

## AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

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

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

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

### NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer for 12 months beginning July 1, 2019 and ending June 30, 2020.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer will provide intervention services to all students referred for program participation by the designated school administrators at Anna McKenney.
5. The Deputy Probation Officer will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$99,488 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

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

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

ATTEST: Rachel Ferris  
Clerk of the Board of Supervisors

COUNTY OF YUBA:

\_\_\_\_\_  
Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED  
SCHOOL DISTRICT:



Michael J. Ciccozzi  
County Counsel

\_\_\_\_\_  
Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
Actual Salary & Benefit Costs:		\$124,362
Salary	\$ 78,384	
Medicare	1,137	
PERS	26,729	
Health Insurance	16,384	
Life Insurance	32	
Unemployment Insurance	118	
Worker's Compensation	1,578	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(24,874)
A	Salary:	
	1 – Deputy Probation Officer	62,707
B.	Benefits:	
	Medicare	909
	PERS	21,383
	Health & Life Insurance	13,133
	Unemployment Insurance	94
	Workers Compensation	<u>1,262</u>
	Subtotal Benefits:	36,781
	Total Salary and Benefits:	99,488
TOTAL CONTRACT AMOUNT		\$99,488

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3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer will provide intervention services to all students referred for program participation by the designated school administrators at Lindhurst High School.
5. The Deputy Probation Officer will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$98,477 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
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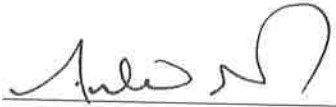
ATTEST: Rachel Ferris  
Clerk of the Board of Supervisors

COUNTY OF YUBA:

\_\_\_\_\_  
Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED  
SCHOOL DISTRICT:

  
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Michael J. Ciccozzi  
County Counsel

\_\_\_\_\_  
5 Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
Actual Salary & Benefit Cost:		\$123,097
Salary	\$ 73,698	
Medicare	1,069	
PERS	25,131	
Health Ins	21,479	
Life Ins	32	
Unemployment Ins	111	
Workers Compensation	1,578	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(24,620)
A	Salary to be paid by Marysville Joint Unified School District:	
	1 - Deputy Probation Officer	58,958
B.	Benefits to be paid by Marysville Unified School District:	
	Medicare	855
	PERS	20,105
	Health & Life Insurance	17,209
	Unemployment Insurance	88
	Workers Comp	<u>1,262</u>
	Subtotal Benefits:	39,519
	Total Salary and Benefits:	98,477
TOTAL CONTRACT AMOUNT		\$98,477

6

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3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer will provide intervention services to all students referred for program participation by the designated school administrators at Marysville High School.
5. The Deputy Probation Officer will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$98,174 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
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SCHOOL DISTRICT:

  
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Michael J. Ciccozzi  
County Counsel

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Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
Actual Salary & Benefit Costs:		\$ 122,718
Salary	\$ 73,418	
Medicare	1,065	
PERS	25,036	
Health Insurance	21,479	
Life Insurance	32	
Unemployment Insurance	110	
Worker's Compensation	1,578	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(24,544)
A	Salary:	
	1 – Deputy Probation Officer	\$ 58,734
B.	Benefits:	
	Medicare	852
	PERS	20,029
	Health & Life Insurance	17,209
	Unemployment Insurance	88
	Workers Compensation	1,262
	Subtotal Benefits:	\$ 39,440
	Total Salary and Benefits:	\$ 98,174
TOTAL CONTRACT AMOUNT		\$ 98,174



CONTRACT SERVICES AGREEMENT  
**Health Services – Center for Hearing Health**

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into on 10/01/19 (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 **2019-2020 school year** commencing October 01, 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 Fifteen Thousand Five Hundred Dollars (**\$15,500.00**) (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR’s performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

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

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

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

## II. PERFORMANCE OF AGREEMENT

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

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

### III. INSURANCE

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

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

#### IV. INDEMNIFICATION

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

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

## V. TERMINATION

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

### 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

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

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

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

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

#### VI. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

**CONTRACTOR:**

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](mailto: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.

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)

/ /

Norma G. Ramirez

5/01/2019

Center for Hearing Health

Date

Michael R. Hodson

Asst. Supt. of Business Services

(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

## School Steps Inc

1079 Sunrise Ave, Ste B-183

Roseville, CA 95661

Phone: (916)947-1812

### Agreement for Contracted Services

This agreement is entered into by and between **School Steps Inc [Company]** and **Marysville Joint Unified School District [Contracting Agency]** for the provision of services by **School Steps Inc** as an independent agent and not an employee of the Contracting Agency. **School Steps Inc** makes no claim any rights and/or benefits other than compensation put forth in this agreement.

#### 1. Dates of Service

This contract is in effect from the date of signing through June 30, 2020.

#### 2. Scope of Work

Special education related services (**Speech Therapy**), screenings, therapy, assessments, IEP meetings attendance (if held on agreed upon days of service), consultation, small group or direct contact. Additional assessments will result in an additional charge.

Special education related services (**Occupational Therapy**), screenings, therapy, IEP meetings attendance (if held on agreed upon days of service), consultation, small group or direct contact. Additional assessments will result in an additional charge.

#### 3. Payment & Billing

**Marysville Joint Unified School District** agrees to pay **School Steps Inc**:

- \$800.00 per day for Speech and Language Therapy services
- \$800.00 per day for Occupational Therapy services

Based on current estimated caseload **Marysville Joint Unified School District** has secured **School Steps Inc** to provide

- **Speech Therapy** for up to 4.0 full-time equivalents (8 hours per day) for the school year 2019-2020, not to exceed this without approval of Marysville Joint Unified School District
- **Occupational Therapy** for up to 1.8 full-time equivalents (8 hours per day) for the school year 2019-2020, not to exceed this without approval of Marysville Joint Unified School District
- A 3% volume discount will be subtracted from each invoice as a line item for every month Marysville Joint Unified School District utilized 3 FTE or more of total services from School Steps Inc

If the numbers of hours materially change due to changes in workload, **School Steps Inc** will contact **Toni Vernier, Executive Director of Special Education** with **Marysville Joint Unified School District** before providing additional services.

21

Business Services Department  
Approval: WLA  
Date: 7/8/19

**School Steps Inc** will invoice **Marysville Joint Unified School District** for the agreed upon set hours at the end of each calendar month. Hours cannot be added without Marysville Joint Unified School District approval.

#### **4. Records**

**School Steps Inc** will maintain a complete set of detailed records with regard to work performed under this agreement including therapist case notes per best practices. **School Steps Inc** will provide records, with a reasonable time, these records for review. **School Steps Inc** employees make no claim to the benefits **Marysville Joint Unified School District** provides to employees of Marysville Joint Unified School District.

#### **5. Status of Consultant**

This is not an employment agreement. **School Steps Inc** is an independent contractor and is responsible for all federal, state and local payroll taxes for and on behalf of **School Steps Inc** and those employed by **School Steps Inc**.

**Marysville Joint Unified School District** shall not provide worker's compensation insurance coverage for **School Steps Inc** employees.

#### **6. Background Check/ DOJ Clearance**

All of those in the employ of **School Steps Inc** who come in contact with students will have submitted their fingerprint live scan to the DOJ for clearance. Proof of clearance will be provided to Marysville Joint Unified School District.

#### **7. Cancellation**

This agreement may be cancelled by **School Steps Inc** or **Marysville Joint Unified School District** upon the giving of 30 school days, not including holidays, in advance written notice. Such notice shall be delivered either in person or by United States Postal Service. In the event of cancellation, **School Steps Inc** shall be paid for all services rendered and at the contracted time and rate through the cancellation period.

#### **8. Hold Harmless and Indemnification**

Each party agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

#### **9. Attorney Fees**

If any litigation is initiated to enforce or interpret this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

#### **10. Severability**

In the event that any portion of this agreement is determined by a court of competent jurisdiction to be invalid or deemed unenforceable, the provision will be deemed void and the remainder of the agreement will continue in full force and effect.

**11. Non-Solicitation Agreement**

For good consideration and as an inducement for **School Steps Inc** (Company) to enter into contract with **Marysville Joint Unified School District**, the **Contacting Agency** hereby agrees not to directly or indirectly solicit any School Steps Inc employee with an offer or employment or an offer to enter into competing contract services for 1 year(s) following termination of employment from School Steps Inc. If this agreement is breached **Marysville Joint Unified School District** agrees to pay School Steps Inc a finder's fee of \$25,000.00 pro-rated per full time equivalent

Initial \_\_\_\_\_

**12. Exclusivity**

In a show of good faith in order to enter into this contract, School Steps Inc. agrees to not have any employees of School Steps Inc., who have been employed by Marysville Joint Unified School District within the previous year, render services on School Steps Inc.' behalf to Marysville Joint Unified School District.

**School Steps Inc – William Delaney****Consultant / Contractor**

\_\_\_\_\_  
Michael R. Hodson, MBA, MA  
Assistant Superintendent, Business Services  
Marysville Joint Unified School District

\_\_\_\_\_  
*Sign Name / Date*      5/29/2019\_\_\_\_\_  
*Signature of Representative / Date*

## STRATEGIC PARTNERSHIP AGREEMENT

### FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION

#### CONTRACT NO. SP20-102

THIS AGREEMENT ("Agreement") is made this 1<sup>st</sup> day of July, 2019 by and between the FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION ("Commission"), and MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California ("the District"), and PEACH TREE HEALTHCARE,, INC. a nonprofit public benefit corporation ("Provider"). The foregoing entities are individually referred to herein as a "party" and collectively as the "parties" for THE HAPPY TOOTHMOBILE ("Program")

#### RECITALS

WHEREAS, the Commission is authorized by Health and Safety Code Section 130140.1 to make contracts as necessary to implement its strategic plan; and

WHEREAS, the Commission is authorized by those provisions to contract with persons specially trained, experienced, expert and competent to perform special services in Yuba County; and

WHEREAS, the Commission has adopted a five year strategic plan to invest Proposition 10 tax dollars into services that promote the early development and well-being of Yuba County children from prenatal to age five; and

WHEREAS, District has the required personnel to provide routine maintenance on the mobile dental services vehicle; and

WHEREAS, District agrees to maintain the mobile dental services vehicle in operational condition for the Provider; and

WHEREAS, Provider has the required personnel to provide mobile Professional Dental Services; and

WHEREAS, Provider agrees to examine and treat all eligible children in the Marysville Joint Unified School District ("MJUSD") regardless of their ability to pay; and

WHEREAS, Provider will apply the best industry practices for service delivery to produce outcomes to further the result areas in the Commission's strategic plan; and

WHEREAS, Provider warrants that it is qualified and agreeable to render the work to execute strategies to further the result areas in the Commission's strategic plan; and

NOW, THEREFORE, the Commission and Provider agree as follows:

#### AGREEMENT

Business Services Department

Approval: [Signature]

Date: 7/8/19

1. INCORPORATION OF RECITALS. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.
2. CONTRACT TYPE. This Agreement is a cost reimbursement grant for professional services. Notwithstanding any other provision of this Agreement, in no event shall the cost to Commission for the work to be provided herein exceed the maximum sum of THIRTY-FOUR THOUSAND DOLLARS (\$34,000.00) without the prior authorization of the Commission.
3. CONTRACT TERM.
  - A. Length. This Agreement shall be a two year term agreement to begin on the date written above and shall terminate on June 30, 2021, which means that all work required by this Agreement shall be completed by that date.
  - B. Start date. Provider agrees to begin work within thirty (30) days of the date written above.
4. SCOPE OF WORK
  - A. Provider and the District agree to use the funds awarded by the Commission under this Agreement to pay for the services specified in the SCOPE OF WORK, approved by the Commission set forth in **EXHIBIT A** for the Program written above but, only to the extent that such requirements are specifically attributed or assigned to either party in **EXHIBIT A**. Any modifications to the Program that are deemed by the Executive Director to significantly impact the Scope of Work require Commission approval.
  - B. Provider has the sole authority to bill for Professional Dental Services rendered pursuant to this Agreement
  - C. The Provider, (including its dentists, dental assistants, and other dental staff) is the sole party responsible for the performance of Professional Dental Services contemplated by this Agreement. The parties hereby agree that pursuant to this Agreement the District and the Commission are in no way responsible for the provision of Professional Dental Services.
  - D. Professional Dental Services as defined by this Agreement shall include those professional services typically performed by a licensed dentist. These services include but are not limited to: dental screenings, fillings, extractions, sealants, root canals, and patient and family education. Professional Dental Services shall also include those services typically performed by dental assistants and other dental support staff. These include but are not limited to: patient set-up, x-rays, teeth cleaning, fluoride treatments, dental chart recording and review, and the maintenance of dental equipment and tools (including sterilization).

25

- E. Provider shall provide all equipment, personnel, labor, and materials necessary to provide Professional Dental Services in accord with this Agreement, including those specified in the Scope of Work (EXHIBIT A). Provider warrants that it and all its employees have all necessary licenses and/or permits required both by law and all appropriate agencies and agrees to maintain such licenses and permits in effect for the duration of this Agreement. Failure to maintain all the licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for termination of this Agreement by Commission or the District. All personnel performing services on behalf of the Provider shall be qualified to perform such services. In the event of any conflict between any of the provisions of this Agreement (including EXHIBITs) the provision that requires the highest level of performance from Provider for the Commission or the District's benefit shall prevail. Provider shall designate a project administrator, and shall have direct responsibility for management of Provider's performance under this Agreement
- F. Provider agrees to provide the aforementioned mobile Professional Dental Services to the District, during the regular school session and agreed upon holiday breaks.
- G. District shall designate a Program Administrator that shall work directly with the Executive Director or his/her designee on the day to day performance requirements under this Agreement. Furthermore, any changes for the following direct service positions shall require written notice to the Commission: School Dental Coordinator.
- H. The District agrees to operate, maintain, and insure the Happy Tooth Mobile ("Toothmobile") in accordance with this Agreement. District personnel shall be the only individuals to drive the Toothmobile, and in NO INSTANCE shall Provider operate or drive the Toothmobile. If Provider or any of its employees or agents does operate or drive the Toothmobile, it shall be considered in breach of this Agreement and shall be solely responsible for any and all claims made as a result thereof.
- I. The District further agrees to provide limited Coordination Services in support of the services contemplated by this agreement. These Coordination Services may include: the distribution and collection of completed Medi-Cal forms, assistance to families of eligible children in the completion of Medi-Cal forms, scheduling and coordination of student appointments, assistance with classroom-based Oral Health Education as contemplated in the Scope of Work (**EXHIBIT A**), and collection and preparation of data associated with the Tooth Mobile.
- J. The District and the Provider will use their best efforts to maintain the Tooth Mobile and all equipment contained within it as recommended by the vehicle or equipment manufacturer. The District shall also perform any repairs or maintenance to the Toothmobile that appear prudent or reasonably necessary based on use and appearance, regardless of whether the manufacturer recommends such repair or maintenance. The District and Provider acknowledge that although the Commission has authorized the use of additional funds to make necessary repairs due to

catastrophic equipment failure, the Commission is under no obligation to spend those funds, and the District and Provider must use every effort to avoid catastrophic failure to the Toothmobile or its equipment.

- K. In the event that the Toothmobile is no longer mobile, the District and the Provider shall seek to obtain a suitable site for permanent location of the Toothmobile, and shall take whatever steps are reasonably necessary to continue use of the Toothmobile as a stationary dental services facility, serving children within Yuba County.

5. BUDGET.

- A. Provider and the District shall use funds derived from this Agreement as outlined in the Program BUDGET approved by the Commission set forth in **EXHIBIT B** for the Program written above. Any modifications to specific line items that do not vary the budgeted line item by 10 percent or more may be approved by the Executive Director. Any modifications to specific line items that vary the budgeted line item by more than 10 percent require approval by the Commission.
- B. Provider shall work with the Executive Director upon BUDGET approval to develop a detailed BUDGET NARRATIVE as set forth in **EXHIBIT C** to be specific and reflective of expenditures associated with EXHIBIT A and B. Any modifications to specific line items in EXHIBIT B that do not vary the budgeted line item by 10 percent or more may also be modified in EXHIBIT C upon written approval of the Executive Director. Any modifications to specific line items in EXHIBIT B that vary the budgeted line item by more than 10 percent require approval by the Commission.
- C. Budget amendments will be considered annually beginning in Quarter 3 and must be approved by the Commission at a regularly scheduled meeting prior to start of Quarter 4.
- D. Provider shall budget for and utilize local resources when applicable and available in order to support sustainable and thriving communities.

