

Location

Includes Purchase Orders dated 07/01/2019 - 08/01/2019

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P20-00228	ADVANCED DOCUMENT CONCEPTS	Independent Study Copier Maint. 19-20 SY	01-5621-0000	1,100.00
Location Accounting (104A)				
P20-00422	PTM Document Systems	Fiscal Services Maint. 19-20 SY	01-5621-0000	799.00
Location Accounting/Payroll (103)				
P20-00210	IMAGE ONE CORPORATION	LCFF RocketSCAN School Funding Forms	01-4300-0000	491.59
P20-00224	ESCAPE TECHNOLOGY	ANNUAL LICENSE FEE 19-20 S.Y.	01-5621-0000	99,447.93
P20-00227	LINDA COUNTY WATER DISTRICT	19-20 WATER SERVICE/LINDA COUNTY WATER	01-5530-0000	20,000.00
P20-00286	P G AND E	19-20 DISTRICT WIDE ELECTRIC	01-5520-0000	2,239,000.00
P20-00389	CALIFORNIA WATER SERVICE CO	19-20 WATER SERVICE/CALIFORNIA WATER	01-5530-0000	134,100.00
P20-00412	Capital One Public Funding,LLC	ACCOUNTING/FY 19-20	01-7438-0240	37,982.82
			01-7439-0240	155,708.17
P20-00416	IMAGE ONE CORPORATION	RocketSCAN Annual Maintenance 2019-20 Renewal	01-5801-0000	2,946.83
P20-00419	Sharp Electronics Corp.	Accounting Dept. Copier Maint 19-20 SY	01-5621-0000	600.00
P20-00420	Sharp Electronics Corp.	Payroll Dept. Copier Service 19-20 SY	01-5621-0000	700.00
P20-00513	AMERIGAS - GRIDLEY	19-20 HEATING FUEL	01-5510-0000	114,000.00
P20-00514	Utility Management Services City of MSVL Sanitary Sewer	19-20 SEWER SERVICES	01-5530-0000	26,100.00
P20-00515	OLIVEHURST PUBLIC UTILITY DIST	19-20 WATER SERVICE/OLIVEHURST PUBLIC UTILITY	01-5530-0000	65,000.00
P20-00569	Christy White Associates	2019-2020 AUDIT PROGRESS BILL	01-5840-0000	38,740.00
P20-00570	Christy White Associates	AUDIT MEASURE P 2019-2020	01-5840-0000	4,000.00
P20-00571	BETTY'S RESTAURANT	8/1/19 SECRETARY'S MEETING	01-4300-0000	826.65
P20-00596	NORTH YUBA WATER DIST. RT.2	19-20 WATER SERVICE/NORTH YUBA WATER DIST. RT2	01-5530-0000	4,950.00
P20-00597	VERIZON WIRELESS	19-20 DISTRICT PHONE SERVICE-CELL PHONE	01-5540-0000	32,000.00
Total Location				2,976,593.99
Location After School Program (107)				
P20-00226	KING CLOTHING	Employee Shirts/ STARS Office Room 205	01-4300-6010	6,444.18
P20-00254	WAL-MART COMMUNITY BRC	YGS and MCK supplies ASES	01-4300-6010	5,000.00
P20-00255	WAL-MART COMMUNITY BRC	Supplies for STARS	01-4300-6010	10,300.00
P20-00274	S & S WORLDWIDE	STARS / Paula	01-4300-6010	11.89

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location After School Program (107) (continued)				
P20-00275	S & S WORLDWIDE	STARS /Nilsa	01-4300-6010	143.36
P20-00282	OFFICE DEPOT B S D	MCK and YGS STARS Open PO	01-4300-6010	1,000.00
P20-00548	THE TREE HOUSE	Ink for 19/20 S.Y.	01-4300-6010	1,336.93
Total Location				24,236.36
Location Arboga Elementary (01)				
P20-00484	ADVANCED DOCUMENT CONCEPTS	ARB Copier Rental/Maint 19-20 SY	01-5621-0003	3,500.00
			01-5630-0003	1,234.05
P20-00485	ADVANCED DOCUMENT CONCEPTS	ARB Copier Rental/Maint 19-20 SY	01-5621-0003	5,000.00
			01-5630-0003	1,948.50
Total Location				11,682.55
Location Browns Valley Elementary (03)				
P20-00235	ADVANCED DOCUMENT CONCEPTS	Browns Valley Service Copier Maint 19-20 SY	01-5621-0003	1,700.00
P20-00287	CDW-G COMPUTER CENTER	Library technology	01-4300-1100	400.50
P20-00290	AMAZON.COM	Library, PE Padlocks	01-4300-1100	31.34
P20-00291	AMAZON.COM	Ball Locker for all classrooms	01-4300-1100	195.32
Total Location				2,327.16
Location Business Services (106)				
P19-04250	Northwest Capital Recovery Grp	Utilities Audit Findings	01-5801-0000	109.31
P19-04253	NCSIG	Claim #190201 06/12/19 Property Damage	01-5451-0000	1,749.11
P19-04254	NCSIG	Claim #140190 03/21/14 Wrongful Death	01-5451-0000	10,000.00
P20-00204	DIVERSE NETWORK ASSOCIATES	Catapult- Emergency Management	01-5801-0004	16,822.08
P20-00206	KEENAN & ASSOCIATES	Storage Tank Renewal 19-20	01-5450-0000	2,203.32
P20-00207	DIVERSE NETWORK ASSOCIATES	CatapultK12-Emergency Management System-EMS	01-5801-0000	16,822.08
P20-00211	HARTFORD FIRE INSURANCE CO	FLOOD INSURANCE 2019-2020 Arboga	01-5450-0000	9,313.00
P20-00218	THE BANK OF NEW YORK TRUST COMPANY, N.A.	Paying Agent Fee 2016 GO Bonds	25-5801-0000	750.00
P20-00219	THE BANK OF NEW YORK TRUST COMPANY, N.A.	Paying Agent Fee 2014 GO Bonds	25-5801-0000	750.00
P20-00225	LINDA COUNTY WATER DISTRICT	ADA July 1, 2019 - June 30, 2020	01-5530-0000	40,000.00
P20-00293	ComSites West LLC	Emergency Radio System License	01-5801-0004	4,980.00
P20-00413	THE OMNI GROUP (TPA)	403B & 457B 2019-2020	01-5801-0000	8,029.00
P20-00414	THE BANK OF NEW YORK TRUST COMPANY, N.A.	Paying Agent Fee 2018 GO Bonds	25-5801-9010	750.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Business Services (106) (continued)				
P20-00415	KINGSLEY BOGARD, LLP.	Legal Services 2019-2020	01-5830-0000	200,000.00
P20-00421	Sharp Electronics Corp.	Business Services Copier Maint 19-20 SY	01-5821-0000	285.00
P20-00450	Tahoe Pure	Bottled Water 19/20	01-4300-0000	600.00
P20-00592	NCSIG	Annual Premium Coverage 2019-2020	01-5450-0000	874,575.00
Total Location				1,187,737.90
Location Categorical (203)				
P20-00217	CDW-G COMPUTER CENTER	Admin Computer	01-4410-0003	573.72
			01-4410-3010	573.73
P20-00234	ADVANCED DOCUMENT CONCEPTS	Categorical Copier Maint. 19-20 SY	01-5621-0003	300.00
P20-00256	OFFICE DEPOT B S D	CATEGORICAL	01-5621-3010	300.00
P20-00257	OFFICE DEPOT B S D	HOMELESS	01-4300-0003	1,750.00
P20-00283	WAL-MART COMMUNITY BRC	CATEGORICAL/HOMELESS	01-4300-3010	1,250.00
P20-00284	YUBA SUTTER TRANSIT	Homeless Student Transportation	01-4300-5630	500.00
P20-00589	Follett School Solutions, Inc.	2019-20 District Destiny	01-4300-5630	750.00
			01-5890-5630	400.00
			01-5801-0003	200.00
			01-5801-0004	13,096.58
Total Location				19,694.03
Location Cedar Lane Elementary (05)				
P20-00306	TROXELL COMMUNICATIONS INC	TV Mounts	01-4300-1100	231.66
P20-00590	SMILE BUSINESS PRODUCTS, INC.	Cedar Lane Copier Rental/Overages 19-20 SY	01-5621-0003	3,100.00
			01-5630-0003	5,710.01
Total Location				9,041.67
Location Charter Academy For Fine Arts (42)				
P19-04244	LIFETRACK SERVICES, INC	Graduation Surveys	09-9510-0000	890.00
P20-00332	ADVANCED DOCUMENT CONCEPTS	MCAA Copier Service 19-20 SY	09-5621-0000	1,800.00
P20-00362	PTM Document Systems	MCAA Maint. 19-20 SY	09-5621-0000	799.00
P20-00376	GOVCONNECTION, INC.	Epson Lamps for 83+ and 83c	09-4300-0000	433.13
P20-00377	OFFICE DEPOT B S D	Classroom Supplies	09-4300-1100	5,000.00
P20-00378	SACRAMENTO THEATRICAL LIGHTING	Lighting Instruction	09-5890-0000	800.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42) (continued)				
P20-00379	AMAZON.COM	Supplies - Mathews (Science)	09-4300-0000	86.27
P20-00380	Cardea Services	Supplies - Mathews (Health)	09-4300-0000	1,212.40
P20-00381	MENDEZ FOUNDATION	Supplies - Mathews (Health)	09-4300-0000	108.14
P20-00382	AMAZON.COM	Supplies - Barrera (Dance)	09-4300-0000	121.19
P20-00383	DICK BLICK COMPANY	Supplies - Weisgerber (Art)	09-4300-1100	4,137.08
P20-00386	AMAZON.COM	Supplies - Weisgerber - Photo	09-4300-1100	1,879.01
P20-00396	B & H PHOTO	Supplies - Weisgerber (Photo)	09-4300-1100	722.72
P20-00399	BEDFORD BOOKS MPS-ATTN: HIGH SCHOOL ORDER	Textbooks - Barrera - AP Lit	09-4100-0000	4,434.05
P20-00438	HOUGHTON MIFFLIN/MCDUGAL	Supplies - Math	09-4100-0000	1,536.61
P20-00451	AMAZON.COM	Supplies - Mathews - Tech Class	09-4300-0000	153.50
P20-00500	EMC PUBLISHING	Supplies - Barrera - English	09-4100-0000	795.35
P20-00502	CDW-G COMPUTER CENTER	Student PC	09-4410-0000	784.81
P20-00503	NWN CORPORATION	HP M227fdw Printer	09-4300-0000	278.82
P20-00504	CDW-G COMPUTER CENTER	20" and 22" Monitors	09-4300-0000	518.02
P20-00506	SCHOOL SPECIALTY	Teacher Desk - McBride	09-4410-0000	799.08
P20-00556	Worthington Direct Holdings	Sliding whiteboard	09-4300-1100	383.04
P20-00557	HILLYARD - SACRAMENTO	Pressure Washer	01-4410-0000	884.63
P20-00560	MUSIC THEATRE INTERNATIONAL	Drama Perusal	09-4300-0000	20.00
P20-00562	Pearson Education	Textbooks - Social Science - Yocum	09-4100-0004	33,828.88
Total Location				62,405.73
Location Child Development (51)				
P20-00330	Applied Landscape Materials	Playground Fiber for multiple sites	12-5801-6105	12,928.00
P20-00344	GAISER PETS	PRESCHOOL SUPPLIES	12-4300-6105	3,500.00
P20-00345	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	PRESCHOOL SUPPLIES	12-4300-6105	8,000.00
P20-00346	WAL-MART COMMUNITY BRC	PRESCHOOL SUPPLIES	12-4300-6105	25,000.00
P20-00347	WAL-MART COMMUNITY BRC	EMCC CHILD DEV/SUPPLIES	12-4300-5025	1,000.00
P20-00348	WAL-MART COMMUNITY BRC	MCC/Child DEV	12-4300-5025	500.00
P20-00349	OFFICE DEPOT B S D	Preschool Open PO	12-4300-6105	10,000.00
P20-00350	OFFICE DEPOT B S D	Preschool Admin Open PO	12-4300-6105	5,000.00
P20-00351	OFFICE DEPOT B S D	CCTR Classroom Open PO	12-4300-5025	1,800.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51) (continued)				
P20-00352	OFFICE DEPOT B S D	School Readiness Open PO	01-4300-9041	200.00
P20-00353	FEDERAL EXPRESS CORP	Child Dev. Fed EX	12-5910-6105	1,100.00
P20-00354	Tahoe Pure	CHILD DEV/WATER SERVICE 2019-20	12-4300-6105	162.50
			12-5801-6105	137.50
P20-00355	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Preschool Open PO	12-4300-6105	50,000.00
P20-00356	AT&T	Child Development Ad	12-5890-6105	1,548.00
P20-00366	PLAY WITH A PURPOSE	Covillaud Pre Supplies Rm A Madrid	12-4300-6105	1,229.96
P20-00367	NASCO	Covillaud Pre Supplies Rm A Madrid	12-4300-6105	65.34
P20-00368	SCHOOL SPECIALTY	Covillaud Pre RM A Supplies Madrid	12-4300-6105	222.31
P20-00372	AMAZON.COM	EMCC - Carmen Garcia	12-4300-6105	58.34
P20-00373	AMAZON.COM	Arboga Pre Supplies RM B Jeanette Ybarra	12-4300-6105	688.08
P20-00464	AMAZON.COM	Olivehurst Pre Supplies RM C Heidi Oliver	12-4300-6105	31.02
P20-00465	AMAZON.COM	Yuba Feather PRE Supplies Rhonda Lococo	12-4300-6105	157.46
P20-00496	The Shopper	Preschool Enrollment Ad	12-5890-6105	493.75
P20-00498	AMAZON.COM	Sensory Supplies	12-4300-6105	1,138.58
P20-00534	SMILE BUSINESS PRODUCTS, INC.	Child Dev. Copier Maint 19-20 SY	12-5621-6105	675.00
P20-00545	AMAZON.COM	KWoods Rm 105	12-4300-6105	43.17
P20-00546	Resources for Educators	Parent Newsletter subscription	12-4300-6105	194.00
P20-00552	AMAZON.COM	KWoods - books	12-4300-6052	710.34
P20-00603	CONSCIOUS DISCIPLINE	Conscious Discipline	12-4300-6105	315.52
P20-00605	Learning Genie Inc.	Learning Genie App	12-5801-6105	11,556.56
P20-00613	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	School-Age Open PO	12-4300-6105	3,000.00
P20-00615	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Pre Supplies Rm C Becky DAgostini	12-4410-6105	648.42
P20-00616	KAPLAN SCHOOL SUPPLY	Covillaud Pre Rm C Becky DAgostini	12-4300-6105	813.33
P20-00617	AMAZON.COM	Olivehurst Pre Supplies Rm C Heidi Oliver	12-4300-6105	136.32
P20-00618	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kynoch PRE QRIS Supplies Carmen Mota	12-4300-6127	820.54
		Total Location		143,874.04
Location Community Day School (54)				
P20-00231	ADVANCED DOCUMENT CONCEPTS	Community Day Copier Maint 19-20 SY	01-5621-0003	1,274.98
			01-5621-1100	425.02

