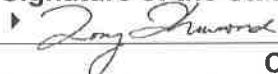



## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Gary Cena, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				21	14968	72736	00
<b>Attention</b> Amber Watson				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Nutrition Services				<b>Resource Code</b>	<b>Revenue Object Code</b>		Yuba
<b>Telephone</b> 530-749-6178				5370	8220		<b>INDEX</b>
<b>Name of Grant Program</b> Fresh Fruit and Vegetable Program							0190
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$42,192.54		\$42,192.54	0	7-1-21	9-30-21	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
10.582	7CA310CA1	Fresh Fruit and Vegetable Program			USDA		
<p>Dear Superintendent Cena:</p> <p>I am pleased to inform you that you have been funded for the Fresh Fruit and Vegetable Program.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.</p> <p>To formally accept this first allocation, please use the <b>electronic signature process</b> provided in this award email (via Adobe Sign) <b>within 10 business days</b>. Upon completion, a final PDF copy will be emailed to all parties in the agreement. Mailed documents will not be processed.</p>							
<b>California Department of Education Contact</b> Sauncerae Gans				<b>Job Title</b> Analyst			
<b>E-mail Address</b> sgans@cde.ca.gov					<b>Telephone</b> 916-323-6775		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> June 24, 2021		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<p><i>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.</i></p>							
<b>Printed Name of Authorized Agent</b> Gary Cena				<b>Title</b> Superintendent			
<b>E-mail Address</b> gcena@mjUSD.com					<b>Telephone</b> (530) 749-6102		
<b>Signature</b>  Gary Cena (Jun 29, 2021 13:23 PDT)					<b>Date</b> 06/29/2021		

**Valenzuela/CAHSEE Lawsuit Settlement**  
**Quarterly Report on Williams Uniform Complaints**  
[Education Code § 35186(d)]  
**2020-2021**

District MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

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

Quarterly Report Submission Date:  
(check one)

- ☐ October 2020-1<sup>st</sup> quarter (7/1/20-9/30/20)  
☐ January 2021-2<sup>nd</sup> quarter (10/1/20-12/31/20)  
☐ April 2021-3<sup>rd</sup> quarter (1/1/21-3/31/21)  
☒ July 2021-4<sup>th</sup> quarter (4/1/21-6/30/21)


Date for information to be reported publicly at governing board meeting: July 20, 2021

Please check the box that applies:

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

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

Print Name of District Superintendent Gary J. Cena

  
Signature of District Superintendent

June 30, 2021  
Date

**Tri-County Induction Program  
Memorandum of Understanding  
Between  
Sutter County Superintendent of Schools as the Local Educational Agency  
For the Tri-County Induction Program,  
Participating County Offices of Education,  
And  
Participating Colusa/Yuba County School Districts and Employing Agencies**

**A. General**

This Memorandum of Understanding (MOU) is between the Sutter County Superintendent of Schools (SCSOS), serving as the Local Education Agency (LEA) for the Tri-County Induction Program (TCIP), and the County Offices of Education, districts, schools, employing agencies, and independent charter schools (collectively "District") signing below. The term of this MOU commences on July 1, 2021, and terminates on June 30, 2022.

**B. Purpose**

The purpose of the MOU is to establish a formal working relationship between the parties. TCIP will provide and coordinate services and support to guide candidates in meeting California credential requirements through the state-accredited Teacher Induction Credential Programs including Multiple Subject Clear, Single Subject Clear, Education Specialist Clear, and Designated Subjects Credential Program: Career Technical Education (CTE). Throughout this document, new teachers from all of the credential areas are referred to as "candidates" and veteran teachers are referred to as "mentors."

**C. Eligibility**

Eligible candidates are those hired within the TCIP Regional Consortium defined as the following counties: Sutter, Colusa, and Yuba Counties. The following credential programs are available to candidates within the consortium: **Clear Credential Program:** Candidates holding preliminary Multiple Subject, Single Subject, or Education Specialist Credential, Out of State and Out of Country trained teachers, and Designated Subjects (CTE) candidates.

**D. LEA Responsibilities**

1. Employ a director whose primary duty is to oversee the TCIP program as well as employ support staff.
2. Provide sufficient and appropriate workspace for the Director, Coordinator, and Administrative Assistant.
3. Provide office support services for the consortium, including, but not limited to, mail service, phone, fax, internet services, technology support, and meeting space for TCIP activities.
4. Provide business and legal services required for TCIP implementation for the region.
5. Develop and establish procedures for TCIP evaluation through the California Commission on Teacher Credentialing (CCTC) Accreditation Cycle. Submit Preconditions, Common Standards, Program Review state reports, and required fees in a timely manner.
6. Provide a process for equitable distribution of mentoring, support, and credential services to candidates and mentors in all participating districts and COEs within the region.
7. Provide quarterly Advisory Board Meetings.
8. Share optional Professional Development opportunities for candidates.
9. Provide required mentor trainings throughout the year.
10. Assume overall fiscal responsibility for the administration of TCIP budget, including submission of year-end expenditure reports and any other documentation required by CCTC and/or CDE in relation to TCIP.

**E. District/COE Responsibilities**

1. Appoint a liaison to work with TCIP. The liaison should be a designee authorized by the County and/or District Superintendents to fulfill the roles and responsibilities assigned to him or her. The liaison supports TCIP by providing ongoing updates, communication, and information to county office and/or district personnel.

2. Identify all candidates upon hire who are eligible for TCIP as described by state guidelines.
3. Assign a qualified mentor to each eligible candidate, within 30 days of enrollment in TCIP, who meets the Commission's identified criteria of a valid corresponding clear credential.
4. Notify TCIP regarding the mentor match within the first 30 days of the candidate's enrollment in the program.
5. Provide district paid candidate release time to participate in required observations of colleagues (2 days per year), and district paid mentor release time to participate in observations of each candidate (2 days per year).
6. Administrators may provide input in the candidate's development of an *Individual Learning Plan (ILP)*, during each cycles Triad, but the CTC states that the candidate chooses their focus standard.
7. Make every effort to assign candidates to classrooms appropriate to their novice status, avoiding whenever possible, combination classrooms, secondary assignments with multiple preps, teaching assignments at multiple sites, and multiple adjunct duties.
8. Provide newly hired teachers with a district orientation and candidates with ongoing professional development at their sites and through the district.
9. Provide meeting and conference rooms at no charge to TCIP.
10. Provide and/or participate in program evaluation with administrative surveys, and CTC Accreditation.
11. Utilize defined selection criteria to identify high-quality, experienced teachers to serve as mentors for candidates. Mentors must demonstrate effective coaching, have excellent technology skills, including Google Classroom, interpersonal and communication skills, and:
  - Knowledge of the context and the content area of the candidate's teaching assignment
  - A demonstrated commitment to professional learning, collaboration, and demonstrated best practices in adult learning
  - Possess a clear teaching credential with a minimum of three years of highly effective teaching experience with exemplary administrator evaluations
  - 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, one-on-one meetings
  - A demonstrated ability to facilitate candidate growth and development through modeling, guided reflection on practice, and feedback on classroom instruction based on the CSTP
  - 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
  - Are committed to attend all coaching/mentor trainings
  - Develop a sustained, thoughtful, and confidential collegial relationship with candidates
  - Display a willingness to work collaboratively with the TCIP staff and respond to survey requests by due dates
  - The ability to use mentoring instruments appropriately
  - Demonstrate leadership skills, curriculum expertise, highly effective classroom management skills, and knowledge of site and district resources
  - The ability to reflect on mentoring practice and engage with mentoring peers in professional learning networks
  - Serve as a role model for the teaching profession and mentor for TCIP
12. Provide mentors compensated time to participate in TCIP mentor training on observation protocol, learning-focused conversations, "just-in-time" coaching and one-to-one consultations with candidates.
13. Facilitate the distribution of funds to mentors for compensation.