6. PERFORMANCE MEASURES

- A. Commission shall identify performance measures to be used to evaluate contractual compliance, Provider shall collect data in a format defined by the Executive Director, and outlined in the EVALUATION PLAN, approved by the Commission set forth in **EXHIBIT D**, with supporting documentation, which may include surveys, registration forms, tracking logs, project milestones as well as any service deliverables or task for which the Provider is responsible and such additional information as the Executive Director may reasonably require, each in a manner that is satisfactory to the Executive Director or his/her designee.

- B. Provider represents that it has, or will secure at its own expense the administrative capacity to manage services performed, to ensure the integrity of data collection according to reporting guidelines prescribed by the Executive Director.
- C. Provider shall participate in any potential training on data collection and evaluation prescribed by the Executive Director.
- D. Provider shall participate in quarterly Strategic Partner Meetings hosted by the Executive Director in order to support alignment, maximize resources and ensure non-duplication of services.

7. PERFORMANCE MONITORING AND REPORTING

- A. Provider shall provide interim progress reports in a format and timeframe defined by the Executive Director concerning activities as they affect the obligations and purposes of this Agreement. Provider shall submit the required PROGRESS REPORT, set forth in **EXHIBIT E**, with supporting documentation, which may include progress toward measurable results; expenditures to date; level of service provided; issues or barriers encountered and how they are being addressed; and number of participants served. The Executive Director shall provide Provider with the forms and/or access to a database or computer program which Provider is required to use.
- B. Provider shall submit progress reports to Commission staff ten (10) days after the end of the quarter.

PERIOD	REPORTING MONTHS	END OF PERIOD	REPORTS DUE
Quarter 1	July 1 – September 30	September 30	October 10
Quarter 2	October 1 – December 31	December 31	January 10
Quarter 3	January 1 – March 31	March 31	April 10
Quarter 4	April 1 – June 30	June 30	July 10

8. PAYMENT TERM AND FREQUENCY

- A. Subject to Provider and the District's performance of their respective obligations pursuant to this Agreement and submission of the required ITEMIZED INVOICE FORM, set forth in **EXHIBIT F**, with supporting documentation of all purchases, which may include original receipts/invoices and/or general ledger reports and such additional information as the Executive Director may reasonably require, each in a manner that is satisfactory to the Executive Director or his/her designee, to the Commission twenty (20) days after the end of each fiscal quarter, Commission shall reimburse the District and Provider for allowable expenses on a quarterly basis. The required Itemized Invoice Form may be modified by the Executive Director from time to time.

28

- B. Commission staff will process timely invoices before processing late ones. Any invoice submitted after forty-five (45) days after each fiscal year and/or the final contract period will not be honored by Commission, and Commission shall have no obligation to pay any such amount for the services provided, unless Provider has obtained prior written Commission approval to the contrary. Provider assumes full financial liability for services provided outside the terms of this Agreement.

PERIOD	REPORTING MONTHS	END OF PERIOD	INVOICE DUE
Quarter 1	July 1 – September 30	September 30	October 20
Quarter 2	October 1 – December 31	December 31	January 20
Quarter 3	January 1 – March 31	March 31	April 20
Quarter 4	April 1 – June 30	June 30	July 20

9. **WITHHOLDING OF PAYMENTS.** In the event of an actual or alleged breach of this Agreement, or if the Commission is notified by the general public about concerns about the quality/effectiveness the Program, the Commission reserves the right to withhold payments, and/or identify corrective actions to be made by the District or Provider, increase monitoring activities, which may include additional site visits and/or partial or full audits of the Program. If performance issues are not rectified to the Executive Director's satisfaction, the Commission holds the right to terminate the Program as outlined in this Agreement.

10. **INSURANCE.**

- A. **General Liability.** Provider shall maintain and provide the Commission with proof of a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate.
- B. **Automobile.** Where the services to be provided under this Agreement involve or require the use of any type of vehicle by the Provider in order to perform said services, the Provider shall also maintain and provide the Commission with proof of a comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000).
- C. **Worker's Compensation.** If required by California law, Provider shall also maintain worker's compensation insurance in accordance with California law, and employer's liability insurance with a limit of no less than one million dollars (\$1,000,000) per occurrence.
- D. **Professional Liability** of not less than one million dollars (\$1,000,000) as appropriate to the service being rendered, including coverage for medical malpractice, error, and/or omission.

- E. Property Insurance. District shall maintain adequate coverage for all District-owned personal property in the Toothmobile or elsewhere to which the Provider may have access under this Agreement. Provider shall be solely responsible for obtaining adequate property insurance for Provider's personal property, equipment and materials while located in the Toothmobile or elsewhere. The District is not responsible for personal property losses suffered by Provider, its officials, employees, agents or volunteers.
- F. Said policies shall remain in force through the life of this Agreement and shall be payable on an "occurrence" basis unless the Commission specifically consents to a "claims made" basis. Additionally, as to each policy required under this Agreement, Commission shall be named as additional insured by written endorsement subject to approval by the Commission General Counsel. Provider shall also obtain a waiver of subrogation from its insurer as to each policy. Failure to provide and maintain the insurance and related endorsements required by this Agreement will constitute a material breach of the Agreement.
- G. During the term of this Agreement, Provider shall furnish the Executive Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Provider shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

#### 11. ASSIGNMENT AND SUBCONTRACTS.

- A. Assignment. Provider shall not assign, delegate, or transfer its duties, responsibilities, interests, or any portion of the work to be performed under this Agreement without the prior express written consent of Commission and the District. Any assignment without such approval shall be void and, at Commission's option, shall terminate this Agreement. Any change in the corporate structure of Provider, the governing body of Provider, the management of Provider or the transfer of assets in excess of 10 percent of the total assets of Provider shall be deemed an assignment of benefits under the terms of this Agreement requiring Commission or District approval.
- B. Subcontracting. Provider shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of Commission and the District. If Commission and the District consent to Provider's hiring of subcontractors, all subcontractors shall be deemed to be employees of Provider, and Provider agrees to be fully responsible for their performance. Provider shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. Provider shall cause all of the provisions of this

Agreement, in its entirety, to be included in and made a part of any subcontract executed in the performance of this Agreement.

- C. All subcontracts, inclusive of service provisions and budgets, shall be in writing and copies provided to Commission within thirty (30) days of execution of the subcontract. Documentation including qualifications, licenses and other supporting documentation as outlined in this agreement shall apply to all subcontracts and be provided to the commission upon contract execution.

12. OWNERSHIP OF DOCUMENTS, WORK PRODUCTS, AND DURABLE GOODS.

- A. All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the Commission, and Provider agrees to deliver and assign the foregoing to the Commission, upon completion of the services hereunder or upon any earlier termination of this Agreement. Provider assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the Commission without restriction or limitation on their use. No charge will be made for any of the foregoing.
- B. All durable goods and inventory items as defined by Commission policy and acquired under this Agreement shall become the property of the Commission. Provider agrees to deliver and assign said items to the Commission upon completion of this agreement unless the Commission, at its sole discretion, makes an alternative disposition.
- C. During and following the term of this Agreement, Provider shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Provider was compensated by the Commission without the express written permission of the Executive Director or his/her designee. All materials will be reviewed within 7-10 business days of receipt, or as soon thereafter as possible, by the Executive Director or his/her designee.
- D. During and following the term of this Agreement, Provider agrees to make the public aware of the benefits of Proposition 10 tax dollars in the community placing the Commission's logo (which is located on the Commission's website) on all materials it distributes or otherwise circulates that were developed pursuant to this Agreement and for which Provider was compensated by the Commission. Provider shall provide Commission staff a copy of all documents with printed logo prior to public distribution and/or 15 days prior to event.

13. NOTICES. All notices regarding the agreement shall be given to Commission in written format at the following location:

31

FIRST 5 YUBA  
1114 Yuba Street, Suite 201  
Marysville, CA 95901

Notices shall be given to District at the following address:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
1919 B Street  
Marysville, CA 95901

Notices shall be given to Provider at the following address:

PEACH TREE HEALTHCARE, INC.  
1114 Yuba Street, Suite 144  
Marysville, CA 95901

14. SUSTAINABILITY.

- A. Commission shall have no responsibility or obligation to ensure the long-term sustainability of Provider or Provider's program. The ultimate responsibility for sustainability shall be borne by Provider.
- B. Commission anticipates that revenues from Proposition 10 distributed by the First 5 California Children and Families Commission will diminish in the future and that the Commission's annual strategic plan, which is reviewed by the public, may change and/or reprioritize strategy areas as often as every year. For these reasons, Commission cannot and does not guarantee that a program once funded will continue to be funded, even if it is effective in attaining the Commission's goals.
- C. Commission may, if it chooses, be a partner with Provider in exploring any available funding options for a funded program, and may work in a coordinated way with those agencies and individuals administering other fund sources to identify and structure alternative ways to fund Provider. Options for a Provider to pursue to sustain the Program defined in this Agreement include, among others, seeking funds from other private and public sources, including governmental, corporate, and charitable sources, and soliciting donations.
- D. Provider shall develop a written sustainability plan for the Program defined in this Agreement with consultation from the Executive Director where appropriate.
- E. Provider shall fully cooperate with the Executive Director and Commission to address the goals of service integration.

15. CONTRACT CHANGES CLAUSE. Notwithstanding any other provision of this Agreement, no changes may be made to this Agreement without the express written authorization of the

Executive Director or, in the discretion of the Executive Director, the written consent of the Commission.

16. INDEMNIFICATION.

- A. Definitions. For purposes of this Section 16, "Provider" shall include Provider, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Provider or its subcontractors, in the performance of this Agreement. "Commission" shall include Commission, its officers, agents, employees and volunteers. "District" shall include the District, its officers, agents, employees and volunteers.
- B. Provider to Indemnify Commission. To the fullest extent permitted by law, Provider shall indemnify, hold harmless, and defend Commission from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Provider's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Provider or failure to comply with any provision in this Agreement.
- C. Provider to Indemnify District. To the fullest extent permitted by law, Provider agrees to indemnify, defend (by counsel reasonably satisfactory to attorneys for the District), and hold the District entirely harmless from any and all liabilities which the District may incur as a consequence of this Agreement and any and all claims and losses for any personal injury or property damage arising out of Provider's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Provider or failure to comply with any provision in this Agreement.
- D. District to Indemnify Provider and Commission. District agrees to indemnify, defend, and hold harmless Provider and the Commission from any and all claims, losses, injuries or other liabilities which may arise from the physical condition and maintenance of the Vehicle Toothmobile or its contents, but only to the extent caused by the acts or omissions of the District.
- E. Scope of Indemnity. Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Provider shall not be required to indemnify Commission for such loss or damage as is caused by the sole active negligence or willful misconduct of the Commission. Provider shall not be required to indemnify District for such loss or damage as is caused by the sole active negligence or willful misconduct of the District.
- F. Attorneys' Fees. Such costs and expenses shall include reasonable attorneys' fees for counsel of Commission or District's choice, expert fees and all other costs and fees of litigation. Provider shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- G. **Defense Deposit.** The Commission or the District may request a deposit for defense costs from Provider with respect to a claim. If the Commission requests a defense deposit, Provider shall provide it within 15 days of the request.
- H. **Waiver of Statutory Immunity.** The obligations of Provider under this Section 16 are not limited by the provisions of any workers' compensation act or similar act. Provider expressly waives its statutory immunity under such statutes or laws as to Commission and the District.
- I. **Indemnification by Subcontractors.** Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 16 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Provider's behalf.
- J. **Insurance Not a Substitute.** Commission and the District do not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Provider's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- K. If any legal action related to the work contemplated in this Agreement is filed against any Party, that Party shall immediately notify the other Parties

17. **CONFIDENTIALITY.**

- A. The Parties shall comply with, and will require its officers, employees, agents, sub-Providers and partners to comply with, all applicable Federal and State laws and regulations regarding the confidentiality of applications and records concerning an individual made or kept by the Parties, and shall keep such matters confidential and not open to examination for any purpose not directly connected with the administration of this Agreement or the services required by this Agreement.
- B. The Parties shall inform all of its officers, employees, agents, sub-Providers and partners of the above provisions and that any person knowingly and intentionally violating the applicable confidentiality laws and regulations may be guilty of a crime.

18. **QUALITY ASSURANCE, PROGRAM REVIEW, INSPECTION, & AUDIT.**

- A. Provider shall maintain adequate individualized client records, if applicable, which shall include face-to-face service plans, records of client interviews, case notes, confidentiality releases, referrals and records of services provided by the various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records must comply with all appropriate Federal, State, and Commission record maintenance requirements.

34

- B. Provider shall permit, at any reasonable time, personnel designated by the Executive Director to come on Provider's premises for the purpose of making periodic inspections to evaluate the effectiveness of the services rendered pursuant to this Agreement. Any other provision of this Agreement notwithstanding, at reasonable times during normal business hours, Commission or Executive Director, and/or their appropriate audit agency or designee, shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of Provider which pertain to services performed and determinations of amounts payable under this Agreement. Provider shall also furnish the Commission and Executive Director with such additional information as they may reasonably request to evaluate the fiscal and program effectiveness of the services being rendered.
- C. Provider shall maintain on a current basis, complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, all income, and all expenditures. These documents and records shall be retained for at least three (3) years from the completion of this Agreement. Provider shall permit Commission to audit all books, accounts, or records relating to this Agreement or all books, accounts, or records of any business entities controlled by Provider who participated in this Agreement in any way.
- D. Any audit may be conducted on Provider's premises or, at Commission's option, Provider shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Commission. Provider shall refund any moneys erroneously charged. If Commission requires an audit due to errors on the part of the Provider, Provider shall be liable for the costs of the audit in addition to any other penalty to be imposed.
- E. Should Provider's performance be found to be less than satisfactory at any point in the contract period, they shall be notified by Commission staff of the specific deficiencies. Provider will work, according to existing Commission policy, to develop and implement corrective actions and return to satisfactory standing.
- F. Provider will be notified in writing of their good standing with the Commission upon completion of this Agreement.

19. LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. The Parties agree to administer this Agreement in accordance with all applicable Commission policies, as well as any local, county, state, and federal laws, rules, and regulations applicable to its operations and shall comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire, safety, health, and sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. Provider shall keep in effect all licenses, permits, notices, and certificates required by law, and by this Agreement.

35

20. CHILD ABUSE PREVENTION AND REPORTING. Provider shall maintain current knowledge of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) requiring reporting of suspected abuse. Provider agrees to abide by all obligations, terms, and requirements of these laws and policies.

21. NONDISCRIMINATION.

- A. During the performance of this Agreement, Provider shall not unlawfully discriminate, harass, or allow harassment against any recipient of services, employee, or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, sexual preference, or use of leave authorized by law. Provider shall ensure that its evaluation and treatment of recipients of services, employees, and applicants for employment are free of such discrimination and harassment. Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.
- B. Provider shall comply with the following: Provisions of Title VI of the Civil Rights Act of 1964 (42 USC § 2000), as amended by the Equal Opportunity Act of March 24, 1972 (P.L. 92-261), Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84); and the Americans with Disabilities Act.
- C. Statement of Compliance. By signing this Agreement, Provider hereby certifies under penalty of perjury, as defined in California law, that Provider has, unless exempted, complied with the nondiscrimination requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

22. RELIGIOUS ACTIVITIES. Provider shall not, when conducting work funded by this Agreement: (A) discriminate against anyone in employment or hiring based on religion; (B) discriminate against any persons served based on religion; nor (C) provide any religious instruction, worship, or counseling.

23. SMOKE-FREE PREMISES. Provider shall prohibit the use of tobacco, marijuana, and e-cigarette on its premises. "Premises" shall include all property owned, leased, or occupied by Provider, including its offices and day care centers.

36

24. **POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities, specifically including lobbying or to further the election or defeat of any candidate for public office. No funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

25. **CULTURAL AWARENESS.** Provider shall ensure that participants receive from all staff members' effective, conscious, and respectful care that is provided in a manner compatible with the target populations' cultural health beliefs and practices and their preferred language. Provider shall provide language assistance services to each participant with limited English proficiency, including having bilingual staff and/or interpreter services at all points of contact.

