCIETY	CORDUA - TITLE 1	01-4300-3010	75.00
Total Location				421.29
Location Custodial Supervisor (206)				
P19-02057	J.C. NELSON SUPPLY COMPANY	Custodial Supplies	01-4320-0000	114.20
P19-02079	ULINE.COM	Tilt Truck Wheels	01-4320-0000	593.49
Total Location				707.69
Location Dobbins Elementary (11)				
P19-01928	PLANK ROAD PUBLISHING, INC	Winter Program	01-4300-1100	81.53
Location Ella Elementary (13)				
P19-02056	WAL-MART COMMUNITY BRC	Classroom first aid mini kit	01-4300-1100	400.00
P19-02086	WAL-MART COMMUNITY BRC	Library Deco	01-4300-1100	100.00
P19-02093	WAL-MART COMMUNITY BRC	Parent Participation	01-4300-1100	400.00
Total Location				900.00
Location Facilities (66)				
P19-01915	Holdrege & Kull	Facilities/Edgewater Modular #8195	25-6222-0000	4,600.00
Location Foothill Intermediate (35)				
P19-01933	AMAZON.COM	FHS Athletics	01-4300-0004	265.46
P19-01937	YUBA FEATHER PTSA	FHS - Shady Creek Reimbursement	01-5890-9010	200.00
P19-01963	GOVCONNECTION, INC.	FHS - Projector Bulbs	01-4300-3010	260.64
P19-01970	CDW-G COMPUTER CENTER	HP M227fdw Printer	01-4300-3010	223.00
P19-02047	AMAZON.COM	FHS - Fine Arts	01-4300-3010	331.86
Total Location				1,280.96
Location Grounds (65)				
P19-02046	TWIN CITIES TREE SERVICE	Grounds/Kynoch	01-5801-0000	795.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Grounds (65) (continued)				
P19-02080	RIEBES AUTO SUPPLY	Grounds	01-4300-0000	31.01
			Total Location	826.01
Location Health/Nurse (205)				
P19-01932	Medasend Biomedical, Inc.	Medical Waste Services	01-5801-0000	506.99
Location Instruction (IMC) (110)				
P19-01918	CDW-G COMPUTER CENTER	Monitor	01-4300-0000	175.67
P19-01997	AMAZON.COM	Cable for Adriana	01-4300-0000	21.10
P19-02060	FOUNDATION FOR ED ADMIN	ACSA Sac leadership Coaching Program for Jess Guth	01-5801-4035	2,500.00
			Total Location	2,696.77
Location Johnson Park Elementary (15)				
P19-01926	AMAZON.COM	Drop box	01-4300-0004	17.31
P19-01972	AMAZON.COM	Casey Bruner	01-4300-3010	15.37
P19-02002	Athetics Unlimited	Shirts for Staff	01-4300-0004	987.38
P19-02017	THE TREE HOUSE	Toner	01-4300-0003	2,822.40
P19-02037	AssetGenie, Inc., dba AG iRepair	Chromebook Palmrests	01-4300-0003	269.33
			Total Location	4,111.79
Location Kynoch Elementary (17)				
P19-01887	AMAZON.COM	Radio Earpieces	01-4300-1100	77.72
P19-01920	AMAZON.COM	OFFICE, PENS FOR MR. PRESTON	01-4300-0000	12.74
			01-4300-1100	11.45
P19-01938	RAYMOND GEDDES & CO INC	LIBRARY ORDER FROM GEDDES	01-4300-9010	104.56
P19-01984	PROJECT WISDOM	RENEW PROJECT WISDOM	01-5801-0004	299.00
P19-01986	AMAZON.COM	RM 25, ART PAPER	01-5890-9010	50.08
P19-02054	Center Stage Dance Studio	1st gr and room 14 NUTCRACKER SHOW	01-5890-9010	795.00
			Total Location	1,350.55
Location Linda Elementary (19)				
P19-01903	FIRST BOOK ATTN: FBMP PAYMENTS	Library Books	01-4200-0003	1,015.43
P19-02012	Raptor Technologies, LLC	Visitor Badges	01-4300-1100	108.25
P19-02072	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS	Shady Creek 80 students first installment	01-5890-9010	10,000.00
P19-02085	AMAZON.COM	Toner	01-4300-0003	94.13

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43)				11,217.81
P19-01022	TROXELL COMMUNICATIONS INC	Media Tech Software / Perkins	01-5801-3550	995.00
P19-01902	AMAZON.COM	Classroom Supplies/Levitt	01-4300-0004	368.29
P19-01904	WOODWIND AND BRASSWIND	Classroom Supplies/Sleigh Garcia	01-4300-0004	252.49
P19-01905	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Office Blinds	01-4300-0000	200.00
P19-01909	SAM'S CLUB DIRECT	Television	01-4410-0000	525.52
P19-01910	WENGER CORPORATION	Classroom Supplies/Sleigh Garcia	01-4300-0004	984.91
P19-01921	CDW-G COMPUTER CENTER	Acrobat Pro 2017	01-5801-0000	401.65
P19-01922	SCHOOL SPECIALTY	Athletic Trainer	01-4300-0000	783.07
P19-01923	NEWTON SAW & TOOL INC	Woodshop	01-4410-0000	611.19
P19-01982	Jeffrey Stevens	Piano Tuning	01-4300-0004	150.00
P19-01993	Sysco Sacramento, Inc.	Classroom Supplies/Culinary	01-5801-0000	450.00
P19-01994	Sysco Sacramento, Inc.	Classroom Supplies/Culinary	01-4410-7338	4,850.68
P19-02023	UNITED RENTALS	Athletics Rentals	01-4300-7338	1,098.06
P19-02024	Rocktape, Inc.	Trainer Supplies	01-4410-7338	1,861.14
P19-02026	Western Pacific Mechanical Svc	Floral Cooler Repairs	01-5630-0000	158.24
P19-02036	AMAZON.COM	Athletic Trainer Flooring	01-4300-0000	317.44
P19-02038	Bi-County Ambulance Service	Football 10/12 Game	01-5641-0000	538.39
P19-02050	Rogue Fitness	Athletic Trainer	01-4300-0004	90.89
P19-02064	WAL-MART COMMUNITY BRC	Culinary Supplies	01-5801-0000	425.00
P19-02065	CASH & CARRY	Culinary Supplies	01-4300-0000	20,372.20
P19-02092	JORGENSEN SPORTS SERVICE	Winter Sports Officials	01-4410-0000	723.98
P19-02094	MISSION LINEN & UNIFORM	Mats	01-4300-9010	300.00
P19-02103	Western Pacific Mechanical Svc	Floral Cooler Repairs	01-4300-9010	800.00
P19-02107	MeTEOR Education	Table	01-5801-0000	11,786.00
P19-02108	AMAZON.COM	Classroom Supplies/Technology	01-4300-0000	1,838.53
			01-5641-0000	523.30
			01-4410-0000	544.97
			01-4300-0003	119.53