## **F. Other Terms and Conditions**

All products and materials developed by TCIP are the exclusive property of the LEA. District and COE employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products or materials without the expressed written permission of the LEA designee.

As between the Parties hereto, it is understood and agreed that:

1. **Candidate Employment Status:** Candidates are and shall remain District employees for any and all purposes throughout the term of this agreement. Candidates shall not be considered an employee, agent, representative, nor independent contractor of LEA for any purpose whatsoever.
2. **Indemnification:** District shall assume full responsibility for its employees. District agrees to hold and save LEA harmless from and against any claim, demand, action or cause of action that may be asserted by any District program participant arising out of injury or death suffered by any District employee program participants, including, but not limited to, third party actions for injury or death otherwise covered under applicable workers' compensation laws and regardless of the sole or concurring negligence of LEA.
3. **Maintenance of records:** District agrees to keep and maintain adequate and current written records in accordance with TCIP requirements during the term of this Agreement. The records will be in any format that may be specified by the State of California. The records will be available to LEA at all times.
4. **Assignment:** This agreement shall not be assigned by District. Any such assignment shall be null and void.
5. **Severability:** The provisions of this Agreement are divisible; if any such provisions shall be deemed invalid or unenforceable, that provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this agreement shall continue in full force and effect without being impaired or invalidated in any way.
6. **Waiver:** No delay or omission by either party in exercising any right under this agreement shall operate as a waiver of that or any other right. No waiver of any provision of this agreement, or consent to any departure by either party from any provision shall be effective in any event unless it is in writing, designated a waiver, and signed by the party waiving the breach. Such a waiver shall be effective only in the specific instance and for the purpose of which it is given.
7. **Constructions and Governing Law:** The captions used in connection with this agreement are for reference purposes only and shall not be construed as part of this agreement. This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. **Entire Agreement:** This agreement supersedes all prior agreements, understandings, and communications between LEA and District, whether written or oral, express or implied, relating to the subject matter of this agreement and is intended as a complete and final expression of the terms of the agreement between LEA and District and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither they nor anyone on their behalf made any inducements, agreements, promises, or representations other than those set forth in this agreement.
9. **Third Parties:** Except as otherwise explicitly provided herein, nothing in this agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this agreement on any other persons other than the parties and their respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third persons to any party, nor shall any provision give any third parties any right of subrogation or action over or against any of the parties hereto. This agreement is not intended to and does not create any third party beneficiary rights whatsoever.
10. **Relationship of the Parties:** No joint venture, partnership, agency, or employment relationship is created by this agreement. No party shall act as an agent or partner of any other party or make any commitments for or create any obligations of any other party except as provided herein without such other party's prior written consent.
11. **Survival:** The provisions of this agreement shall survive the expiration of the term and the termination of this agreement. Amendments and extensions to this MOU may be made only by written agreement signed by all parties.

## **G. Districts Fiscal Responsibilities and Terms**

SCSOS, in its capacity as LEA, agrees to partial fiscal responsibility for the funding of the administration of the program.

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1. 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 Preliminary/Clear Credential at the rate of \$1,500 per year.

Districts will be invoiced for each individual request for credential services. It is expected that invoices be paid promptly upon receipt in December and June of each school year.

#### H. Program Participation Options

The district will select one of the following options-check next to either Option 1 or Option 2. Both Options require full participation in the Tri-County Induction Program (TCIP) by all participants.

☒ **Option 1:** District pays SCSOS \$2,350 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 ASAP when a candidate or mentor leaves the program on a leave or permanent basis.**

☐ **Option 2:** The district agrees to provide written verification of the above selection, hiring, and matching process to TCIP upon request by credential type, same grade level or subject matter as candidate.

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.

Authorized signatures below indicate understanding and acceptance of the terms of this Memorandum of Understanding.

Marysville Joint Unified School District  
Name of District or County Office of Education

<u>Ramiro G. Carreón, Asst. Supt.</u>	_____	_____
Printed Name/Title	Signature	Date

#### District Liaison:

<u>Julie Alves, TCIP Coordinator/Mentor</u>	<u>jalves@mjUSD.com</u>
Printed Name/Title	Liaison's Email Address

#### Sutter County Superintendent of Schools as LEA:

<u>Tom Reusser/Superintendent</u>	_____	_____
Printed Name/Title	Signature	Date received at SCSOS

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**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**  
**ENGLISH LEARNER (EL) FACILITATOR**

**JOB SUMMARY:**

Under the direction of an assigned supervisor, provide English language support and assistance to students, staff and families to improve the wellbeing and English language development of students by providing EL support services at school, as well as families needing to engage the school's support services. EL Facilitator provides training and collaborative instruction targeting English Learners (ELs) and Standard English Learners (SELs) in the areas of English language acquisition and academic skills in grades K-12. EL Facilitator supports staff development and training for families and teachers and instructional assistants in the area of English language acquisition. Performs other instructional and non-instructional duties as assigned

**DUTIES AND RESPONSIBILITIES:** Responsibilities will include, but are not limited to:

1. Instructional Responsibilities: Serves as a resource to students and schools to support EL curriculum, professional development, collects data and provides information that provides instructional support to students and classroom teachers.
2. Orders and distributes ELD curriculum materials.
3. Assists in administration of the annual California English Language Development Test (CELDT).
4. Provides instructional and intervention support for EL students and staff.
5. Assists with professional development in the areas of multi-cultural education, and implementation of successful methodologies and practices for ELs and SELs.
6. Maintains records of compliance, including EL student folders or portfolios, EL student identification and progress reports, and assists with the annual R-30 Language Census.
7. Serves as parent and community liaison, assisting with site English Learner Advisory Committee (ELAC), District English Learner Advisory Committee (DELAC), and home-school communication.
8. Provides support to Bilingual Instructional Assistants.
9. Monitors and analyzes student achievement data in order to provide intervention services and programs.
10. Communicates effectively and professionally with students, staff and parents.
11. Identifies EL needs and collaborates with other staff/administrators assisting students to acquire English and assessing academic achievement.
12. Maintains professional competence through participation in professional growth activities.

### **QUALIFICATIONS and EXPERIENCE:**

1. Minimum education of an associate's degree, while meeting minimum qualifications as a para-educator
2. Experience: Teacher, Substitute teacher, para-educator (3+ years), or related field

### **KNOWLEDGE AND SKILLS:**

1. Knowledge of first and second language and Standard-English acquisition theories and teaching strategies.
2. Competency in teaching English as a second language;
3. knowledge of techniques for developing and reinforcing language acquisition;
4. basic knowledge about the evaluation of appropriate instructional materials;
5. knowledge of the purposes and administration of language proficiency and achievement tests; and knowledge of identification, assessment and reclassification requirements for English learners.
6. Demonstrated skill in instruction and providing instructional support to para-educators, teachers.

### **PHYSICAL CHARACTERISTICS:** (Consideration will be given to reasonable accommodation)

1. Sufficient vision to read printed material;
2. sufficient hearing to conduct in-person and telephone conversations;
3. sufficient physical mobility to move about the classroom and school site;
4. ability to speak in an understandable voice with sufficient volume to be heard in normal conversation, on the telephone, and in addressing groups;
5. physical, mental, and emotional stamina to endure long hours under sometimes stressful conditions.