26. **QUALITY CARE & PROFESSIONAL DEVELOPMENT.** Provider shall ensure that the care and services being provided to the target population is of the quality, and is aligned with, the First 5 IMPACT (Improve and Maximize Programs so All Children Thrive) and Quality Counts California initiatives, as set forth by First 5 California and implemented through the local Childcare Planning Council of Yuba Sutter. Provider shall regularly participate in available, relevant professional development opportunities. Providers shall also inform parents and families what quality early learning and development is and why it is important for young children, as set forth in the Local Childcare Planning Council of Yuba Sutter's Strategic Plan.

27. **INDEPENDENT PROVIDER.** The Parties understand and agree that Provider is an independent contractor and that no relationship of employer-employee exists between the Commission, Provider, or the District. Neither Provider nor Provider's assigned personnel shall be entitled to any benefits payable to employees of the Commission or District.

28. **PUBLIC RECORDS ACT.** Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

29. **GOVERNING LAW AND CHOICE OF FORUM.** This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Yuba County. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

30. **TERMINATION.**

- A. Commission may terminate this Agreement for any reason on thirty (30) calendar days' written notice to the Provider. The Provider agrees to cease all work under this Agreement on or before the effective date of any notice of termination.
- B. Either party may terminate this Agreement for a material breach of this Agreement. The other party must notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default. If such default is not cured within the fifteen-day period (or such longer

period as is specified in the notice), the contract will terminate at the end of the fifteen day period.

- C. This Agreement is subject to the Commission appropriating sufficient funds for the activities required of the Provider pursuant to this Agreement. If the Commission's adopted budget does not appropriate sufficient funds for this Agreement, the Commission may terminate this Agreement by giving thirty (30) days written notice to the Provider, in which event the Commission shall have no obligation to pay Provider any further funds or provide other consideration, and the Provider shall have no obligation to provide any further services under this Agreement.

31. INTEGRATION. This Agreement, including the language preceding the Agreement and the Agreement itself, represents the entire understanding of Provider and Commission as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may be amended only by written instrument signed by the Commission and Provider.

[Remainder of page intentionally left blank.]

AUTHORITY. By signing below, the parties to this Agreement represent that they have the authority to enter into this Agreement and that they agree to abide by the terms and conditions specified above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written.

**FIRST FIVE YUBA COMMISSION**

\_\_\_\_\_  
Commission Chair

\_\_\_\_\_  
Date

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Title *ASSISTANT SUPERINTENDENT*

*7/8/19*  
\_\_\_\_\_  
Date

**PEACH TREE HEALTHCARE, INC.**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved as to Form:**

*Nancy B. Bell*  
\_\_\_\_\_  
Commission Counsel

*6/28/2019*  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Marysville Joint Unified School District Counsel

*7/8/2019*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Peach Tree Healthcare, Inc. Counsel

\_\_\_\_\_  
Date

## EXHIBIT A - SCOPE OF WORK

<b>Agency:</b>	Marysville Joint Unified School District
<b>Subcontractor:</b>	Peach Tree Health
<b>Project:</b>	Happy Tooth Mobile
<b>Goal:</b>	All children maintain optimal health
<b>Desired Result:</b>	Increased use of health, dental and vision services
<b>Primary Target:</b>	Oral Health Services, Children ages 0-5 and their siblings

<b>Client Outcome</b>	<b>Service Activity</b>	<b>Description</b>	<b>Annual Minimum Service Targets and Standards</b>
Increase use of dental treatment services	Children dental screenings and professional dental services (Peachtree Dentist)	Tasks to be completed by pediatric dentists and dental assistants including: Dental screenings, fillings, extractions, sealants, root canals, patient set-up, x-rays, teeth cleaning, fluoride treatments, dental chart recording and review, maintenance of dental equipment and tools (including sterilization), and determine need for follow-up appts.	1,400 child screenings per year, 20% - 25% 0-5 year olds
	Care coordination (Peachtree Registration Clerk)	Coordinate with school coordinator regarding paperwork, communication with dentist and assistant, verify insurance, register patients, patient billing.	35% of all follow-up appointments are for prophyl/fluoride varnish and fillings
	Care coordination (School Dental Coordinator Tasks)	Distribution and completion of completed Medi-Cal forms, assist families of eligible children in completion of insurance forms, schedule and coordinate appointments, assist children to and from appointments, collect and prepare dental van data and statistics for reporting.	Number of children who received treatment, by type, by referral source
	Oral health education (School District Outreach Coordinator)	Classroom demonstrations, lessons, and hands-on activities.	50 preschool and kindergarten classes per school year Number of children...
	Community Engagement & Outreach (District)	Participate in community events such as the Back to School and Help Me Grow Play Dates to increase parent/caregiver awareness about the importance and impact of oral health (4/yr)	4 events per year
	Routine vehicle maintenance (School District)	Operation, routine maintenance and procurement of vehicle insurance	As recommended by vehicle and equipment manufacturers

40

## EXHIBIT B

## Happy Toothmobile Project Budget

PROPOSED FISCAL YEAR: 2019-2020						PROPOSED FISCAL YEAR: 2020-2021			
		TOTAL PROGRAM COSTS	PROVIDER FUNDING	DONATED RESOURCES/ OTHER FUNDING	FIRST 5 YUBA FUNDING	TOTAL PROGRAM COSTS	PROVIDER FUNDING	DONATED RESOURCES/O THER FUNDING	FIRST 5 YUBA FUNDING
A. SALARIES & BENEFITS									
FTE									
POSITION TITLE									
1 School Dental Coordinator		50,000.00	50,000.00	0.00	0.00	50,000.00	50,000.00	0.00	0.00
0.05 Vechicle Maintenance		3,000.00	3,000.00	0.00	0.00	3,000.00	3,000.00	0.00	0.00
0.05 Program Driver		3,000.00	3,000.00	0.00	0.00	3,000.00	3,000.00	0.00	0.00
TOTAL SALARIES		56,000.00	56,000.00	0.00	0.00	56,000.00	56,000.00	0.00	0.00
TOTAL BENEFITS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS		\$56,000.00	\$56,000.00	\$0.00	\$0.00	\$56,000.00	\$56,000.00	\$0.00	\$0.00
B. SERVICES & SUPPLIES									
General Maintenance/Improvement		3,500.00	0	0	3,500.00	3,500.00	0	0	3,500.00
Program Materials/Outreach/Marketing		15,500.00	0	2,000.00	13,500.00	15,500.00	0	2000.00	13,500.00
TOTAL SERVICES & SUPPLIES		\$19,000.00	\$0.00	\$2,000.00	\$17,000.00	\$19,000.00	\$0.00	\$2,000.00	\$17,000.00
C. SUBCONTRACTS									
SUBCONTRACTS - AGENCY NAME									
1 Professional Pediatric Dentist - PeachTree Health		167,080.00	0.00	167,080.00	0.00	171,845.00	0.00	171,845.00	0.00
1 Dental Clerk - PeachTree Health		31,165.00	0.00	31,165.00	0.00	32,100.00	0.00	32,100.00	0.00
1 Dental Hygentist- PeachTree Health		48,786.00	0.00	48,786.00	0.00	50,250.00	0.00	50,250.00	0.00
1 Dental Hygentist- PeachTree Health		43,735.00	0.00	43,735.00	0.00	45,048.00	0.00	45,048.00	0.00
TOTAL SALARIES		290,766.00	0.00	290,766.00	0.00	299,243.00	0.00	299,243.00	0.00
TOTAL BENEFITS		75,353.00	0.00	75,353.00	0.00	77,614.00	0.00	77,614.00	0.00
TOTAL SUBCONTRACTS		\$366,119.00	\$0.00	\$366,119.00	\$0.00	\$376,857.00	\$0.00	\$376,857.00	\$0.00
TOTAL PROGRAM BUDGET		\$441,119.00	\$56,000.00	\$368,119.00	\$17,000.00	\$451,857.00	\$56,000.00	\$378,857.00	\$17,000.00

41

Total 2 Year \$34,000

## EXHIBIT C- Budget Justification

**Agency Name:** MJUSD / Peach Tree Health  
**Project Name:** Happy Toothmobile

**Contract Term:** 07/01/2019 - 06/30/2021  
**Effective Date:** 07/01/2019

Budget Section	FY 19/20	FY 20/21	Total
<b>A. Général Maintenance</b>	\$ 3,500.00	\$ 3,500.00	\$7,000.00
<b>B. Program Materials and Marketing</b>	\$13,500.00	\$ 13,500.00	\$27,000.00
<b>Total Budget</b>	\$17,000.00	\$ 17,000.00	\$34,000.00
A. General Maintenance	FY 19/20	FY 20/21	Total Budget
<b>Description:</b> The maintenance budget include regular vehicle maintenance such as oil changes, tires, and fuel, generator costs, waste tank dump fees, and funds to cover unforeseen mechanical and maintenance problems that are bound to arise.	\$3,500.00	\$ 3,500.00	\$ 7,000.00
<b>Total General Maintenance</b>	\$ 3,500.00	\$3,500.00	\$ 7,000.00
B. Program Materials and Marketing	FY 19/20	FY 20/21	Total Budget
<b>Description:</b> Program materials include oral health kits for 1500 preschool and kindergarten students plus 500 combined for infants and adults per year.  Program Marketing/advertising expenses includes print costs for flyers, dental registration packets, tooth brushing charts, dental coloring pages/puzzles, posters, parent handouts, etc., plus our bus bench ad campaign for the remaining three months of our contract with Stott Advertising (through August).  The remaining materials cover miscellaneous outreach prizes and supplies. This includes 'Zero Cavity Club' rewards, event prizes, and 'Gleek The Dragon' books.  1500 Oral Health Kits = \$5,000 Advertising/Marketing = \$5,000 Misc. Outreach supplies = \$3500	\$ 13,500.00	\$13,500.00	\$27,000.00
<b>Total Program Materials &amp; Marketing:</b>	\$ 13,500.00	\$ 13,500.00	\$13,500.00

# EXHIBIT D – EVALUATION PLAN

## Evaluation Plan: MJUSD/Peach Tree Health – Happy Tooth Mobile

Service Activity	Indicator type	Indicator	Target	Actual	Data source	Responsible party	Notes
<b>Children dental screenings and professional dental services and care coordination</b>	Process	Number of children who received a dental exam	1,400 child exams per year, 20-25% 0-5-year-olds		Program records	MJUSD/Peach Tree Health collects and reports	
	Outcome	Number of children who received treatment, by type			Program records	MJUSD/Peach Tree Health collects and reports	
	Outcome	Percent of patients following up for prophyl/ fluoride varnish	90%		Program records	MJUSD/Peach Tree Health	
	Outcome	Percent of parents who said they would not otherwise have received treatment for their child			Program records	MJUSD/Peach Tree Health	First 5 will add to survey monkey
<b>Oral health education</b>	Process	Number of oral health education presentations given	50 preschool and kindergarten classes per school year		Workshop/event log	MJUSD/Peach Tree Health collects and reports	
	Process	Number of children receiving oral health education			Workshop/event log	MJUSD/Peach Tree Health collects and reports	
<b>Community Engagement &amp; Outreach</b>	Process	Number of community events participated in to increase parent/caregiver awareness about the importance and impact of oral health	4 per year		Workshop/event log	MJUSD/Peach Tree Health collects and reports	MJUSD/Peach Tree will indicate these events on the log and can provide number of oral health kits handed out

## EXHIBIT E – SAMPLE PROGRESS REPORT



### Progress Report\*

**Provider:**

**Program/Project Name:**

**Reporting Period (select one):**

- ☐ Q1 July – September      ☐ Q2 October – December  
☐ Q3 January – March      ☐ Q4 April – June  
☐ Other (Please Specify) \_\_\_\_\_

### Progress:

What, if any, challenges, barriers or unusual developments were encountered in your program and how you will address them or modify the activities to address them?

Do you have any major activities you intend to accomplish over the next six months (e.g., adding sites, hiring staff, marketing and activities to be conducted)?

Is there any technical assistance needed to support the success of this project?

### Additional Support

Do you receive additional support in the form of In-Kind or Leveraged Funds? ☐ Yes ☐ No

*"In-Kind" is defined as non-cash contributions such as volunteer hours, use of rooms, free and reduced-price school lunches, surplus food, vaccinations, public education and assistance, etc.*

*"Leveraged" is defined as all non-F5Y funding sources (other than in-kind) that support the project. For example: United Way financially supports the project in Q2*

If you answered "yes", please complete the following:

Type	Agency/Source	Description	Value (leveraged only)
------	---------------	-------------	------------------------

**Success Story/Program in Action:** Please provide at least one provider and family focused "Success Story" for the current fiscal year. Attach additional pages if necessary.

44

## EXHIBIT E – SAMPLE PROGRESS REPORT

The following items are attached (check all that apply):

- |  |   |
|--|---|
| <input type="checkbox"/> Workshop Logs         | <input type="checkbox"/> Health Screenings Addendum       |
| <input type="checkbox"/> Attendance logs       | <input type="checkbox"/> Developmental Screening Addendum |
| <input type="checkbox"/> Other, specify: _____ |   |
| <input type="checkbox"/> Other, specify: _____ |   |

**Evaluation Plan:** Remember to track and report the items you need to send to ASR and/or First 5 Yuba.

If you would like a copy of your Evaluation Plan please check here: \_\_\_\_\_ Yes please.

**Help Me Grow:** As an integral part of First 5 Yuba County's strategic plan we take seriously our commitment to Help Me Grow Yuba County and its mission to identify children with special healthcare needs as early as possible and connect them with the appropriate and effective services and interventions.

**Report Prepared by:**

**Date Submitted:**

**Email:**

**Phone:**

**Mailing Address** (only if changed during the reporting period):

45

### Summary of Reimbursements

[illegible]

Contractor Name:	Name				
Project Name:	Project				
Mailing Address:	1234 Main Street				
Phone:	530.123.4567				
Agreement Number:	SP19-###				
Agreement Period:	July 1, 2019 - June 30, 2021				
Reporting Period/Inclusive Months:	July 1 - September 30, 2019				
Line Item	Current Expenses	Year to Date Expenses	Approved Budget	Ending Balance	% Expended
<b>Salaries &amp; Benefits</b>					
Position Name (% FTE)		\$0.00	\$0.00	\$0.00	#DIV/0!
Position Name (% FTE)		\$0.00	\$0.00	\$0.00	#DIV/0!
Position Name (% FTE)		\$0.00	\$0.00	\$0.00	#DIV/0!
Total Salaries	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Benefits		\$0.00	\$0.00	\$0.00	#DIV/0!
<b>Total Salaries &amp; Benefits</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>#DIV/0!</b>
<b>Services &amp; Supplies</b>					
Program Materials/Special Services		\$0.00	\$0.00	\$0.00	#DIV/0!
Office Expense		\$0.00	\$0.00	\$0.00	#DIV/0!
Travel & Training		\$0.00	\$0.00	\$0.00	#DIV/0!
<b>Total Services and Supplies</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>#DIV/0!</b>
<b>Indirect Costs</b>					
		\$0.00	\$0.00	\$0.00	#DIV/0!
<b>Total Project Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>#DIV/0!</b>

Date \_\_\_\_\_

46

## Location

Includes Purchase Orders dated 06/01/2019 - 07/01/2019

Board Meeting Date July 16, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Arboga Elementary (01)				
P19-04156	CDW-G COMPUTER CENTER	Laptops	01-4410-0003	6,289.32
Location Categorical (203)				
P19-04223	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS	Shady Creek for Homeless Students	01-5890-5630	250.00
Location Cedar Lane Elementary (05)				
P19-04180	SAM'S CLUB DIRECT	Televisions for Security	01-4300-1100	542.68
Location Charter Academy For Fine Arts (42)				
P19-04173	NU GENERATION LANES, INC.	8th Grade Promotion Party	09-5890-0000	1,232.00
P19-04187	Herff Jones of Northern CA	Supplies - Graduation	09-4300-0000	476.76
P19-04189	SACRAMENTO THEATRICAL LIGHTING	Equipment Rental	09-5630-0000	430.00
P19-04190	SUTTER COUNTY SCHOOLS	TCIP	09-5801-0000	5,320.00
P19-04214	UNITED SITE SVCS OF CA, INC.	Fencing Rental	09-5801-0000	1,879.76
P19-04227	MUSIC THEATRE INTERNATIONAL	Perusal	09-4300-0000	40.00
P19-04229	AP EXAMINATIONS	AP Exam	09-4300-1100	2,679.00
			09-4300-9010	3,000.00
			<b>Total Location</b>	<b>15,057.52</b>
Location Child Development (51)				
P19-03376	CONSCIOUS DISCIPLINE	Conscious Discipline Preschool Supplies	12-4300-6105	3,463.70
Location Custodial Supervisor (206)				
P19-04205	HILLYARD - SACRAMENTO	Custodial	01-4410-0000	3,728.13
Location Dobbins Elementary (11)				
P19-04186	AMAZON.COM	Custodial Supplies	01-4320-0000	29.22
Location Edgewater Elementary (12)				
P19-04172	SUTTER COUNTY SCHOOLS	EDG 6th Grade	01-5890-9010	10,600.00
Location Ella Elementary (13)				
P19-04174	OFFICE DEPOT B S D	Toner	01-4300-1100	249.04