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Cordua Elementary (07)				1,700.00
P20-00334	ADVANCED DOCUMENT CONCEPTS	Cordua Service Copier Maint 19-20 SY	01-5621-0003	1,500.00
Location Covillaud Elementary (09)				
P19-04271	JUNIOR LIBRARY GUILD	COV Library books	01-9510-0003	682.73
P20-00295	GOVCONNECTION, INC.	Replacement bulbs/COV	01-4300-0003	866.26
P20-00300	Waterford Research Institute	COV - Waterford Computer Lab License/Subscription	01-5801-0003	5,991.50
P20-00331	ADVANCED DOCUMENT CONCEPTS	COV Copier Maint. 19-20 SY	01-5621-0003	750.00
P20-00358	SMILE BUSINESS PRODUCTS, INC.	COV Copiers 19-20 SY	01-5621-0003	1,600.00
			01-5630-0003	3,545.10
P20-00614	TROXELL COMMUNICATIONS INC	Balt Cart	01-4300-1100	351.81
Total Location				13,787.40
Location Custodial Supervisor (206)				
P20-00134	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	CUSTODIAL 2019-2020	01-4320-0000	800.00
P20-00135	SHADD JANITORIAL SUPPLY	Districtwide Custodial Repairs 2019-2020	01-5641-0000	13,000.00
P20-00136	SHADD JANITORIAL SUPPLY	Districtwide Custodial Supplies 2019-2020	01-4320-0000	15,000.00
P20-00531	KING CLOTHING ATTN: ZAK KING	Custodial/MCAA	01-4320-0000	167.14
Total Location				28,967.14
Location Edgewater Elementary (12)				
P20-00393	ADVANCED DOCUMENT CONCEPTS	EDG Copier Maint. 19-20 SY	01-5621-1100	1,000.00
P20-00487	ADVANCED DOCUMENT CONCEPTS	EDG Copier Maint. 19-20 SY	01-5621-0003	1,700.00
P20-00488	ADVANCED DOCUMENT CONCEPTS	EDG Copier Maint. 19-20 SY	01-5621-0003	1,075.00
P20-00606	TROXELL COMMUNICATIONS INC	Kinder Bldg Projectors and doc cams	25-4300-9010	965.59
			25-4410-9010	4,849.60
P20-00607	Oliver Worldclass Labs	Kinder Bldg Smartboards	25-4410-9010	7,372.67
P20-00608	CDW-G COMPUTER CENTER	Kinder Bldg Teacher Laptops	25-4410-9010	4,192.88
P20-00609	NWN CORPORATION	Kinder Bldg HP M227fdw Printers	25-4300-9010	1,115.28
P20-00610	CDW-G COMPUTER CENTER	Laptops	01-4410-1100	7,337.54
Total Location				29,608.56
Location Ella Elementary (13)				

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Ella Elementary (13)				
P20-00335	ADVANCED DOCUMENT CONCEPTS	Ella Copier Service/Maint. 19-20 SY	01-5621-0003	8,200.00
P20-00341	GENERAL BINDING CORP	Ella Maintenance 19-20	01-5621-0004	547.81
Total Location				8,747.81
Location Facilities (66)				
P19-04246	APPEAL DEMOCRAT	Public Notice-CBOC Committee	01-5890-0000	1,500.80
P19-04255	North American Technical Svcs	8195 Edgewater Kinder Portables	25-9510-9010	9,600.00
P20-00402	THE TREE HOUSE	Toner	01-4300-0000	468.87
P20-00581	Steel Inspectors of Texas	8195-Edgewater Kinder Portable	25-6240-9010	4,000.00
P20-00602	WARREN CONSULTING ENGINEERS, INC.	Olivehurst Elementary-Multi School Project	01-6172-0004	2,800.00
Total Location				18,369.67
Location Grounds (65)				
P19-04248	LOMA RICA STORE	Grounds	01-4300-0000	27.63
P20-00119	Applied Landscape Materials	GROUND/2019-2020	01-4300-0000	6,000.00
P20-00120	ARNE'S PAINT STORE INC.	GROUND/2019-2020	01-4300-0000	2,500.00
P20-00121	BI-COUNTY IRRIGATION, INC	GROUND/2019-2020	01-4300-0000	1,500.00
P20-00122	Citrus Heights Mower	GROUND/2019-2020/REPAIR	01-5641-0000	1,000.00
P20-00123	Citrus Heights Mower	GROUND/2019-2020	01-4300-0000	15,000.00
P20-00124	FOOTHILL ACE HARDWARE	GROUND/2019-2020	01-4300-0000	100.00
P20-00125	HASTIE'S CAPITOL SAND & GRAVEL	GROUND/2019-2020	01-4300-0000	7,500.00
P20-00126	HORIZON SAFETY DISTRIBUTING	GROUND/2019-2020	01-4300-0000	1,000.00
P20-00127	HOME DEPOT	GROUND/2019-2020	01-4300-0000	2,000.00
P20-00128	HUST BROTHERS INC	GROUND/2019-2020	01-4300-0000	700.00
P20-00129	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	GROUND/2019-2020	01-4300-0000	700.00
P20-00130	NORMAC, INC.	GROUND/2019-2020	01-4300-0000	8,000.00
P20-00131	UNION LUMBER COMPANY	Grounds/2018-2019	01-4300-0000	1,500.00
P20-00132	VALLEY TRUCK & TRACTOR CO	GROUND/2019-2020/SUPPLIES	01-4300-0000	2,000.00
P20-00133	VALLEY TRUCK & TRACTOR CO	GROUND/2019-2020/REPAIRS	01-5641-0000	1,000.00
P20-00205	WESTERN TREE NURSERY, INC	Grounds 2019-2020	01-4300-0000	500.00
P20-00209	ZEE MEDICAL COMPANY	Grounds/2019-2020	01-4300-0000	600.00
P20-00214	OFFICE DEPOT B S D	GROUND/2019-2020	01-4300-0000	200.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Grounds (65) (continued)				
P20-00220	BARROW'S LANDSCAPING	Grounds/Edgewater	01-6170-0000	33,125.00
P20-00222	Sierra Pacific Turf Supply	GROUNDS/2019-2020	01-4300-0000	15,000.00
P20-00223	KING CLOTHING	Grounds/MN	01-4300-0000	1,056.87
P20-00289	AMAZON.COM	Grounds/MN	01-4300-0000	22.72
P20-00292	AMAZON.COM	Grounds/MN	01-4300-0000	15.14
P20-00591	PBM Supply and Mfg, Inc.	Grounds	01-4300-0000	14.38
Total Location				101,061.74

Location Indian Education (108)				
P20-00229	ADVANCED DOCUMENT CONCEPTS	Indian Ed Copier Maint 19-20 SY	01-5621-4510	550.00
P20-00247	WAL-MART COMMUNITY BRC	Open PO Classroom Supplies	01-4300-4511	1,000.00
P20-00248	HOME DEPOT	Open PO Classroom Supplies	01-4300-4510	250.00
P20-00250	OFFICE DEPOT B S D	Open PO Classroom Supplies	01-4300-4510	250.00
P20-00279	Tahoe Pure	Bottled Water	01-4300-4510	100.00
P20-00280	MARYSVILLE YOUTH & CIVIC CTR	Use of Facility	01-5630-4510	3,275.00
P20-00281	LANCASTER ARCHERY SUPPLY	General Archery supplies.	01-4300-4510	250.00
Total Location				5,675.00

Location Instruction (IMC) (110)				
P20-00333	ADVANCED DOCUMENT CONCEPTS	Ed. Services Copier Maint 19-20 SY	01-5621-0000	900.00
P20-00395	Pearson Education	ilit 6 year 2019-2020	01-4100-0004	87,000.00
P20-00397	OFFICE DEPOT B S D	Supplies for summer school	01-4300-0000	122.10
P20-00505	Oliver Worldclass Labs	Smart Flat Panel Board and Stand	01-4450-0000	7,634.79
P20-00611	MJUSD REVOLVING CASH	Dinner for Migrant Ed summer school SF trip	01-4300-0000	667.39
Total Location				96,324.28

Location Johnson Park Elementary (15)				
P20-00251	Really Good Stuff, LLC	Classroom Supplies/ Graham	01-4300-0003	99.46
P20-00252	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies / Lovell	01-4300-0003	58.42
P20-00253	SCHOOL SPECIALTY	Site Supplies	01-4300-1100	789.37
P20-00259	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental 19-20 SY	01-5621-0003	130.00
			01-5630-0003	1,380.19

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Johnson Park Elementary (15) (continued)				
P20-00260	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental 19-20 SY	01-5621-0003	525.00
			01-5630-0003	1,999.92
P20-00261	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental 19-20 SY	01-5621-0003	800.00
			01-5630-0003	2,164.91
P20-00288	SCHOLASTIC	Lovell/ Mckinnon/ Scholastic Magazine Orders	01-4300-0003	661.75
P20-00304	THE TREE HOUSE	Toner	01-4300-1100	428.99
P20-00406	ROCHESTER 100 INC.	Communicator Folders/ Roche	01-4300-0003	438.41
P20-00467	AMAZON.COM	T-Shirts	01-4300-1100	617.71
Total Location				10,094.13
Location Kynoch Elementary (17)				
P20-00117	RAY MORGAN COMPANY	KYN Copier Maint 19-20 SY	01-5621-0003	2,750.00
P20-00340	GENERAL BINDING CORP	KYN Maint. 19-20 SY	01-5621-1100	638.74
P20-00408	AMAZON.COM	Kindergarten Privacy Inserts	01-5642-1100	1,753.65
P20-00409	AMAZON.COM	Kindergarten Privacy Inserts	01-5642-1100	308.51
P20-00486	ADVANCED DOCUMENT CONCEPTS	KYN Copier Maint. 19-20 SY	01-5621-0003	6,000.00
P20-00489	ADVANCED DOCUMENT CONCEPTS	Kynoch Copier Rental/Maint 19-20 SY	01-5621-0003	2,000.00
			01-5630-0003	1,299.00
P20-00493	PARENT INSTITUTE	Parent Institute	01-5801-3010	892.00
P20-00494	MobyMax, LLC	Moby Max License	01-5801-0003	4,990.00
P20-00497	Mystery Science Inc.	Subscription Renewal	01-5801-3010	1,249.00
Total Location				21,880.90
Location Linda Elementary (19)				
P20-00294	STUDIES WEEKLY, INC	3rd, 4th, 5th grade magazine	01-4300-0003	2,608.55
P20-00299	SitSpots	SitSpots/Music/David Heredia	01-4300-1100	41.89
P20-00301	WAL-MART COMMUNITY BRC	Open Purchase Order for Walmart	01-4300-1100	2,500.00
P20-00303	GREENFIELD LEARNING, INC MULTIMEDIA SYSTEMS FOR TRAIN	Lexia 1 year renewal for 2019-2020 school year	01-5801-0003	11,000.00
P20-00305	TROXELL COMMUNICATIONS INC	TV Mounts	01-4300-1100	231.66
P20-00490	SMILE BUSINESS PRODUCTS, INC.	LIN Copier Maint 19-20 SY	01-5621-0003	7,000.00
P20-00491	INLAND BUSINESS SYSTEMS	Linda School Copier Maint. 19-20 SY	01-5621-0003	600.00
P20-00598	SPELLING CITY	Spelling City 1 year renewal	01-5801-1100	1,609.05

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43)				
P20-00309	RISO PRODUCTS OF SACRAMENTO	Riso Ink and Masters	01-4300-0003	1,418.51
P20-00310	AMAZON.COM	Steamer	01-4300-0000	32.44
P20-00311	AMAZON.COM	Athletic Supplies/EZ Up Canopy Tent	01-4300-0000	475.14
P20-00312	SCHOOL SPECIALTY	Shelving/Athletic Trainer	01-4300-0000	316.54
P20-00313	OPTP LLC	Athletic Trainer Supplies	01-4300-0000	30.79
P20-00314	TRX Training	Athletic Training Supplies	01-4300-0000	200.21
P20-00315	PERFORM BETTER	Athletic Training Supplies	01-4300-0000	216.45
P20-00317	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh-Garcia	01-4300-0003	163.32
P20-00318	OFFICE DEPOT B S D	Classroom Supplies Open PO	01-4300-0003	6,000.00
P20-00319	PTM Document Systems	Report Card Forms	01-4300-0000	1,107.54
P20-00320	WAL-MART COMMUNITY BRC	Art Supplies/Greco	01-4300-0000	500.00
P20-00321	Chico Ceramics Center, LLC	Art Classroom Supplies/Greco	01-4300-0000	500.00
P20-00323	MIDWEST VOLLEYBALL WAREHOUSE	Athletic Supplies/Volleyball Uniforms	01-4300-0000	1,522.64
P20-00324	CASH & CARRY	Culinary Supplies	01-4300-0004	6,000.00
P20-00325	WAL-MART COMMUNITY BRC	Culinary Supplies	01-4300-0003	1,500.00
P20-00326	Supertints	D-Building	01-4300-0004	2,000.00
P20-00327	AMAZON.COM	Classroom Supplies/Foster	01-5801-0000	1,849.50
P20-00328	AMAZON.COM	Classroom Supplies/Foster	01-4300-0000	129.06
P20-00329	AMAZON.COM	Classroom Supplies/Foster	01-4300-0003	331.78
P20-00336	AMAZON.COM	Library Books	01-4300-0000	49.78
P20-00339	THE CHANGE COMPANIES	Supplies	01-4200-0000	916.06
P20-00363	PTM Document Systems	LHS Maint. 19-20 SY	01-4300-0000	235.06
P20-00390	MEDCO SUPPLY COMPANY	Athletic Trainer Supplies	01-5621-0003	799.00
P20-00391	Rogue Fitness	Athletic Trainer Supplies	01-4300-0000	2,271.01
P20-00392	SCHOOL SPECIALTY	Library Furniture	01-4300-0004	890.21
			01-4410-0004	1,751.96
				2,747.20
			Total Location	25,591.15