**OTHER CHARACTERISTICS:** Possession of a valid California driver's license; willing to work hours/days including evenings when required; willing to travel locally; willing to work at any employer location or be reassigned.

### **WORKING CONDITIONS:**

1. Long periods of standing, moving about classrooms
2. Lifting of materials and boxes of supplies up to 50 pounds
3. Flexible work schedule may include evenings
4. Checking in with parents after hours.

Board Approved [ ]





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## INTERNSHIP CONTRACT AGREEMENT

by and between

**BRANDMAN UNIVERSITY**

and

**Marysville Joint Unified School District**

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

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

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

### **I. General Provisions**

#### **a. The UNIVERSITY agrees and verifies that:**

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

#### **b. The DISTRICT agrees and verifies that:**

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

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

## **II. Support and Supervision Requirements**

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

### **a. General Support and Supervision Provided to All Interns**

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

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

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

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

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

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

iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix B for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.

v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.

vi. The UNIVERSITY provides the 10 hour CTC mandatory mentor training.

vii. The DISTRICT requires mentors complete the CTC mandatory 10 hour training.

viii. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.

ix. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.

x. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.

**b. Support and Supervision Specific to Teaching English Learners**

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

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

### **III. THE PARTIES MUTUALLY AGREE**

- A. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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

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

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

FIELDWORK SITE CONTACT  
INFORMATION:

Marysville Unified School District  
1919 B Street  
Marysville, CA 95901  
Attn: Ramiro Carreon, Assistant  
Superintendent Personnel Services  
Phone: 530-749-6144

UNIVERSITY CONTACT  
INFORMATION:

Brandman University  
16355 Laguna Canyon Road  
Irvine, CA 92618  
Attn: School of Education, Dean  
Fax: (800) 775-0128

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

the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.

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

#### **IV. TERM AND TERMINATION OF AGREEMENT**

Brandman University and the Marysville Unified School District, agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on 8/1/2021, and continuing until 8/1/2024 (3-year maximum). This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

**SIGNATURES:**

DISTRICT  
REPRESENTATIVES:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Superintendent  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Human Resources  
Date: \_\_\_\_\_

UNIVERSITY:

Signature: \_\_\_\_\_  
Name: Phillip L. Doolittle  
Title: Executive Vice Chancellor of Finance and  
Administration and Chief Financial Officer  
Date: \_\_\_\_\_

## APPENDIX A

### Preconditions Established for Internship Programs

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

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



(5) **Supervision of Interns.**

(a) In all internship programs, the participating institutions shall provide supervision of all interns.

(b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.

(6) **Assignment and Authorization.** To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.

(7) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.

(8) **Early Program Completion Option.** Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:

(a) Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:

- Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
- Techniques to address learning differences, including working with students with special needs
- Techniques to address working with English learners to provide access to the curriculum
- Reading instruction in accordance with state standards
- Assessment of student progress based on the state content and performance standards
- Classroom management techniques
- Methods of teaching the subject fields

(b) Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.

(c) Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).

- (d) Meet the requirements for teacher fitness.

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

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

## APPENDIX B

### Support and Supervision Activities

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

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

# MASTER MIX

## LIGHT & SOUND PRODUCTIONS

264 Sycamore Drive, Chico, CA 95973 • www.MasterMixProductions.com  
Phone: 530.893.2625 • Scott@MasterMixProductions.com

CONTRACT DATE: June 15, 2021 INVOICE: 060322

### MOBILE DISC JOCKEY SERVICE CONTRACT

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

NAME: Shevaun Mathews  
ADDRESS: 12 E. 18<sup>th</sup> Street  
CITY / STATE / ZIP: Marysville, CA 95901  
PHONE (Day / Evening / Fax): 530-741-6180 x 3102 V 530-570-6899 C  
EMAIL: smathews@mjud.k12.ca.us  
AUTHORIZED REPRESENTATIVE FOR: Marysville High School  
ON LOCATION CONTACT: Shevaun Mathews  
(Hereafter the above named will be referred to as "Client")

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

DATE: June 03, 2022 START TIME: 6:00 p.m. END TIME: 9:15 p.m.  
EVENT: Marysville High School Graduation  
LOCATION: Marysville High Football Field (weather permitting), 12 E. 18<sup>th</sup> Street

PERFORMANCE CHARGE:	\$	<u>1,620.00</u>
MILEAGE:	\$	<u>0.00</u>
TOTAL FEE:	\$	<u>1,620.00</u>
DEPOSIT:	\$	
BALANCE:	\$	<u>1,620.00</u>

Each additional hour of service will be provided at: \$ 175.00

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

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

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

Penny Lousie Date: 6-15-21  
(Client) Asst. Supt. of Business Services (Representative for Master Mix)

Thank you for choosing Master Mix Light & Sound Productions!

Business Services Department

Approval: PL

Date: 6-17-21


**Conscious  
Discipline®**

## Consultant Agreement

Loving Guidance, LLC - P.O. Box 622407 - Oviedo, FL 32762-2407 - Contract 5460

This agreement dated 7/12/21 P.L. 7/9/2021, is made by and between Loving Guidance, LLC (herein after referred to as CONSULTANT) and by the party named below as Hiring Party (herein referred to as HIRING PARTY). The CONSULTANT hereby agrees to perform the following services satisfactorily:

### HIRING PARTY

Linda Elementary School

~~Randy Swann~~ Penny Lauseng
~~6180 Dunning Avenue~~ 1919 B ST.

Marysville, CA 95901

P: (530) 741-6196x5204

F: NA

C: (530) 277-7231

E: rswann@mjuds.com

### Billing Information (if different):

Marysville Joint Unified School District
Angela Salcido
1919 B Street
Marysville, CA 95901
asalcido@mjuds.com
(530) 749-6114

### EVENT INFORMATION

8/10/2021 Jenny Barkac, Certified Instructor 1- Day in Person Training

### SPEAKING FEE AND EXPENSES

**Speaking Fee:** \$3,970 For a 1-Day in Person Training

Payment for services should be to Loving Guidance, LLC (Fed ID #59-3386731). HIRING PARTY will be invoiced for speaking fees and travel expenses upon signing. Payment is due 30 days after service is completed.

Loving Guidance reserves the right to substitute speaker(s) for this event.

Flat rate fee includes expenses. If signed contract is not received at least 30 days prior to the event, an additional fee of \$550 is added to cover additional car/hotel/airfare costs.

### EQUIPMENT AND ROOM SET-UP SPECIFICATIONS

The HIRING PARTY will provide the following AV equipment and furnishings at each speaking site for the CONSULTANT:

- Mobile wireless hands free microphone (wireless Lavalier microphone preferred, no hand-held microphones)
- Screen or a white wall visually accessible to the entire audience
- LCD Projector
- Public address system with ability to hook laptop and LCD projector into sound system with necessary power cords
- Small Table to hold all AV equipment
- No podium
- Two (2) tables at least 4ft x 6ft on stage
- Water for the presenter

\*Please email Professional Development at professionaldevelopment@consciousdiscipline.com if you have any questions regarding this equipment.

### TRAVEL INFORMATION

CONSULTANT will obtain all travel arrangements to include air, hotel and car rental, if necessary; however, no purchase will occur until such time as this contract is signed by both parties.

### EVENT DETAILS

CONSULTANT will supply a handout for the workshop. The HIRING PARTY is responsible for the duplication of handouts for attendees.