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Page 1 of 11

47

Includes Purchase Orders dated 06/01/2019 - 07/01/2019

Board Meeting Date July 16, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Ella Elementary (13) (continued)</b>				
P19-04213	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS	Shady Creek	01-5890-9010	1,051.00
<b>Total Location</b>				<b>1,300.04</b>
<b>Location Facilities (66)</b>				
P20-00072	OFFICE DEPOT B S D	Facilities	01-4300-0000	2,000.00
P20-00078	FEDERAL EXPRESS CORP	FACILITIES/2019/2020 S.Y	01-5910-0000	700.00
<b>Total Location</b>				<b>2,700.00</b>
<b>Location Foothill Intermediate (35)</b>				
P19-04196	MID-VALLEY OFFICIALS ASSOC.	Athletics	01-5801-1100	65.00
<b>Location Grounds (65)</b>				
P19-04141	Applied Landscape Materials	Grounds/MHS/LHS	01-4300-0000	4,890.68
P19-04204	CUSTOM PUMP & POWER, INC.	Grounds Yuba Gardens	01-5641-0000	315.00
<b>Total Location</b>				<b>5,205.68</b>
<b>Location Indian Education (108)</b>				
P19-04142	Marysville Farmers Marketplace	Native People's History Day	01-4300-9010	599.88
P19-04179	Sky Road Webb	High School Units at DQU in June	01-5801-4510	500.00
P19-04221	Michael Allen Williams	High School Units Summer	01-5801-4510	250.00
<b>Total Location</b>				<b>1,349.88</b>
<b>Location Instruction (IMC) (110)</b>				
P19-04143	Voyager Sopris Learning, Inc.	Language Live Summer School 2018-19	01-4200-0000	2,839.94
P19-04145	Pearson Education	6-8 myWorld HSS ARB reorder	01-4100-0004	.01
P19-04146	Pearson Education	9-12 HSS MHS reorder	01-4100-0004	.01
P19-04147	Pearson Education	6-8 myWorld HSS Reorder CLE	01-4100-0004	.01
P19-04148	Pearson Education	6-8 myWorld HSS DOB reorder	01-4100-0004	.01
P19-04149	Pearson Education	6-8 myWorld HSS EDG reorder	01-4100-0004	.01
P19-04150	Pearson Education	6-8 myWorld HSS ELA reorder	01-4100-0004	.01
P19-04151	Pearson Education	6-8 myWorld HSS JPE reorder	01-4100-0004	.01
P19-04152	Pearson Education	6-8 myWorld HSS LIN reorder	01-4100-0004	.01
P19-04153	Pearson Education	6-8 myWorld HSS OLV reorder	01-4100-0004	.01
P19-04154	Pearson Education	6-8 myWorld HSS YFS reorder	01-4100-0004	.01
P19-04155	Pearson Education	6-8 myWorld HSS Reorder FHS	01-4100-0004	.01

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001 - Marysville Joint Unified School District

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Page 2 of 11

48

Includes Purchase Orders dated 06/01/2019 - 07/01/2019

Board Meeting Date July 16, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Instruction (IMC) (110) (continued)				
P19-04163	Pearson Education	6-8 myWorld HSS Reorder MCK	01-4100-0004	.01
P19-04164	Pearson Education	6-8 myWorld HSS Reorder YGS	01-4100-0004	.01
P19-04165	Pearson Education	6-8 myWorld HSS Reorder IS	01-4100-0004	.01
P19-04166	Pearson Education	6-8 myWorld HSS Reorder DO	01-4100-0004	.01
P19-04167	Pearson Education	9-12 HSS LHS reorder	01-4100-0004	.01
P19-04168	Pearson Education	9-12 HSS SLHS reorder	01-4100-0004	.01
P19-04169	Pearson Education	9-12 HSS IS reorder	01-4100-0004	.01
P19-04170	Pearson Education	9-12 HSS DO reorder	01-4100-0004	.01
P19-04184	EAGLE SOFTWARE	Aeries CCI June 2019	01-5801-0004	750.00
P19-04193	Voyager Sopris Learning, Inc.	Language Live 5 year adoption	01-4100-0004	88,853.77
P19-04194	Learning by Design, LLC	June 2019 PD days with Maria Nielsen	01-5801-0004	10,000.00
P19-04195	Voyager Sopris Learning, Inc.	Timewarp plus Summer School CLE	01-4200-0000	10,392.99
P19-04225	Houghton Mifflin Harcourt	3rd grade TE GoMath	01-4100-0004	391.16
P19-04239	MJUSD REVOLVING CASH	Dinner for Migrant Ed summer school SF trip	01-4300-0000	815.00
P19-04242	The 530 Event Center	Room rental for June 2019 PD days	01-5630-0004	2,753.00
Total Location				116,796.05
Location Johnson Park Elementary (15)				
P19-04198	SCHOLASTIC	Lovell Pal Books	01-4300-1100	739.48
P19-04210	SCHOLASTIC	McKinnon Books	01-4300-1100	198.60
P19-04240	SCHOLASTIC	Scholastic Book Order/ Rivas	01-4300-0003	86.80
P19-04241	SCHOLASTIC	Scholastic Book Order/ Bruner	01-4300-0003	32.18
Total Location				1,057.06
Location Kynoch Elementary (17)				
P19-04182	MARYSVILLE CHARTER ACADEMY	2nd gr and Rm 31, play	01-5890-9010	250.00
Location Linda Elementary (19)				
P19-04181	SAM'S CLUB DIRECT	Televisions for Security	01-4300-1100	542.69
P20-00097	OFFICE DEPOT B S D	Office Depot - Office Supplies	01-4300-1100	2,000.00
P20-00098	OFFICE DEPOT B S D	Office Depot - Classroom Materials	01-4300-1100	8,500.00
Total Location				11,042.69

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001 - Marysville Joint Unified School District

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ONLINE

Page 3 of 11

49

Includes Purchase Orders dated 06/01/2019 - 07/01/2019

Board Meeting Date July 16, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43)				
P19-04158	AP EXAMINATIONS	AP Testing 2018/19	01-4300-0000	8,317.00
P19-04160	Western Pacific Mechanical Svc	Reach-in Repair	01-5641-0000	456.83
P19-04162	PLATT ELECTRIC SUPPLY	Supplies	01-4300-0000	162.13
P19-04183	ARNE'S PAINT STORE INC.	Supplies	01-4300-0000	249.95
P19-04212	PLATT ELECTRIC SUPPLY	Supplies	01-4300-0000	1,251.53
P19-04216	PLATT ELECTRIC SUPPLY	Supplies	01-4300-0000	1,153.41
P19-04217	PLATT ELECTRIC SUPPLY	Supplies	01-4300-0000	1,565.69
P19-04218	PLATT ELECTRIC SUPPLY	Supplies	01-4300-0000	364.15
P19-04243	Herff Jones of Northern CA	Graduation Gowns	01-5630-0000	3,643.70
P20-00095	SCHOOL SPECIALTY	Classroom Furniture	01-4300-0000	17,943.27
			01-4410-0000	5,645.30
P20-00096	SIERRA SCHOOL EQUIPMENT CO	Classroom Furniture	01-4300-0000	5,806.53
P20-00106	OFFICE DEPOT B S D	Admin Open PO	01-4300-0000	6,000.00
P20-00107	HERFF JONES EDUCATION DIVISION ATTN: CUSTOMER SERVICE	Diplomas and Covers	01-4300-0000	3,300.00
P20-00108	Home Campus	Athletic Clearance Program	01-5801-0000	895.00
Total Location				56,754.49
Location Maintenance (63)				
P19-04042	Johnson Controls Fire Protection LP	Maintenance/MHS	01-5801-8150	5,357.00
P19-04138	AMERICAN LEAK DETECTION	Maintenance/MHS Pool	01-5801-8150	3,000.00
P19-04144	VOLTAGE SPECIALISTS	Maintenance/McKenney	01-5801-8150	725.00
P19-04159	KING CLOTHING	Maintenance	01-4300-8150	167.68
P19-04177	L&W Supply	Maintenance/AHernandez	01-4300-8150	2,789.06
P19-04178	HOLT OF CALIFORNIA	Maintenance	01-5641-8150	276.38
P19-04185	FRANK M. BOOTH, INC	Maintenance/LHS	01-5642-8150	6,812.72
P19-04188	THRIFTY-ROOTER-PUMPING	Maintenance/LHS Bldgs C&D	01-5801-8150	280.00
P19-04191	Dept of Ind. Relations (Acctg) DOSH Elevator Permits	Maintenance/LHS Elevator	01-5890-8150	225.00
P19-04192	GOLDEN BEAR ALARMS	Marysville/Yuba Gardens	01-5801-8150	45.00
P19-04201	CLEANRITE / BUILDRITE INC.	Maintenance/Linda Cafeteria	01-5801-8150	1,280.00
P19-04202	Dept of Ind. Relations (Acctg) DOSH Elevator Permits	Maintenance/MHS Elevator	01-5890-8150	225.00
P19-04228	IDN-Wilco	Maintenance	01-4300-8150	144.28

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001 - Marysville Joint Unified School District

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ESCAPE

ONLINE

Page 4 of 11

Includes Purchase Orders dated 06/01/2019 - 07/01/2019

Board Meeting Date July 16, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P19-04237	LENNOX INDUSTRIES, INC.	Maintenance	01-4300-8150	211.33
P20-00007	AMERICAN EAGLE ENTERPRISES	Bleacher Inspections & Repairs	01-5801-8150	10,750.00
P20-00010	Carpet II Inc. DBA Premier Floors	Maintenance/LHS Culinary	14-5642-0000	6,347.80
P20-00018	Carpet II Inc. DBA Premier Floors	Maintenance/Ella Rm P104,P105, P108	01-5642-8150	14,937.18
P20-00019	Carpet II Inc. DBA Premier Floors	Maintenance/Arboga Offices	14-5642-0000	3,712.64
P20-00020	Carpet II Inc. DBA Premier Floors	Maintenance/Edgewater P11, P12, P13	14-5642-0000	14,834.01
P20-00021	Carpet II Inc. DBA Premier Floors	Maintenance/Johnson Park #3	14-5642-0000	4,425.98
P20-00022	Carpet II Inc. DBA Premier Floors	Maintenance/LHS RM P104	14-5642-0000	4,425.98
P20-00045	AIRGAS	MAINTENANCE/2019-2020	01-4300-8150	300.00
P20-00046	ARNE'S PAINT STORE INC.	MAINTENANCE/2019-2020	01-4300-8150	14,000.00
P20-00047	Applied Landscape Materials	MAINTENANCE/2019-2020	01-4300-8150	32,000.00
P20-00048	Backflow Distributors, Inc.	MAINTENANCE/2019-2020	01-4300-8150	5,000.00
P20-00049	BASIC LABORATORY, INC.	MAINTENANCE/2019-2020	01-5801-8150	40,000.00
P20-00050	BATTERIES PLUS	MAINTENANCE/2019-2020	01-4300-8150	1,000.00
P20-00051	BEARING BELT CHAIN COMPANY	MAINTENANCE/2019-2020	01-4300-8150	500.00
P20-00052	BI-COUNTY POOL SERVICE	MAINTENANCE/2019-2020	01-4300-8150	4,500.00
P20-00053	BUTTES PIPE & SUPPLY CO	MAINTENANCE/2019-2020	01-4300-8150	1,000.00
P20-00054	CARPET CLEARANCE CENTER	Maintenance/2019-2020	01-4300-8150	500.00
P20-00055	CLOSE LUMBER	MAINTENANCE/2019-2020	01-4300-8150	11,000.00
P20-00056	CONSOLIDATED ELECTRICAL	MAINTENANCE/2019-2020	01-4300-8150	4,000.00
P20-00057	CULLIGAN	MAINTENANCE/2019-2020	01-5801-8150	10,000.00
P20-00058	FOOTHILL ACE HARDWARE	MAINTENANCE/2019-2020	01-4300-8150	200.00
P20-00059	GEARY PACIFIC SUPPLY	MAINTENANCE /2019-2020	01-4300-8150	2,000.00
P20-00060	H & H TRENCHING	MAINTENANCE/2019-2020	01-5801-8150	400.00
P20-00061	HARBOR FREIGHT TOOLS	MAINTENANCE/2019-2020	01-4300-8150	500.00
P20-00062	HASTIE'S CAPITOL SAND & GRAVEL	MAINTENANCE/2019-2020	01-4300-8150	9,000.00
P20-00063	HOME DEPOT	MAINTENANCE/2019-2020	01-4300-8150	2,500.00
P20-00064	HORIZON SAFETY DISTRIBUTING	Maintenance/2019-2020	01-4300-8150	500.00
P20-00065	HUST BROTHERS INC	MAINTENANCE/2019-2020	01-4300-8150	500.00

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001 - Marysville Joint Unified School District

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ESCAPE ONLINE

Page 5 of 11

51

Includes Purchase Orders dated 06/01/2019 - 07/01/2019

Board Meeting Date July 16, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P20-00066	J.W. WOOD COMPANY, INC	MAINTENANCE/2019-2020	01-4300-8150	12,000.00
P20-00067	KIMBALL MIDWEST	MAINTENANCE/2019-2020	01-4300-8150	3,500.00
P20-00068	KINNEY ELECTRIC	MAINTENANCE/2019-2020	01-4300-8150	3,500.00
P20-00069	KNIFE RIVER CONSTRUCTION	MAINTENANCE/2019-2020	01-4300-8150	1,000.00
P20-00070	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	MAINTENANCE/2019-2020	01-4300-8150	40,000.00
P20-00071	MAR-KEY LOCK & SECURITY	MAINTENANCE/2019-2020	01-4300-8150	20,000.00
P20-00073	MECKS BUILDING CENTER	MAINTENANCE/2019-2020	01-4300-8150	4,000.00
P20-00074	NORTH VALLEY BARRICADE & SAFET	MAINTENANCE/2019-2020	01-4300-8150	1,500.00
P20-00075	OFFICE DEPOT B S D	MAINTENANCE/2019-2020	01-4300-8150	1,000.00
P20-00076	PACE SUPPLY CORP.	MAINTENANCE/2019-2020	01-4300-8150	40,000.00
P20-00077	PLATT ELECTRIC SUPPLY	MAINTENANCE/2019-2020	01-4300-8150	75,000.00
P20-00079	QUICK'S GLASS SERVICE INC	MAINTENANCE/2019-2020	01-4300-8150	5,000.00
P20-00080	RIEBES AUTO SUPPLY	MAINTENANCE/2019-2020	01-4300-8150	200.00
P20-00081	SAVE MART / FOODMAXX	MAINTENANCE/2019-2020	01-4300-8150	4,500.00
P20-00082	SIEMENS BUILDING TECHNOLOGIES	Maintenance/2019-2020	01-5801-8150	5,000.00
P20-00083	SIGNWORX	MAINTENANCE/2019-2020	01-4300-8150	1,500.00
P20-00084	SILICA RESOURCES, INC. SRI-SPECIALTY SAND & GRAVEL	MAINTENANCE/2019-2020	01-4300-8150	2,000.00
P20-00085	SLAKEY BROS	MAINTENANCE/2019-2020	01-4300-8150	30,000.00
P20-00086	THRIFTY-ROOTER-PUMPING	Maintenance/2019-2020	01-5801-8150	2,000.00
P20-00087	TRACTOR SUPPLY COMPANY	MAINTENANCE/2019-2020	01-4300-8150	400.00
P20-00088	TWIN CITIES EQUIPMENT RENTAL	MAINTENANCE/2019-2020	01-5630-8150	1,000.00
P20-00089	UNION LUMBER COMPANY	MAINTENANCE/2019-2020	01-4300-8150	15,000.00
P20-00090	UNITED RENTALS	MAINTENANCE/2019-2020	01-5630-8150	7,500.00
P20-00091	UNIVAR USA, INC.	MAINTENANCE/2019-2020/POOL	01-4300-8150	6,000.00
P20-00092	YUBA CITY SCRAP & STEEL	MAINTENANCE 2019-2020	01-4300-8150	4,000.00
P20-00093	ZEE MEDICAL COMPANY	MAINTENANCE/2019-2020	01-4300-8150	600.00
P20-00094	Sac Ice	Ice Machine Service/Maintenance	01-5801-8150	1,096.40
P20-00099	CAPITOL BUILDERS HARDWARE INC	Maintenance/Transportation Training Room	14-5642-0000	4,107.26
P20-00100	REFRIGERATION SUPPLIES DISTRIB	Maintenance	01-4300-8150	10,000.00