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Loma Rica Elementary (21)				Total Location 52,070.47
P19-01917	Complete Book and Media Supply	Library Books	01-4200-3010	141.20
P19-01939	LEARNING WITHOUT TEARS	Keyboarding Program - See Attached Quote	01-4300-3010	471.16
P19-01962	TROXELL COMMUNICATIONS INC	Projector with Mount	01-4410-0003	1,212.40
P19-01988	AMAZON.COM	PBIS Supplies	01-4300-0003	25.96
P19-02098	AMAZON.COM	Classroom Supplies	01-4300-1100	74.30
P19-02099	AMAZON.COM	Flag Topper	01-4300-1100	21.52
P19-02110	AMAZON.COM	Technology Supplies	01-4300-0004	51.90
Total Location				1,998.44
Location Maintenance (63)				
P19-01948	KELCO FASTENERS & TOOL REPAIR	Maintenance	01-4300-8150	1,500.00
P19-01989	SIEMENS BUILDING TECHNOLOGIES	Maintenance/MMcCall	01-4300-8150	955.31
P19-01990	CAL-WEST CONCRETE CUTTING, INC	Maintenance/Yuba Gardens	01-5801-8150	765.00
P19-02008	VOLTAGE SPECIALISTS	Maintenance/Yuba Feather	01-5801-8150	1,905.00
P19-02009	AMAZON.COM	Maintenance/DHuett	01-4300-8150	18.94
P19-02081	All Superior Custom Painting	Maintenance/Cordua Cafeteria	01-5801-8150	8,500.00
P19-02082	Lincoln Aquatics	Maintenance/MHS Pool	01-4300-8150	264.89
Total Location				13,909.14
Location Marysville High (45)				
P19-01900	AMAZON.COM	Animation Supplies	01-4300-0004	963.65
P19-01919	NWN CORPORATION	HP M402dne Printer	01-4300-3010	529.96
P19-01927	SOLUTION TREE	Global PD Videos	01-5801-3010	89.95
P19-01936	Samuel Simon	Camille Freel Scholarship	73-7299-9020	600.00
P19-01975	CDW-G COMPUTER CENTER	Admin Computers	01-4410-0000	9,718.97
P19-01976	CALIFORNIA ASSN FFA Attn: Jennifer Stockton	CTE AGRI/FARRAH	01-4300-7010	2,227.00
P19-01978	TROXELL COMMUNICATIONS INC	42 Unit Chromebook Carts	01-4410-3010	1,434.31
P19-01979	CDW-G COMPUTER CENTER	Technology Equipment	01-4300-3010	388.19
P19-01983	HOME DEPOT	CTE MHS Agri Farrah	01-4410-3010	7,378.31
P19-01985	CAROLINA BIOLOGICAL SUPPLY CO	Science Supplies	01-4300-7010	536.10
			01-4300-3010	492.54

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P19-02000	Payless Building Supply	Open PO Wood	01-4300-0004	800.00
P19-02001	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-3010	10,979.60
P19-02041	CITY OF MARYSVILLE/POLICE DEPT - ATTN: SHANNON JACOBSE MHS Security		01-5801-0000	1,005.31
P19-02042	Courthouse Cafe	PD Lunch 10/3/18	01-4300-0000	38.75
P19-02045	Courthouse Cafe	PD Lunch 10/4/18	01-4300-0000	130.39
P19-02048	AMAZON.COM	Animation Supplies	01-4300-0004	42.66
P19-02070	360 Fitness LLC	Weight Room Equipment	01-4300-0000	1,471.66
			01-4300-9010	1,471.66
P19-02071	BSN SPORTS	Weight Room Equipment	01-4300-0000	141.55
			01-4300-9010	141.56
P19-02097	SAM'S CLUB DIRECT	Coffee Urns/student incentives	01-4300-0000	170.99
			Total Location	40,753.11
Location McKenney Intermediate (37)				
P19-01934	RISO PRODUCTS OF SACRAMENTO	MCKENNEY / SUPPLIES	01-4300-0004	606.74
P19-01964	SCHOOL SPECIALTY	Secretary Chairs	01-4300-1100	696.05
P19-02083	AMAZON.COM	OFFICE	01-4300-1100	37.34
P19-02109	AMAZON.COM	GREMINGER	01-4300-1100	115.08
			Total Location	1,455.21
Location Nutrition Services (73)				
P19-01899	Crown Distributing	Direct Order for Warehouse Inventory	13-9326-5310	161.20
P19-01916	Shirts Unlimited	Shirts/Aprons/Hats	13-4300-5310	1,448.13
P19-01942	Bell Tasty Foods Inc.	Direct Order for Warehouse Inventory	13-9325-5310	6,084.00
P19-01943	Fat Cat Scones	Direct Order for Warehouse Inventory	13-9325-5310	5,008.80
P19-01951	CDW-G COMPUTER CENTER	Admin CPUs and Monitors	13-4300-5310	1,033.06
P19-01952	Tek Visions	12 Point of Sale (POS) Stations	13-4410-5310	6,235.21
P19-01953	Heartland School Solutions	10 each Pin Pad Optical Scanners	13-4410-5310	12,985.05
P19-01954	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	SNP Allocation del 12/3/18 thru 1/31/19	13-4300-5310	3,156.78
			13-4716-5310	498.75
			13-9325-5310	1,356.60
P19-01955	GOODMAN FOODS	Direct Order for Warehouse Inventory	13-9325-5310	8,126.26

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

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Includes Purchase Orders dated 11/01/2018 - 12/01/2018

Board Meeting Date December 11, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P19-01956	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	852.00
P19-01957	THE TREE HOUSE	Toner	13-4300-5310	907.46
P19-01968	PILGRIM'S PRIDE CORPORATION	Direct Order for Warehouse Inventory	13-9325-5310	9,085.44
P19-01998	LAND O'LAKES, INC	Direct Order for Warehouse Inventory	13-9325-5310	4,560.68
P19-01999	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9326-5310	5,192.80
P19-02040	NWN CORPORATION	HP M402dne Printer	13-4300-5310	353.31
P19-02087	Crown Distributing	Direct Order for Warehouse Inventory	13-9326-5310	1,779.30
P19-02088	BUENA VISTA FOOD PRODUCTS	Direct Order for Warehouse Inventory	13-9325-5310	11,230.00
P19-02089	GOODMAN FOODS DBA: DON LEE FARMS	Direct Order for Warehouse Inventory	13-9325-5310	9,431.86
P19-02090	Trade Supplies, Inc.	Direct Order for Warehouse Inventory	13-9326-5310	1,864.05
P19-02091	WAWONA FROZEN FOODS	Direct Order for Warehouse Inventory	13-9325-5310	2,431.32
P19-02100	Rich Chicks, LLC	Direct Order for Warehouse Inventory	13-9325-5310	12,155.20
P19-02101	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9325-5310	807.92
			13-9326-5310	2,926.39
Total Location				109,671.57
Location Olivehurst Elementary (25)				
P19-01894	GREENFIELD LEARNING, INC MULTIMEDIA SYSTEMS FOR TRAIN.	Greenfield Learning Lexia	01-5801-0003	2,000.00
P19-01906	HANDWRITING WITHOUT TEARS	Classroom Supplies	01-4300-0003	1,411.51
P19-01958	Raptor Technologies, LLC	Raptor Badges	01-4300-1100	108.25
P19-01977	BAD WOLF PRESS	Music Supplies	01-4300-0004	53.16
P19-01980	WEST MUSIC	Music Supplies	01-4300-0004	102.98
			01-4410-0004	1,445.84
P19-02076	AMAZON.COM	Awards	01-4300-0004	367.37
P19-02077	SWIS	SWIS	01-5801-0003	291.67
Total Location				5,780.78
Location Print Shop (67)				
P19-02035	THE TREE HOUSE	Ink and Maintenance Cartridges for Z6800 Printer	01-4300-0000	2,282.51
Location Pupil Services (202)				
P19-01945	AMAZON.COM	Office Supplies	01-4300-0000	92.97

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Includes Purchase Orders dated 11/01/2018 - 12/01/2018