Speaking site: Linda Elementary School

Site address: 6180 Dunning Avenue

City, State, Zip: Marysville, CA 95901

Age group of children: Elementary

Number of attendees: 50

Business Services Department

 Approval: [Signature]

 Date: 7-9-21

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Both the HIRING PARTY and the CONSULTANT agree that the CONSULTANT will act as an independent contractor in the performance of its duties under this contract.

## COPYRIGHT

All content used during contracted sessions, including, but not limited to, handouts, graphics, images, photographs, audio clips, and video clips, all improvements or modifications thereof, all derivative works based thereon, and any collection, arrangement, and assembly are owned by LOVING GUIDANCE, LLC or its content suppliers and is protected by United States and international copyright laws.

The HIRING PARTY recognizes and acknowledges that making or creating audio and video recordings are prohibited. The HIRING PARTY also recognizes and acknowledges any unauthorized use, copying, or reproduction, including any and all dissemination, of content is strictly prohibited. Presentation material used by CONSULTANT, including, but not limited to, the handout, is Intellectual Property owned by LOVING GUIDANCE, LLC.

## TRADEMARK

Numerous marks, such as, but not limited to, LOVING GUIDANCE and CONSCIOUS DISCIPLINE are common law trademarks, registered trademarks or trade dress owned by LOVING GUIDANCE, LLC in the U.S. and/or other countries. LOVING GUIDANCE's trademarks and trade dress may not be used in connection with any product or service that is not owned or authorized by LOVING GUIDANCE, LLC, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits LOVING GUIDANCE, LLC.

## CANCELLATION POLICY

If cancellation is necessary for any reason, CONSULTANT must be notified in writing via certified mail 45 days prior to the event date(s) agreed to within this contract. Cancellation after that time is subject to required payment of speaking fees and any purchased non-refundable travel arrangements.

Acts of God, war, government, regulation, riots, disaster, strikes, and acts of terrorism, which make performance impossible will not be penalized. Should cancellation be the direct responsibility of the CONSULTANT or it's associates, another member of the CONSULTANT team will be substituted for your presentation needs.

Any on-site contracted event(s) will be put on hold if affected by COVID-19 restrictions. The HIRING PARTY must reschedule the event(s) within one year from the date the hold was placed. After this time, the HIRING PARTY is responsible for change and/or cancellation fees. It is the responsibility of the HIRING PARTY to notify the CONSULTANT 45 days prior of any new contracted date(s) to ensure availability.

**To insure scheduling on the requested date, this contract must be signed and returned within 30 days of the agreement date.**

In witness to their understanding and agreement to these terms and conditions, the parties hereby affix their signatures below. This agreement will remain tentative and non-binding until the contract is endorsed by the CONSULTANT and HIRING PARTY, and both parties are in receipt of the ratified contract.

Nicholas Persaud, Director of Contracts & TI  
Conscious Discipline

Date

Authorized Signature, Hiring Party

Date

Penny Lauseng, Assistant Superintendent, Business Services  
Print Name & Title

SIGN AND RETURN COMPLETED COPY TO: Loving Guidance, LLC  
ashley.ragoobir@consciousdiscipline.com



**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 11, 2021** (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 2021-22 school year** commencing from **August 11, 2021 – June 30, 2022**
- 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

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 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:**

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:

By: \_\_\_\_\_  
Penny Lauseng

Contractor

By: Becky Sumahit

Name: B. Sumahit  
Title: Instructor



Exhibit A

Marysville Charter Academy for the Arts

**Scope of Work**

Consultant Contract for 2021-2022 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 9, 2021

**Concluding:** June 30, 2022

**Payment:** Monthly payments of \$3360.00 (\$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 11, 2021** (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 2021-22 school year** commencing from **August 11, 2021 – June 30, 2022**

1.3 **COMPENSATION**:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **Exhibit A**. (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **TWELVE THOUSAND DOLLARS AND ZERO CENTS (\$12,000.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION**: The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of **one thousand three hundred thirty three dollars and thirty four cents (\$1,333.34)**, as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within **THIRTY (30)** calendar days

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

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

## II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Representative, **Principal Tim Malone of MCAA** (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby, **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 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:**  
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:**

By: \_\_\_\_\_  
Penny Lauseng

**Contractor**

By: **Richard Valentini**

Name: Richard Valentini

Title: Tutoring

Exhibit A

Marysville Charter Academy for the Arts

**Scope of Work**

Consultant Contract for 2021-2022 School Year

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

Onsite tutoring 5 hours per day, 3-4 days per week

**Beginning:** August 11, 2021

**Concluding:** June 30, 2022

**Payment:** Monthly payments of \$1,200.00 (\$12,000 averages over 10 months)

**Service days:** 85 service days must be rendered in order to receive compensation equal to, but not to exceed, annual total as reflected in Agreement. An amount equal to a daily average shall be deducted from monthly total of \$1,200.00 for non-service days each month.

Service to include, but not limited to:

Student Tutoring  
Site Outreach Student Support



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

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on **July 23, 2021** (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 2021-22 school year** commencing from **July 23, 2021 – June 30, 2022**

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 **TWENTY FIVE THOUSAND EIGHTY EIGHT DOLLARS AND ZERO CENTS (\$25,088.00)** (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 five hundred eighty four dollars and zero cents (\$3,584.00)**, as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal

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

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

## II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Representative, **Principal Tim Malone of MCAA** (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby, **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 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 (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:**  
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.

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- 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: \_\_\_\_\_  
Penny Lauseng, Asst. Superintendent

**Contractor**

By: **John Pimentel**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*John Pimentel*  
*Technology Support*

Exhibit A

Marysville Charter Academy for the Arts

**Scope of Work**

Consultant Contract for 2021-2022 School Year

John Pimentel will provide Technology Support

Onsite Technology Support 8 hours per day, 2-4 days per week

**Beginning:** July 21, 2021

**Concluding:** June 30, 2022

**Payment:** Monthly payments of \$3,584 (\$25,088 averages over 10 months)

**Service days:** 85 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 \$3,584.00 for non-service days each month.

Service to include, but not limited to:

Technology Support  
Site Student Support with Technology  
AP Coordinator

**BEFORE THE BOARD OF TRUSTEES  
FOR THE  
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

**RESOLUTION 2021-22/01**

**Declaration of Chief Business Official as a Classified Senior Management Position**

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**WHEREAS**, Education Code sections 45100.5, 45108.5, and 45256.5 allow school districts to designate certain classified positions as senior management of the classified service; and

**WHEREAS**, the position of Chief Business Official of the Marysville Joint Unified School District is an administrative/management position requiring an individual who has highly specialized skills, knowledge, and experience; and

**WHEREAS**, the Chief Business Official position is charged with the responsibility for fiscal and operations functions of the District; and

**WHEREAS**, the person in the position of Chief Business Official will be required to perform the leadership and management duties and responsibilities consistent with a *Classified Senior Management* level position under the supervision of the Superintendent; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Marysville Joint Unified School District that:

1. The position of Chief Business Official for the Marysville Joint Unified School District is hereby declared a Classified Senior Management level position.

**PASSED AND ADOPTED** by the Board of Trustees of the Marysville Joint Unified School District on this 20<sup>th</sup> day of July 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signed and approved by me after its passage.

ATTEST:

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President of the Board of Trustees  
Randy L. Rasmussen

---

Secretary of the Board of Trustees  
Gary Cena  
00174972.2

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**EMPLOYMENT CONTRACT**  
**between**  
**JENNIFER PASSAGLIA**  
**and the Governing Board**  
**of the**  
**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**  
**OF YUBA COUNTY, CALIFORNIA**

This Employment Contract ("Contract") is by and between the Marysville Joint Unified School District, hereafter referred to as "Board" or "District" and Jennifer Passaglia, hereafter referred to as "Chief Business Official."