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001 - Marysville Joint Unified School District

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Page 6 of 11

52

Includes Purchase Orders dated 06/01/2019 - 07/01/2019

Board Meeting Date July 16, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Marysville High (45)</b>				
P20-00101	MAR-KEY LOCK & SECURITY	Maintenance/LHS Bldg C/New doors	01-4300-8150	5,569.46
			<b>Total Location</b>	<b>527,345.16</b>
P19-02963	MJB WELDING SUPPLY	Ag Mech Equipment RFP 19-1019	01-6400-0003	30,995.77
			01-6400-0004	36,660.48
P19-04207	SCHOOL SPECIALTY	Calculators	01-4300-7338	5,793.93
P19-04208	AMAZON.COM	Keyboard	01-4300-6690	45.24
P19-04215	Pearson Education	ilit ELL	01-5801-7338	2,500.00
P19-04219	AP EXAMINATIONS	AP Exam Invoice	01-4300-0000	7,297.00
			01-4300-9010	1,995.00
P19-04234	MARYSVILLE HIGH SCHOOL STUDENT BODY	Link Crew Celebration	01-4300-0004	65.00
			<b>Total Location</b>	<b>85,352.42</b>
<b>Location McKenney Intermediate (37)</b>				
P19-04139	Hailey Sanchez	BHAG BRAR SCHOLARSHIP	73-7299-9020	50.00
P19-04140	Ahloni Smisor	ELIZABETH YANK SCHOLARSHIP	73-7299-9020	50.00
P19-04206	GALAXY MOBILE DJ'S	PROMOTION	01-5801-1100	600.00
P19-04209	ELITE UNIVERSAL SECURITY	SECURITY FOR PROMOTION	01-5801-1100	262.50
			<b>Total Location</b>	<b>962.50</b>
<b>Location Nutrition Services (73)</b>				
P19-04175	Mai Thao Vang	Studen Refund per Refund Request Form	13-5892-5310	36.25
P19-04176	Mary Day	Student Refund per Refund Request Form	13-5892-5310	5.00
P19-04199	CAMELIA SAUCEDO	Nutrition Services Petty Cash 18/19 SY	13-4300-5310	188.21
P19-04200	The Fruitguys	Produce for 2019 Nutrition Faire A to Z Salad Bar	13-4716-5310	374.00
P20-00008	THE FIRE GUYS LLC	Ansul Service	13-5583-5310	2,300.00
			<b>Total Location</b>	<b>2,903.46</b>
<b>Location Personnel (113)</b>				
P19-04232	APPEAL DEMOCRAT	Job Advertisements	01-5890-0000	545.05
P20-00042	RAY MORGAN COMPANY	Personnel Copier Maint. 19-20 SY	01-5621-0000	475.00
			<b>Total Location</b>	<b>1,020.05</b>
<b>Location Print Shop (67)</b>				

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001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jul 1 2019 11:11AM

ESCAPE

ONLINE

Page 7 of 11

53

Includes Purchase Orders dated 06/01/2019 - 07/01/2019

Board Meeting Date July 16, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Print Shop (67)</b>				
P19-04197	Spicer's Paper, Inc.	Paper	01-4300-0000	630.65
<b>Location Pupil Services (202)</b>				
P19-04171	NCS PEARSON INC. DBA:PEARSON, INC.	Q Interactive Speech Monthly Usage	01-5801-6500	118.00
P19-04224	LAERDAL MEDICAL CORPORATION	CPR Training Manikins	01-4410-0000	995.90
P19-04226	NCS PEARSON INC.	Speech Monthly Q Interactive usage	01-4300-6500	181.20
P19-04230	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech	01-4300-6500	1,751.47
P19-04231	NCS PEARSON INCORPORATED	Speech	01-4300-6500	2,836.00
P19-04233	School Health Corporation	Speech	01-4300-6500	261.09
P19-04238	Celene Puente-Raya	mileage reimbursement for parent	01-5870-6500	6,905.47
P20-00104	SMILE BUSINESS PRODUCTS, INC.	Pupil Svcs Copier Maint 19-20 SY	01-5621-0000	1,000.00
<b>Total Location</b>				<b>14,049.13</b>
<b>Location Purchasing (104)</b>				
P19-04157	SETON	Inventory Tags	01-4300-0000	2,554.65
P20-00009	THE FIRE GUYS LLC	Fire Extinguisher Service	01-5583-0000	10,800.00
<b>Total Location</b>				<b>13,354.65</b>
<b>Location South Lindhurst (47)</b>				
P19-04203	Pearson Education	ILitELL	01-5801-7338	3,082.00
<b>Location Student Discipline/Attendance (109)</b>				
P19-04211	Superfints	Safety window tinting	01-4300-0000	2,365.29
<b>Total Location</b>				<b>9,729.58</b>
<b>Location Superintendent (101)</b>				
P20-00043	RAY MORGAN COMPANY	Superintendent Copier Maint 19-20	01-5621-0000	750.00
<b>Location Technology (102)</b>				
P20-00102	NETWORK CONSULTING SERVICES INC.	VMware Renewal 7/1/19 - 6/30/20	01-5801-0000	10,334.22
P20-00103	NETWORK CONSULTING SERVICES INC.	Ivanti (LAN DESK) 7/1/19 - 6/30/20	01-5801-0000	47,166.00
P20-00105	SECURE CONTENT SOLUTIONS(SCS)	Sophos Payment #2	01-5801-0000	20,533.34
<b>Total Location</b>				<b>78,033.56</b>

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001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jul 1 2019 11:11AM

ESCAPE ONLINE

Page 8 of 11

54

Includes Purchase Orders dated 06/01/2019 - 07/01/2019

Board Meeting Date July 16, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Transportation (69)</b>				
P19-04235	J&S Equip./Steam Cln, Inc	Steam Cleaner	01-4410-0230	3,951.13
P19-04236	SUTTER BUTTES COMMUNICATIONS	Radio & Install bus 101	01-4300-0230	48.26
			01-4410-0230	710.00
			01-5801-0230	255.00
<b>Total Location</b>				<b>4,964.39</b>
<b>Location Warehouse (71)</b>				
P20-00011	National Art & School Supplies	WHS Stock 19-20 SY	01-9320-0000	5,175.22
P20-00013	Liberty Paper	Warehouse Stock 19-20 S.Y.	01-9320-0000	1,347.71
P20-00014	Contract Paper Group	Warehouse Stock 19-20 S.Y.	01-9320-0000	51,102.66
P20-00015	S & S WORLDWIDE	Warehouse Stock 19-20 S.Y.	01-9320-0000	1,322.27
P20-00016	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 19-20 S.Y.	01-9320-0000	25,716.94
P20-00017	ERNEST PACKAGING SOLUTIONS	Warehouse Stock 2019-20 S.Y.	01-9320-0000	875.61
P20-00024	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 19-20 S.Y.	01-9320-0000	2,056.75
P20-00025	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 19-20 SY	01-9320-0000	5,333.69
P20-00026	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 19-20 SY	01-9320-0000	1,812.84
P20-00027	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 19/20	01-9320-0000	24,973.50
P20-00028	PYRAMID SCHOOL PRODUCTS	Warehouse Stock 19-20 SY	01-9320-0000	33,486.40
P20-00029	PYRAMID SCHOOL PRODUCTS	WHS Stock 19-20 SY	01-9320-0000	8,629.52
P20-00030	PYRAMID SCHOOL PRODUCTS	WHS Stock 19-20 SY	01-9320-0000	4,946.85
P20-00031	US GAMES	WHS Stock 19-20 SY	01-9320-0000	476.82
P20-00032	CANNON SPORTS INC.	WHS Stock 19-20 SY	01-9320-0000	1,192.53
P20-00033	MEDCO SUPPLY COMPANY	WHS Stock 19-20 SY	01-9320-0000	138.56
P20-00034	HENRY SCHEIN COMPANY	WHS Stock 19-20 SY	01-9320-0000	809.61
P20-00035	Everything Medical	WHS Stock 19-20 SY	01-9320-0000	4,251.43
P20-00036	J.E. FOSS CO., INC.	WHS Stock 19-20 SY	01-9320-0000	2,388.00
P20-00037	CONSERV FLAG CO	WHS Stock 19-20	01-9320-0000	941.13
P20-00038	CASCADE SCHOOL SUPPLIES	WHS Stock 19-20	01-9320-0000	2,720.86
P20-00039	STANDARD STATIONERY SUPPLY CO	Warehouse Stock 19-20 S.Y.	01-9320-0000	429.02
P20-00040	STANDARD STATIONERY SUPPLY CO	Warehouse Stock 19-20 S.Y.	01-9320-0000	252.53
P20-00041	STANDARD STATIONERY SUPPLY CO	Warehouse Stock 19-20 S.Y.	01-9320-0000	2,407.96

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001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jul 1 2019 11:11AM

ESCAPE ONLINE

Page 9 of 11

55

Includes Purchase Orders dated 06/01/2019 - 07/01/2019

Board Meeting Date July 16, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Warehouse (71) (continued)				
P20-00109	Everything Medical	WHS Stock 19-20 SY	01-9320-0000	13.77
Total Location				182,802.18

Location Yuba Gardens Intermediate (39)

P19-04222	FASTRAK VIOLATION PROCESSING INVOICE PROCESSING DEPT ART CLUB		01-5712-9010	16.00
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Total Number of POs

207

Total

1,161,477.19

## Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	93	307,494.96
09	Chtr Schs	7	15,057.52
12	Child Dev	1	3,463.70
13	Cafeteria	4	603.46
73	Fndn Priv	2	100.00
Total Fiscal Year 2019			326,719.64
01	Gen Fund	93	794,603.88
13	Cafeteria	1	2,300.00
14	Def Maint	6	37,853.67
Total Fiscal Year 2020			834,757.55
Total			1,161,477.19

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001 - Marysville Joint Unified School District

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ESCAPE

ONLINE

Page 10 of 11

56

## PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P19-00523	3,436.49	01-5641	Gen Fund/Equip Repa	936.49
P19-00630	78,733.00	13-4717	Cafeteria/FoodPurcSch	733.00
P19-00631	364,300.00	13-4711	Cafeteria/Milk	8,500.00
P19-00632	271,464.00	13-4716	Cafeteria/Produce	19,800.00
P19-00648	614,139.00	13-4717	Cafeteria/FoodPurcSch	139.00
P19-00649	87,700.00	13-4717	Cafeteria/FoodPurcSch	300.00-
P19-00764	14,308.00	09-5801	Chtr Schs/Contracts	2,310.00
P19-00803	718.48	01-5890	Gen Fund/Other Serv	218.48
P19-00999	2,199.00	01-5801	Gen Fund/Contracts	1,500.00
P19-01047	67,000.00	13-5641	Cafeteria/Equip Repa	7,500.00-
P19-01425	181,706.24	13-4716	Cafeteria/Produce	3,177.00
P19-02072	11,863.00	01-5890	Gen Fund/Other Serv	1,863.00
P19-02565	1,595,979.99	01-6210	Gen Fund/Buildings	4,441.44
P19-03172	10,312.61	01-4410	Gen Fund/Equip NonC	286.86
P19-03474	6,289.32	12-4300	Child Dev/Mat&Suppli	344.23
P19-03569	4,192.88	01-4410	Gen Fund/Equip NonC	229.49
P19-03603	16,288.01	01-4410	Gen Fund/Equip NonC	121.24
P19-03609	3,144.66	01-4410	Gen Fund/Equip NonC	172.12
P19-03612	6,289.32	01-4410	Gen Fund/Equip NonC	344.23
P19-03665	7,337.54	01-4410	Gen Fund/Equip NonC	401.61
P19-03676	1,048.22	01-4410	Gen Fund/Equip NonC	57.37
P19-03677	2,096.44	01-4410	Gen Fund/Equip NonC	114.74
P19-03701	1,048.22	01-4410	Gen Fund/Equip NonC	57.37
P19-03864	20,507.19	01-4410	Gen Fund/Equip NonC	631.10
P19-03866	18,867.96	01-4410	Gen Fund/Equip NonC	1,032.70
P19-03889	789.73	01-4300	Gen Fund/Mat&Suppli	291.38-
P19-03977	1,223.89	01-4410	Gen Fund/Equip NonC	57.37
P19-03980	10,482.20	01-4410	Gen Fund/Equip NonC	573.72
P19-04017	11,890.52	01-4410	Gen Fund/Equip NonC	3,344.93-
Total PO Changes				36,606.25

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001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jul 1 2019 11:11AM

ESCAPE

ONLINE

Page 11 of 11

57

# Annual Fuel and Oil for Transportation Services

## RFP #19-1023

REQUIRED DOCUMENTS SUBMITTED?	VENDOR ABSTRACT COMMENTS	Lakeview Energy Services  Vendor provided June 1, 2019 OPIS w/CAR Vendor provided invoice for Renewable Diesel	Ramos Oil Co. Inc.  Vendor provided June 1, 2019 OPIS w/CAR Vendor only confirmed pricing for 120 days
Proposal Form		X	X
Acknowledged Addenda (2 total)		X	X
Pricing Form		X	X
Contractor Certification		X	X
Performance References Form		X	X
Non-Collusion Affidavit, Notarized		X	X
Copy of June 1, 2019 DAILY OPIS w/CAR 10AM EST		X	X
<b>BID TOTAL</b>			
Total Amount of Bid based on the estimated amount for one year		\$509,760.20	\$567,190.44

58

# Annual Fuel and Oil for Transportation Services

## RFP #19-1023

VENDOR		Lakeview Energy Services	Ramos Oil Co. Inc.
ABSTRACT		Vendor provided June 1, 2019 OPIS w/CAR	Vendor provided June 1, 2019 OPIS w/CAR
COMMENTS		Vendor provided invoice for Renewable Diesel	Vendor only confirmed pricing for 120 days
<b>DETAILED PRICING</b>			
<b>ULTRA LOW SULFUR RED DIESEL FUEL - UNBRANDED OPIS Unbranded Rack Avg w/CAR 6/1/19 10AM EST</b>	<b>2.3235</b>	<b>Profit Margin</b>	<b>Profit Margin</b>
Transportation Bus Lot, 12,000 Gallon Tank (Truck & Trailer)		\$0.0400	\$0.0597
Challenge Shop, 1,000 Gallon Tank (Bobtail)		\$0.1700	\$0.2500
<b>UNLEADED REGULAR GASOLINE 87 OCTANE - OPIS Unbranded Rack Avg w/CAR 6/1/19 10AM EST</b>	<b>2.3538</b>	<b>Profit Margin</b>	<b>Profit Margin</b>
Transportation Bus Lot, 1,000 Gallon Tank (Bobtail)		\$0.1400	\$0.1800
Challenge Shop, 500 Gallon Tank (Bobtail)		\$0.1700	\$0.4000
<b>DYED RENEWABLE DIESEL</b>	<b>2.8100</b>	<b>Profit Margin</b>	<b>Profit Margin</b>
Foothill School, 1,000 Gallon Tank (Bobtail)		\$0.1500	\$0.1800
<b>TOTAL DIESEL/GASOLINE PRICING</b>	<b>Annual Usage</b>	<b>Price for One Year</b>	<b>Price for One Year</b>
Diesel - Transportation Bus Lot	144,000	\$340,344.00	\$343,180.80
Diesel - Challenge Shop	12,000	\$29,922.00	\$30,882.00
Unleaded Gasoline - Transportation Bus Lot	32,800	\$81,796.64	\$83,108.64
Unleaded Gasoline - Challenge Shop	1,200	\$3,028.56	\$3,304.56
Renewable Diesel - Foothill School	12,000	\$35,520.00	\$35,880.00
<b>ENGINE OIL</b>		<b>Brand</b>	<b>Brand</b>
15W40 (Gallons) Guardol ECT (TI) 15W40	1,600	Phillips 66	Petro Canada Duron HP
Price per Gallon		\$9,5300	\$8,1000
<b>Annual ENGINE OIL Price</b>		\$15,248.00	\$12,960.00
<b>TRANSMISSION FLUID</b>		<b>Brand</b>	<b>Brand</b>
Synthetic HD (Gallons) 76 Triton Heavy Duty ATF	100	Phillips 66	Petro Canada Duradrive MV
Price per Gallon		\$19,4600	\$16,6500
<b>Annual Transmission FLUID Price</b>		\$1,946.00	\$1,665.00
<b>GEAR LUBRICANT</b>		<b>Brand</b>	<b>Brand</b>
MP Gear Lube (Gallons) 76 MP Gear Lube LS 85W140	100	Phillips 66	Petro Canada Traxon
Price per Gallon		\$19,5500	\$16,3600
<b>Annual GEAR LUBRICANT Price</b>		\$1,955.00	\$1,636.00
<b>BID TOTAL ALL ITEMS ESTIMATED FOR ONE YEAR (based on detailed pricing calculations)</b>		\$509,760.20	\$512,617.00
Market Rate Fuel Price			
Bidded Profit Margin			

59



## **Dobbins Elementary School Title I, Part A School-Level Parent and Family Engagement Policy**

This policy describes the means for carrying out designated Title I, Part A parent and family engagement requirements pursuant to ESSA Section 1116(c).