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P20-00394	SCHOOL SPECIALTY	Counseling Office Desk	01-4300-0000	866.87
P20-00425	MEDCO SUPPLY COMPANY	Athletic Trainer Supplies	01-4300-0000	910.63
P20-00463	AMAZON.COM	Shelving/Athletic Trainer	01-4300-0000	174.95
P20-00466	AMAZON.COM	Graphic Card	01-4300-0000	205.06
P20-00492	AMAZON.COM	Classroom Supplies/Whitmore	01-4300-0003	159.08
P20-00495	Ascend Education	Ascend Math	01-5801-3010	4,000.00
P20-00501	EMC PUBLISHING	Classroom Supplies/English	01-4100-0004	3,190.97
P20-00533	Mighty Aim High LLC	Guest Speaker	01-5801-0004	1,500.00
P20-00536	STEM Fuse, LLC	2019-20 License - Game It Curriculum	01-5801-0004	2,000.00
P20-00539	SCHOOL SPECIALTY	Task Chair	01-4300-0004	2,436.17
P20-00542	SAM'S CLUB DIRECT	Televisions	01-4410-0004	2,597.04
P20-00543	TROXELL COMMUNICATIONS INC	TV Mounts	01-4300-0004	579.14
P20-00544	AMAZON.COM	Counters	01-4300-0004	1,339.98
P20-00550	Miles Treaster & Associates	Counseling office chairs	01-4300-0004	1,389.28
P20-00551	Cummins-Allison Corp	Money Counter	01-4410-0004	1,930.88
P20-00553	Sysco Sacramento, Inc.	Culinary Supplies	01-4300-0000	1,500.00
P20-00554	WALKER'S OFFICE SUPPLIES	Desks and Tables	01-4300-0004	3,423.95
P20-00555	SCHOOL SPECIALTY	Tables and teacher desk	01-4300-0004	6,363.28
			01-4410-0004	799.08
P20-00565	Worthington Direct Holdings	Classroom Cabinet	01-4300-0004	494.71
P20-00572	SMILE BUSINESS PRODUCTS, INC.	LHS Copier Rental 19-20 SY	01-5621-0003	4,506.00
			01-5630-0003	8,030.81
P20-00576	ARNE'S PAINT STORE INC.	Paint	01-4300-0000	593.20
P20-00599	AMAZON.COM	Classroom Supplies/Bradbury	01-4300-0000	51.61
Total Location				88,996.89
Location Maintenance (63)				
P19-04245	INDUSTRIAL PLUMBING SUPPLY	Maintenance/TH	01-9510-8150	1,045.88
P19-04249	HOLT OF CALIFORNIA	Maintenance	01-9510-8150	272.00
P19-04252	Carrier Corporation	Maintenance/LHS	01-9510-8150	1,260.59
P19-04260	SHERWIN WILLIAMS	Maintenance/Grounds	01-4300-8150	12.42

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P19-04261	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/2018-2019	01-5890-8150	3,505.95
P19-04262	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	Maintenance	01-9510-8150	155.82
P19-04263	ASHLEY'S PLUMBING HEATING & AIR CONDITIONING	Maintenance/DO	01-4300-8150	9.66
P19-04264	Carrier Corporation	Maintenance/Yuba Gardens	01-5642-8150	2,627.50
P19-04268	Carrier Corporation	Maintenance/LHS	01-9510-8150	4,399.23
P19-04272	SIEMENS BUILDING TECHNOLOGIES	Maintenance/Yuba Gardens	01-4410-8150	2,234.34
P20-00245	John Burger Heating & Air Conditioning, Inc.	Maintenance/Kynoch Rm #15	01-5642-8150	8,816.00
P20-00316	GEORGE ROOFING	Maintenance/MHS	01-5801-8150	53,200.00
P20-00337	Carpet II Inc. DBA Premier Floors	Maintenance/Olivehurst Rm #22	01-5642-8150	1,840.62
P20-00338	KYA Services, LLC	Maintenance/Linda Room #101	01-5642-8150	7,244.27
P20-00360	Sharp Electronics Corp.	Maint. Dept. Copier Service 19-20 SY	01-5621-8150	230.00
P20-00404	BEYMER WELL SERVICE, INC.	Maintenance/Loma Rica Water pump	01-5801-8150	165.00
P20-00426	Eagle Welding Services, Inc.	Maintenance/Covillaud Gate	01-5642-8150	12,390.00
P20-00427	UNITED LABORATORIES	Maintenance/LHS Cooling towers	01-4410-8150	4,545.26
P20-00432	Guerin Backflow Testing	Maintenance/North Yuba Water Dist	01-5801-8150	120.00
P20-00433	H C HEILMAN CONSTRUCTION	Maintenance/Linda	01-6170-8150	39,750.00
P20-00434	Kiz Construction	Maintenance/LHS Fence	01-5642-8150	4,485.00
P20-00435	AMAZON.COM	Maintenance/MM JB	01-4300-8150	23.79
P20-00436	CAL-WEST CONCRETE CUTTING, INC	Maintenance/McKenney	01-5801-8150	475.00
P20-00437	ASHLEY'S PLUMBING HEATING & AIR CONDITIONING	Maintenance	01-4300-8150	100.00
P20-00439	Climate Control, Inc.	Maintenance/Kynoch Kitchen	01-5642-8150	11,281.00
P20-00440	CDW-G COMPUTER CENTER	Acrobat Pro 2017 - Travis	01-5801-8150	81.81
P20-00449	Tahoe Pure	Bottled Water DOB/LRE/FHS/COR 19-20	01-4300-8150	9,000.00
P20-00453	AIR FILTER SUPPLY	Maintenance/HVAC 2019-2020	01-4300-8150	20,000.00
P20-00454	Servpro of Auburn/Rocklin	Maintenance/MHS P100	01-5642-8150	5,812.74
P20-00511	HOLT OF CALIFORNIA	Maintenance	01-5801-8150	272.00
P20-00559	GOLDEN BEAR ALARMS	Maintenance-LHS Weight room	01-5642-8150	275.00
P20-00561	AMAZON.COM	Maintenance/TS	01-4300-8150	58.41
P20-00568	HOLT OF CALIFORNIA	Maintenance/DT	01-5642-8150	753.40

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45)				
P20-00577	Carpet II Inc. DBA Premier Floors	Maintenance/LHS Office	14-5642-0000	1,145.20
P20-00578	Carpet II Inc. DBA Premier Floors	Maintenance/Edgewater P16	14-5642-0000	5,099.69
P20-00580	GOLDEN BEAR ALARMS	Maintenance/Yuba Gardens, LHS	01-5801-8150	90.00
P20-00595	SHERWIN WILLIAMS	Texture Sprayer	01-4410-8150	1,818.60
P20-00600	RUSSELL SIGLER, INC.	Maintenance/Linda School	14-5642-0000	3,689.16
P20-00601	RUSSELL SIGLER, INC.	Maintenance/Ella B102	14-5642-0000	5,525.08
P20-00619	VERIZON WIRELESS	iPhone 8 Silver 64 GB Matt Hall 530-701-9625	01-4410-8150	231.95
P20-00620	AMAZON.COM	Maintenance/LHS	01-4300-8150	244.58
P20-00621	RUSSELL SIGLER, INC.	Maintenance/2019-2020	01-4300-8150	2,000.00
P20-00628	T.A. Luker Engineering	Maintenance/MHS AG Dept	14-5642-0000	24,820.00
P20-00630	KYA Services, LLC	Maintenance/MHS Rm P100	14-5642-0000	6,502.25
P20-00631	KYA Services, LLC	Maintenance/MHS YOLO COED F1	14-5642-0000	6,790.93
P20-00632	Chatfield-Clarke Co, Inc.	Maintenance/stock	01-4300-8150	2,025.81
Total Location				256,425.94

Location Marysville High (45)				
P19-04247	MASTER MIX LIGHT AND SOUND PRODUCTION	Graduation Microphone	01-5801-0000	65.00
P19-04251	EATON INTERPRETING SERVICES	Graduation Interpreter	01-9510-0004	357.50
P20-00118	RAY MORGAN COMPANY	MHS Copier Maint 19-20 SY	01-5621-0003	1,000.00
P20-00232	ADVANCED DOCUMENT CONCEPTS	MHS-ROP & ASB Copier Maint. 19-20 SY	01-5621-0003	300.00
P20-00233	ADVANCED DOCUMENT CONCEPTS	MHS-Admin Copier Maint. 19-20 SY	01-5621-0003	400.00
P20-00263	SMILE BUSINESS PRODUCTS, INC.	MHS Copier Rental 19-20 SY	01-5621-0003	300.00
P20-00270	PTM Document Systems	MHS Maint. 19-20 SY	01-5630-0003	2,164.91
P20-00272	CASH & CARRY	Retreat Groceries	01-5621-0003	799.00
P20-00273	WAL-MART COMMUNITY BRC	Retreat Supplies/Refreshments	01-4300-0000	500.00
P20-00276	AMAZON.COM	Staff Clipboard	01-4300-0000	700.00
P20-00285	Custom Ink	Link Crew T-Shirts	01-4300-0004	124.25
P20-00297	Pearson Education	Anatomy & Physiology Books	01-4300-0004	848.84
P20-00298	Pearson Education	Spanish Textbooks	01-4100-0004	6,485.35
P20-00509	HOUGHTON MIFFLIN/MCDUGAL	Textbook Order	01-4100-0004	3,131.72
				5,924.24

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P20-00510	Carnegie Learning	Textbook Order	01-4100-0004	19,445.54
P20-00558	HILLYARD - SACRAMENTO	Pressure Washer	01-4410-0000	884.63
P20-00573	KS TELECOM	Security Cameras	01-4410-0000	35,324.75
P20-00582	YUBA COUNTY PROBATION DEPT	MHS PASS Contract 18/19	01-5100-0003	73,174.00
			01-5801-0003	25,000.00
P20-00584	5-Star Students, LLC	5 Star Students Subscription	01-5801-0003	1,629.23
P20-00585	McGraw-Hill/ALEKS	MHS/ALEKS	01-5801-3010	4,250.00
P20-00586	CIF SAC-JOAQUIN SECTION	CIF Dues	01-5310-0000	778.54
P20-00587	Lone Star Banners and Flags	Color Guard Flag	01-4300-0000	82.14
P20-00594	THE TREE HOUSE	Ink	01-4300-0000	571.34
P20-00622	OFFICE DEPOT B S D	SPED Supplies	01-4300-6500	1,000.00
P20-00623	OFFICE DEPOT B S D	Trainer Supplies	01-4300-0000	112.54
P20-00626	SCHOOL SPECIALTY	Trainer Supplies	01-4300-0000	333.37
P20-00627	ALPHA CERAMIC SUPPLIES, INC.	Ceramics Materials	01-4300-0004	3,417.99
Total Location				189,104.88

Location McKenney Intermediate (37)				
P20-00249	Rubber Stamps Unlimited, Inc.	CLASSROOM STAMPS	01-4300-1100	690.09
P20-00258	SMILE BUSINESS PRODUCTS, INC.	McKenney Copier Rental 19-20 SY	01-5621-0003	1,150.00
			01-5630-0003	3,545.10
P20-00405	SCHOOL SPECIALTY	ASES / Sarena Wright	01-4300-6010	445.85
P20-00458	PTM Document Systems	MCK Maint. 19-20 SY	01-5621-0003	799.00
P20-00499	Educational Testing Service	ELA CLASSROOM SUBSCRIPTION	01-5801-3010	3,224.00
Total Location				9,854.04

Location Nutrition Services (73)				
P19-04256	Bimbo Bakeries USA, Inc.	Summer Food Service Program	13-4717-5330	939.81
P19-04257	DANIELSEN COMPANY	Summer Food Service Program	13-4313-5330	203.85
			13-4717-5330	2,729.85
P19-04258	Foster Dairy Farms, Inc. dba Crystal Creamery	Summer Food Service Program	13-4711-5330	2,544.48
P19-04259	GOLD STAR FOODS	Summer Food Service Program	13-4716-5330	2,139.60
P19-04266	STATE OF CALIFORNIA FOOD DIST	USDA Fees	13-4712-5310	930.46