In consideration for the promises by Chief Business Official, District agrees to employ, and Chief Business Official hereby accepts employment as Chief Business Official of the Marysville Joint Unified School District. The position of Chief Business Official is a Senior Management position, per Resolution 2021-22/1, in the Classified Service.

NOW, THEREFORE, District and Chief Business Official, for the consideration set forth below, agree as follows:

**I. TERM.**

This Contract shall commence on September 1, 2021, and shall terminate at the close of business on June 30, 2024.

**II. COMPENSATION.**

In each year of the term of this Contract, the District shall pay Chief Business Official an annual salary of one hundred sixty thousand (\$160,000). Salary shall be payable no later than the last business day of each month in installments of one-twelfth (1/12) of the annual salary rate which equals to thirteen thousand three hundred thirty-three dollars and thirty-three cents (\$13,333.33) for services rendered. For the balance of the 2021-22 fiscal year, total annual salary for the balance of 2021-22 school year shall be pro-rated to reflect ten (10) months of service and ten (10) months of pay.

**III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF CHIEF BUSINESS OFFICIAL.**

Chief Business Official shall be the chief business officer of the District. This Contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the California State Board of Education and the Governing Board of the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Contract as though fully set forth herein. Chief Business Official shall perform all duties prescribed by said laws, rules, and regulations, and shall carry out all directions of the Superintendent and the Board, while supervising the various departments assigned to the Chief Business Official by the Superintendent.

#### **IV. HEALTH AND WELFARE BENEFITS.**

District shall provide Chief Business Official with health and welfare benefits similarly provided to other management employees of the District.

#### **V. DUTY DAYS, HOLIDAYS, VACATION DAYS AND OTHER LEAVES.**

##### **A. Full-Time Service**

Chief Business Official shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Contract. The year is normally exclusive of Saturdays, Sundays, holidays, and non-duty days. The position of Chief Business Official is excluded from overtime compensation.

##### **B. Holidays**

Chief Business Official shall receive sixteen (16) paid holidays, which are those granted to all other classified employees working a two hundred sixty-one (261)-day work calendar; these holidays are same holidays where the District office is closed for business.

In addition, the Chief Business Official shall receive one (1) Floating Holiday, consistent with all Management Team members.

##### **C. Vacation Days**

Chief Business Official shall receive eighteen (18) days of paid vacation in the first year of service—to be pro-rated, if for less than the full fiscal year. Eighteen (18) days of paid vacation shall be granted in each full subsequent year. If less than a full fiscal year of service, a year will also be pro-rated.

##### **D. Illness Leave**

Assistant Superintendent - Business Services shall accrue illness leave at the rate of one point one (1.1) days per month per Contract year. This leave may accumulate without limit.

##### **E. Other Leaves**

District shall provide Chief Business Official with such other leaves as are provided by law and as provided to other management employees of the District.

#### **VI. EVALUATION.**

Each school year, Superintendent shall evaluate, in writing, the performance of Chief Business Official consistent with this Contract, Chief Business Official' job description and Chief Business Official' duties and responsibilities.

#### **VII. PROFESSIONAL GROWTH OF CHIEF BUSINESS OFFICIAL.**

District encourages the continuing professional growth of Chief Business Official

through her participation in:

1. The operations, programs and other activities conducted or sponsored by local, state and national school business administrator associations.
2. Seminars and courses offered by public or private educational institutions; and
3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Chief Business Official to perform her professional responsibilities for the District.
4. In its encouragement, District shall permit a reasonable amount of release time for Chief Business Official to attend such matters and shall pay, in accordance with Board policy, necessary travel and subsistence expenses. Chief Business Official shall keep the Superintendent advised of such activities, prior to registering for and attending such events.

#### **VIII. EXPENSE REIMBURSEMENT.**

A. General

Other than transportation (see B below) and items specifically listed in Section II, District shall reimburse Chief Business Official for all actual and necessary expenses incurred within the scope of employment. Reimbursement shall be in accordance with Board policy.

B. Transportation

District shall reimburse Chief Business Official in accordance with Board policy. Reimbursement shall consist of the current IRS mileage rate for her use of a private vehicle, but only, when her personal vehicle is driven in excess of fifty (50) miles, in a given day. The 50-miles-per-day standard will be calculated, after considering normal commuting distance.

C. Outside Professional Activities

Chief Business Official may undertake work, speaking engagements, writings, lectures or other professional duties and obligations for fee provided that these activities do not interfere with Chief Business Official performance of duties required under this Contract and all such activities are undertaken at no expense to DISTRICT. DISTRICT will reimburse Chief Business Official for expenses and travel associated with similar activities, if Chief Business Official does not receive a fee for those activities and BOARD determines, in advance, that such activities are of benefit to DISTRICT. In either event, Chief Business Official shall provide advance notice to GOVERNING BOARD of all such activities undertaken by Chief Business Official pursuant to this provision.

#### **IX. TERMINATION OF EMPLOYMENT CONTRACT.**

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Chief Business Official giving sixty (60) calendar days' advance notice to Board of Chief Business Official' intent to terminate the Contract.
- C. Retirement of the Chief Business Official.
- D. Board giving Chief Business Official notice of Board's intent to terminate the Contract for cause. Such termination proceedings shall be conducted in accordance with the procedure(s) set forth in Governing Board Policy 2220.
- E. If GOVERNING BOARD terminates the Contract before its normal expiration, except pursuant to paragraphs A. to D. above, it shall pay Chief Business Official, commencing from date of notification, not more than eighteen (18) months of salary and benefits, or for the number of months remaining on his contract with DISTRICT, whichever is less.

The actual amount to be paid shall be determined by the number of months remaining on the Contract, and the annual salary paid in the last year of actual employment with DISTRICT.

- F. If Chief Business Official commences drawing retirement benefits from the Public Employees Retirement System (PERS) during any portion of the time she is being compensated by DISTRICT, pursuant to this Paragraph E., such earnings shall reduce, on a dollar-for-dollar basis, DISTRICT's obligation under this section.
- G. For each affected month during the period of time Chief Business Official is to be compensated by DISTRICT pursuant to this Paragraph E., Chief Business Official shall provide DISTRICT with a statement of earnings, if any, which shall become a pro-rated offset against DISTRICT's monthly obligation under this section for the following month. The compensation set forth in Paragraph E above shall be the only compensation of any kind, which shall be due Chief Business Official upon termination of this Contract pursuant to this Paragraph E.

#### **X. EXTENSION OF EMPLOYMENT CONTRACT.**

If Chief Business Official' evaluation at the end of any fiscal year of this Contract has been rated by the Superintendent as "progressing acceptably" or better, this Contract may be extended by the Board for one (1) additional year, by action of the Board. If extended, this extension shall be confirmed publicly by the Board as required by law. In the event this Contract is extended by operation of this provision, this provision continues to apply to the Contract as extended. This Article does not preclude the Chief Business Official from requesting contract extensions at times she deems appropriate.

#### **XI. RENEWAL OF EMPLOYMENT CONTRACT.**

Board shall decide and notify Chief Business Official, in writing, by the last day of January of the closing fiscal year of this Contract, as to what extension, if any, will be offered to this Contract. Chief Business Official shall remind Superintendent of this requirement no later than the date of the last regular Board meeting the preceding December.