Each school served under this part shall jointly develop with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed on by such parents, that shall describe the means for carrying out the requirements of subsections (c) through (f). How are parents notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand? How is the policy made available to the local community? How and when is the policy updated periodically to meet the changing needs of parents and the school (ESSA Section 1116[b][1])?

- All notices distributed in Native Language
- All notices written in easily understood language
- Invitation/Meeting notification via newsletters, website, notices

To involve parents in the Title I, Part A programs, the following practices have been established:

- Parent Night Presentations
- Parent-Teacher Conferences
- Standards Based Report Cards
- Grade Level Standards Brochure
- Newsletter Articles
- Personal Invites by Staff

The school convenes an annual meeting to inform parents about Title I, Part A requirements and about the right of parents to be involved in the Title I, Part A program (ESSA Section 1116[c][1]). Add details about the annual meetings in the box below.

- Annual Title I meeting held every year at near Back to School Night.
- Information regarding the school's participation in the school-wide Title I Program
- Explanation of the program and its requirements
- Information informing parents of their right to be involved
- Encouragement of parents' participation
- An opportunity for parents to serve on the School-wide Title I Committee

60

The school offers a flexible number of meetings for Title I, Part A parents, such as meetings in the morning or evening (ESSA Section 1116[c][2]). Add details about the meetings in the box below.

- Meetings are held before school, during school, after school, and evenings.

The school involves parents of Title I, Part A students in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I, Part A programs and the Title I, Part A parent involvement policy (ESSA Section 1116[c][3]). How does the school involve parents?

- Parent Night Presentations
- Parent-Teacher Conferences
- Standards Based Report Cards
- Grade Level Standards Brochure
- Newsletter Articles

The school provides parents of Title I, Part A students with timely information about Title I, Part A programs (ESSA Section 1116[c)(4)[A]). How does the school provide the information?

- All notices distributed in Native Language
- All notices written in easily understood language
- Invitation/Meeting notification via newsletters, website, notices

The school provides parents of Title I, Part A students with an explanation of the curriculum used at the school, the assessments used to measure student progress, and the proficiency levels students are expected to meet (ESSA Section 1116[c][4][B]). How does the school provide the information?

- Title I Programs in the school
- Results of the annual school review including school performance profiles
- Individual students' assessment results and their interpretation
- A description and explanation of the school curriculum
- The assessments used to measure student progress and proficiency levels that the students are required to meet
- Opportunities for regular meetings to provide input, collaborate with other parents, and participation in shared decision making related to the education of their children

If requested by parents of Title I, Part A students, the school provides opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children (ESSA Section 1116[c][4][C]). How does the school provide the opportunities?

- Participation in Parent/School Organizations
- Encouragement to Volunteer at School in the Classrooms
- Serve on the District Advisory Committee
- Fundraising
- School/Community Events

61

- Chaperones

The school engages Title I, Part A parents in meaningful interactions with the school. The Compact supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the school has established the following practices:

The school provides Title I, Part A parents with assistance in understanding the state's academic content standards, assessments, and how to monitor and improve the achievement of their children (ESSA Section 1116[e][1]).

- Results of the annual school review including school performance profiles
- Individual students' assessment results and their interpretation
- A description and explanation of the school curriculum
- The assessments used to measure student progress and proficiency levels that the students are required to meet

The school provides Title I, Part A parents with materials and training to help them work with their children to improve their children's achievement (ESSA Section 1116[e][2]).

- Parent-Teacher Conferences
- Family Literacy Nights
- District Parent Training Opportunities
- Making Parent Resources Available
- Publishing Parent Tips in Monthly Newsletter

With the assistance of Title I, Part A parents, the school educates staff members in the value of parent contributions, and in how to work with parents as equal partners (ESSA Section 1116[e][3]).

- District Sponsored Professional Development
- Buy Back Days of Professional Development
- Minimum Day Staff Development
- Staff Meeting Professional Development

The school coordinates and integrates the Title I, Part A parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children (ESSA Section 1116[e][4]).

- Participation in Parent/School Organizations
- Encouragement to Volunteer at School in the Classrooms
- Serve on the District Advisory Committee
- Fundraising
- School/Community Events
- Chaperones

62

The school distributes information related to school and parent programs, meetings, and other activities to Title I, Part A parents in a format and language that the parents understand (ESSA Section 1116[e][5]).

- All notices distributed in Native Language
- All notices written in easily understood language

The school provides support for parental involvement activities requested by Title I, Part A parents (ESSA Section 1116[e][14]).

- Survey Parent Needs
- Providing/Participating in requested activities.

The school provides opportunities for the participation of all Title I, Part A parents, including parents with limited English proficiency, parents with disabilities, and parents of migratory students. Information and school reports are provided in a format and language that parents can understand (ESSA Section 1116[f]).

Please attach the School-Parent Compact to this document.

This policy was adopted by Dobbins Elementary School on 05/14/2019 and will be in effect for the period of 08/01/2019.

The school will distribute the policy to all parents of students participating in the Title I, Part A program on or before 09/01/2019

Duane Triplett

**Signature of Authorized Official**



05/22/2019

**Date**

California Department of Education  
July 2018



63



## Ella Elementary School Title I, Part A School-Level Parent and Family Engagement Policy

This policy describes the means for carrying out designated Title I, Part A parent and family engagement requirements pursuant to ESSA Section 1116(c).

Each school served under this part shall jointly develop with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed on by such parents, that shall describe the means for carrying out the requirements of subsections (c) through (f). How are parents notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand? How is the policy made available to the local community? How and when is the policy updated periodically to meet the changing needs of parents and the school (ESSA Section 1116[b][1])?

The policy will be presented at our first ELAC meeting of the school year. This gives parents an opportunity to ask questions or get clarification. The policy will be available for parents on our school website in two languages. The policy will be updated annually.

To involve parents in the Title I, Part A programs, the following practices have been established:

- Meet with parents monthly in a meeting with translation. Parents volunteer to distribute our Fresh Fruit and Vegetables to classrooms and we pay for finger printing. We send home all communication in two languages and use the School Messenger calling system. This year we plan to use SMS messaging.

The school convenes an annual meeting to inform parents about Title I, Part A requirements and about the right of parents to be involved in the Title I, Part A program (ESSA Section 1116[c][1]). Add details about the annual meetings in the box below.

- After one of our parent meetings, we open a Title I meeting to inform parents of their right to be involved here at school. We explain the funding and how Ella uses it to serve our students.

The school offers a flexible number of meetings for Title I, Part A parents, such as meetings in the morning or evening (ESSA Section 1116[c][2]). Add details about the meetings in the box below.

- We hold meetings in the morning right after school begins, 8:30 AM. We will offer night meetings if needed.

The school involves parents of Title I, Part A students in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I, Part A programs and the Title I, Part A parent involvement policy (ESSA Section 1116[c][3]). How does the school involve parents?

64

•Parent Meetings

- ELAC Meetings
- Site Council Meetings
- Site Survey

The school provides parents of Title I, Part A students with timely information about Title I, Part A programs (ESSA Section 1116[c](4)[A]). How does the school provide the information?

- The Title I meeting will be held the first Monday in October, 2019.

The school provides parents of Title I, Part A students with an explanation of the curriculum used at the school, the assessments used to measure student progress, and the proficiency levels students are expected to meet (ESSA Section 1116[c](4)[B]). How does the school provide the information?

- For the 19-20 school year, Ella will provide Back to School Night in order to provide parents with knowledge of the curriculum, procedures, and how student progress will be shared.
- Grade level teams will provide Boulders (content standards to be mastered by the end of the year)

If requested by parents of Title I, Part A students, the school provides opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children (ESSA Section 1116[c](4)[C]). How does the school provide the opportunities?

- All parents are invited to Parent Meeting, ELAC, and Site Council

The school engages Title I, Part A parents in meaningful interactions with the school. The Compact supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the school has established the following practices:

The school provides Title I, Part A parents with assistance in understanding the state's academic content standards, assessments, and how to monitor and improve the achievement of their children (ESSA Section 1116[e](1)).

At the parent meetings and ELAC Meetings, whole school ELPAC and SBAC data will be shared with parents, as well as, how each subgroup performed. Parents will be informed of how to view assessment data through MJUSD Parent Portal and how to access assessment data on the CAASPP website. Parents will be informed of Ella's plan to support the students' areas of need for the 2019-2020 school year.

The school provides Title I, Part A parents with materials and training to help them work with their children to improve their children's achievement (ESSA Section 1116[e](2)).

Through ELAC and parent meetings, the school will support parents in looking at their individual child's assessment data and provide resources to support them in improving their child's academic achievement. Parents will be shown how to access their child's assessment data through MJUSD Parent Portal. Assistance will be provided in supporting parents in getting signed up with Parent Portal.

With the assistance of Title I, Part A parents, the school educates staff members in the value of parent contributions, and in how to work with parents as equal partners (ESSA Section 1116[e](3)).

65

Parents are encouraged to be fingerprinted and volunteer on campus, on field trips, at school events, and to join PTO.

The school coordinates and integrates the Title I, Part A parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children (ESSA Section 1116[e][4]).

Parents are encouraged to join PTO, attend monthly ELAC Meetings, Parent Meetings, and to join or attend monthly Site Council Meetings.

The school distributes information related to school and parent programs, meetings, and other activities to Title I, Part A parents in a format and language that the parents understand (ESSA Section 1116[e][5]).

All school events, parent meetings, ELAC meetings are posted on the school site a week or more before the meeting takes place. Flyers are put up outside, in the cafeteria, in the front office, and/or sent home with students and are provided in two languages. The parents can visit the Ella School website to view important notices, the school calendar, or view our monthly newsletter. SMS messaging system sends out "All Call" messages in two languages.

The school provides support for parental involvement activities requested by Title I, Part A parents (ESSA Section 1116[e][14]).

Ella staff are available to support parents via a scheduled appointment or before and after school. Parents can bring non-school age children to Parent or ELAC Meetings.

The school provides opportunities for the participation of all Title I, Part A parents, including parents with limited English proficiency, parents with disabilities, and parents of migratory students. Information and school reports are provided in a format and language that parents can understand (ESSA Section 1116[f]).

Please attach the School-Parent Compact to this document.

This policy was adopted by Ella Elementary School on 05/20/2019 and will be in effect for the period of 8/1/19 – 6/30/20

The school will distribute the policy to all parents of students participating in the Title I, Part A program on or before 8/30/2019

Rob Gregor

**Signature of Authorized Official**

5/20/2019

**Date**

California Department of Education  
July 2018



66



## **Yuba Feather Elementary School Title I, Part A School-Level Parent and Family Engagement Policy**

This policy describes the means for carrying out designated Title I, Part A parent and family engagement requirements pursuant to ESSA Section 1116(c).

Each school served under this part shall jointly develop with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed on by such parents, that shall describe the means for carrying out the requirements of subsections (c) through (f). How are parents notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand? How is the policy made available to the local community? How and when is the policy updated periodically to meet the changing needs of parents and the school (ESSA Section 1116[b][1])?

- All notices distributed in Native Language
- All notices written in easily understood language
- Invitation/Meeting notification via newsletters, website, notices

To involve parents in the Title I, Part A programs, the following practices have been established:

- Parent Night Presentations
- Parent-Teacher Conferences
- Standards Based Report Cards
- Grade Level Standards Brochure
- Newsletter Articles
- Personal Invites by Staff

The school convenes an annual meeting to inform parents about Title I, Part A requirements and about the right of parents to be involved in the Title I, Part A program (ESSA Section 1116[c][1]). Add details about the annual meetings in the box below.

- Annual Title I meeting held every year at near Back to School Night.
- Information regarding the school's participation in the school-wide Title I Program
- Explanation of the program and its requirements
- Information informing parents of their right to be involved
- Encouragement of parents' participation
- An opportunity for parents to serve on the School-wide Title I Committee

The school offers a flexible number of meetings for Title I, Part A parents, such as meetings in the morning or evening (ESSA Section 1116[c][2]). Add details about the meetings in the box below.

- Meetings are held before school, during school, after school, and evenings.

The school involves parents of Title I, Part A students in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I, Part A programs and the Title I, Part A parent involvement policy (ESSA Section 1116[c][3]). How does the school involve parents?

- Parent Night Presentations
- Parent-Teacher Conferences
- Standards Based Report Cards
- Grade Level Standards Brochure
- Newsletter Articles

The school provides parents of Title I, Part A students with timely information about Title I, Part A programs (ESSA Section 1116[c](4)[A]). How does the school provide the information?

- All notices distributed in Native Language
- All notices written in easily understood language
- Invitation/Meeting notification via newsletters, website, notices

The school provides parents of Title I, Part A students with an explanation of the curriculum used at the school, the assessments used to measure student progress, and the proficiency levels students are expected to meet (ESSA Section 1116[c][4][B]). How does the school provide the information?

- Title I Programs in the school
- Results of the annual school review including school performance profiles
- Individual students' assessment results and their interpretation
- A description and explanation of the school curriculum
- The assessments used to measure student progress and proficiency levels that the students are required to meet
- Opportunities for regular meetings to provide input, collaborate with other parents, and participation in shared decision making related to the education of their children

If requested by parents of Title I, Part A students, the school provides opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children (ESSA Section 1116[c][4][C]). How does the school provide the opportunities?

- Participation in Parent/School Organizations
- Encouragement to Volunteer at School in the Classrooms
- Serve on the District Advisory Committee
- Fundraising
- School/Community Events

- Chaperones

The school engages Title I, Part A parents in meaningful interactions with the school. The Compact supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the school has established the following practices:

The school provides Title I, Part A parents with assistance in understanding the state's academic content standards, assessments, and how to monitor and improve the achievement of their children (ESSA Section 1116[e][1]).

- Results of the annual school review including school performance profiles
- Individual students' assessment results and their interpretation
- A description and explanation of the school curriculum
- The assessments used to measure student progress and proficiency levels that the students are required to meet

The school provides Title I, Part A parents with materials and training to help them work with their children to improve their children's achievement (ESSA Section 1116[e][2]).

- Parent-Teacher Conferences
- Family Literacy Nights
- District Parent Training Opportunities
- Making Parent Resources Available
- Publishing Parent Tips in Monthly Newsletter

With the assistance of Title I, Part A parents, the school educates staff members in the value of parent contributions, and in how to work with parents as equal partners (ESSA Section 1116[e][3]).

- District Sponsored Professional Development
- Buy Back Days of Professional Development
- Minimum Day Staff Development
- Staff Meeting Professional Development

The school coordinates and integrates the Title I, Part A parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children (ESSA Section 1116[e][4]).

- Participation in Parent/School Organizations
- Encouragement to Volunteer at School in the Classrooms
- Serve on the District Advisory Committee
- Fundraising
- School/Community Events
- Chaperones

The school distributes information related to school and parent programs, meetings, and other activities to Title I, Part A parents in a format and language that the parents understand (ESSA Section 1116[e][5]).

- All notices distributed in Native Language
- All notices written in easily understood language

The school provides support for parental involvement activities requested by Title I, Part A parents (ESSA Section 1116[e][14]).

- Survey Parent Needs
- Providing/Participating in requested activities.

The school provides opportunities for the participation of all Title I, Part A parents, including parents with limited English proficiency, parents with disabilities, and parents of migratory students. Information and school reports are provided in a format and language that parents can understand (ESSA Section 1116[f]).