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Location Nutrition Services (73) (continued)				
P19-04269	APPEAL DEMOCRAT	RFP Notification	13-5890-5310	540.44
P20-00240	YUBA COUNTY ENVIRONMENTAL HEALTH DIVISION	Annual Kitchen Permits	13-5890-5310	8,725.92
P20-00241	Foster Dairy Farms, Inc. dba Crystal Creamery	Summer Food Service Program	13-4711-5330	1,500.00
P20-00242	GOLD STAR FOODS	Summer Food Service Program	13-4716-5330	1,100.00
P20-00243	DANIELSEN COMPANY	Summer Food Service Program	13-4717-5330	1,400.00
P20-00244	Bimbo Bakeries USA, Inc.	Summer Food Service Program	13-4717-5330	300.00
P20-00277	SMILE BUSINESS PRODUCTS, INC.	Nutri. Serv. Copier Rental/Service 19-20 SY	13-5621-5310	200.00
			13-5630-5310	1,380.19
P20-00278	EAST BAY RESTAURANT SUPPLY, INC.	Dishwasher for Linda	13-6492-5310	15,851.87
P20-00388	CDW-G COMPUTER CENTER	Admin Computer	13-4410-5310	1,163.69
P20-00417	Aqua Clean Solutions	Kitchen Hood Cleaning Project	13-5641-5310	8,511.00
P20-00468	Fat Cat Scones	Direct Order for Warehouse Inventory	13-9325-5310	7,577.60
P20-00469	OFFICE DEPOT B S D	Open PO-Office Supplies for 19/20 School Year	13-4300-5310	5,000.00
P20-00473	COMMERCIAL APPLIANCE	Open PO for Kitchen Equip Repair 19/20 SY	13-5641-5310	60,000.00
P20-00474	HOBART CORPORATION	Open PO for Repair of Kitchen Equipment	13-5641-5310	8,000.00
P20-00475	RB SPENCER	Open PO for Kitchen Equipment Repair 19/20 SY	13-5641-5310	10,000.00
P20-00476	LA TAPATIA TORTILLERIA, INC	Open PO for Tortilla Products 19/20 SY	13-4717-5310	13,500.00
P20-00477	CULTURE SHOCK YOGURT	Open PO for Yogurt 19/20 SY	13-4717-5310	4,000.00
P20-00478	RSI - Refrigeration Solutions	Open PO for Warehouse Refrigeration Maintenance	13-5641-5310	4,000.00
P20-00479	BIG TRAY	Dishwasher for Foothill Kitchen	13-6492-5310	15,993.94
P20-00480	Identimetrix, Inc.	Identimetrix Licensing & Support	13-5801-5310	6,986.00
P20-00517	PILGRIM'S PRIDE CORPORATION	Commodity Order	13-9325-5310	10,936.80
P20-00518	J M SMUCKERS	Commodity Order	13-9325-5310	6,374.53
P20-00519	The Hillshire Brands Co.	Commodity Order	13-9325-5310	7,821.16
P20-00520	JENNIE-O-TURKEY STORE	Commodity Order	13-9325-5310	13,231.38
P20-00521	INTEGRATED FOOD SERVICES	Commodity Order	13-9325-5310	10,042.56
P20-00522	TYSON FOODS	Commodity Order	13-9325-5310	10,345.04
P20-00523	GOODMAN FOODS	Commodity Order	13-9325-5310	8,408.26
P20-00524	SCHWAN'S FOOD SERVICE	Commodity Order	13-9325-5310	16,536.43

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P20-00525	Rich Chicks, LLC	Commodity Order	13-9325-5310	13,336.80
P20-00526	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	CDE Offering 8/1-9/30 **no del 8/1-8/16 or 9/2	13-4716-5310	627.00
			13-9325-5310	986.80
P20-00527	Nat'l Restaurant Assoc.	Training Materials	13-4300-5310	1,388.13
P20-00528	Thermoworks, Inc.	Hi Temp Dishwasher Monitors	13-4300-5310	128.42
P20-00529	US Bank Supply	Bank Deposit Bags for Nutrition Services	13-4300-5310	89.63
P20-00530	GOLDEN BEAR ALARMS	Alarm Monitor Whs Cold & Dry, LIN Freezer order	13-5581-5310	984.00
P20-00588	GOLD STAR FOODS		13-9325-5310	1,154.20
P20-00624	EMS-ISITE	Menu Planning & Back Office Software	13-5801-5310	15,092.50
P20-00625	EMS-ISITE	AeroSTEM Accademy School Nutrition	13-5801-5310	1,770.00
Total Location				304,472.34
Location Olivehurst Elementary (25)				
P20-00262	SMILE BUSINESS PRODUCTS, INC.	OLV Copier Rental 19-20 SY	01-5621-0003	1,500.00
			01-5630-0003	3,700.98
P20-00265	INLAND BUSINESS SYSTEMS	OLV Copier Maint. 19-20 SY	01-5621-0003	2,000.00
Total Location				7,200.98
Location Personnel (113)				
P19-04267	Girard, Edwards, Stevens, & Tucker LLP	Attorneys	01-9510-0000	87.00
P20-00369	STATE DEPT OF JUSTICE ACCOUNTING SERVICES	Fingerprinting Services	01-5810-0000	18,000.00
P20-00370	CAPITAL LIVE SCAN	Fingerprint Machine Rental	01-5810-0000	9,000.00
P20-00371	OFFICE DEPOT B S D	Office Supplies	01-4300-0000	2,000.00
Total Location				29,087.00
Location Print Shop (67)				
P20-00110	Spicer's Paper, Inc.	Paper	01-4300-0000	749.71
P20-00216	California Surveying and Drafting Supply, Inc.	Z6800 Maintenance	01-5621-0000	1,749.00
P20-00236	ADVANCED DOCUMENT CONCEPTS	ID 4725 Copier Maint. 19-20 SY	01-5621-0000	20,000.00
P20-00237	ADVANCED DOCUMENT CONCEPTS	ID 4209 Copier Maint. 19-20 SY	01-5621-0000	20,000.00
P20-00238	ADVANCED DOCUMENT CONCEPTS	Print Shop - Supplies 19-20 SY	01-4300-0000	2,000.00
P20-00246	Spicer's Paper, Inc.	Paper	01-4300-0000	793.60
P20-00266	INLAND BUSINESS SYSTEMS	Print Shop Copier Maint. 19-20 SY	01-5621-0000	16,000.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Print Shop (67) (continued)				
P20-00267	INLAND BUSINESS SYSTEMS	Print Shop Copier Maint. 19-20 SY	01-5621-0000	19,000.00
P20-00411	Raymond Handling	Pallet Jack	01-4300-0000	454.65
P20-00448	Tahoe Pure	Print Shop 19-20 SY	01-4300-0000	200.00
P20-00461	CDW-G COMPUTER CENTER	Cartridge	01-4300-0000	83.49
P20-00462	Spicer's Paper, Inc.	Paper	01-4300-0000	1,404.83
P20-00516	California Surveying and Drafting Supply, Inc.	Printer Repair	01-5641-0000	2,126.90
Total Location				84,562.18
Location Pupil Services (202)				
P19-04265	APPEAL DEMOCRAT	Public Service Announcement	01-5890-0000	270.39
P20-00357	OFFICE DEPOT B S D	Student Services Open PO	01-4300-0000	2,000.00
P20-00361	HOME DEPOT	Fridge	01-4300-0000	244.43
P20-00364	OFFICE DEPOT B S D	Speech Open PO	01-4300-6500	2,000.00
P20-00365	OFFICE DEPOT B S D	Health Services Open PO	01-4300-0000	2,500.00
P20-00541	SCHOOL SPECIALTY	Task Chairs	01-4300-0000	1,392.10
P20-00549	CDW-G COMPUTER CENTER	Laptops - Psychologists	01-4410-0000	2,096.44
P20-00604	Pearson Clinical Order Dept.	Psych Test Forms	01-4300-0000	2,825.50
Total Location				13,328.86
Location Purchasing (104)				
P20-00213	MOORE WALLACE, AN RR DONNELLEY COMPANY	D.O./Whs for Tech	01-4300-0000	1,631.98
P20-00296	Sac Ice	Ice Machine Service	01-5801-0000	1,096.40
P20-00359	INLAND BUSINESS SYSTEMS	New Teacher Support Copier Maint. 19-20 SY	01-5621-0004	250.00
P20-00374	RECOLOGY YUBA SUTTER	Districtwide	01-5570-0000	290,000.00
P20-00375	RECOLOGY YUBA SUTTER	Maint/Grounds/WHs/MHS	01-5570-0000	4,000.00
P20-00428	PITNEY BOWES INC	Annual Service 19-20 SY	01-5621-0000	2,171.50
P20-00429	PITNEY BOWES INC ATTN: GOV'T PURCHASE ORDERS	Postage Meter Rental/Software 19-20	01-5630-0000	649.50
P20-00430	Pitney Bowes Reserve Account	District - Postage 2019-20 SY	01-5801-0000	504.00
P20-00431	OFFICE DEPOT B S D	Office Supplies	01-5910-0000	55,000.00
P20-00444	KONE Inc.	LHS Elevator Service	01-4300-0000	5,000.00
P20-00445	KONE Inc.	MHS Elevator Service	01-5621-8150	4,109.88
			01-5621-8150	2,112.96

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Purchasing (104) (continued)				
P20-00446	KONE Inc.	Ella Elevator Service	01-5621-8150	3,240.00
P20-00460	GOLDEN BEAR ALARMS	Alarm Service 2018-19 S.Y.	01-5581-0000	25,860.00
P20-00540	SCHOOL SPECIALTY	Task Chair	01-4300-0000	696.05
P20-00593	RISO PRODUCTS OF SACRAMENTO	RISO SERVICE 19-20 SY	01-5621-0003	6,550.00
P20-00612	Oil Price Information Service	OPIS Report Subscription	01-5801-0000	1,740.00
P20-00635	WALKER'S OFFICE SUPPLIES	Desks	01-4410-0000	1,040.28
Total Location				405,652.55
Location Student Discipline/Attendance (109)				
P20-00307	Raptor Technologies, LLC	RAPTOR	01-5801-0004	12,420.00
P20-00384	WAL-MART COMMUNITY BRC	Walmart PO	01-4300-0000	1,500.00
P20-00385	OFFICE DEPOT B S D	Office Supplies	01-4300-0000	2,200.00
P20-00387	CENTER FOR EDUCATION AND EMPLOYMENT LAW	Legal Notes for Education	01-5801-0000	159.00
P20-00441	SMILE BUSINESS PRODUCTS, INC.	Disc/Attend Copier Rental 19/20 SY	01-5630-0000	2,320.79
P20-00442	SMILE BUSINESS PRODUCTS, INC.	SARB Copier Rental 19-20 SY	01-5630-0000	1,380.19
P20-00535	Live Wire Media	Saturday School curriculum	01-4300-0000	499.24
P20-00547	OFFICE DEPOT B S D	SARB/ER	01-4300-0000	600.00
Total Location				21,079.22
Location Superintendent (101)				
P20-00221	OFFICE DEPOT B S D	Office Supplies	01-4300-0000	3,000.00
P20-00566	BETTY'S RESTAURANT	Management Team Retreat Lunch	01-4300-0000	885.05
P20-00583	Complete Book and Media Supply	Mgmt Meeting Books	01-4300-0000	422.76
Total Location				4,307.81
Location Technology (102)				
P20-00308	West Interactive Services Corp	School Messenger through 2022	01-5801-0000	37,807.50
P20-00342	GAGGLE	Gaggle	01-5801-0000	9,425.00
P20-00343	CDW-G COMPUTER CENTER	Palo Alto (1 Year)	01-5801-0000	23,412.00
P20-00403	OFFICE DEPOT B S D	Technology Office Depot PO (19-20)	01-4300-0000	5,250.00
P20-00443	AMAZON.COM	Foot Pedal	01-4300-0000	151.50
P20-00537	Amplified IT, LLC	Amplified Gopher Pack Renewal 19-20	01-5801-0000	1,916.55
P20-00538	Amplified IT, LLC	Amplified Yearly Membership	01-5801-0000	2,450.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Technology (102) (continued)				
P20-00567	AMS.NET	AMS	01-5801-0000	101,064.27
P20-00575	AMAZON.COM	Office Supplies	01-4300-0000	315.49
Total Location				181,792.31
Location Transportation (69)				
P20-00138	KIMBALL MIDWEST	TRANSPORTATION/Parts	01-4364-0230	3,500.00
P20-00140	North State Tire Co., Inc.	TRANSPORTATION/Tires	01-4363-0230	40,000.00
P20-00141	RIEBES AUTO SUPPLY	TRANSPORTATION	01-4364-0230	30,000.00
P20-00142	Romaine Electric Corporation	TRANSPORTATION	01-4364-0230	3,500.00
P20-00143	WAL-MART COMMUNITY BRC	TRANSPORTATION	01-4300-0240	2,000.00
P20-00144	Valley Forklift	TRANSPORTATION/Forklift parts	01-4364-0230	1,000.00
P20-00145	MISSION LINEN & UNIFORM	Floor Mat Rentals 2019-2020	01-5630-0230	2,000.00
P20-00147	AMADOR STAGE LINES, INC	TRANSPORTATION/CHARTER	01-5880-0230	20,000.00
P20-00148	A-Z BUS SALES INC	TRANSPORTATION/SUPPLIES	01-4364-0230	15,000.00
P20-00149	BATTERY SYSTEMS/CHICO/REDDING	TRANSPORTATION/SUPPLIES	01-4330-0230	10,000.00
P20-00150	BEN TOILET RENTALS	19/20 Main Bus Garage/Transportation Department	01-5630-0230	6,000.00
P20-00151	BEN TOILET RENTALS	19/20 Challenge Shop/Transportation Department	01-5630-0230	1,100.00
P20-00152	BILL'S ELECTRIC AUTO REPAIR	TRANSPORTATION	01-5641-0230	500.00
P20-00153	OFFICE DEPOT B S D	Open PO Trans 19/20	01-4300-0230	5,000.00
P20-00154	BUSWEST	TRANSPORTATION/Parts	01-4364-0230	30,000.00
P20-00155	BUSWEST	TRANSPORTATION/REPAIRS	01-5641-0230	5,000.00
P20-00156	CAPITOL CLUTCH AND BRAKE INC	TRANSPORTATION/SUPPLIES	01-4364-0230	5,000.00
P20-00157	Cisco Air Systems, Inc,	TRANSPORTATION/SUPPLIES	01-4364-0230	500.00
P20-00158	DOW LEWIS MOTORS	TRANSPORTATION/REPAIRS	01-5641-0230	10,000.00
P20-00159	DOW LEWIS MOTORS	TRANSPORTATION/SUPPLIES	01-4364-0230	5,000.00
P20-00160	E.T. QUALITY RV, INC	DENTAL VAN	01-5801-9014	1,000.00
P20-00161	Factory Motor Parts	TRANSPORTATION	01-4364-0230	9,000.00
P20-00162	FERM HYDRAULICS,INC	TRANSPORTATION/REPAIRS	01-5641-0230	500.00
P20-00163	FLEETPRIDE	TRANSPORTATION	01-4364-0230	1,500.00
P20-00164	FREMONT-RIDEOUT COMP CLINIC & DRUG TESTING	TRANSPORTATION/DMV Physicals	01-5801-0230	1,500.00
P20-00165	HANCOCK PETROLEUM ENGINEERING	TRANSPORTATION	01-5641-0230	1,500.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Transportation (69) (continued)				
P20-00166	HARVEY & SONGER	TRANSPORTATION/REPAIRS	01-5641-0230	10,000.00
P20-00167	HOLT OF CALIFORNIA	TRANSPORTATION/PARTS	01-4364-0230	1,000.00
P20-00168	HUST BROTHERS INC	TRANSPORTATION	01-4364-0230	2,000.00
P20-00169	JEFF'S TRUCK SERVICE	TRANSPORTATION	01-5641-0230	2,000.00
P20-00171	LARRY GEWEKE FORD	TRANSPORTATION/REPAIRS	01-5641-0230	15,000.00
P20-00172	LARRY GEWEKE FORD	TRANSPORTATION/Parts	01-4364-0230	1,500.00
P20-00173	MAR-KEY LOCK & SECURITY	TRANSPORTATION	01-4300-0230	500.00
P20-00174	NORTH VALLEY DIESEL	TRANSPORTATION/REPAIRS	01-5641-0230	35,000.00
P20-00175	NORTH VALLEY DIESEL	TRANSPORTATION/PARTS	01-4364-0230	1,500.00
P20-00176	QUICK'S GLASS SERVICE INC	TRANSPORTATION	01-5641-0230	4,000.00
P20-00177	RAY'S GENERAL HARDWARE	TRANSPORTATION	01-4300-0230	150.00
P20-00178	RICK BROWN'S PROPANE	TRANSPORTATION	01-4300-0230	150.00
P20-00179	RIVERVIEW INTERNATIONAL TRUCKS	TRANSPORTATION	01-4364-0230	5,000.00
P20-00180	SAFETY KLEEN CORP	SHOP PARTS WASH BASIN SERVICE	01-5801-0230	1,000.00
P20-00181	SHADD JANITORIAL SUPPLY	TRANSPORTATION	01-4300-0230	500.00
P20-00182	Steam Cleaners, Inc.	TRANSPORTATION/REPAIRS	01-5641-0230	500.00
P20-00183	SUPERIOR RADIATOR & COOLING SYSTEMS	TRANSPORTATION/REPAIRS	01-5641-0230	1,500.00
P20-00184	SUTTER BUTTES COMMUNICATIONS	SERVICE AGREEMENT 19-20	01-5621-0230	6,120.00
P20-00185	THE HOSE SHOP	TRANSPORTATION	01-4364-0230	500.00
P20-00186	TK SERVICES (THERMO KING)	TRANSPORTATION/PARTS	01-4364-0230	5,500.00
P20-00187	TRANSFINDER	SERVICE AGREEMENT 19-20	01-5801-0230	6,450.00
P20-00188	UNION LUMBER COMPANY	TRANSPORTATION	01-4300-0230	500.00
P20-00189	VALLEY TRUCK & TRACTOR CO	TRANSPORTATION	01-5641-0230	1,500.00
P20-00190	Asbury Environmental Services	TRANSPORTATION	01-5801-0230	1,000.00
P20-00191	ARNE'S PAINT STORE INC.	TRANSPORTATION	01-4300-0230	500.00
P20-00192	H & S AUTOMOTIVE	TRANSPORTATION	01-5641-0230	1,000.00
P20-00193	DPF Filters, Inc	Transportation-Repairs	01-5641-0230	4,330.00
P20-00194	BEN TOILET RENTALS	19/20 Brownsville Fire Dept Portable Toilet	01-5630-0230	1,000.00
P20-00195	ZEE MEDICAL COMPANY	TRANSPORTATION	01-4300-0230	500.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Transportation (69) (continued)				
P20-00196	Air & Lube Systems	Lift Repairs	01-5641-0230	500.00
P20-00197	Andy Vasquez & Assoc	TRANSPORTATION Repairs	01-5641-0230	500.00
P20-00198	E.T. QUALITY RV, INC	Transportation	01-4300-0230	100.00
P20-00199	L & T Towing	TRANSPORTATION	01-5801-0230	5,000.00
P20-00200	FREMONT-RIDEOUT COMP CLINIC & DRUG TESTING	Transportation Drug Screens	01-5801-0230	9,000.00
P20-00201	BEN TOILET RENTALS	19/20 Foothill School Toilet Rental	01-5630-0230	1,000.00
P20-00202	A-Z BUS SALES INC	TRANSPORTATION/SPECIAL ED	01-4300-0240	5,000.00
P20-00203	A-Z BUS SALES INC	TRANSPORTATION/REPAIRS	01-5641-0230	5,000.00
P20-00208	UNITY SCHOOL BUS PARTS	TRANSPORTATION/SPECIAL ED	01-4300-0240	500.00
P20-00215	Stoner Inc.	TRANSPORTATION	01-4300-0230	500.00
P20-00264	THE UPHOLSTERY SHOP ROGELIO MARTINEZ	TRANSPORTATION	01-5641-0230	500.00
P20-00268	Sharp Electronics Corp.	Transp. Dept. Copier Service 19-20 SY	01-5621-0230	700.00
P20-00400	Emergency Medical Products Inc	TRANSPORTATION	01-4300-0230	2,000.00
P20-00407	Valley Fuel Injection & Turbo	TRANSPORTATION/REPAIRS	01-5641-0230	1,000.00
P20-00455	BUSWEST	TRANSPORTATION / BUSES	01-6400-0230	164,999.99
P20-00456	BUSWEST	TRANSPORTATION / BUSES	01-6400-0230	164,999.99
P20-00457	SIGNWORX	Transportation decals	01-4300-0230	1,000.00
P20-00459	HOME DEPOT	Mechanic tools	01-4364-0230	2,163.92
P20-00508	SUTTER BUTTES COMMUNICATIONS	Radio & Install in 4 buses	01-4300-0230	180.00
			01-4410-0230	2,866.46
P20-00574	Lakeview Energy Services	Annual Gas, Diesel, Oil, and Lubricants 2019-20	01-5801-0230	1,020.00
			01-4361-0230	457,653.20
			01-4361-0240	32,958.00
			01-4362-0230	19,149.00
P20-00579	SCHOOL SPECIALTY	Task Chair	01-4300-0230	348.02
P20-00629	Emergency Medical Products Inc	Trainer Order	01-4300-0230	1,340.98
P20-00633	WHEELER-CHEVROLET-OLDSMOBILE CADILLAC	TRANSPORTATION/SUPPLIES	01-4364-0230	500.00
P20-00634	AATCO	TRANSPORTATION Repairs	01-5641-0230	1,380.19
Total Location				1,202,159.75
Location Warehouse (71)				