#### **XII. POST-RETIREMENT HEALTH PROVISIONS**

Upon retirement from the District, the Chief Business Official will be entitled to participate in the District's post-retirement health plans by paying 100% of the cost of the selected plan. Opportunity for participating in the District's Early Retirement Incentive program shall be consistent with requirements for all other Management employees. Plan offerings will be the same as offered to other retired management employees of the District. Chief Business Official may be eligible for participation until the later of:

- The end of the month of her 65<sup>th</sup> birthday,
- Eligibility for Medicare

### **XIII. GENERAL PROVISIONS.**

- A. This Contract is the full and complete Contract between the parties hereto, and it can be changed or modified only in writing, signed by the parties or their successors-in-interest to this Contract.
- B. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid or illegal.
- C. This Contract shall be construed in all respects and in accordance with and governed by the laws and decisions of the State of California.
- D. This Contract shall ensure to the benefit of and be binding upon the heirs, administrators, successors, and assigns of the parties hereto.
- E. Except as modified herein, this Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties hereto.

**FOR THE BOARD OF TRUSTEES OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT:**

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

Randy Rasmussen, Board President

Date

**ATTESTD BY:**

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


Gary Cena, Superintendent

Date

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Chief Business Official of the Marysville Joint Unified School District.

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

Jennifer Passaglia

 \_\_\_\_\_  
Date

**APPROVED IN OPEN SESSION OF A REGULAR MEETING OF THE BOARD OF TRUSTEES ON JULY 20, 2021**

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2021-22/02

**DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS**

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

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

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

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

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

**PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF July 2021.**

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Gary J. Cena  
Superintendent of Schools

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Randy Rasmussen  
President to Board of Trustees

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

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

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2021-2022

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

### FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

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

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

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

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

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 7/20/21 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

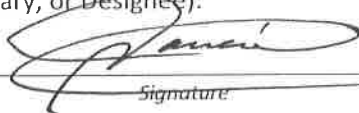
#### ► Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2022.

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

Ramiro G. Carreon

Name



Signature

Asst. Superintendent Personnel

Title

530-741-7899

Fax Number

530-749-6145

Telephone Number

6/16/21

Date

1919 B Street, Marysville CA 95901

Mailing Address

ysanchez@mjuds.com

EMail Address

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

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

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

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



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

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

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

Submitted by Superintendent, Director, or Designee:

_____ Name	_____ Signature	_____ Title
_____ Fax Number	_____ Telephone Number	_____ Date
_____ Mailing Address		
_____ E-Mail Address		

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

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

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

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

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

**LIMITED ASSIGNMENT PERMITS**

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

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

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

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

### **EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

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

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

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

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

Has your agency established a District Intern program?

☐ Yes ☒ No

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

Does your agency participate in a Commission-approved college or university internship program?

☒ Yes ☐ No

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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**TENTATIVE AGREEMENT**  
**Between**  
**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**  
**And the**  
**SUPERVISORY UNIT**

The Marysville Joint Unified School District ("District") and the Supervisory Unit #3 ("Supervisors") reached a tentative agreement on June 28, 2021, incorporating the following:

**Total Compensation for the 2020/2021 School Year:**

The parties agreed to a total compensation package that reflects a three point zero percent (3.0%) one-time, off-schedule payment retroactive to July 1, 2020. The total compensation package shall be structured in the following manner:

**Retro Payment**

All Supervisors employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. Supervisors not in good standing, and/or having left the District before January 1, 2021, shall not receive the retro payment.

**Total Compensation for the 2021/2022 School Year:**

The parties agreed to a total compensation package that reflects a two point zero percent (2.0%) increase to all wage ranges beginning to July 1, 2021.

**Increases to Tool and Safety Footwear Allowances for Eligible Employees:**

The District shall increase the Tool and/or Safety Footwear allowance by ten dollars (\$10) per month and thirty dollars (\$30) annually respectively, and apply the increases to the regular payment cycle, beginning July 1, 2021.

**Completion of Negotiations for 2020/21 and 2021-22 Term and Duration of Agreement**

This Agreement shall fully resolve all negotiations through the 2020/2021 and 2021/2022 school years. The parties agree on a "Me, too!" regarding wage increase. The new term of the Memorandum of Understanding ("MOU") between the parties shall be in force through June 30, 2025.

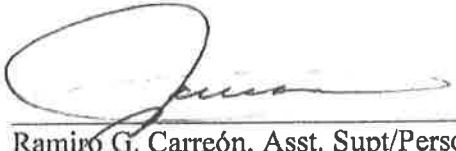
Traditional reopeners for total compensation (e.g., wages and benefits) shall still apply in each school year through June 30, 2025. Also, two additional articles may be reopened by either party in each of the years through 2025.

**For SUPERVISORY UNIT:**

  
Edwin Gomez, Negotiations Rep.

7-8-2021  
Date

**For The District:**

  
Ramiro G. Carreón, Asst. Supt/Personnel

07/08/2021  
Date

### SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT  
WITH THE SUPERVISORS BARGAINING UNIT (BU)

To be acted upon by the Governing Board at its meeting on : (enter Date) 7/20/2021  
Budget Revisions to be INPUT no later than 45 days after approval: (will calc + 45 days) 9/3/2021  
Estimated Agreement Payment Date (enter Date) 7/30/2021

#### GENERAL

#### Section 1: STATUS OF BARGAINING UNIT AGREEMENTS

***This document is REQUIRED whenever a NEW or AMENDED agreement is ratified.***

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status (whether settled or pending settlement) of the remaining units:

***(Separate disclosures should be made for each bargaining unit agreement)***

	# FTE Represented
Certificated: <u></u>	<u></u>
Classified: <u>SUPERVISORS</u>	<u>27</u>

#### Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on: (enter Begin Date) 7/1/2020  
and ending on: (enter End Date) 6/30/2022

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

Fiscal Years:	2020-2021	2021-2022
Reopeners: Yes or NO ?	Yes	Yes

*if Yes, what Areas?*

Total compensation (e.g. wages and benefits). The parties agree on a "Me, too" clause, regarding salary increases. Also, two additional articles may be reopened by either party.

#### COMPENSATION PROVISIONS

#### Section 3: SALARIES: PERCENTAGE CHANGE IN SALARIES IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for salaries for the above-mentioned Bargaining unit:

Current Year Salary Cost Before Settlement  
(Based on Year to Date (YTD) Actuals Projected through 6/30): \$ 1,640,313.02

Current Year Salary Cost After Settlement  
(Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable): \$ 1,719,148.01

Total Cost Increase or (Decrease):	<u>\$78,834.99</u>
Percentage Increase or (Decrease):	<u>4.81%</u>

#### SALARY CHANGE FOR AN AVERAGE, REPRESENTED EMPLOYEE FROM PRIOR YEAR

(Includes annual step/column movement on schedule):

##### Salary Increase or (Decrease)

% increase or (decrease) to existing schedule 2.00% per employee

% increase or (decrease) for one-time bonus/stipend or (salary reduction) 3.00% per employee

##### Step & column

average % annual change over the prior year schedule 0.00% per employee

**TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE** 5.00% per employee

Indicate Change in # of Work Days, Furlough or Additional, Related to % Change 0.00

Indicate Total # of Work Days to be provided for fiscal year: 0.00

Indicate Total # of Instructional Days to be provided for fiscal year: 0.00

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# SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

## Section 4: BENEFITS: PERCENTAGE CHANGE IN EMPLOYEE BENEFITS IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for employee statutory and health/welfare benefits:

Statutory Benefits: (object 3XXX less 34XX)

(STRS, PERS, Workers Compensation, Unemployment Insurance, Social Security, Medicare)

Total Statutory Benefit Costs:

Current Costs:

\$ 521,578.99

Proposed Costs:

\$ 547,744.32

Total Cost Increase or (decrease):

\$26,165.33

Percentage Change:

5.02%

District Health and Welfare Plans - Object 34XX (Medical, Dental, Vision, Life Insurance, Other)

Total Health and Welfare Costs:

Current Costs:

\$ 351,495.12

Proposed Costs:

\$ 351,495.12

Total Cost Increase or (decrease):

\$0.00

Percentage Change:

0.00%

Indicate if Health/Welfare Benefits are Capped: (Include details such as different caps per health plans or any super composite rates. Also, indicate if cap includes health benefits only or also other insurances.)