Please attach the School-Parent Compact to this document.

This policy was adopted by Yuba Feather Elementary School on 05/20/2019 and will be in effect for the period of 08/01/2019.

The school will distribute the policy to all parents of students participating in the Title I, Part A program on or before 09/01/2019

Duane Triplett

**Signature of Authorized Official**



05/20/2019

**Date**

California Department of Education  
July 2018





## **Dobbins Elementary School School-Parent Compact**

The school distributes to parents and family members of Title I, Part A students, a school-parent compact (Compact). This Compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. This Compact describes specific ways the school and families will partner to help children achieve the state's high academic standards. This Compact addresses the following legally required items, as well as other items suggested by parents and family members of Title I, Part A students:

- The school's responsibility to provide high-quality curriculum and instruction (ESSA Section 1116[d][1]).
- The ways parents and family members will be responsible for supporting their children's learning (ESSA Section 1116[d][1]).
- The importance of ongoing communication between parents and family members, and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents and family members to volunteer and participate in their child's class; and opportunities to observe classroom activities (ESSA Section 1116[d][2]).
- Parent-teacher conferences in elementary schools, at least annually, during which the Compact shall be discussed as it relates to the individual child's achievement (ESSA Section 1116 [d][2][A]).
- Frequent reports to parents and family members on their children's progress (ESSA Section 1116[d][2][B]).
- Reasonable access to staff, opportunities for parents and family members to volunteer and participate in their child's class, and observation of classroom activities (ESSA Section 1116[d][2][C]).

How does the school address this?

- Parent Night Presentations
- Parent-Teacher Conferences
- Standards Based Report Cards
- Grade Level Standards Brochure
- Newsletter Articles

The school engages Title I, Part A parents and family members to improve the achievement of their children in meaningful interactions with the school. This Compact supports a partnership among staff, parents and family members, and the community to improve student academic achievement. To help reach these goals, the school has established the following practices:

The school provides Title I, Part A parents and family members with assistance in understanding the state's academic content standards, assessments, and how to monitor and improve the achievement of their children (ESSA Section 1116[e][1]) in which ways?

- Invitation/Meeting notification via newsletters, website, notices
- Reviewing, evaluating, and revising Parent Involvement Policy annually
- Reviewing, evaluating, and revising School-Parent Compact annually
- Working jointly with parents on an on-going basis to improve parental involvement

The school provides Title I, Part A parents and family members with materials and training to help them improve the achievement of their children (ESSA Section 1116[e][2]) in which ways?

- Title I Programs in the school
- Results of the annual school review including school performance profiles
- Individual students' assessment results and their interpretation
- A description and explanation of the school curriculum
- The assessments used to measure student progress and proficiency levels that the students are required to meet
- Opportunities for regular meetings to provide input, collaborate with other parents, and participation in shared decision making related to the education of their children

With the assistance of Title I, Part A parents and family members, the school educates staff members in the value of parent and family member contributions, and how to work with parents and family members as equal partners (ESSA Section 1116[e][3]) in which ways?

- District Sponsored Professional Development
- Buy Back Days of Professional Development
- Minimum Day Staff Development
- Staff Meeting Professional Development

The school coordinates and integrates the Title I, Part A parental involvement program with other programs, and conducts other activities, such as resource centers, to encourage and support parents and family members in more fully participating in the education of their children (ESSA Section 1116[e][4]) in which ways?

- Participation in Parent/School Organizations
- Encouragement to Volunteer at School in the Classrooms
- Serve on the District Advisory Committee
- Fundraising
- School/Community Events
- Chaperones

The school distributes information related to school and parent programs, meetings, and other activities to Title I, Part A parents and family members in a format and language that the parents and family members can understand (ESSA Section 1116[e][5]) in which ways?

- All notices distributed in Native Language

•All notices written in easily understood language

The school provides support for parent and family member involvement activities requested by Title I, Part A parents and family members (ESSA Section 1116[e][14]) in which ways?

•Survey Parent Needs

•Providing/Participating in requested activities.

The school provides opportunities for the participation of all Title I, Part A parents and family members, including those with limited English proficiency, disabilities, and migratory students; and that the information and school reports are provided in a format and language that parents and family members can understand (ESSA Section 1116[f]) in which ways?

•All notices distributed in Native Language

•All notices written in easily understood language

This Compact was adopted by Dobbins Elementary School on 05/14/2019 and will be in effect for the period of the 2019-20 school year.

The school will distribute the Compact to all parents and family members of students participating in the Title I, Part A program on or before 09/01/2019.

Duane Triplett

Signature of Authorized Official

05/22/2019

Date

California Department of Education  
July 2018





## Yuba Feather Elementary School

### School-Parent Compact

The school distributes to parents and family members of Title I, Part A students, a school-parent compact (Compact). This Compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. This Compact describes specific ways the school and families will partner to help children achieve the state's high academic standards. This Compact addresses the following legally required items, as well as other items suggested by parents and family members of Title I, Part A students:

- The school's responsibility to provide high-quality curriculum and instruction (ESSA Section 1116[d][1]).
- The ways parents and family members will be responsible for supporting their children's learning (ESSA Section 1116[d][1]).
- The importance of ongoing communication between parents and family members, and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents and family members to volunteer and participate in their child's class; and opportunities to observe classroom activities (ESSA Section 1116[d][2]).
- Parent-teacher conferences in elementary schools, at least annually, during which the Compact shall be discussed as it relates to the individual child's achievement (ESSA Section 1116 [d][2][A]).
- Frequent reports to parents and family members on their children's progress (ESSA Section 1116[d][2][B]).
- Reasonable access to staff, opportunities for parents and family members to volunteer and participate in their child's class, and observation of classroom activities (ESSA Section 1116[d][2][C]).

How does the school address this?

- Parent Night Presentations
- Parent-Teacher Conferences
- Standards Based Report Cards
- Grade Level Standards Brochure
- Newsletter Articles

The school engages Title I, Part A parents and family members to improve the achievement of their children in meaningful interactions with the school. This Compact supports a partnership among staff, parents and family members, and the community to improve student academic achievement. To help reach these goals, the school has established the following practices:

The school provides Title I, Part A parents and family members with assistance in understanding the state's academic content standards, assessments, and how to monitor and improve the achievement of their children (ESSA Section 1116[e][1]) in which ways?

- Invitation/Meeting notification via newsletters, website, notices
- Reviewing, evaluating, and revising Parent Involvement Policy annually
- Reviewing, evaluating, and revising School-Parent Compact annually
- Working jointly with parents on an on-going basis to improve parental involvement

The school provides Title I, Part A parents and family members with materials and training to help them improve the achievement of their children (ESSA Section 1116[e][2]) in which ways?

- Title I Programs in the school
- Results of the annual school review including school performance profiles
- Individual students' assessment results and their interpretation
- A description and explanation of the school curriculum
- The assessments used to measure student progress and proficiency levels that the students are required to meet
- Opportunities for regular meetings to provide input, collaborate with other parents, and participation in shared decision making related to the education of their children

With the assistance of Title I, Part A parents and family members, the school educates staff members in the value of parent and family member contributions, and how to work with parents and family members as equal partners (ESSA Section 1116[e][3]) in which ways?

- District Sponsored Professional Development
- Buy Back Days of Professional Development
- Minimum Day Staff Development
- Staff Meeting Professional Development.

The school coordinates and integrates the Title I, Part A parental involvement program with other programs, and conducts other activities, such as resource centers, to encourage and support parents and family members in more fully participating in the education of their children (ESSA Section 1116[e][4]) in which ways?

- Participation in Parent/School Organizations
- Encouragement to Volunteer at School in the Classrooms
- Serve on the District Advisory Committee
- Fundraising
- School/Community Events
- Chaperones

The school distributes information related to school and parent programs, meetings, and other activities to Title I, Part A parents and family members in a format and language that the parents and family members can understand (ESSA Section 1116[e][5]) in which ways?

- All notices distributed in Native Language
- All notices written in easily understood language

The school provides support for parent and family member involvement activities requested by Title I, Part A parents and family members (ESSA Section 1116[e][14]) in which ways?

- Survey Parent Needs
- Providing/Participating in requested activities

The school provides opportunities for the participation of all Title I, Part A parents and family members, including those with limited English proficiency, disabilities, and migratory students; and that the information and school reports are provided in a format and language that parents and family members can understand (ESSA Section 1116[f]) in which ways?

- All notices distributed in Native Language
- All notices written in easily understood language.

This Compact was adopted by Yuba Feather Elementary School on 05/20/2019 and will be in effect for the period of the 2019-20 school year.

The school will distribute the Compact to all parents and family members of students participating in the Title I, Part A program on or before 09/01/2019.

Duane Triplett

Signature of Authorized Official

05/20/2019

Date

California Department of Education  
July 2018



# Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Gay Starkey, Superintendent Marysville Joint Unified 1919 B Street Marysville, CA 95901-3731				<b>CDE GRANT NUMBER</b>			
				<b>FY</b> 18	<b>PCA</b> 25437	<b>Vendor Number</b> 72736	<b>Suffix</b> 00
<b>Attention</b> Gay Starkey				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Office of Superintendent				<b>Resource Code</b> 6387	<b>Revenue Object Code</b> 8590		<b>INDEX</b> 58
<b>Telephone</b> 530-741-6000							
<b>Name of Grant Program</b> Career Technical Education Incentive Grant							0615
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$247,898.40	0	\$247,898.40	0	July 1, 2018	December 31, 2020	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
N/A	N/A	N/A			N/A		
<p>I am pleased to inform you that you have been funded for the Career Technical Education Incentive Grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Sarah Chambers, Associate Governmental Program Analyst          Career Technical Education Leadership Support Office          California Department of Education          1430 N Street, Room Suite 4202          Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b> R. Mary Gallet, Ph.D.				<b>Job Title</b> Education Programs Consultant			
<b>E-mail Address</b> Mgallet@cde.ca.gov					<b>Telephone</b> 916-445-7754		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> May 13, 2019		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b> On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.							
<b>Printed Name of Authorized Agent</b> Gay Starkey, Ed.D.				<b>Title</b> Superintendent			
<b>E-mail Address</b> gstarkey@mjUSD.com					<b>Telephone</b> 530-749-6101		
<b>Signature</b> 					<b>Date</b> 6/19/19		

**Appendix A.****PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES**

Project Authorization No. 2019-PBK-2

Date of Project Authorization: June 20, 2019

ARCHITECT's Project No.: 19214

This Project Authorization is issued pursuant to the "Architectural Services Agreement- Master Agreement", dated *June 20, 2019* (pending final executed date) by and between the Marysville Joint Unified School District and PBK Architects. (hereinafter referred to as the 'Agreement'), and is considered an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize PBK Architects (hereinafter referred to as the 'ARCHITECT') to provide professional services on the following project:

**1. PROJECT DESCRIPTION**

1.1 Project: Miscellaneous projects, including shade structures, paving, playgrounds, re-roofing, ball walls, seating areas and play equipment

1.2 Location(s):

- A. Cordua Elementary School, 2830 Highway 20, Marysville, CA 95901
- B. Covillaud Elementary School, 628 F Street, Marysville, CA 95901
- C. Edgewater Elementary School, 5715 Oakwood Drive, Marysville, CA 95901
- D. Ella Elementary School, 4850 Olivehurst Avenue, Olivehurst, CA 95961
- E. Johnson Park Elementary School, 4364 Lever Avenue, Olivehurst, CA 95961
- F. Marysville Charter for the Arts School, 1917 B Street, Marysville, CA 95901
- G. Marysville High School, 12 E Street, Marysville, CA 95901
- H. Olivehurst Elementary School, 1778 McGowan Pkwy, Olivehurst, CA 95961
- I. Yuba Feather Elementary School, 18008 Oregon Hill Road, Challenge, CA 95925

**2. SCOPE OF WORK | BUDGET | SCHEDULE**

2.1 Work Statement: PBK will provide Architectural and Engineering services to assist District with conversion of existing school with the following design components (See attached proposal for specific site locations for the following Scope of Work):

A. **Cordua Elementary School**

The Scope of Work generally consists of the addition of an overhead shade structure and appropriate foundation. PBK will work with the district to identify location, size and requirements. This is a DSA project. ADA path of travel upgrades will not be required at shade structures.

B. **Covillaud Elementary School**

The Scope of Work generally consists of the addition of an overhead shade structure and appropriate foundation. PBK will work with the district to identify location, size and requirements. Additionally, the District requires either the removal and replacement of roofs or a roof coating for two (2) portables, P111 and P112. The shade structure is a DSA project. ADA path of travel upgrades will not be required at shade structures.

C. **Edgewater Elementary School**

The Scope of Work generally consists of the addition of an overhead shade structure for playground behind existing portables. PBK will work with the district to identify size and requirements. This is a DSA project. ADA path of travel upgrades will not be required at shade structures.

- D. **Ella Elementary School**  
The Scope of Work generally consists of the addition of an overhead shade structure adjacent to the play structure in front of school. PBK will work with the district to identify size and requirements. This is a DSA project. ADA path of travel upgrades will not be required at shade structures.
- E. **Johnson Park Elementary School**  
The Scope of Work generally consists of the addition of an overhead shade structure for the kindergarten snack area. PBK will work with the district to identify size and requirements. Additionally, the District requires the removal of the existing tetherball pole and installation of a 6' ball wall. This is a DSA project. ADA path of travel upgrades will not be required at shade structures.
- F. **Marysville Charter for the Arts School**  
The Scope of Work generally consists of the addition of concrete foundation over grassy areas and installation of a sitting wall around the trees in the quad. This is a non-DSA project. PBK will work with the district to identify size and requirements.
- G. **Marysville High School**  
The Scope of Work generally consists of the addition of an overhead shade structure around and over the girls' softball dugouts. PBK will work with the district to identify size and requirements. This is a DSA project. ADA path of travel upgrades will not be required at shade structures.
- H. **Olivehurst Elementary School**  
The Scope of Work generally consists of the resurfacing of the blacktop area, grading and the addition of ADA access to play structure area, removal of the tetherball pole and "bunker walls," with the replacement of one 6-foot ball wall in the same area. PBK will work with the district to identify specifications and requirements. This is a DSA project. ADA path of travel upgrades will not be required at shade structures.
- I. **Yuba Feather Elementary School**  
The Scope of Work generally consists of the design and replacement of the existing play structure. PBK will work with the district to identify size and requirements. This is a DSA project. ADA path of travel upgrades will not be required at shade structures.

## 2.2 Initial Construction Budget:

A. Cordua Elementary School	\$ 41,776.00
B. Covillaud Elementary School (roof coatings: \$86,686.00)	\$145,984.00
C. Edgewater Elementary School	\$ 38,617.00
D. Ella Elementary School	\$ 43,195.00
E. Johnson Park Elementary School	\$ 44,030.00
F. Marysville Charter for the Arts School	\$249,210.00
G. Marysville High School	\$ 65,106.00
H. Olivehurst Elementary School	\$287,198.00
I. Yuba Feather Elementary School	\$ 64,855.00
<b>Total:</b>	<b>\$979,971.00</b>

## Preliminary Schedule Milestones:

Design Development:	3 weeks
Construction Documents:	4 weeks
DSA/Agency Approval:	2 weeks estimated for Over-the-Counter projects
Bid Support:	4 weeks + 4 weeks for award
Construction Administration:	8 weeks

3. ARCHITECT'S SERVICES & CONSULTANTS

3.1 The ARCHITECT shall provide basic services for the following phases of Services:

- Pre-Design
- Site Analysis
- X Schematic Design
- X Design Development
- X Construction Documents (includes DSA approval)
- X Bidding and/or Negotiation
- X Construction Administration
- X Post-Construction
- Other

3.2 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as part of the base fee:

Mechanical/Plumbing Engineer: NA  
Cost Estimating: NA  
Civil Engineer: Warren Consulting Engineers, if required  
Structural Engineer: KPFF Structural Engineers  
Theater Consultant: NA  
Audio/Visual Consultant: NA  
Acoustic Engineer/Designer: NA  
Traffic Engineer: NA  
Pool Consultant: NA  
Electrical/Fire Alarm Engineer: NA  
Landscaping: Yamasaki Landscape Architects

3.3 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as additional fee (fee basis to be identified herein):  
To be determined.