Board Meeting Date December 11, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Pupil Services (202) (continued)				
P19-01959	PRO-ED	Speech - Nicole M	01-4300-6500	106.43
P19-01961	PEARSON CUSTOMER SERVICE	Speech Protocols	01-4300-6500	173.88
P19-02020	CDW-G COMPUTER CENTER	Laptop	01-4410-0000	990.85
P19-02021	WESTERN PSYCHOLOGICAL CORP	Psych Protocols	01-4300-0000	899.02
P19-02025	MULTI HEALTH SYSTEMS, INC	Psych Protocols	01-4300-0000	1,056.71
Total Location				3,319.86
Location Purchasing (104)				
P19-02068	LIBERTY FLAGS INC	D.O. Flags	01-4300-0000	149.39
Location South Lindhurst (47)				
P19-02013	SOCIAL STUDIES SCHOOL SERVICE	Social Studies P17-03414	01-4300-1100	59.28
Location Student Discipline/Attendance (109)				
P19-01967	CENTER FOR EDUCATION AND EMPLOYMENT LAW	Legal Notes for Education	01-5801-0000	159.00
P19-01971	CENTER FOR EDUCATION AND EMPLOYMENT LAW	Deskbook Encyclopedia of American School Law	01-4300-0000	167.73
Total Location				326.73
Location Technology (102)				
P19-01965	AMAZON.COM	Board Room Supplies	01-4300-0000	126.54
P19-01966	AMAZON.COM	Board Room Chair	01-4300-0000	43.29
P19-01969	ESCAPE TECHNOLOGY	Custom Development	01-5801-0000	375.00
P19-01973	AMAZON.COM	Office Supplies	01-4300-0000	16.23
P19-01974	SOLARWINDS	Solar Winds Renewal 2019	01-5801-0000	2,365.00
P19-02010	AMAZON.COM	Office Supplies	01-4300-0000	112.69
P19-02015	CDW-G COMPUTER CENTER	Network Equipment	01-4410-0000	517.11
P19-02043	SECURE CONTENT SOLUTIONS ATTN- ACCTS RECEIVABLE	Sophos Renewal (11-28-2018 - 11-28-2021)	01-5801-0000	61,600.02
Total Location				65,155.88
Location Transportation (69)				
P19-01908	AMAZON.COM	Chair Mats	01-4300-0230	181.10
P19-02061	HARVEY & SONGER	TRANSPORTATION	01-5451-0000	252.50
P19-02102	MARIN PAINTING	Repairs on Bus 97	01-5451-0000	4,830.24
P19-02105	MARIN PAINTING	Repairs on Bus S-16	01-5641-0230	2,677.85

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Includes Purchase Orders dated 11/01/2018 - 12/01/2018

Board Meeting Date December 11, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Transportation (69) (continued)				
P19-02106	MARIN PAINTING	Repairs on Bus 43	01-5641-0230	994.30
Total Location				8,935.99
Location Warehouse (71)				
P19-02019	GENERAL BINDING CORP	Warehouse Stock 18-19 S.Y.	01-9320-0000	2,123.87
Location Yuba Feather K-6 (29)				
P19-02030	PLANK ROAD PUBLISHING, INC	Music Supplies	01-4300-0004	90.16
P19-02052	AMAZON.COM	Boomwhackers	01-4300-0004	105.81
P19-02084	AMAZON.COM	Cables	01-4300-0004	43.46
Total Location				239.43
Location Yuba Gardens Intermediate (39)				
P19-01901	ULINE.COM	CUSTODIAN	01-4300-1100	416.10
P19-01913	Pearson Education	MULTI TEACHERS	01-4100-3010	399.80
P19-01914	Princeton Health Press	MURRAY/GATES	01-4300-0003	147.81
P19-01924	MobyMax	YLST/GATES	01-5801-0003	1,995.00
P19-01925	CLOSE LUMBER	ROE/GATES	01-4300-0003	236.58
P19-01949	GREAT LAKES SPORTS	YLST/GATES	01-4300-1100	237.02
P19-02004	AMAZON.COM	BOEK/GATES	01-4300-1100	103.57
P19-02011	J.W. PEPPER & SON, INC	STEWART/GATES	01-4300-0003	302.61
P19-02022	Really Good Stuff, LLC	BERRUN/GATES	01-4300-0003	240.46
P19-02031	AMAZON.COM	Calculators / Jones	01-4300-0003	259.15
P19-02032	AMAZON.COM	Classroom Supplies / Kent	01-4300-0003	142.24
P19-02033	AMAZON.COM	Books / Bowman	01-4300-3010	359.35
P19-02034	AMAZON.COM	Books	01-4300-0003	53.37
P19-02053	MUSICIAN'S FRIEND	STEWART/GATES	01-4300-0003	602.04
Total Location				5,495.10
Total Number of POs				213
Total				477,225.28

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Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	167	301,825.20
09	Chtr Schs	10	6,628.83
12	Child Dev	11	8,455.62
13	Cafeteria	22	109,671.57
23	MJ G BND9P	1	45,444.06
25	Cap Fac	1	4,600.00
73	Fndn Priv	1	600.00
Total			477,225.28

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P19-00135	3,500.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P19-00189	4,500.00	01-4364	Gen Fund/Tools/Part	1,903.71
P19-00198	12,000.00	01-5641	Gen Fund/Equip Repa	2,951.56
P19-00203	2,500.00	01-4364	Gen Fund/Tools/Part	1,000.00
P19-00211	40,000.00	01-5641	Gen Fund/Equip Repa	19,250.00
P19-00227	8,832.30	01-5801	Gen Fund/Contracts	8,832.30-
P19-00275	3,000.00	01-4300	Gen Fund/Mat&Suppli	2,000.00
P19-00317	6,800.00	01-4300	Gen Fund/Mat&Suppli	1,179.33
P19-00353	55,000.00	01-5910	Gen Fund/Postage	20,000.00
P19-00531	25,233.53	01-5641	Gen Fund/Equip Repa	1,897.02
P19-00637	3,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P19-00715	1,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P19-01066	1,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P19-01123	800.00	01-4300	Gen Fund/Mat&Suppli	200.00
P19-01196	1,189.47	01-4300	Gen Fund/Mat&Suppli	193.76
P19-01223	993.00	01-4300	Gen Fund/Mat&Suppli	393.00
P19-01256	95,050.00	01-5100	Gen Fund/SERVICES	28,260.00
P19-01425	178,529.24	13-4716	Cafeteria/Produce	163,553.74
P19-01827	1,817.69	01-4300	Gen Fund/Mat&Suppli	38.06
P19-01883	32.46	01-4300	Gen Fund/Mat&Suppli	35.72-
Total PO Changes				<u>236,952.16</u>

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INSPECTION SERVICES

PROJECT 8159-Marysville High School: Ag Mechanics Modernization Project

This agreement is made and entered into on this **11th day of December, 2018**, by and between the **Marysville Joint Unified School District** hereinafter referred to as "DISTRICT", and **Jack Campbell** referred to as "INSPECTOR".

WITNESSETH:

WHEREAS, DISTRICT is causing general construction, repairs and/or replacement to be constructed on DISTRICT property in Yuba County, State of California; and

WHEREAS, INSPECTOR is fully licensed and authorized by the State of California to provide inspections on school buildings, portable school buildings, and other structures.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, IT is AGREED by and between the parties hereto as follows:

1.0. Scope of Work

DISTRICT hereby hires INSPECTOR as an independent contractor to perform inspection services on DISTRICT project(s). Such services shall include, but shall not be limited to:

1.1. Specifications

Inspection of the work during construction to assure that all work is done in accordance with the approved plans and specifications and applicable federal, state, and local building codes.