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Warehouse (71)				
P20-00111	J.C. NELSON SUPPLY COMPANY	WHS Stock 19-20 SY	01-9320-0000	4,187.05
P20-00112	HILLYARD - SACRAMENTO	Warehouse Stock 2019-20 S.Y.	01-9320-0000	1,000.46
P20-00113	Waxie Sacramento	WHS Stock 19-20 SY	01-9320-0000	39,352.77
P20-00114	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 19/20	01-9320-0000	53,802.33
P20-00115	Cleasmsart Solutions Inc	WHS Stock 19-20 SY	01-9320-0000	5,637.25
P20-00116	UNIPAK CORP.	WHS Stock 19-20 SY	01-9320-0000	22,467.29
P20-00401	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 19-20 SY	01-9320-0000	1,515.15
P20-00418	HUST BROTHERS INC	Uniform Shirts	01-4300-0000	500.00
P20-00424	HOLT OF CALIFORNIA	WHS Forklift Service - General Stores 19-20 SY	01-5621-0000	1,000.00
P20-00447	Tahoe Pure	WHS / BOTTLED WATER 19-20	01-4300-0000	200.00
P20-00452	PYRAMID SCHOOL PRODUCTS	WHS Stock 19-20	01-9320-0000	733.03
P20-00507	HILLYARD - SACRAMENTO	Warehouse Stock 2019-20 S.Y.	01-9320-0000	5,423.45
Total Location				135,818.78

Location Yuba Gardens Intermediate (39)				
P20-00230	ADVANCED DOCUMENT CONCEPTS	YGS Staff Copier Maint. 19-20 SY	01-5621-0003	1,400.00
P20-00239	ADVANCED DOCUMENT CONCEPTS	YGS Staff Copier Maint. 19-20 SY	01-5621-0003	1,000.00
P20-00269	Sharp Electronics Corp.	Yuba Gardens Admin Copier Service 19-20 SY	01-5621-0003	1,500.00
P20-00271	PTM Document Systems	YGS Maint. 19-20 SY	01-5621-0003	799.00
P20-00410	AMAZON.COM	CASTRO/GATES	01-4300-3010	1,323.75
P20-00512	The School Planner Company	ROGERS/GATES	01-4300-0003	8,326.59
Total Number of POs			536	
Total Location				14,349.34
Total				7,750,993.08

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	12	22,112.11
13	Cafeteria	6	10,028.49
Total Fiscal Year 2019			32,140.60

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Fund Recap (continued)

Fund	Description	PO Count	Amount
01	Gen Fund	409	7,131,295.16
09	Chrttr Schs	24	61,521.10
12	Child Dev	33	143,674.04
13	Cafeteria	36	294,443.85
14	Def Maint	7	53,572.31
25	Cap Fac	9	34,346.02
Total Fiscal Year 2020			7,718,852.48
Total			7,750,993.08

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Appendix A.

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No. **2019-JKAE-1**

Date of Project Authorization: June 26, 2019

ARCHITECT's Project No.: **19-TBD**

This Project Authorization is issued pursuant to the "Architectural Services Agreement- Master Agreement", dated June 26, 2018 by and between the Marysville Joint Unified School District and JK Architecture Engineering, Inc. (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 JK Architecture Engineering, Inc. (hereinafter referred to as the 'ARCHITECT') to provide professional services on the following project:

1. PROJECT DESCRIPTION

1.1 Project: New Modular Classroom

1.2 Location(s): Marysville Charter Academy of the Arts

2. SCOPE OF WORK / BUDGET / SCHEDULE

2.1 Work Statement: JKAE will provide Architectural and Engineering services to assist District with installation of (1) new 24 foot x 40 foot DSA PC-approved modular classroom building to be set on sleepers. Note that modular classroom and ADA compliant ramp will be provided by vendor. The classroom will have no plumbing or gas connections. Minor path of travel upgrades to existing foot path in front of modular location are included in this design proposal. JKAE anticipates having to add accessible handrails to the concrete ramp that slopes down to the modular location.

2.2 Initial Construction Budget: Approximately \$140,000

2.3 Preliminary Schedule Milestones:

- Schematic Design: 2-3 weeks
- Construction Documents: 3-4 weeks
- DSA/Agency Approval: Presume DSA over-the-counter
- Bid Support: 4 weeks
- Construction Administration: 3-4 weeks

3. ARCHITECT'S SERVICES & CONSULTANTS

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

- ☐ Pre-Design
- ☒ Site Analysis
- ☒ Schematic Design
- ☐ Design Development (included within Construction Document Phase)
- ☒ Construction Documents
- ☒ Bidding and/or Negotiation
- ☒ Construction Administration
- ☒ Post-Construction

Marysville Joint Unified School DISTRICT
MJUSD Marysville Charter Academy for the Arts

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Superintendent Approval
Signature: N. J. Law
Date: 8-2-19

Other

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

Electrical/Fire Alarm Engineer: The Engineering Enterprise

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

Civil Engineer: NA
Mechanical/Plumbing Engineer: NA
Cost Estimating: NA
Theater Consultant: NA
Audio/Visual Consultant: NA
Acoustic Engineer/Designer: NA
Traffic Engineer: NA
Pool Consultant: NA
Energy Consultant: NA

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:

Schematic Design	\$3,000
Construction Documents	\$13,000
DSA/Agency Review	\$3,000
Bidding and Negotiations	\$2,200
Construction Administration	\$4,750
Total Fixed Phased Fee:	\$25,950

Fee Note: The following Engineering Fees are included in the Total Fixed Phased Fee above.

Electrical Engineer:	\$7,900
Reimbursable Expenses:	\$1200.00
TOTAL NOT-TO-EXCEED COMPENSATION	\$27,150.00

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.

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

5.2 Special provisions for this project include: None

Electrical/Fire Alarm Engineer: The Engineering Enterprise

Gary Cena, Superintendent

Date: _____

[Handwritten signature]

Date: June 26, 2019

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CHANGE ORDER NO. 1

June 18, 2019

Wayne Neault Construction, Inc.
106 E. 12th Street, Suite C
Marysville, CA 95901

Attention: Wayne Neault, President/CEO

Subject: Marysville High School - South Auditorium Upgrades
Marysville Joint Unified School District - 8191
Architect's Project No.: 17-1328

You are hereby authorized to make the following changes in the subject work.

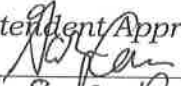
Workmanship and materials shall be in accord with standards established by the original specifications.

ITEM NO. 1: Silent Knight Fire Alarm

Requested by: District
Reason: Added new fire alarm panel in lieu of connection to existing system per District request.

Attachments:	PCO #1r1		
Change in Contract Amount	ADD	\$	9,448.86
Change in Contract Performance Period	ADD		14days

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Superintendent Approval
Signature: 
Date: 8-12-19

June 18, 2019
 Change Order No. 1
 Marysville High School – South Auditorium Upgrades
 Page 2

Original Contract Amount.....	\$	295,305.00
Amount Changed by Previous Change Order(s)	\$	0.00
Contract Amount Prior to this Change Order.....	\$	295,305.00
Amount Changed by this Change Order ADD	\$	9,448.86
Revised Contract Amount	\$	304,753.86

% Change by this Change Order	%	3.2
Total % Change of Original Contract Amount	%	3.2

Original Completion Date	June 06, 2019
Revised Completion Date Revised by Previous Change Order(s)	June 06, 2019
Calendar Days added by this Change Order ADD	14
Revised Completion Date through this Change Order	June 20, 2019

The acceptance and approval of this change order constitutes full and final settlement for all work and costs (including extended overhead, inefficiency and impact or delays) related to the items addressed herein with no exceptions.