Supervisor Health & Welfare cap is \$1143.51 per month and includes: Health, Vision, Dental and Life Insurance.

Current Cap:

\$ 1,143.51

Proposed Cap:

\$ 1,143.51

Average Capped Amount increase or (decrease) per employee

\$0.00

0.00%

## TOTAL COST OR (SAVINGS) OF COMPENSATION CHANGES (REGARDLESS OF WHETHER PREVIOUSLY BUDGETED IN WHOLE OR IN PART)

## Section 5: TOTAL COST INCREASE OR (SAVINGS) FOR SALARIES AND BENEFITS IN THE PROPOSED AGREEMENT:

Current Year Combined Cost Before Settlement: (data pulls from above)

(Based on YTD Actuals Projected through 6/30 and current agreement)

Salaries

\$ 1,640,313.02

Benefits

\$ 873,074.11

Total:

\$ 2,513,387.13

Current Year Cost After Settlement: (data pulls from above)

(Include any retroactive pay increases or (decreases) or one-time bonuses/stipends or (reductions)):

Salaries

\$ 1,719,148.01

Benefits

\$ 899,239.44

Total:

\$ 2,618,387.45

TOTAL COST INCREASE OR (DECREASE)

\$105,000.32

(This amount should tie to the multiyear projection sections for 1XXX-3XXX)

PERCENTAGE CHANGE

4.18%

1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements):

\$ 21,618.92

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# SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

## OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)

**Section 6:** The following are additional compensation and non-compensation provisions contained in the proposed agreement: (Indicate, **IN DETAIL**, the terms of the agreement covered in each section)

**A. OTHER COMPENSATION: Off-Schedule Stipends/Bonuses, Reductions, etc. (amounts, staff affected, total cost and/or savings).**

Retroactive to July 1, 2020, the District will provide a one-time, off schedule payment equivalent to three point zero percent (3.0%) for the 20/21 school year. All Supervisors employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. Supervisors not in good standing and/or having left the District before January 1, 2021, shall not receive the retro payment.

**B. NON-COMPENSATION: Class Size Changes (indicate before and after class sizes/grades affected; and, if applied for CDE waiver (attach copy)), Staff Development Days, Teacher Prep Time, etc..**

N/A

**C. REOPENERS, CONTINGENCY AND/OR RESTORATION LANGUAGE: Describe specific areas identified for Reopeners, Contingency, and/or Restoration (include triggers and timing). Provide copy of Board Action to BAS upon approval.**

Total compensation (e.g. wages and benefits). The parties agree on a "Me, too" clause, regarding salary increases. Also, two additional articles may be reopened by either party.

### Section 7: State Minimum Reserve Standard Calculation:

Total Expenditures and Other Uses: *(pulls from MYP Sec. 9)*

Minimum State Reserve Percentage (input %)

Minimum State Reserve Requirement: *(Formula includes Total Exp/Uses x Minimum Reserve %)*

\$	133,120,834.00
	3%
\$	3,993,625.02

## FISCAL IMPACT IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS

**Section 8:** Date of governing board approval of budget revisions in Section 9, Col.2 (below) in accordance with E.C. 42142 and Government Code 3547.5. (Pulls from above Governing Board Date plus 45 days)

9/3/2021

Provide proof that board-approved budget revisions have been input within 45 days. Date budget revisions input/BT Batch #'s:

Batch #'s:	mm/dd/yy
------------	----------

If the board-approved revisions input are different from the proposed budget adjustments in Col. 2 provide a detailed explanation of differences.

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# SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

**Section 9: IMPACT OF PROPOSED AGREEMENT ON THE GENERAL FUND BUDGET IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS.** (Reflect both Unrestricted and Restricted General Fund Budget Amounts)  
*In-Lieu of this form, an updated Form MYP can be supplied which includes the results of the settlement over the most recent Form MYP filed with this office.*

		Current Fiscal Year		2021-2022
Please NOTE: The title reflected in Col. 1 can be modified if the agreement is being approved along with the Adopted Budget Process. In this case, Col. 4 should reflect the Adopted Budget including the salary agreement and Col. 1 would reflect the Adopted Budget less Col. 2, the actual cost of the agreement.	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board- Approved Budget Before Settlement - As of _____ 6/22/2021	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA	ADA=9,280			9,280
LCFF Sources (8010-8099)	106,438,868.00	0.00	0.00	106,438,868.00
Remaining Revenues (8100-8799)	22,894,747.00	0.00	0.00	22,894,747.00
TOTAL	129,333,615.00	0.00	0.00	129,333,615.00
OPERATING EXPENDITURES				
1000 Certificated Salaries	50,020,045.00	0.00	0.00	50,020,045.00
2000 Classified Salaries	23,077,087.00	78,834.99	0.00	23,155,921.99
3000 Benefits	33,239,089.00	26,165.33	0.00	33,265,254.33
4000 Instructional Supplies	8,039,514.00	0.00	0.00	8,039,514.00
5000 Contracted Services	12,496,614.00	0.00	0.00	12,496,614.00
6000 Capital Outlay	965,125.00	0.00	0.00	965,125.00
7000 Other	4,476,712.00	0.00	0.00	4,476,712.00
TOTAL	132,314,186.00	105,000.00	0.00	132,419,186.00
OPERATING SURPLUS (DEFICIT)				
	(2,980,571.00)	(105,000.00)	0.00	(3,085,571.00)
Other Sources and Transfers In	0.00	0.00	0.00	0.00
Other Uses and Transfers Out	701,648.00	0.00	0.00	701,648.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	(3,682,219.00)	(105,000.00)	0.00	(3,787,219.00)
BEGINNING FUND BALANCE 9791-92	69,875,916.00			69,875,916.00
Prior-Year Adjustments 9793-95			0.00	0.00
NET BEGINNING BALANCE	69,875,916.00		0.00	69,875,916.00
ENDING FUND BALANCE (EFB)				
	66,193,697.00	(105,000.00)	0.00	66,088,697.00
COMPONENTS OF ABOVE EFB:				
Nonspendable (9711-9719)	498,377.00	0.00	0.00	498,377.00
Restricted (9740)	25,343,256.00	0.00	0.00	25,343,256.00
Committed (9750/9760)	182,866.00	0.00	0.00	182,866.00
Assigned (9780)	16,586,025.00	0.00	0.00	16,586,025.00
Reserve Economic Uncertainties (9789)	3,990,475.02	3,150.00	0.00	3,993,625.02
Unassigned/Unappropriated (9790)	19,592,697.98	(108,150.00)	0.00	19,484,547.98
State Minimum Reserves %	17.73%	Meets		17.64%
Are budgets in balance?	In Balance			In Agreement
Did you adjust reserves? s/b \$0	\$0.00	OK		\$0.00
FUND 17 RESERVES (9789) or N/A	\$ -			\$ -

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in Section 5, Total Costs, please explain below. Also, list any other assumptions used or included in Column 3:

The difference between Column 2 and Section 5 is \$3,150 which is equal to 3% REU of the additional expenditures.