1.2. Log

The maintenance of a detailed daily inspection log.

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1.3. Certification

The certification of work completed and in progress, by the contractor, including material and equipment on or off site for pay request verification purposes.

1.4. Other

Such other services as may be designated by the DISTRICT.

2.0. Term

The term of this agreement shall commence on the date the District determines inspection services are necessary, and shall continue until the District determines inspection services are no longer required.

3.1. Rate

DISTRICT shall compensate INSPECTOR at the rate of:

\$70.00 per hour for DSA Class I;
\$65.00 per hour for DSA Class II;
\$60.00 per hour for DSA Class III & IV

for all time worked during normal working hours, Monday through Friday up to eight (8) hours per day. Hours worked in excess of eight (8) hours per day, forty (40) hours per week, and on Saturdays shall be compensated at the rate of 1.5 times the hourly rate stated above. All hours worked on Sundays and holidays shall be compensated at the rate of 2.0 times the hourly rate stated above. All overtime work shall be authorized in advance by the DISTRICT Assistant Superintendent, Business Services or designee.

The total fees (including reimbursable expenses) not-to-exceed: **\$ 48,600.00**

3.2. Reimbursable Expenses

DISTRICT shall reimburse INSPECTOR for necessary out of pocket expenses, i.e., plan reproductions, long distance telephone calls, and/or film and development costs used for provided services.

3.3. Time Sheets and Payment

INSPECTOR shall submit monthly invoices at the end of each month identifying regular time, overtime, mileage log and receipts for out of pocket expenses. Payment shall be made in full by DISTRICT to INSPECTOR within thirty (30) working days after approval by the District Business Office.

4.0. Records

INSPECTOR shall maintain at all times complete detailed records and an inspection log with regard to the services performed under this agreement. The records shall be the property of the DISTRICT.

5.0. Non-assignability

This agreement and the rights and duties hereunder shall not be assigned in whole or in part without written consent of the DISTRICT.

6.0. Insurance

INSPECTOR shall provide any required insurance at his/her own expense.

7.0 Fingerprint Certification

INSPECTOR will maintain compliance at all times with Education Code Section 45125.2.

This agreement may be canceled by the DISTRICT or the INSPECTOR upon the giving of thirty (30) calendar days advance written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation, the INSPECTOR shall be paid for all services performed up to the date of the cancellation.

IN WITNESS WHEREOF, this agreement has been executed on the day, month, and year first above written.

For "DISTRICT":

Michael Hodson, Assistant Superintendent, Business Services

Date

'INSPECTOR'

Jack Campbell Class III & IV DSA Inspector

11-14-18
Date

Jack E. Campbell Inspection Services

PO Box 569

El Dorado, Ca. 95623

916-532-2039

jcampbell@directcon.net

Proposal

Inspection Services for **8159-Marysville High School Ag Mechanics Modernization Project**

Scope of work will include all inspections, daily reports, attendance at weekly meetings and necessary closeout documents.

\$70.00 per hour for DSA Class I

Contract amount to be \$48,600.00

Regards,

A handwritten signature in black ink, appearing to be 'Jack E. Campbell', written over a horizontal line.

Jack E. Campbell

4. CONTRACT

This Contract ("Contract") is made by and between the Marysville Joint Unified School District ("District"), and Wayne Neault Construction, Inc. ("Contractor").

District and Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, materials, equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete all work required for the following project ("Project") in full conformance with the Contract Documents: Marysville High School: South Auditorium Modernization.

2. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Forms, the required Bonds and the Insurance forms, the Notice to Bidders, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions and any special conditions, the Specifications, and Specifications.

3. Compensation

As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of Two Hundred Ninety-Five Thousand Three Hundred Five and no/cents Dollars (\$295,305.00), which shall be paid to the Contractor according to the Contract Documents.

4. Prevailing Wages

This Project is a public works project subject to prevailing wage requirements and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with Labor Code § 1770 et seq.

5. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the Contractor shall fully complete all the work before the expiration of 204 calendar days from the starting date. Time is of the essence in the performance of this Contract.

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Business Services Department

Approval: 

Date: 11/30/18

6. Liquidated Damages

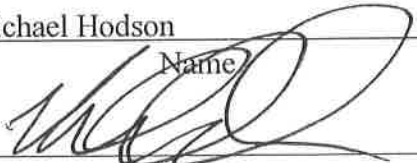
Liquidated damages for the Contractor's failure to complete the Contract within the time fixed for completion are established in the amount of \$500.00 per calendar day.

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Michael Hodson

Name


Signature

Assistant Superintendent Business Services

Title

11/13/18

Date

Wayne Neault Construction, Inc.

Contractor Name

License 653087 exp. 10/31/2020

Contractor License No. and Expiration Date


Individual Signature

President/CEO

Title

11/14/2018
Date

For: _____

Corporation or Partnership

If Corporation, Seal Below.

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K-12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fg/aa/paf/13a.asp> for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME: Marysville Joint Unified School District		COUNTY CODE: 58	DISTRICT CODE: 72736	CHARTER NUMBER (IF APPLICABLE):
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: Gay Starkey		FISCAL YEAR: 2017-18		
ADDRESS: 1919 B Street		COUNTY NAME: Yuba		
CITY: Marysville		STATE: Ca	ZIP CODE: 95961	
CONTACT NAME: Angela Salcido		PHONE: 530-749-6114	E-MAIL: asalcido@mjUSD.com	

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

<input checked="" type="checkbox"/> SCHOOL DISTRICT Choose one of the following: <input type="checkbox"/> All district school sites <input checked="" type="checkbox"/> Select district school sites	<input type="checkbox"/> COUNTY OFFICE OF EDUCATION (COE) Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites	<input type="checkbox"/> CHARTER SCHOOL
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

<input checked="" type="checkbox"/> SCHOOL CLOSURE: When one or more schools were closed because of conditions described in EC Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per EC Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to EC Section 46200, et seq. <input type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> MATERIAL DECREASE: When one or more schools were kept open but experienced a material decrease in attendance pursuant to EC Section 46392 and CCR, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to EC Section 46392 and CCR, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of EC Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency. <input type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> LOST OR DESTROYED ATTENDANCE RECORDS: When attendance records have been lost or destroyed as described in EC Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to EC Section 46391: <i>"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."</i>

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CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

☒ **Not Applicable (Proceed to Section E)**

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

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CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of Marysville Joint USD, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names

Board Members Signatures

Randy L. Rasmussen

Susan E. Scott

Paul F. Allison

Randy L. Davis

Frank L. Crawford

Jim C. Flurry

Jeff D. Boom

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this 11th day of December, 2018

Witness: Gay Starkey (Name) _____ Title: Secretary of Yuba County, California

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): _____ (Name) _____ Authorizing LEA Name: _____ (Signature)

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____ (Name) _____ (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____

Witness: _____ (Name) _____ Title: _____ of _____ County, California

COE contact/individual responsible for completing this section:

Name: 116 Title: _____ Phone: _____ E-mail: _____

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

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LEA NAME: Marysville Joint Unified School District		COUNTY CODE: 58	DISTRICT CODE: 72736	CHARTER NUMBER (IF APPLICABLE):
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: Gay Starkey		FISCAL YEAR: 2018-19		
ADDRESS: 1919 B Street		COUNTY NAME: Yuba		
CITY: Marysville	STATE: Ca	ZIP CODE: 95961		
CONTACT NAME: Angela Salcido	TITLE: Administrative Assistant	PHONE: 530-749-6114	E-MAIL: asalcido@mjUSD.com	