APPROVED: [Signature] 7.10.19
 Marysville Joint Unified School District Date

ACCEPTED: [Signature] 6/18/19
 Wayne Neault Construction, Inc. Date

APPROVED: [Signature] 6.18.19
 Rainforth Grau Architects Date



Grant Award Notification

GRANTEE NAME AND ADDRESS Gay Starkey, Superintendent Marysville Joint Unified School District 1919 B Street, Room 209 Marysville, CA 95901				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				19	14968	72736	00
Attention Amber Watson				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Nutrition Services				Resource Code	Revenue Object Code		Yuba
Telephone 530-749-6178				5370	8220		INDEX
Name of Grant Program Fresh Fruit and Vegetable Program							0190
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$23,562.00		\$23,562.00	0	7-1-19	9-30-19	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
10.582	7CA310CA1	Fresh Fruit and Vegetable Program			USDA		
Dear Superintendent Starkey: I am pleased to inform you that you have been funded for the Fresh Fruit and Vegetable Program. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly. Please return the original, signed Grant Award Notification (AO-400) within 10 days to: <div style="text-align: center;"> Sauncerae Gans, Analyst Nutrition Services Division California Department of Education 1430 N Street, Suite 4503 Sacramento, CA 95814-5901 </div>							
California Department of Education Contact Sauncerae Gans				Job Title Analyst			
E-mail Address sgans@cde.ca.gov					Telephone 916-323-6775		
Signature of the State Superintendent of Public Instruction or Designee 					Date June 28, 2019		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.							
Printed Name of Authorized Agent Gary Cena				Title Superintendent			
E-mail Address acena@mjusd.com					Telephone 530-749-6102		
Signature 					Date 7-18-19		



Superintendent Approval

Signature: _____

Date: _____

[Handwritten Signature]
7-29-19

Pacific Support Systems, Inc.
P.O. Box 2631
Lynnwood, WA 98036
(800) 704-7487

Marysville Joint Unified School District: Marysville, CA Child Nutrition Department Service Agreement

SFSPac® shall deliver a complete food safety & sanitation system, including education, just-in-time delivery of detergents and accessories, and HACCP verification from August 01, 2019 to July 31, 2020.

SFSPac® Food Safety & Sanitation System

Service

SFSPac® is a complete system of food safety and sanitation for your district – not a detergent delivery service. Our service model distinguishes our program from all others.

- + You will be notified of all service visits and activities with a pre-visit notification.
- + Your service representative will visit on a 30-working-day rotation.
- + Site visits include education, support, and routine checks as well as on-the-spot corrective action as part of our HACCP verification service.
- + SFSPac's certified Food Safety Specialists are certified ServSafe® instructors and proctors and participate in a Factory Certification program that includes OSHA, HACCP and SNA Level 1 curriculum.
- + Hazardous Materials Audits in each facility assess liability as part of a Hazardous Communication Plan.

After each service call, service reports detailing areas of success and concern are sent electronically to the Child Nutrition Director within 48 hours. Reports include date, service duration, education provided, services provided, corrective action taken, and results of the HACCP verification and compliance check.

Education

With our ongoing education, your team receives the support they need to succeed. We conduct food safety and sanitation education at every site. Educational material can be used between visits and for new hires:

- + An Education Module Calendar based on OSHA Guidelines, ServSafe and HACCP principles. Sample Education Module topics include proper hand washing; sanitizing techniques; food safety; temperature logs; calibrating thermometers and record keeping.
- + An SFSPac Procedure & Reference guide that provides standard operating procedures, product mixing and use instructions, SDS, sanitizer logs and equipment cleaning procedures.
- + Instructional posters including proper mixing, sanitizer testing, proper hand washing, manual ware washing and proper dining table cleaning.
- + SFSPac educational videos on food safety and sanitation practices.
- + An online learning portal with cleaning procedures, cleaning modules, and quizzes to track progress.

Materials

SFSPac® will provide environmentally preferred cleaning detergents, sanitation tools and education to help maintain proper levels of sanitation to the 19 sites in the district as required by the Marysville Joint Unified School District Student Nutrition Department and the County Health Department.

SFSPac® liquid cleaning detergents are manufactured in America in pre-measured portion-controlled Pac® brand pouches. Package labeling has clear dilution and use instructions in English and Spanish.

Please scan and email back to TimH@Pacifcsscorp.com or fax to 425-672-3954

Page 1 of 3

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Detergents dilute instantly in hot or cold water, make an effective cleaning solution which leaves no film or residue, and will not stain or discolor equipment when used at recommended proportions. SFSPac® cleaning detergents are biodegradable, butyl free, acid free, phosphate free and carcinogen free. SFSPac® cleaning detergents are Green Seal™ certified or are in the process of seeking certification under available protocols. A full materials list is attached.

Warewash Program

SFSPac® will provide a total closed-loop dish machine program including de-liming agents. Wall Charts and technical bulletins will be provided and posted at each site. State of the art digital dispensing allows for accurate and efficient chemical performance. All equipment is loaned at no charge to the district.

Upon installation of the equipment, all staff will receive in-service education on equipment, proper operation and maintenance of the dish machine. Site-based education will be performed on proper racking, de-liming, appropriate workflow, sanitary loading and unloading along with maintenance checkpoints.

Agreement Terms

This set-cost agreement, which includes delivery of the specified SFSPac® Food Safety & Sanitation System, from August 01, 2019 to July 31, 2020, may be extended at the discretion and consensus of both parties.

- + Price changes may be absorbed by the district based on the Consumer Price Index or Wholesale Price Index but may not exceed 5% in any year unless this agreement is renegotiated.
- + Service billings are based on 12 equal installments on the 1st day of each month from August 01, 2019 through July 31, 2020.
- + Any Child and Adult food care programs (CAFCP) will be billed separately.
- + Sites with year-round calendars or summer feeding programs will be billed at a prorated monthly rate.


19 Sites	\$4,318.00 Monthly Billing Amount
12 Billings	\$51,816.00 Total Billing Amount

Termination

Either party may terminate this agreement with 60 days written notice. If either party breaches its material obligations and fails to cure the breach within 15 days of receiving written notice, the agreement may be terminated. All materials, dispensers, accessories and instructional charts that are provided as part of this program remain the property of Pacific Support Systems, Inc. and may be removed if the program is cancelled.

Billing and Remittance

All billings will be from Pacific Support Systems Inc., unless otherwise notified. Remittance should be made payable to: **Pacific Support Systems, P.O. Box 2631, Lynnwood, WA 98036.**


Marysville Joint Unified School District
Authorized Signature

 7-29-19
Printed Name Date


SFSPac® Representative
Authorized Signature

Tim Harkleroad 6/14/2019
Printed Name Date

Materials Attachment

The below SFSPac® materials will be provided along with industry-leading cleaning education and HACCP verification:

SFSPac® Cleaning Materials
Green Seal™ All Purpose Cleaner
Power Wash Dish Detergent
Green Seal™ Certified Heavy Duty Pot and Pan Detergent
EPA Registered Sanitizer
Green Seal™ Multi-Purpose Degreaser/Oven Cleaner
My Terra® Dish Machine Materials
My Terra® Dish Machine Detergent
My Terra® Safer Choice Rinse Drying Agent
My Terra® HW Rinse
My Terra® Delimer
My Terra® Safer Choice Delimer
My Terra® Low Temp Sanitizer
Dema Detergent Dispensers for all Dish Machine Product
Hand Care Program
My Terra® Hand Wash Form
Handcare Dispensers & Labels
SFSPac® Ancillary Items
All-Purpose 32 oz Green Spray Bottle
Heavy Duty Pot and Pan 32 oz Squeeze Bottle
Sanitizer 32 oz Spray Bottle
Sanitizer 64 oz Stock Bottle
Sanitizer Bucket
Sanitizer Thermometer Cup
Degreaser/Oven Cleaner 16 oz Bottle with Foaming Sprayer
Degreaser 32 oz Spray Bottle
Pac Cutter with tie
Fill To Sink Marker (Wash)
Fill To Sink Marker (Rinse)
Fill To Sink Marker (Sanitize)
Food Prep Sink Marker
Test Strip Procedure Poster (Bi-Lingual)
Sanitizer Test Strips
Product Mixing & Usage Chart (Bi-Lingual)
Manual Dishwashing Instruction Chart (Bi-Lingual)
Hand Washing Chart/Signage (Bi-Lingual)
Table Cleaning Procedure Chart (Bi-Lingual)
My Terra® Dish Machine Instructional Poster (Bi-Lingual)
My Terra® Delimer Poster (Bi-Lingual)
Safety Data Sheets (located in P&R Guide)
Sanitizer Log (located in P&R Guide)
SFSPac® Procedure and Reference Guide (Bi-Lingual)
SFSPac® Education Video (Mixing Germicide/Sanitizer) (Bi-Lingual)
Oven Scrapers
Safety Goggles

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2019/2020 MEMORANDUM OF UNDERSTANDING
Tri-County Induction Program/Sutter County Superintendent of Schools
and
Marysville Joint Unified School District

General

This Memorandum of Understanding (MOU) is entered into between the Sutter County Superintendent of Schools Office (SCSOS), Local Educational Agency (LEA) for the Tri-County Induction Program, and a participating district or COE referred to as District in this MOU, to implement the Tri-County Induction Program.

The effective date of this MOU is July 1, 2019 - June 30, 2020. The terms of this agreement shall remain in force unless mutually amended.

Purpose

The purpose of this MOU is to establish a formal level of commitment between SCSOS and the District.

Responsibilities – General

- A. SCSOS agrees to provide support for the Program Administrator and staff to administer the accredited induction program per the Commission on Teacher Credentialing (CTC) and California Department of Education (CDE) guidelines. This includes:
1. Providing workspace for the director and staff -- including computer and fax access, telephone and office supplies, and meeting space for program activities.
 2. Developing, establishing and processing payment for contracts with outside vendors for professional services as needed and/or required.
 3. Developing, establishing and processing payment for contracts with Mentors and other personnel for professional services as needed and/or required.
 4. Establishing and maintaining accurate records and reports.
 5. Supplying to the California Commission on Teacher Credentialing (CTC) and the California State Department of Education (CDE) reports and other information as requested on all matters related to program requirements and activities.
- B. The participating district agrees to the following:
1. Appoint a liaison who will regularly attend Advisory Committee meetings (in-person), oversee all activities within the district and assume the responsibilities established by the Tri-County Induction Program (including notifying TCIP when a candidate leaves before the end of the school year, providing follow-up on Mentors and Candidates not meeting requirements, etc).

LISA GOODMAN / JULIE ALVES
Name of Liaison Liaison's

lgoodman@mjusd.com / jalves@mjusd.com
Email address

2. The district will distribute information about TCIP to all new hires at the point of hire so that induction can begin in the teacher's first year of teaching (Precondition 1, Standard 1).
3. The district will notify the Induction program regarding the mentor match within the first 30 days of the candidate's enrollment in the program, matching the mentor and candidate according to credentials held, grade level and/or subject area, as appropriate to the participant's employment (Precondition 2, Standard 4).
4. The district will help TCIP assure that each candidate receives an average of not less than one hour per week of individualized "just in time" support/mentoring coordinated and/or provided by the mentor in a face to face meeting (Precondition 3).
5. The district will assist TCIP in ensuring that CSTP goals for each participating teacher will be developed within the context of the Individual Learning Plan (ILP) within the first 60 days of the teacher's enrollment in the program (Precondition 4, Standard 3).
6. The district guarantees that the Individual Learning Plan will be designed and implemented solely for the professional growth and development of the participating teacher and not for evaluation for employment purposes (Precondition 5).
7. The district and/or site will assist TCIP in identifying participants for the Early Completion option for "experienced and exceptional" candidates who meet the program's established criteria (Precondition 6).
8. Provide an annual update about TCIP to the district's governing board with evidence provided to TCIP by June 30, 2020.
9. Participate in program evaluation surveys through The Sinclair Group.

Responsibilities – Fiscal

- A. SCSOS, in its capacity as LEA, agrees to maintain fiscal responsibility for the funding of the administration of the program.
- B. The DISTRICT will assume financial responsibility of all Credential PROGRAM FEES for each Candidate enrolled in the Program. The Clear Credential Candidate Program Fee from Districts includes enrollment of one Candidate in one of the following programs: Clear Multiple Subject Credential, Clear Single Subject Credential, Clear Education Specialist Credential, or Career Technical Education Clear Credential at the rate of \$1,500 per year.
- C. The district agrees to the following -select one:

Program Participation Options

The district will select one of the following options. All Options require full participation in the Tri-County Induction Program (TCIP) by all participants.

☒ Option 1:

District pays SCSOS \$2,750 per candidate to select, hire, match and provide continuous training to its Mentors using the criteria as outlined below. Billing will occur half in November and half in May with payments due in December and June. If the district is going to charge the candidate, it is their responsibility to notify the candidate upon hiring and collect all fees due. If the candidate leaves the program during the year, the district will be responsible for reimbursing the cost to the Mentor on a prorated basis. It is the responsibility of the district to notify TCIP when a Candidate or Mentor leaves the Program.

☐ **Option 2*:**

*The district agrees to provide written verification of the above selection, hiring, and matching process to TCIP upon request.

*The district selects, hires, matches and compensates Mentors who have (Standards 2,3,4):

- Knowledge of the context and the content area of the candidate's teaching assignment
 - A demonstrated commitment to professional learning and collaboration
 - Possess a Clear Teaching Credential with a minimum of three years of effective teaching experience
 - The ability, willingness, and flexibility to meet candidate needs for support
 - The ability to provide "just in time" support for candidates, in accordance with the ILP, along with longer-term guidance to promote enduring professional skills each week for a minimum of a one hour face to face meeting
 - A demonstrated ability to facilitate candidate growth and development through modeling, guided reflection on practice, and feedback on classroom instruction
 - The ability to connect candidates with available resources to support their professional growth and accomplishment of the ILP
 - The ability to weekly review the CSTP ILP goals and documentation of development/growth with candidates and make adjustments as needed
 - Regular attendance at all required trainings, on-time, prepared, and actively involved in a positive professional manner
 - Timely responses to survey requests
 - The ability to use mentoring instruments appropriately
 - Demonstrated best practices in adult learning, commitment
 - The ability to reflect on mentoring practice, and engage with mentoring peers in professional learning networks
1. The district supports the release of Mentors (Standard 6):
 - Who do not meet Program requirements
 - Whose candidate initiates a request to change Mentors
 - Who TCIP requests a release based on failure to meet the above criteria

2. The district assumes all financial (litigation) responsibilities stemming from any legal action brought against Tri- County Induction Program from an employee of said District.