4. ARCHITECT'S COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the ARCHITECT by the DISTRICT for the Project.

4.1 The ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.

4.2 The DISTRICT shall compensate the ARCHITECT in accordance with the Agreement and this Authorization.

4.2.1 For ARCHITECT's Services, compensation shall be computed as follows:

A. Cordua Elementary School	\$ 6,000.00
B. Covillaud Elementary School	\$17,000.00
C. Edgewater Elementary School	\$ 6,000.00
D. Ella Elementary School	\$ 6,000.00
E. Johnson Park Elementary School	\$ 7,500.00
F. Marysville Charter for the Arts School	\$25,000.00
G. Marysville High School	\$ 7,000.00
H. Olivehurst Elementary School	\$28,000.00
I. Yuba Feather Elementary School	\$ 7,500.00
<b>School Sites Total:</b>	<b>\$110,000.00</b>

80

Schematic Design	(0%)	\$ 0
Design Development	(20%)	\$ 22,000
Construction Documents	(45%)	\$ 49,500
DSA/Agency Review	(5%)	\$ 5,500
Bidding and Negotiations	(5%)	\$ 5,500
Construction Administration	(20%)	\$ 22,000
Project Close-out	(5%)	\$ 5,500
Total Fixed Phased Fee:		\$ 110,000

Reimbursable Expenses: \$ 6,500

TOTAL NOT-TO-EXCEED COMPENSATION \$ 116,500

4.2.2 For Additional Services, compensation shall be determined per the Agreement.

4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement and may not exceed 5% of the compensation for ARCHITECT's Services per 4.2.1.

4.2.4 The ARCHITECT's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated on the project schedule.

## 5. ADDITIONAL SERVICES I SPECIAL PROVISIONS

5.1 The ARCHITECT shall be paid additional fee for the following services if requested by district: Topographic survey; utility survey; Geotechnical and Geo-hazard test and survey; commissioning; SWPPP monitoring, amendments and filing with water board; CEQA; CHPS or LEED design and documentation; Cal Green Tier One and Tier Two measure compliance; and agency related fees.

5.2 Special provisions for this project include: None

This Project Authorization is hereby approved, with the listed consultants, if any, in Sections 3.2 and 3.3.

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

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Mike Hodson, Assistant Superintendent of Business Services

Date: \_\_\_\_\_

PBK Architects  
2520 Venture Oaks Way, Suite 440  
Sacramento, CA 95833

A handwritten signature in black ink, appearing to read "Gary Gery". The signature is fluid and cursive, with the first name "Gary" being more prominent than the last name "Gery".

Name: Gary Gery, AIA,  
Principal Architect

Date: June 20, 2019

**Valenzuela/CAHSEE Lawsuit Settlement**  
**Quarterly Report on Williams Uniform Complaints**  
[Education Code § 35186(d)]  
**2018-2019**

District MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

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

Quarterly Report Submission Date:  
(check one)

- ☐ October 2018-1<sup>st</sup> quarter (7/1/18-9/30/18)  
☐ January 2019-2<sup>nd</sup> quarter (10/1/18-12/31/18)  
☐ April 2019-3<sup>rd</sup> quarter (1/1/19-3/31/19)  
☒ July 2019-4<sup>th</sup> quarter (4/1/19-6/30/19)

Date for information to be reported publicly at governing board meeting: July 16, 2019

Please check the box that applies:

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

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

Print Name of District Superintendent Gary J. Cena

  
Signature of District Superintendent \_\_\_\_\_ Date July 1, 2019

**AGREEMENT FOR THE PROVISION OF LEGAL SERVICES BY  
GIRARD, EDWARDS, STEVENS & TUCKER LLP**

**THIS AGREEMENT** is made and entered into this 16<sup>th</sup> day of July 2019 by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, hereinafter called "CLIENT," and GIRARD, EDWARDS, STEVENS & TUCKER LLP, hereinafter called "ATTORNEYS."

In consideration of the promises and the mutual agreements contained in this Agreement for the Provision of Legal Services, CLIENT and ATTORNEYS agree as follows:

ATTORNEYS agree to provide the following professional services upon request:

1. Represent and advise CLIENT on those aspects of law as directed by the CLIENT;
2. Prepare legal opinions regarding statutes, court decisions, legislation, and other legal issues;
3. Represent the CLIENT before the courts, and other legal and administrative agencies;
4. Assist CLIENT in legal matters relating to administration of the CLIENT;
5. Perform such other duties as may be assigned by CLIENT in meeting its obligations under the law; and
6. Other duties as assigned by CLIENT and acceptable to ATTORNEYS.

ATTORNEYS shall provide those legal services reasonably required to represent CLIENT in these matters. ATTORNEYS shall also take reasonable steps to keep the CLIENT informed of significant developments and respond to the CLIENT's inquiries. CLIENT shall be truthful with ATTORNEYS, cooperate with ATTORNEYS, keep ATTORNEYS informed of developments, and perform the obligations it has agreed to perform under this Agreement. This Agreement shall continue in effect at CLIENT's option unless terminated in writing with at least 30 days advance notice.

CLIENT agrees to pay ATTORNEYS the following rates for legal services performed with no cap on the number of hours to be provided at these rates:

- |                            |                         |
|----------------------------|-------------------------|
| • Partners                 | \$270.00 - \$305.00/hr. |
| • Associate Attorneys      | \$240.00 - \$260.00/hr. |
| • Law Clerk/Paralegal      | \$150.00/hr             |
| • Administrative Assistant | \$110.00/hr             |
| • David W. Girard          | \$425.00/hr             |

84

CLIENT will be billed in minimum increments of one-tenth (0.1) of an hour at ATTORNEYS' prevailing rates for all time spent on CLIENT's matters at a minimum of three-tenths (0.3) of an hour for any work performed in one business day.

CLIENT agrees that it will pay ATTORNEYS any increase in their hourly rates. CLIENT will be notified of increases in hourly rates 30 days in advance, either by letter or by a notation on the monthly bill from ATTORNEYS. Agreements for legal fees other than the current hourly basis may be made by mutual written agreement for special projects.

CLIENT further agrees to reimburse ATTORNEYS for actual and necessary expenses and costs with respect to providing legal services, including but not limited to costs of mileage, lodging and travel expenses (including travel time), copying and facsimile transmissions, serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrator's fees, court reporter's fees, jury fees, witness fees, investigation expenses, overnight delivery costs, costs of computer research outside of standard databases, consultant's fees and expert witness fees.

ATTORNEYS shall send CLIENT a statement for fees and costs incurred every calendar month. ATTORNEYS' statements shall: (1) clearly state the hourly rate; (2) the hours billed; and (3) provide a thorough description of the work performed. CLIENT shall pay ATTORNEYS' statements within 30 days of each statement's date.

It is expressly understood and agreed to by both Parties that ATTORNEYS, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the CLIENT. Nevertheless, CLIENT agrees that it shall provide ATTORNEYS with a defense and indemnification for any and all acts undertaken by ATTORNEYS on CLIENTS behalf to the extent ATTORNEYS would be entitled to such indemnity and defense if ATTORNEYS or its staff were employed by CLIENT.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement for the provision of legal services.

\_\_\_\_\_  
**Gary Cena**, Superintendent  
Marysville Joint Unified School District

Date: \_\_\_\_\_

\_\_\_\_\_  
**Heather M. Edwards**, Partner  
Girard, Edwards, Stevens & Tucker LLP

Date: \_\_\_\_\_

85



## CONTRACT SERVICES AGREEMENT

**Rick Wise- At Risk Consultant**

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on July 16, 2019 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Rick Wise (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 the 2019-2020 school year commencing from **August 14, 2019-June 30, 2020**.

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 **FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of **FOUR THOUSAND ONE HUNDRED AND SIXTY SIX DOLLARS (\$4,166)** as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within **THIRTY (30)** calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice.

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

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

## II. PERFORMANCE OF AGREEMENT

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

### III. INSURANCE

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

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

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

#### IV. INDEMNIFICATION

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

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

## V. TERMINATION

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

### 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

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

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

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

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

## VI. MISCELLANEOUS PROVISIONS

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

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

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

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

occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.

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

Rick Wise  
1628 Cattail Court  
Marysville, CA 95901

Phone: 530-455-5419

Fax:

Email:

**DISTRICT:**

Marysville Joint Unified  
School District  
1919 B Street  
Marysville, CA 95901  
Phone: 749-6114  
Fax: 742-0573

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

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

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

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

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

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

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

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

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

MARYSVILLE JOINT UNIFIED SCHOOL  
DISTRICT:

By: \_\_\_\_\_  
Michael Hodson, Assistant. Superintendent  
of Business Services

Contractor:

By: \_\_\_\_\_

Name:

Title:

*[Signature]*  
Richard A. Wise  
At Risk Student Services

# Rick Wise Yuba Gardens

## Exhibit A

### Scope of Work

Beginning on: August 14, 2019

Concluding on: June 30, 2020

Payment: \$50,000.00

Service: Through academic, social and behavioral counseling, Rock Wise will assist the site to increase student academic achievement, positive attendance and work directly with our most at risk student population. Consultant for 185 days of service to be rendered in order to receive compensation equal to but not exceed annual total as reflected in the agreement. An amount equal to a daily average shall be deducted from monthly total of \$4,166.00 for non-service days each month.

# MASTER MIX

LIGHT & SOUND PRODUCTIONS

264 Sycamore Drive, Chico, CA 95973 • www.MasterMixProductions.com

Phone: 530.893.2625 • Scott@MasterMixProductions.com

CONTRACT DATE: June 20, 2019

INVOICE: 060520

## MOBILE DISC JOCKEY SERVICE CONTRACT

This contract is made between Master Mix Light & Sound Productions (Hereafter referred to as "Master Mix") and:

NAME: Shevaun Mathews

ADDRESS: 12 E. 18<sup>th</sup> Street

CITY / STATE / ZIP: Marysville, CA 95901

PHONE (Day / Evening / Fax): 530-741-6180 x 3102 V 530-741-7828 F

EMAIL: smathews@mjud.k12.ca.us

AUTHORIZED REPRESENTATIVE FOR: Marysville High School

ON LOCATION CONTACT: Shevaun Mathews

(Hereafter the above named will be referred to as "Client")

Client hereby employs Master Mix to provide mobile disc jockey services and equipment as follows:

DATE: June 05, 2020 START TIME: 6:00 p.m. END TIME: 9:15 p.m.

EVENT: Marysville High School Graduation

LOCATION: Marysville High Football Field (weather permitting), 12 E. 18<sup>th</sup> Street

PERFORMANCE CHARGE:	\$	<u>1,500.00</u>
MILEAGE:	\$	<u>0.00</u>
TOTAL FEE:	\$	<u>1,500.00</u>
DEPOSIT:	\$	<u></u>
BALANCE:	\$	<u>1,500.00</u>

Each additional hour of service will be provided at: \$ 150.00

Additional Terms: Includes one P.A. system with five speakers, three mics (two at podiums, one for choir) and one MQ power generator. Background music is to be played from 6 to 7:30 p.m. If this contract is canceled for any reason 100% of the total fee will be charged as a cancellation fee.

- The nonrefundable deposit shall be paid on execution of this contract by Client. The balance of the total fee shall be paid no later than one hour before the starting time on the date of the event. Client's failure to pay the total fee as set forth above shall release Master Mix from its obligation to provide services under this contract. If Client cancels 14 days or less before the date of the event, the total fee will be due and payable even though services will not be rendered.
- Client is responsible to provide reasonable and adequate facilities to perform duties. Client agrees to make available the site of performance at least one and a half (1 ½) hours before the performance is to begin. In the event that the electrical power supply is inadequate, Master Mix shall be relieved of all obligations to perform hereunder.
- Client is responsible for any permits or licenses associated with the services to be provided by Master Mix.
- In the event that Master Mix is unable to perform the entire agreed upon time period, either due to travel, equipment, or other unforeseen difficulty, liability is limited to, at the option of Master Mix: compensation service time equal to the time lacking or a refund of the monies paid corresponding to the percentage of time that Master Mix did not provide services.
- Client agrees to indemnify and hold Master Mix harmless of and from any and all losses, expenses, injuries or damages of every kind and nature whatsoever arising out of or in any manner connected with the services to be performed by Master Mix hereunder, except those arising from the sole negligence or willful misconduct of Master Mix. The Client shall be responsible for damages to equipment owned or leased by Master Mix caused by persons attending the event.
- Master Mix shall reserve the date of your event for fourteen days following the date of this contract. If Master Mix has not received a signed copy of the contract and above stated deposit within said time period, this contract shall not be binding on Master Mix.

Both parties agree to the above requirements and fees as stated.

(Client)

Date: \_\_\_\_\_

(Representative for Master Mix)

Date: 6.20.19

Business Services Department

Approval: [Signature]

Date: 7/8/19

97 **Joining Master Mix Light & Sound Productions!**

Marysville Joint Unified School District

**Resolution 2019-20/01**

**DISPOSAL OF SURPLUS AND WORN DISTRICT PROPERTY**

**WHEREAS**, Marysville Joint Unified School District accumulates worn and obsolete property, furniture, equipment, relocatable classrooms, and vehicles; and

**WHEREAS**, Marysville Joint Unified School District desires to dispose of said worn and obsolete property, furniture, equipment, relocatable classrooms, and vehicles; and

**NOW, THEREFORE, BE IT RESOLVED** that in accordance with provisions of the Education Code and district policy, the Superintendent or designee is hereby authorized to dispose of property, furniture, equipment, relocatable classrooms, and vehicles through public/private sale, donation, recycle, or discard for the 2019-20 school year.

**PASSED AND ADOPTED THIS 16<sup>th</sup> DAY OF JULY 2019.**

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Gary Cena, Superintendent  
*Secretary – Board of Trustees*

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Randy L. Rasmussen  
*President - Board of Trustees*

98

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2019-20/02

**DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS**

**WHEREAS**, the California Commission on Teacher Credentialing requires that this ***Declaration of Need for Fully Qualified Educators*** be submitted to them each year before July 1;

**WHEREAS**, the Marysville Joint Unified School District must assure the Commission through a resolution that it has made reasonable efforts to recruit fully prepared teachers for all assignments;

**WHEREAS**, this assures the Commission that if a fully prepared teacher is not available, the district has made reasonable efforts to recruit for an individual in the following order:

- A candidate who is scheduled to complete initial preparation requirements with six months.
- A candidate who is qualified to participate in an approved internship program in the region of the school district.

**NOW, THEREFORE, BE IT RESOLVED**, that if a suitable individual who meets the priorities is not found, then the district may request approval for placement of an individual on an emergency permit. Failing to find an individual who qualifies for an emergency permit, the district may then request a credential waiver.

**PASSED AND ADOPTED THIS 16<sup>TH</sup> DAY OF July 2019.**

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Gary Cena, Superintendent  
Secretary – Board of Trustees

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Randy L. Rasmussen  
President - Board of Trustees

99



State of California  
Commission on Teacher Credentialing  
Certification Division  
1900 Capitol Avenue  
Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2019-2020

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Marysville Joint Unified School District District CDS Code: 58-72736

Name of County: Yuba County CDS Code: \_\_\_\_\_

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 07 / 16 / 2019 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2020.

Submitted by (Superintendent, Board Secretary, or Designee):

Ramiro G. Carreon

Asst. Superintendent Personnel

*Name*

*Signature*

*Title*

530-741-7899

530-749-6145

07/02/19

*Fax Number*

*Telephone Number*

*Date*

1919 B Street, Marysville CA 95901

*Mailing Address*

ysanchez@mjustd.com

*E-Mail Address*

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

100

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

<u>Ramiro G. Carreon</u>		<u>Asst. Superintendent Personnel</u>
<i>Name</i>	<i>Signature</i>	<i>Title</i>
<u>530-741-7899</u>	<u>530-749-6145</u>	<u>07/02/19</u>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<u>1919 B Street, Marysville CA 95901</u>		
<i>Mailing Address</i>		
<u>ysanchez@mjuds.com</u>		
<i>EMail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	10
Bilingual Authorization (applicant already holds teaching credential)	2
List target language(s) for bilingual authorization:	
Resource Specialist	
Teacher Librarian Services	

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

101

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	10
Single Subject	10
Special Education	10
TOTAL	30

#### EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

#### EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes ☐ No ☒

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program? Yes ☒ No ☐

If yes, how many interns do you expect to have this year? \_\_\_\_\_

If yes, list each college or university with which you participate in an internship program.

National University, Brandman University, Phoenix University, Cal State Teach, William Jessup University, CSU Chico

If no, explain why you do not participate in an internship program.

102