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

<input checked="" type="checkbox"/> SCHOOL DISTRICT Choose one of the following: <input type="checkbox"/> All district school sites <input checked="" type="checkbox"/> Select district school sites	<input type="checkbox"/> COUNTY OFFICE OF EDUCATION (COE) Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites	<input type="checkbox"/> CHARTER SCHOOL
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

<input checked="" type="checkbox"/> SCHOOL CLOSURE: When one or more schools were closed because of conditions described in EC Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per EC Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to EC Section 46200, et seq. <input checked="" type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> MATERIAL DECREASE: When one or more schools were kept open but experienced a material decrease in attendance pursuant to EC Section 46392 and CCR, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to EC Section 46392 and CCR, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of EC Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency. <input type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> LOST OR DESTROYED ATTENDANCE RECORDS: When attendance records have been lost or destroyed as described in EC Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to EC Section 46391: <i>"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."</i>

**CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS, FORM J-13A (REVISED DECEMBER 2017)
SUPPLEMENTAL FORM FOR SCHOOL CLOSURE
SECTION B - PART II: SCHOOL INFORMATION**

LEA NAME: **Marysville Joint Unified School District** FISCAL YEAR: **18-19**
Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fg/ae/paf/13a.asp> for information regarding the completion of this form. Before printing, select and hide all unused rows. Contact CDE if the request requires more than the allotted rows.

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built In Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested
Anna McKenney Intermediate	58727366056626	Elementary	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Arboga Elementary	58727366056634	Elementary	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Browns Valley Elementary	58727366099014	Elementary	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Cedar Lane Elementary	58727366056659	Elementary	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Cordua Elementary	58727366056667	Elementary	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Covillaud Elementary	58727366056733	Elementary	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Dobbins Elementary	58727366056675	Elementary	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Edgewater Elementary	58727360119362	Elementary	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Ella Elementary	58727366056683	Elementary	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Foothill Intermediate	58727366056691	Intermediate	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Johnson Park Elementary	58727366056709	Elementary	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Kynoch Elementary	58727366056717	Elementary	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Linda Elementary	58727366056717	Elementary	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Lindhurst High	58727365830013	High	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Loma Rica Elementary	58727366056725	Elementary	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Marysville Community Day	58727360131599	Day	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Marysville High	58727365835202	High	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Olivehurst Elementary	58727366056741	Elementary	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Paragon Collegiate Academy	58727360121632	Academy	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
South Lindhurst Continuation High	58727365830096	High	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Yuba Feather Elementary	58727366056782	Elementary	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2
Yuba Gardens Intermediate	58727366056790	Intermediate	180			11-15-18 & 11-16-18	11-15-18 & 11-16-18	2

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION C: MATERIAL DECREASE

PART I: NATURE OF EMERGENCY (Describe in detail.)

☒ Not Applicable (Proceed to Section D)
☐ Supplemental Page(s) Attached

PART II: MATERIAL DECREASE CALCULATION (Use the supplemental Excel file at <https://www.cde.ca.gov/fg/aa/paf/j13a.asp> if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
Total:		0.00			0		0.00

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at <https://www.cde.ca.gov/fg/aa/paf/j13a.asp> if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
Total:		0.00			0.00		0.00

120

*Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

☒ Not Applicable (Proceed to Section E)

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____.

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

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CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of Marysville Joint USD hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names

Board Members Signatures

Randy L. Rasmussen

Susan E. Scott

Paul F. Allison

Randy L. Davis

Frank L. Crawford

Jim C. Flurry

Jeff D. Boom

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this 11th day of December, 2018

Witness: Gay Starkey (Name) _____ Title: Secretary of Yuba County, California

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): _____ (Name) _____ Authorizing LEA Name: _____ (Signature)

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____ (Name) _____ (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____

Witness: _____ (Name) _____ Title: _____ of _____ County, California

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to Education Code (EC) sections 41422, 46200, 46391, 46392 and California Code of Regulations (CCR), Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K-12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fg/aa/ba/f13a.asp> for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME: Marysville Joint Unified School District	COUNTY CODE: 58	DISTRICT CODE: 72736	CHARTER NUMBER (IF APPLICABLE): 138
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: Gay Starkey	FISCAL YEAR: 2018-19		
ADDRESS: 1919 B Street	COUNTY NAME: Yuba		
CITY: Marysville	STATE: Ca	ZIP CODE: 95961	
CONTACT NAME: Angela Salcido	TITLE: Administrative Assistant	PHONE: 530-749-6114	E-MAIL: asalcido@mjUSD.com

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

<input type="checkbox"/> SCHOOL DISTRICT Choose one of the following: <input type="checkbox"/> All district school sites <input type="checkbox"/> Select district school sites	<input checked="" type="checkbox"/> COUNTY OFFICE OF EDUCATION (COE) Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites	<input checked="" type="checkbox"/> CHARTER SCHOOL
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

<input checked="" type="checkbox"/> SCHOOL CLOSURE: When one or more schools were closed because of conditions described in EC Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per EC Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to EC Section 46200, et seq. <input checked="" type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> MATERIAL DECREASE: When one or more schools were kept open but experienced a material decrease in attendance pursuant to EC Section 46392 and CCR, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to EC Section 46392 and CCR, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of EC Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency. <input type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> LOST OR DESTROYED ATTENDANCE RECORDS: When attendance records have been lost or destroyed as described in EC Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to EC Section 46391: <i>"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."</i>

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CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION C: MATERIAL DECREASE

☒ Not Applicable (Proceed to Section D)
☐ Supplemental Page(s) Attached

PART I: NATURE OF EMERGENCY (Describe in detail.)

PART II: MATERIAL DECREASE CALCULATION (Use the supplemental Excel file at <https://www.cde.ca.gov/fg/aa/pa/pa13a.asp> if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
Total:		0.00			0		0.00

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at <https://www.cde.ca.gov/fg/aa/pa/pa13a.asp> if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
Total:		0.00			0.00		0.00

125

*Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

☒ Not Applicable (Proceed to Section E)

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

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CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of Marysville Joint USD, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names

Board Members Signatures

Randy L. Rasmussen

Susan E. Scott

Paul F. Allison

Randy L. Davis

Frank L. Crawford

Jim C. Flurry

Jeff D. Boom

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this 11th day of December, 2018

Witness: Gay Starkey

(Name)

(Signature)

Title: Secretary

of Yuba

County, California

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): Gay Starkey

(Name)

(Signature)

Authorizing LEA Name: Marysville Joint Unified School District

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____

(Name)

(Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____

Witness: _____

(Name)

(Signature)

Title: _____

of _____

County, California

COE contact/individual responsible for completing this section:

Name: _____

Title: _____

Phone: _____

E-mail: _____



Sales Order Form

50 E Business Way
Suite 300
Cincinnati, OH 45241
www.hobsons.com

Sold To: Marysville High
Name: Shevaun Mathews
Address: 12 E 18th St, Marysville, CA 95901-3700
Email: smathews@mjud.k12.ca.us
Phone: (530) 741-6180
Naviance ID: 12583uspu

Order Date: October 12, 2018

Valid Until: 12/31/2018
Quote Number: Q285984
Contract Start Date: 12/31/2018
Contract End Date: 12/30/2023
Contract Term (in months): 60
Currency: USD


Hobsons Contact:
Name: Susan Carl
Email: susan.carl@hobsons.com
Phone:

Purchase Order:
Payment Term: Net 30

Subscription	Start Date	Term (In Months)
Naviance for High School	12/31/2018	60
AchieveWorks	12/31/2018	60
Career Key	12/31/2018	60
Naviance Course Planner	12/31/2018	60
Naviance Alumni Tracker	12/31/2018	60
School-Level Implementation Package (Naviance)	12/31/2018	12