Program Participation:

Participating District/COE shall defend and indemnify the Sutter County Superintendent of Schools Office (SCSOS), its officers, agents and employees, for any claim or cause of action against SCSOS, its officers, agents or employees, arising from SCSOS's performance of services or duties in connection with the Tri-County Induction Program pursuant to the MOU on behalf of (the Participating District/COE). This duty to defend and indemnify includes, but is not limited to, payment of necessary attorneys' fees and other costs incurred in litigation. In the event that a particular claim or cause of action arises from services performed on behalf of (Participating District/COE) or from more than one Participating District/COE, (Participating District/COE) agrees to share costs on an equitable basis.

Signature of District Authorized Official

Name:

Gaylene

Title:

Superintendent

District:

Marysville Joint Unified School District

Email:

gcene@mjsd.k12.ca.us

Received at SCSOS

Date

Superintendent Sutter County Superintendent of Schools



2019-2020 MEMORANDUM OF UNDERSTANDING
for the
California Agricultural Teachers' Induction Program
between
Davis Joint Unified School District
and



Marysville Joint Unified School District

(Participating District or LEA)

General

This Memorandum of Understanding (MOU) is entered into between the Davis Joint Unified School District (DJUSD) – Local Educational Agency (LEA) for the California Agricultural Teachers' Induction Program (CATIP) – and the participating district or LEA listed above (referred to as "District" in this MOU) to participate in the California Agricultural Teachers' Induction Program.

The effective date of this MOU is September 1, 2019 – June 30, 2020. The terms of this agreement shall remain in force unless mutually amended.

Purpose

The purpose of this Memorandum of Understanding is to establish a formal working relationship between the parties of agreement and to set forth the operative conditions that govern this partnership. The assumption of continued partnership for the **2020-2021** school year is made unless the District notifies the CATIP in writing on or prior to **January 31, 2020**.

Responsibilities – General

A) CATIP agrees to:

- 1) Provide support for direct program administration to conduct the accredited induction program per guidelines set forth by the Commission on Teacher Credentialing (CTC) and California Department of Education (CDE);
- 2) Provide office space, equipment, and meeting space for program activities;
- 3) Facilitate a process for equitable distribution of services to Teacher Candidates and Mentors in all participating districts and schools;
- 4) Convene a Teacher Induction Program Advisory Committee, establish regular meetings, and provide data on program requirements and clear credentialing;
- 5) Establish and maintain accurate program records and reports;
- 6) Maintain State of California approval and accreditation as an Induction Program and Credentialing Agency;
- 7) Advise Teacher Candidates about their involvement in the Induction Program and provide formative feedback about candidates' progress toward completion of the program;
- 8) Recommend for the California Clear Credential and process all credential applications for eligible Teacher Candidates;
- 9) Arrange for and monitor University of California, Davis Extension continuing education units for Teacher Candidates and 1st and 2nd year Mentors;
- 10) Provide the California Agricultural Teachers' Induction Program Assessment System materials to Teacher Candidates and Mentors (e.g. individualized learning plans, weekly conversation logs, curriculum, etc.);
- 11) Provide training in the California Agricultural Teachers' Induction Program coursework, including the California Standards for the Teaching Profession (CSTP), Student Content Standards, Agriculture and Natural Resources Model Pathway Standards, and Induction Standards to Teacher Candidates and Mentors;
- 12) Provide mentoring skills training to Mentors;
- 13) Provide Induction Program training for site administrators/district coordinator;
- 14) Select, monitor, and supervise professional development facilitators in accordance with Induction Program Standards;
- 15) Provide materials, facilitation, and presentation support for professional development facilitators;
- 16) Develop and establish contracts with outside vendors for professional services as needed Teacher Candidates/Mentors professional development and support;
- 17) Provide the Advisory Board, district superintendents and site administrators with information, clarify roles and responsibilities, and provide verification and accountability specific to the Teacher credential process;
- 18) Communicate with and advise District Human Resources departments, credential analysts, and school personnel regarding Induction, hiring implications, and procedures for compliance;
- 19) Establish and maintain an accountability system for all participants;
- 20) Collaborate with the Capital Region Network Team, the Induction Consortium (Bay Area), and state-wide agricultural education stakeholders regarding the Induction Program;

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Superintendent Approval
Signature: [Signature]
Date: 8-2-19

California Agricultural Teachers' Induction Program (CATIP)

CATIP

School District MOU 2019-2020

- 21) Collaborate with Cluster Region One and California Commission on Teacher Credentialing for appropriate support and training and ensure participation at Cluster and Statewide program meetings; and
 - 22) Supply reports and other information to the California Commission on Teacher Credentialing (CTC) and the California State Department of Education (CDE) as requested on all matters related to program requirements and activities.
- B) The District agrees to:
- 1) Appoint a liaison who serves as the programmatic contact in the district, oversees all activities within the district related to induction services and assumes the responsibilities of communicating with the California Agricultural Teachers' Induction Program (including notifying CATIP when a candidate leaves before the end of the school year, providing follow-up on Mentors and Candidates not meeting requirements, etc):

<u>Lisa Goodman/Julie Alves</u>	<u>lgoodman@mjUSD.com/jalves@mjUSD.com</u>
Name of District Coordinator	Coordinator's Email address
<u>(530) 740-6440</u>	<u>(530) 740-6440</u>
Phone	Mailing Address

- 2) Establish a point of contact in District Accounts Payable for invoicing communication:

<u>Jennifer Passaglia</u>	<u>jpassaglia@mjUSD.com</u>
Name	Email address
<u>(530) 749-6125</u>	<u>1919 B Street</u>
Phone	Mailing Address

- 3) Establish a Purchase Order for invoicing coordination:

<u>PO #</u>	<u>PO Amount (\$2,250/Candidate/Year)</u>
<i>(If candidate will be paying for the program themselves indicate that here)</i>	

- 4) Confirm candidate availability for program participation according to criteria established by the Commission on Teacher Credentialing and the California Agricultural Teachers' Induction Program.
- 5) Separate CATIP formative assessment information from district employment evaluations.
- 6) Provide an update about participation with CATIP to the district's governing board during the tenure of this MOU.
- 7) Participate in CATIP evaluation.
- 8) Superintendent or designee coordinator/administrator maintains a position on the Teacher Induction Advisory Board for program networking, implementation, compliance, and program evaluation;
- 9) The Administrative member of the Advisory Board or District coordinator/ administrator may bring concerns or suggestions for change to the Advisory Board for discussion by submitting proposals no later than two weeks prior to the next Advisory Board meeting for inclusion on the agenda;
- 10) Advisory Board Representative and/or District Coordinator disseminate program information to site and district administrators, clarify roles and responsibilities of all program participants, and communicates program information to participants;
- 11) Upon hire, advise eligible Teachers about their responsibilities for Induction, enroll eligible candidates, and gather candidate credentialing information as needed by the Induction office. All teacher candidates who are teaching on a preliminary credential should be evaluated for eligibility. Those on Special Education Level I Credentials are eligible to complete credential requirements through Induction activities. CTE Teachers are eligible to complete credential requirements, including application for preliminary credential with prerequisites met. Teachers who have intern credentials may also be eligible if they have recently completed the intern program and have been granted a preliminary credential;
- 12) Ensure that Human Resources personnel and credential analysts are appropriately trained in protocols of advice and assistance to Induction Candidates;
- 13) Provide appropriate credential and advisement information to the Induction office;
- 14) Select Mentors according to Induction Program Standards and Mentor Qualifications;
- 15) Approve a Mentor to each Teacher Candidate according to CATIP Policies and in a timely way, within 30 days of program enrollment, that allows the pair to begin working together when teaching begins and not less than an average of 1 hour per week;

California Agricultural Teachers' Induction Program (CATIP)

CATIP

School District MOU 2019-2020

- 16) Conduct early site and/or district-based program information orientations that include information designated on the California Agricultural Teachers' Induction Program "Administrator Meeting" form;
- 17) Ensure that all site administrators with mentor(s) and/or Teacher Candidate(s) on staff understand Induction work is not used as an evaluation for employment, have been trained in the Yolo-Solano Teacher Induction program processes and stay current with changing program requirements;
- 18) Ensure that all staff administrators with Mentor(s) and/or Teacher Candidate(s) on staff complete the Program's annual survey regarding the Induction Program;
- 19) Establish working conditions for Teacher Candidates aligned with Induction Program Standards;
- 20) Ensure that Teacher Candidates have core curriculum materials and appropriate content frameworks;
- 21) Encourage that all Teacher Candidates have course assignments with English Language Learners sufficient to allow completion of the English Language requirements of the Clear Credential and accordance with Induction Program Policies;
- 22) Provide Teacher retention data to Induction Program upon request;
- 23) Provide Mentor release time for observation of the Teacher Candidates as required by the Induction activities (2 observations required each year);
- 24) Provide Teacher Candidates release time for observation of colleagues, reflection, and professional development activities tied to their Individual Learning Plan (ILP) as required by the Induction activities (2 observations required each year);
- 25) In the event of need, provide Mentor release time for Mentor training as required by the Induction program (for the Mentor's first and second years);
- 26) Develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing its program responsibilities;
- 27) Process payment for authorized contracted services; and
- 28) Provide projection estimates of participating Teachers for the 2020-2021 school year to California Agricultural Teachers' Induction Program by **May 15, 2020** for continuing participants and in a timely manner, **June 30, 2020** forward, for new participants.

Responsibilities – Fiscal

- A) CATIP, in its association with YSCTC and DJUSD (accrediting agency with certification capacity as LEA), agrees to the overall fiscal responsibility for the funding of the administration of the program, including:
 - 1) Invoice the District through the Accounts Payable contact (named in 'Responsibilities-General B.2') for each credential candidate twice per academic year. **Billing will occur in November for the amount of \$1,125 and May in the amount of \$1,125 to total \$2,250 per academic year with a Net 30-day return;**
 - 2) Assume overall fiscal responsibility for the administration of Induction funds and documentation required by the CDE or CCTC;
 - 3) Develop and maintain a balanced budget that reflects program priorities and implementation of the approved induction plan;
 - 4) Abide by the Teacher Expenditure Guidelines;
 - 5) Provide a stipend payment for each program Facilitator in accordance with CATIP Consortium and Facilitator memoranda of understanding.
- B) The District agrees to:
 - 1) Approve the designation of a Mentor¹, by CATIP, to each credential candidate (novice teacher) within the first 30 days of the participant's enrollment in the program;
 - 2) Coordinate any potential compensation of the identified Mentor¹ at the District's rates and policies. Any remuneration to the mentor will be outside of CATIP's purview, and above the annual program cost named herein;
 - i) Compensating the mentor is not required, but highly recommended.

¹ The District approves Mentors who:

- Have been identified by CATIP, trained by CATIP, and documented Mentors for agricultural educators;
- Have experience in the context and the content area of the candidate's teaching assignment (i.e. same teaching assignment, grade level, same type of school);
- Have a demonstrated commitment to professional learning and collaboration;
- Possess a valid Professional Clear Teaching Credential and a minimum of 5 years of verified effective teaching experience;
- Have the time, ability, willingness, and flexibility to meet candidates' needs for support; and
- Will act as an ambassador of the California Agricultural Teachers' Induction Program.

California Agricultural Teachers' Induction Program (CATIP)

CATIP

School District MOU 2019-2020

- 3) Compensate the identified Mentor for each Teacher Candidate according to rates, policies and procedures at the District-level." The California Agricultural Teachers' Induction Program must be informed of any changes to this language at least two weeks prior to the start of the Mentor's obligation to their candidate(s);
- 4) Payment for services from the California Agricultural Teachers' Induction Program to be **\$2,250** per Teacher Candidate per year, non-refundable, no proration;
- 5) Payment billed based on approved *Participant Enrollment Confirmation*;
- 6) Process Mentor and other payments in a timely way based upon approved MOUs and other budget documents; and
- 7) Provide Mentors and Teacher Candidates release time for training and observation in accordance with program policy.

Program Participation

Insofar as permitted by law, Davis Joint Unified School District (LEA for YSCTC and CATIP) shall assume the defense and hold harmless District and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of Davis Joint Unified School District, its officers, agents or employees, arising out of its performance under the terms of this agreement.

Insofar as permitted by law, the District shall assume the defense and hold harmless the Davis Joint Unified School District and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of the District, its officers, agents or employees, arising out of their performance under the terms of this agreement.

Compliance with Applicable Laws

This Memorandum of Understanding shall comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable.

Other Conditions

Any and all products developed by California Agricultural Teachers' Induction Program are the exclusive property of the California Agricultural Teachers' Induction Program. Schools, districts, their employees, staff and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the written permission of the California Agricultural Teachers' Induction Program.

The parties signed below, as the signatory representatives for their associated organizations, affirm their commitment to the stipulations outlined above:

Signature

Gary Cena

Printed Name

Superintendent

Title

gcena@mjusd.k12.ca.us

Email

Marysville Joint Unified School District

Organization

Signature

Bruce Colby

Printed Name

Chief Business Officer

Title

Date

Davis Joint Unified School District

Organization

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SERVICES AGREEMENT

This Agreement is entered into on 8/13/19 by and between Marysville Joint Unified School District ("Client") and Capitol Advisors Group, LLC ("Contractor"), a California limited liability company.

RECITALS

WHEREAS, Contractor has experience and expertise in assisting school districts and county offices with compliance matters in general and has developed services specifically related to demonstrating compliance with the mandate block grant, and is willing and able to perform services desired by Client; and

WHEREAS, Client desires services and consulting related to compliance with the mandate block grant program and the mandate claim reimbursement process.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Term of Agreement. The initial period of this Agreement shall be July 1, 2019 through June 30, 2022. At the end of this term the Agreement shall be automatically renewed annually unless terminated by either party pursuant to section 4 below. This Agreement may be modified (including modification of the scope of work and/or compensation) by the parties through mutual written agreement.
2. Description of Services. Contractor agrees to provide services to Client as identified in Exhibit A, "Description of Services," attached to this Agreement and incorporated by reference.
3. Compensation.
 - a. Total compensation, per fiscal year, to Contractor shall be \$9,900, paid in quarterly installments of \$2,475 on the first day of each quarter for the contract period; July 1 through September 30; October 1 through December 31; January 1 through March 31; April 1 through June 30.
4. Termination. Either party may terminate this Agreement, with or without cause, effective upon thirty (30) days prior written notice to the other party. In case of termination, the Client shall be liable for all fees described under section 3 above, including approved travel expenses, up to the termination date.
5. Independent Contractor. The parties agree that Contractor is an independent contractor. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, association or any other relationship except that of independent contractor.