Professional Services Details	Quantity	Start Date	Term (In Months)
Implementation Guide	1	12/31/2018	1
Naviance Student Engagement Package	1	12/31/2018	1
Project Consulting Hours	30	12/31/2018	12

Total Price:	32,500.00
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Business Services Department
Approval 
Date: 11-29-18

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Notes: (if applicable)	Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined. Client is responsible for travel expenses associated with onsite consulting.
Comments:	5 YEAR INVOICE TERMS: DECEMBER 2018: \$11,700 DECEMBER 2019: \$5,200 DECEMBER 2020: \$5,200 DECEMBER 2021: \$5,200 DECEMBER 2022: \$5,200

Please complete or update the following information:

Account Contacts	Name	Email Address
Primary	Shevaun Mathews	smathews@mjuds.com
Billing	Shevaun Mathews	smathews@mjuds.k12.ca.us
Payment Method:	Purchase Order # Check Wire Transfer #	Paying by credit or debit card? Credit Card # Card Holder Name: Expiration Date (MM/YY): Billing Zip Code: Security Code: Country:
CEEB Code:		

Unless separate invoice and payment terms are specified, Hobsons will issue invoices once per year, with the first taking place upon execution of the order form and then annually thereafter throughout the term of the contract.

The services are delivered in accordance with applicable terms that can be found at <https://succeed.naviance.com/auth/signin?tos=1#/tos>. By signing below, you agree to be bound by such terms and that such terms are made a part of this contract.

Please complete the contact and payment information as indicated, then sign below to indicate your acceptance. By signing this contract, you are stating that you are authorized by your institution to make this purchase. If a Purchase Order is required for payment to be issued, please indicate below. If you have selected professional services, travel expenses for on-site professional services will be billed separately following your session(s).

☒ Yes, a Purchase Order is required. It will be sent to Hobsons by 12/12/18.

Upon execution by Authorized Signatory, Client hereby agrees to the Terms of Service which will become effective together with this Order Form as of the Signature Date below.

Signature

Michael Hobson, CBO
Printed Name and Position

12/11/18
Signature Date

Purchase Order & Order Forms:

Remit To:

IF YOU CHOOSE TO FAX, THEN PLEASE CLICK ON THE 'SIGN ON PAPER' BUTTON FOLLOWED BY 'PRINT AND FAX' BUTTON AND FAX YOUR SIGNED ORDER FORM TO THE NUMBER PROVIDED ON THE COVERPAGE OF THE DOWNLOADED DOCUMENT

StudentTracker for High Schools/Districts

Terms of Service for Naviance Participating High Schools

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the National Student Clearinghouse ("Clearinghouse"), a not-for-profit corporation organized under the laws of the Commonwealth of Virginia, and the undersigned high school or high school district ("School") agree as follows:

1. The Clearinghouse provides a nationwide, central repository of information on student enrollment, degrees, diplomas, certificates and other educational achievements.
2. The School wants to obtain information on the attendance of its former students in postsecondary institutions. The School wishes to use the services of the Clearinghouse to assist in the functions as described below and designates the Clearinghouse as its authorized representative for this purpose.
3. The School will transmit to Naviance lists of its graduates ("Graduates"). Initially, it will transmit a list of Graduates dating back up to eight (8) years and, thereafter, will submit lists of new graduates each year after conferral of diplomas. The School agrees that it will submit its Graduates files electronically and that they will contain the data elements and configuration reasonably required by the Clearinghouse. Naviance, acting on behalf of School as a school official, will conform the data to Clearinghouse standards and submit the data to the Clearinghouse.
4. Upon request, the Clearinghouse will compare the School's Graduates with its database and provide the School with data on the subsequent enrollment and educational achievements of its students at postsecondary institutions. In addition to the Graduates file, the School may also submit through Naviance lists of graduates and other former students in a format reasonably required by the Clearinghouse ("StudentTracker Request Files"), and the Clearinghouse will provide data to the School via Naviance on the subsequent enrollment and educational achievements of these students at postsecondary institutions. The Clearinghouse reserves the right to reasonably limit the number of Request Files submitted by the School per calendar year.
5. The services provided by the Clearinghouse under this Agreement will be paid for by the School through Naviance, which will be responsible for forwarding payment to the Clearinghouse.
6. The Clearinghouse uses its best efforts to review, interpret, and follow publicly disseminated guidance on FERPA in the development and operation of its services and provides for the release of only unblocked directory information unless FERPA authorizes release without consent. The School is solely responsible for its compliance with FERPA, and the Clearinghouse is not liable for any errors or omissions by the School that may give rise to FERPA violations. Both the Clearinghouse and the School agree to comply with all applicable Federal, State, and local statutes, regulations, and other requirements pertaining to the security, confidentiality, and privacy of information exchanged with and maintained by the Clearinghouse.
7. The School agrees that it may only disclose the data provided by the Clearinghouse to other educators, school boards, and school officials whom it has determined to have legitimate educational interests. The School agrees that it will not release data provided by the Clearinghouse to any other individuals, institutions, or organizations, other than those identified above, either in student or postsecondary institution identifiable form, without the Clearinghouse's express written permission and payment of any additional fees that may be required.
8. In the event the School is required to disclose any data provided hereunder (specifically including, but not limited to, information which could potentially identify individuals or specific postsecondary institutions) pursuant to any applicable statute, law, rule or

regulation of any governmental authority or pursuant to any order of any court of competent jurisdiction, the School must provide the Clearinghouse prompt notice of such request for disclosure and reasonably cooperate with the Clearinghouse's efforts to obtain a protective order. The parties further agree that any exclusion effected pursuant to this provision is authorized only to the minimum extent necessary to allow the School to comply with a legal rule or order compelling the disclosure of information and shall not constitute a general waiver of the obligations of confidentiality under this Agreement.

9. The School will institute and maintain reasonable controls to ensure that the information it provides to the Clearinghouse under this Agreement is complete and accurate. The School agrees that the Clearinghouse will not be responsible for actions, errors or omissions of the School.
10. The Clearinghouse will institute and maintain reasonable controls to ensure the integrity and security of its database and data transmission systems so that it releases information solely to authorized Requestors in accordance with the terms of this Agreement and applicable law.
11. The Clearinghouse acts as agent for the School in the verification and release of information from education records under this Agreement. The Clearinghouse will not retain or release personally identifiable information provided by the School except as specifically authorized under this Agreement. The Clearinghouse may retain or release information received from the School under this Agreement that is in aggregate or statistical form and does not contain Social Security numbers or other personally identifiable information. The School retains full ownership rights to the information in the education records it provides to the Clearinghouse. Upon termination of this agreement, the Clearinghouse will immediately discontinue use of any information that has been provided to it by the School. The Clearinghouse will destroy all information provided under this Agreement after all retention requirements for federal, state and local audits have expired but in no event later than six months after termination of the Agreement.
12. The School agrees to acknowledge in all internal and external reports, presentations, publications, press releases, and/or research announcements that utilize StudentTracker data that the source of the data is the StudentTracker service from the National Student Clearinghouse.
13. The School agrees to provide all notices to the Clearinghouse under this Agreement to:

National Student Clearinghouse
2300 Dulles Station Blvd., Suite 300
Herndon, VA 20171
Attn: Vickie Graham, Contract Admin.
Electronically: graham@studentclearinghouse.org
Fax: 703-742-4234

14. The Clearinghouse agrees to provide all notices under this Agreement to the School to the signatory and address on Page 1 of this Agreement unless otherwise instructed in writing by the School. The Clearinghouse considers the signatory to this Agreement as its primary contact for all operational and systems issues unless otherwise instructed in writing by the School.
15. This Agreement commences on the date that School access to the StudentTracker service is first enabled ("Effective Date") and shall continue until the earlier of: (a) termination by either party by providing sixty (60) days notice to the other party, or (b) termination of the School's relationship with Naviance. In the event of termination under (b) above, the School may enter into a direct contract with the Clearinghouse. The parties agree that any subsequent modifications to this Agreement will be made only in writing.
16. All representations, warranties, disclaimers of liabilities, indemnifications, and covenants between the parties will survive the termination of this Agreement for any reason and in any manner and will remain in full force and effect between the parties.

Signature

Michael Hobson, CBC
Printed Name and Position

12/11/18
Signature Date

CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

and

Naviance, Inc.

11/2/2018

This California Student Data Privacy Agreement ("DPA") is entered into by and between Marysville Joint Unified School District (hereinafter referred to as "LEA") and Naviance, Inc (hereinafter referred to as "Provider") on 11/2/2018. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated 12/31/2018 ("Service Agreement"); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive and the LEA may provide documents or data that are covered by several federal and statutes, among them, the Federal Educational and Privacy rights Act ("FERPA") at 12 U.S.C. 1232g, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232 h; and

WHEREAS, the documents and data transferred from California LEAs are also subject to several California student privacy laws, including AB 1584, found at California Education Code Section and the Student Online Personal Information Protection Act (sometimes referred to as either "SB 1177" or "SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms", agrees to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from the LEA pursuant to the Service Agreement, including compliance with all applicable privacy statutes, including the FERPA, PPRA, COPPA, SB 177 (SOPIPA), and AB 1584. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA. Control duties are set forth below.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit "A" hereto: Naviance is a web and mobile-based college and career readiness platform owned and operated by Naviance, Inc. Naviance helps students explore goal setting, career interests, academic planning, and college preparation, while operating as the system of records for schools and districts. explore goal setting, career interests, academic planning, and college preparation. It allows schools and districts to guide student achievement around college and career readiness and assess their progress in meeting those institution goals, while also operating as the system of records for schools and districts.

1. **Student Data to Be Provided.** In order to perform the Services described in the Service Agreement, LEA shall provide the categories of data described below or as indicated in the Schedule of Data, attached hereto as Exhibit "B":

Minimally required information necessary to create their school account, including first and last names, ID numbers, email addresses, user names, and passwords for the school and district staff users; minimally required information about the students, used for school purposes to allow Clients to view student activity within Naviance is last name, unique ID number, gender, class year and district campus.

Additional information Clients would like to host about their students within Naviance is included at the Clients' discretion for their internal review, analysis and reporting. This may include students' personal information and academic records, including students' first names, contact information, date of birth and other demographic information, grades, test results, and performance data. Clients may also host information about a student's parents or legal guardians, including, but not limited to names, street addresses and other contact information.

2. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data or any other Pupil Records transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data or any other Pupil Records contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of student data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review personally identifiable information on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner to the LEA's request for personally identifiable information in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** Provider shall, at the request of the LEA, transfer Student generated content to a separate student account, where consistent with the features and functionality of the services.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party unless legally prohibited.
5. **No Unauthorized Use.** Provider shall not use Student Data or information in a Pupil Record for any purpose other than as explicitly specified in the Service Agreement.
6. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree protect Student Data in manner consistent with terms substantially similar to the terms of this DPA

ARTICLE III: DUTIES OF LEA

1. **Provide Data In Compliance With FERPA.** LEA shall provide data for the purposes of the Service Agreement in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232 g, AB 1584 and the other privacy statutes quoted in this DPA.
2. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
3. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

4. **District Representative.** At request of Provider, LEA shall designate an employee or agent of the District as the District representative for the coordination and fulfillment of the duties of this DPA.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable California and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, AB 1584, and SOPIPA.
2. **Authorized Use.** The personally identifiable student data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of FERPA laws with respect to the data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** LEA shall not disclose any data obtained under the Service Agreement in a manner that could identify an individual student to any other entity in published results of studies as authorized by the Service Agreement. Deidentified information may be used by the vendor for the purposes of development and improvement of educational sites, services, or applications, to demonstrate the effectiveness of its products, including in its marketing materials, and for adaptive learning purposes and to customize the student experience.
5. **Disposition of Data.** Provider shall dispose of all personally identifiable data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained within 60 days of receipt of written request by LEA to dispose of such data. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Pupil Records; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Provider shall provide written notification to LEA when the Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.

6. **Advertising Prohibition.** Provider is prohibited from using Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; or (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client. For the purpose of this agreement, Intersect features within Naviance are permitted.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in in Exhibit "D" hereto. These measures shall include, but are not limited to:

- a. **Passwords and Employee Access.** Provider shall make best efforts practices to secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. As stated elsewhere in this DPA, employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall pass criminal background checks.
- b. **Destruction of Data.** Provider shall destroy all personally identifiable data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained upon written request, according to a schedule and procedure as the parties may reasonable agree. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.
- c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, upon written request, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. **Security Technology.** When the service is accessed using a supported web browser, Secure Socket Layer ("SSL"), or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe secure only to authorized users. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is periodically updated according to industry standards.
- f. **Security Coordinator.** Upon written request, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement
- g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with

the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

2. **Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within 48 hours of time of the incident is known to Provider. Provider shall follow the following process:
 - a. The security breach notification shall be written in plain language shall present the information described herein under similar headings as follows: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
 - b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - c. At LEA's discretion, the security breach notification may also include any of the following:
 - i. Information about what the agency has done to protect individuals whose information has been breached.
 - ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
 - d. Any agency that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. Provider shall assist LEA in these efforts.
 - e. At the request and with the assistance of the District, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above.

Notwithstanding the foregoing, LEA shall hold Provider harmless for any suits, actions, damages, losses, expenses, and/or a cause of action arising from a Security Breach resulting from the sole gross negligence or intentional misconduct of the LEA.

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms ("General Offer"), (attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the Acceptance on said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term.** The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for no less than three (3) years.
2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated.
3. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b).
4. **Priority of Agreements.** This DPA shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and AB 1584. In the event there is conflict between the terms of the DPA and the Service Agreement, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the addresses set forth herein.
6. **Application of Agreement to Other Agencies.** Provider may agree by signing the Form of General Application be bound by the terms of this DPA for the services described therein for any Successor Agency who signs a Joinder to this DPA.
7. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties.

Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

8. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
9. **Governing Law: Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN SACRAMENTO COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement
as of the last day noted below.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

The individual(s) signing this document on behalf of agency is authorized to bind agency to this
Agreement.

By: _

Date: _

Printed Name: _

Title/Position: _

The individual(s) signing this document on behalf of agency is authorized to bind agency to
this Agreement.

Narraville, Inc.

By: *Paul McConville*

Date: *11/2/18*

Printed Name: *Paul McConville*

Title/Position: *SVP*

Note: Electronic signature not permitted.

EXHIBIT "A"
DESCRIPTION OF SERVICES

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>

Category of Data	Elements	Check if used by your system
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Category of Data	Elements	Check if used by your system
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Vendor/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other student work data - Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>

Category of Data	Elements	Check if used by your system
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>

Category of Data	Elements	Check if used by your system
	Student bus card ID number	
	Other transportation data - Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored or collected by your application	<input type="checkbox"/>

EXHIBIT "C"

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Vendor removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

NIST 800-63-3: Draft National Institute of Standards and Technology ("NIST") Special Publication 800-63-3 Digital Authentication Guideline.