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Superintendent Approval
Signature: [Signature]
Date: 9-2-19

6. Limitation on Liability; Indemnification.

- a. Each party shall defend, indemnify and hold harmless the other party, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses and threats thereof (collectively, "Claims") arising out of or in connection with this Agreement, except that a party need not defend, indemnify and hold harmless the other party against Claims finally determined to have arisen solely from the other party's gross negligence or willful misconduct.

7. Notices to the Parties. All notices required or permitted under this Agreement shall be in writing and delivered by reliable and common methods as follows:

To Capitol Advisors Group, LLC:

Kevin Gordon, President
925 L Street, Suite 1200
Sacramento, California 95814
916-557-9745
kevin@capitoladvisors.org

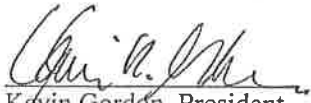
To Marysville Joint Unified School District:

Gary Cena, Superintendent,
1919 B Street
Marysville, CA 95901
530-749-6102
gcena@mjud.k12.ca.us

8. Waiver. No failure to exercise and no delay in exercising any right, remedy, or power, under this Agreement or by law, shall operate as a waiver of such right, remedy or power.
9. Legal Costs. If any party to this Agreement shall take any action or proceeding to enforce this Agreement, the losing party shall pay to the prevailing party a reasonable sum for all fees, costs and expenses (including attorneys' fees) incurred in bringing such suit and/or enforcing any judgment granted.
10. Governing Law. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
11. Entire Agreement. The terms of this Agreement are intended by the parties to be in the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. No change or waiver of any provision of this Agreement shall valid unless made in writing and executed in the same manner as this Agreement.

12. Severability. If any term or provision of this Agreement shall be found illegal or unenforceable, such term or provision shall be deemed stricken and the remaining elements of this Agreement shall remain in full force and effect.

This Agreement is duly executed as of the date written above:



Kevin Gordon, President
Capitol Advisors Group, LLC

Date: 8/1/19

Gary Cena, Superintendent
Marysville Joint Unified School District

Date: _____

EXHIBIT A
Description of Services

- Joseph Rombold, Compliance Services Manager, will lead and coordinate delivery of the following;
- Review Client application of California education code and regulations for all programs identified by the California Department of Education (CDE) as being included in the Mandate Block Grant (MBG) for the applicable fiscal year. Includes providing Client with comprehensive report regarding client's application of code and regulations for all MBG programs. Report shall include breakdown of statutory requirements, assessment of compliance and applicable supporting documentation for each program. Report to be provided in hard copy and electronic form.
- Advise, assist and prepare Client annual, late or amended mandated cost claims on programs outside the Mandate Block Grant for which the filing deadline falls within the agreement period.
- Advise, assist and prepare Client initial (test) mandated cost claims on programs outside the Mandate Block Grant for which the filing deadline falls within the agreement period.
- Advise and assist Client in establishing cost-tracking methodologies for initial (test) claims on programs outside the Mandate Block Grant, which were introduced within the agreement period but for which a filing deadline has not been established.
- Conduct Client visit(s) and interviews, in-district and remotely (phone/internet), for purposes of documenting and understanding client application of codes and regulations contained in the Mandate Block Grant, assess compliance, and identify and gather supporting documentation.
- Conduct Client visit(s) in order to provide training as necessary or as requested.
- Advise and assist District in the event of a California state agency inquiry and/or audit of any program contained within the Mandate Block Grant for the applicable Fiscal Year.
- Advise and assist District in the event of State Controller's Office inquiry and/or audit of any mandated cost claim(s) filed outside the Mandate Block Grant without respect to whether the claim(s) were filed with Contractor assistance or not.
- Advise and assist District in the amendment of any claim(s) filed with the State Controllers Office, for which the period to amend the claim remains open.
- Provide Client update(s) on relevant legislative issues and proposals related to pension and retirement costs. Report(s) will analyze recent CalSTRS and CalPERS decisions and previews forthcoming retirement issues that will impact school employers.
- Provide Client updates on relevant legislative issues and proposals related to the Mandate Block Grant Program and the Mandated Cost Claim filing program.



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

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on **August 13, 2019** (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and **Becky Sumahit** (hereinafter, "CONTRACTOR"), pending Governing Board of Trustees approval. For the purposes of this Agreement, DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF WORK**: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.
- 1.2 **TERM**: This Agreement shall have a term of **the 2019-20 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 **Exhibit A**. (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **THIRTY THREE THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS (\$33,600.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION**: The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of **three thousand three hundred sixty dollars and zero cents (\$3,360.00)**, as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of

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Superintendent Approval
Signature: [Signature]
Date: 8.12.19

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

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

II. PERFORMANCE OF AGREEMENT

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

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

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

III. INSURANCE

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

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

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

VI. MISCELLANEOUS PROVISIONS

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

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

CONTRACTOR:

Becky Sumahit
1989 Elliott Dr.
Yuba City, CA 95993

Phone: (530) 329-4474

Fax:

Email:

DISTRICT:

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

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

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

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

Contractor

By: Becky Sumahit

Name:

B. Sumahit

Title:

Contractor

Exhibit A

Marysville Charter Academy for the Arts

Scope of Work

Consultant Contract for 2019-2020 School Year

Becky Sumahit will instruct students in Martial Arts, Yoga and Pilates.

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

Beginning: August 14, 2019

Concluding: June 30, 2020

Payment: Monthly payments of \$3,360.00 (\$33,600.00 averages over 10 months)

Service Days: 183 service days must be rendered in order to receive compensation equal to, but not to exceed, annual total as reflected in Agreement. An amount equal to a daily average shall be deducted from monthly total of \$3,360.00 for non-service days each month.

Service to include, but not limited to:

Martial Arts, Yoga and Pilates Instruction
Community Outreach for Student Support
Site Outreach for Student Support



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

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on **August 13, 2019** (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and **Kristin Marshall** (hereinafter, "CONTRACTOR"), pending Governing Board of Trustees approval. For the purposes of this Agreement, DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 **TERM:** This Agreement shall have a term of **the 2019-20 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 **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 **FIFTEEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of **one thousand five hundred fifty dollars and zero cents (\$1,550.00)**, as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of

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Superintendent Approval
Signature: Kristin Marshall
Date: 8-2-19

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

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

II. PERFORMANCE OF AGREEMENT

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

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

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

III. INSURANCE

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

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

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

CONTRACTOR:

Kristin Marshall
8834 Fiador Ct.
Roseville, CA 95747

Phone: 916-509-5871

Fax: \

Email:

DISTRICT:

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

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

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

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Gary Cena, Superintendent

Contractor

By: **Kristin Marshall**

Name: _____

Title: Contractor

Exhibit A

Marysville Charter Academy for the Arts

Scope of Work

Consultant Contract for 2019-2020 School Year

Kristin Marshall will instruct students in Dance.

Onsite Dance instruction 6 hours per day, 3 days per week.

Beginning: August 14, 2019

Concluding: June 30, 2020

Payment: Monthly payments of \$1,550.00 (\$15,500.00 averages over 10 months)

Service Days: 94 service days must be rendered in order to receive compensation equal to, but not to exceed, annual total as reflected in Agreement. An amount equal to a daily average shall be deducted from monthly total of \$1,550.00 for non-service days each month.

Service to include, but not limited to:

Dance Instruction
Community Outreach for Student Support



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

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on **August 13, 2019** (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and **John Pimentel** (hereinafter, "CONTRACTOR"), pending Governing Board of Trustees approval. For the purposes of this Agreement, DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 **TERM**: This Agreement shall have a term of **the 2019-20 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 **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 **FIFTEEN THOUSAND SEVEN HUNDRED NINETY TWO DOLLARS AND TWENTY CENTS (\$15,792.20)** (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 **one thousand five hundred seventy nine dollars and twenty cents (\$1,579.20)**, 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

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Superintendent Approval
Signature: John Pimentel
Date: 8-21-19

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

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

II. PERFORMANCE OF AGREEMENT

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

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

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

III. INSURANCE

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

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

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

CONTRACTOR:
John Pimentel
11360 Township Rd.
Browns Valley, CA 95918

Phone: (530) 701-8452
Fax:
Email:

DISTRICT:

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

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

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

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Gary Cena, Superintendent

Contractor

By: John Pimentel

Name: _____

Title: _____


Contractor

Exhibit A

Marysville Charter Academy for the Arts

Scope of Work

Consultant Contract for 2019-20 School Year

John Pimentel will provide Technology Support.

Onsite Technology Support 6 hours per day, 3 days per week.

Beginning: August 14, 2019

Concluding: June 30, 2020

Payment: Monthly payments of \$1,579.20 (\$15,792.20 averages over 10 months)

Service days: 94 service days must be rendered in order to receive compensation equal to, but not to exceed, annual total as reflected in Agreement. An amount equal to a daily average shall be deducted from monthly total of \$1,579.20 for non-service days each month.

Service to include, but not limited to:

Technology Support
Site Student Support with Technology
AP Coordinator



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

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on **August 13, 2019** (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and **Richard Valentini** (hereinafter, "CONTRACTOR"), pending Governing Board of Trustees approval. For the purposes of this Agreement, DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 **TERM:** This Agreement shall have a term of **the 2019-20 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 **Exhibit A**. (hereinafter, the "Approved Rate Schedule").

B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **EIGHT THOUSAND ONE HUNDRED SEVENTY SIX DOLLARS AND ZERO CENTS (\$8,176.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of **eight hundred seventeen dollars and zero cents (\$817.00)**, as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed

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Superintendent Approval
Signature: [Signature]
Date: 8-2-19

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

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

II. PERFORMANCE OF AGREEMENT

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

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

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

III. INSURANCE

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

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

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

CONTRACTOR:

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

Phone: (530) 701-0945

Fax:

Email:

DISTRICT:

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

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

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

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

Contractor

By: Richard Valentini

Name: Richard Valentini
Title: Contractor

Exhibit A

Marysville Charter Academy for the Arts

Scope of Work

Consultant Contract for 2019-2020 School Year

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

Onsite tutoring 4 hours per day, 2 days per week

Beginning: August 14, 2019

Concluding: June 30, 2020

Payment: Monthly payments of \$817.00 (\$8,176.00 averages over 10 months)

Service days: 73 service days must be rendered in order to receive compensation equal to, but not to exceed, annual total as reflected in Agreement. An amount equal to a daily average shall be deducted from monthly total of \$817.00 for non-service days each month.

Service to include, but not limited to:

Student Tutoring
Site Outreach Student Support



CONTRACT SERVICES AGREEMENT

Marysville Charter Academy for the Arts – Learning By Design, LLC

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into on 8/13/19 (hereinafter, the “Effective Date”), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”) and Maria Nielsen with Learning by Design, LLC (hereinafter, “CONTRACTOR”). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Work**”). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term “**Work**.” CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.
- 1.2 **TERM:** This Agreement shall have a term of **2019-20** 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 **Forty Thousand Dollars and No Cents (\$40,000.00)** (hereinafter, the “**Not-to-Exceed Sum**”), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR’s performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR’s monthly compensation is a function of hours worked by CONTRACTOR’s personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice.

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Superintendent Approval
Signature: [Signature]
Date: 9-2-19

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

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

II. PERFORMANCE OF AGREEMENT

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

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

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

III. INSURANCE

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

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

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

CONTRACTOR:

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

Phone: 435-994-0887

Fax:

Email: marianielsenplc@gmail.com

DISTRICT:

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

Phone: 749-6114

Fax: 742-0573

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

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

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT**

Contractor

By: Maria Nielsen

Name: Maria Nielsen

Title: Owner

Exhibit A
Scope of Work

During the instructional day, Maria Nielsen will provide eight full days of professional development for the certificated staff at MCAA to support and build their Professional Learning Community. This site based training provides consistency for instructional teams in moving to the next level of PLC to implement more intermediate and advanced work, focusing attention to unique needs of the site while continuing to build on their work to prioritize essential standards, create pacing guides for essential standards, and begin designing units of study based on the essential standards. In addition, site administration will be provided coaching and ongoing interaction with an expert in the field. Leadership benefits from one on one assistance and ongoing feedback throughout the process. Dates are subject to change based on need.

Friday, September 6, 2019
Tuesday, October 1, 2019
Monday, November 4, 2019
Tuesday, December 3, 2019
Tuesday, January 28, 2020
Friday, February 14, 2020
Monday, March 2, 2020
Tuesday, April 14, 2020

Superintendent Approval
Signature: [Signature]
Date: 8-29-19

PROFESSIONAL SERVICES AGREEMENT

DEMOGRAPHICS & ENROLLMENT PROJECTIONS UPDATE

Marysville Joint Unified School

District

1919 B St.

Marysville, CA 95901

TEL: 530.741.6000

and

SchoolWorks, Inc.

8331 Sierra College Blvd., 221

Roseville, CA 95661

TEL: 916.733.0402

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

WHEREAS, the DISTRICT is authorized to retain consulting services to assist the DISTRICT in updating demographics and enrollment projections.

SCOPE OF SERVICES

SCHOOLWORKS will provide the DISTRICT an updated Demographic Study with Enrollment Projections. The district-wide and school-specific enrollment projections are meant to serve as a planning tool to help with both long-and short-term planning. Demographic Studies examine the factors that influence school enrollments, namely trends in demographics, birth rates and housing development. It is also used as a tool to identify certain facility planning requirements such as capacity utilization of existing facilities, planning for modernization or new construction and attendance boundary redistricting. This study provides information based on the 2019/20 District enrollments and programs, local planning policies and residential development

AGREEMENT PERIOD

The agreement period begins October 1, 2019, (the "Effective Date") and will automatically expire on September 31, 2020 (the "Expiration Date").

OBLIGATIONS OF THE DISTRICT

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

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

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SchoolWorks, Inc.

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

CONFIDENTIALITY

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

TERMINATION

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

COMPENSATION

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

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

SchoolWorks, Inc.



Kenneth R. Reynolds

President

August 1, 2019

Marysville Joint Unified School District

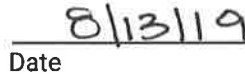
Signature



Print Name



Title



Date