Operator: For the purposes of SB 1177, SOPIPA, the term "operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in AB 1584.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall mean information that identifies an individual. It may include, but is not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes, without limitation, at least the following when it identifies an individual:

First and Last Name	Home Address
Telephone Number	Email Address
Discipline Records	Test Results
Special Education Data	Juvenile Dependency Records
Grades	Evaluations
Criminal Records	Medical Records
Health Records	Social Security Number
Biometric Information	Disabilities
Socioeconomic Information	Food Purchases
Political Affiliations	Religious Information
Text Messages	Documents
Student Identifiers	Search Activity
Photos	Voice Recordings
Videos	

General Categories:

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

Information in the Student's Educational Record

Information in the Student's Email

Provider: For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the Service Agreement the term "Provider" replaces the term "Third Party as defined in California Education Code § 49073.1 (AB 1584, Buchanan), and replaces the term as "Operator" as defined in SB 1177, SOPIPA.

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational LEA employee.

SB 1177, SOPIPA: Once passed, the requirements of SB 1177, SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.. This term shall also include in it meaning the term "Service Provider," as it is found in SOPIPA.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" as appears in California Education Code § 49073.1 (AB 1584, Buchanan) means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DATA SECURITY REQUIREMENTS

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offer the same privacy protections found in this DPA between it and the Marysville Joint Unified School District which is dated _____ to any other LEA ("Subscribing LEA") who accepts this

General Offer through its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify the California Student Data Privacy Alliance in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Naviance, Inc.

BY: _

Date: _

Printed Name: _

Title/Position: _

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

BY: _

Date: 12/11/18

Printed Name: Michael Hodson

Title/Position: Asst. Supt. of Business Services

Name of School District: Marysville Joint Unified School District



CONTRACT SERVICES AGREEMENT
Yuba Gardens- Alice Ruth Bolton

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this December 11, 2018 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Alice Ruth Bolton of Sacramento, California (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 TERM: This Agreement shall have a term of **commencing from January 9, 2019 and concluding January 9, 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 of **ONE THOUSAND 00/100 CENTS (\$1,000.00)** (hereinafter, the "**Not-to-Exceed Sum**"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR when the Work is completed, which is the final day of the contract, January 9, 2019. Payment will be in form of a check in the invoice amount from the Marysville Joint Unified School District Education Foundation/Yuba Gardens Warrior PRIDE Account. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have

the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates the Superintendent and Kari Ylst, principal of Yuba Gardens (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, Alice Ruth Bolton 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 subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

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

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

IV. INDEMNIFICATION

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

V. TERMINATION

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

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default

dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.

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

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

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

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations,

documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

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

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

DISTRICT:
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Mike Hodson
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:**

Date:

By:

Michael Hodson, Assistant Superintendent of
Business Services

Contractor

Date: 11/27/18

By: 

Name: Ruthie Bolton

Title: Speaker / mentor

Consultant Name and Site

Exhibit A

Scope of Work

Beginning on: January 9, 2019

Concluding on: January 9, 2019

Payment: \$1,000 check payable from Marysville Joint Unified School District Education Foundation/Yuba Gardens Warrior PRIDE Account

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



AIM HIGH

Transforming Lives

created

by Mighty Ruthie Bolton

Ruthie Bolton
Mighty Aim High LLC
ruru525@aol.com
(916) 275-7143

Colleen Robertson
Business Manager
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(408) 802-1266

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www.mightyruthiebolton.com



AIM HIGH Workshop

created by Mighty Ruthie Bolton

ABOUT the AIM HIGH CHARACTER BUILDING WORKSHOP.

My hope is that young girls and boys understand their character is part of who they are. It is the core of each one of us. Through my struggles, I have learned how important it is to get your character in check. Everyday throughout your life, your character will be tested. When your character is strong, you will be better equipped to deal with the adversities of life. When your core is strong physically, it makes it easier to get everything else in shape. You breathe better, you stand taller and you recover quicker from injuries. When your CORE IS SOLID you will be able to get back up when someone or a situation knocks you down. You'll be able to square your shoulders to adversity, look it straight in the eyes and tell it "Take your best shot!"

"You can change your life by changing your attitude"
~Ruthie Bolton

In my AIM HIGH workshop, I will help young girls and boys build strong characters and be ready for the world by having and maintaining the right attitude in motion. "You can change your life by changing your attitude" (*Ride of a Lifetime* by Ruthie Bolton). In this program, I will share some core principles.

This will guide and empower our young people. My Dad often said, "If you take with you in life some principles, you won't need a suitcase full of rules!" My mind, heart, soul and, in essence, my character were shaped by these principles. These life principles will help these young girls and boys transform their thinking, change their attitudes, and feel encouraged that they are powerful people.

Looking forward to this journey.

~Ruthie Bolton

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AIM High Character Building Curriculum

- ◆ Motivation
- ◆ Anger Management
- ◆ Respect and Accountability
- ◆ Peer Pressure and Self-Discipline
- ◆ Courage to be all you Can Be: Self-esteem, self-confidence, self-respect, self-awareness
- ◆ Leadership and Perseverance
- ◆ The Importance of Fitness and Nutrition
- ◆ Ask about the Mighty Aim High Assemblies

CONTACT INFORMATION

mighty ruthie bolton@gmail.com
mighty ruthie bolton.com
@facebook.com/MightyRuthie/



AIM High Character Building Curriculum

- ◆ Character Workshops can be held for in one week series, 6 week series, or 12-week series
 - ⇒ Motivation
 - ⇒ Anger Management
 - ⇒ Respect and Accountability
 - ⇒ Peer Pressure and Self-Discipline
 - ⇒ Courage to be all you Can Be: Self-esteem, self-confidence, self-respect, self-awareness
 - ⇒ Leadership and Perseverance
 - ⇒ The Importance of Fitness and Nutrition
 - ⇒ Includes Journaling , AIM

AIM High After School CLUB

- ◆ Geared towards Junior High or High School Girls
- ◆ Weekly, Bi-weekly, or Monthly workshops
- ◆ Includes Journaling, AIM High T-shirt, and Ruthie's book
- ◆ Include each element from the AIM HIGH Character Workshops
 - ⇒ Motivation
 - ⇒ Anger Management
 - ⇒ Respect and Accountability
 - ⇒ Peer Pressure and Self-Discipline
 - ⇒ Self-esteem, self-respect, be yourself, trust your instincts
 - ⇒ Leadership and Perseverance
 - ⇒ The Importance of Fitness and

AIM High Basketball Camps

- ◆ Training and coaching from Ruthie Bolton
- ◆ Basketball Camps includes two days, one week training, and fun.
- ◆ Includes Ruthie's AIM High Principles:
 - ⇒ Motivation, Self-Discipline, Being Coachable
 - ⇒ Respect and Accountability
 - ⇒ Courage to be all you can Be: Self-esteem, self-respect, be yourself, self-awareness
 - ⇒ Leadership and Perseverance
 - ⇒ Nutrition and self-care
 - ⇒ Includes AIM High T-shirt and Ruthie's book

AIM High ASSEMBLIES

- ◆ One hour of Ruthie Bolton speaking to elementary, junior high or high school kids.
- ◆ Ruthie providing encouragement and life experience wisdom.
- ◆ Ruthie can talk about any subject that are included in the AIM High Principles of motivation, accountability, being coachable, respect for others, self-discipline, self-respect, perseverance, importance of fitness, nutrition and self-care.

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RUTHIE
BOLTON**
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