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# SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

First Subsequent Year 2022-2023			
(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Latest Board- Approved Budget Before Settlement - As of <u>6/22/2021</u>	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA	9,280		9,280
LCFF Sources (8010-8099)	107,326,470.00	0.00	107,326,470.00
Remaining Revenues (8100-8799)	22,894,745.00	0.00	22,894,745.00
<b>TOTAL</b>	<b>130,221,215.00</b>	<b>0.00</b>	<b>130,221,215.00</b>
OPERATING EXPENDITURES			
1000 Certificated Salaries	51,020,445.00	0.00	51,020,445.00
2000 Classified Salaries	23,538,630.00	0.00	23,538,630.00
3000 Benefits	34,236,262.00	0.00	34,236,262.00
4000 Instructional Supplies	7,312,140.00	0.00	7,312,140.00
5000 Contracted Services	12,717,187.00	0.00	12,717,187.00
6000 Capital Outlay	680,000.00	0.00	680,000.00
7000 Other	4,914,684.00	0.00	4,914,684.00
<b>TOTAL</b>	<b>134,419,348.00</b>	<b>0.00</b>	<b>134,419,348.00</b>
OPERATING SURPLUS/(DEFICIT)	<b>(4,198,133.00)</b>	<b>0.00</b>	<b>(4,198,133.00)</b>
Other Sources and Transfers In		0.00	0.00
Other Uses and Transfers Out	110,000.00	0.00	110,000.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	<b>(4,308,133.00)</b>	<b>0.00</b>	<b>(4,308,133.00)</b>
BEGINNING FUND BALANCE (9791) (Pulls from prior year EFB)	66,088,697.00		66,088,697.00
Prior-Year Adjustments (9792-9795)			0.00
NET BEGINNING BALANCE	66,088,697.00		66,088,697.00
ENDING FUND BALANCE (EFB)	61,780,564.00	0.00	61,780,564.00
COMPONENTS OF EFB (above):			
Nonspendable (9711-9719)	498,377.00	0.00	498,377.00
Restricted (9740)	25,343,256.00	0.00	25,343,256.00
Committed (9750/9760)	0.00	0.00	0.00
Assigned (9780)	16,148,053.00	0.00	16,148,053.00
Reserve Economic Uncertainties	4,035,880.44	0.00	4,035,880.44
Unassigned/Unappropriated (9790)	15,754,997.56	0.00	15,754,997.56
State Minimum Reserves %	14.71%	Meets	14.71%
Are budgets in balance?	In Balance		In Balance
Did you adjust reserves? s/b \$0	\$ -	OK	\$ -
FUND 17 RESERVES (9789) or N/A	\$ -		\$ -

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced staffing, etc., explain below:

LCFF 100%, Unduplicated 76.06%, 2.48% COLA

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# SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

Second Subsequent Year 2023-2024			
(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Latest Board- Approved Budget Before Settlement - As of 6/22/2021	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA	9,280		9,280
LCFF Sources (8010-8099)	110,663,631.00	0.00	110,663,631.00
Remaining Revenues (8100-8799)	22,894,745.00	0.00	22,894,745.00
<b>TOTAL</b>	<b>133,558,376.00</b>	<b>0.00</b>	<b>133,558,376.00</b>
OPERATING EXPENDITURES			
1000 Certificated Salaries	52,040,854.00	0.00	52,040,854.00
2000 Classified Salaries	24,012,573.00	0.00	24,012,573.00
3000 Benefits	35,263,349.00	0.00	35,263,349.00
4000 Instructional Supplies	7,766,008.00	0.00	7,766,008.00
5000 Contracted Services	12,717,187.00	0.00	12,717,187.00
6000 Capital Outlay	680,000.00	0.00	680,000.00
7000 Other	6,742,656.00	0.00	6,742,656.00
<b>TOTAL</b>	<b>139,222,627.00</b>	<b>0.00</b>	<b>139,222,627.00</b>
OPERATING SURPLUS/(DEFICIT)	(5,664,251.00)	0.00	(5,664,251.00)
Other Sources and Transfers In	0.00	0.00	0.00
Other Uses and Transfers Out	115,000.00	0.00	115,000.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	(5,779,251.00)	0.00	(5,779,251.00)
BEGINNING FUND BALANCE (9791) (Pulls from prior year EFB)	61,780,564.00		61,780,564.00
Prior-Year Adjustments (9792-9795)			0.00
NET BEGINNING BALANCE	61,780,564.00		61,780,564.00
ENDING FUND BALANCE (EFB)	56,001,313.00	0.00	56,001,313.00
COMPONENTS OF EFB (above):	(use whole rounded numbers only)		
Nonspendable (9711-9719)	498,377.00		498,377.00
Restricted (9740)	25,343,256.00		25,343,256.00
Committed (9750/9760)	0.00		0.00
Assigned (9780)	13,882,109.00	0.00	13,882,109.00
Reserve Economic Uncertainties	4,180,128.81	0.00	4,180,128.81
Unassigned/Unappropriated (9790)	12,097,442.19	0.00	12,097,442.19
State Minimum Reserves %	11.68%	Meets	11.68%
Are budgets in balance?	In Balance		In Balance
Did you adjust reserves? s/b \$0	\$0.00	OK	\$0.00
FUND 17 RESERVES (9789) or N/A	\$ -		\$ -

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced Staffing, etc., explain below:

LCFF 100%, Unduplicated 76.09% COLA 3.11%

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## SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

**Section 10: MULTI-YEAR CONTRACT AGREEMENT PROVISIONS:** The proposed agreement contains the following COLAs and other compensation/non-compensation provisions for subsequent years as follows *(text pulls into disclosure)*: Send copy of final Agreement to BAS upon Board Approval

N/A

**Section 11: FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS:** The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years. (Include any compensation/noncompensation provisions specified below.) *(text pulls into disclosure)*:

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years by using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

**Section 12: NARRATIVE OF AGREEMENT:** Provide a brief narrative of the proposed changes in compensation or health premiums, including percentage changes, effective dates, and comments and/or explanations. *(text pulls into disclosure)*:

Effective July 1, 2021, each wage range for job title represented by Supervisors shall be improved by 2.0%. In addition, retroactive to July 1, 2020, the District will provide a one-time, off schedule payment equivalent to three point zero percent (3.0%) for the 20/21 school year. All Supervisors employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. Supervisors not in good standing and/or having left the District before January 1, 2021, shall not receive the retro payment.

**Section 13: SOURCE OF FUNDING FOR PROPOSED AGREEMENT:** Provide a brief narrative of the funds available in the current year to provide for the costs of this agreement. *(text pulls into disclosure)*:

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years by using revenue generated by the Governor's proposed LCFF.

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# SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

## ADDITIONAL FISCAL INDICATORS- CRITERIA AND STANDARDS A.5.

This section is in response to the Criteria and Standards Additional Fiscal Indicators #A.5., which asks: "Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state cost of living adjustment."

### Section 14: COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT LOCAL CONTROL FUNDING FORMULA (LCFF):

(A)	Current-year (CY) LCFF Average Rate per ADA: (CY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)	Estimated	
			\$11,558.00
(B)	Less Prior-Year (PY) LCFF BASC Calculator Rate per ADA: (PY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)		\$11,109.00
(C)	= Amount of Current-Year Increase or (decrease): (A) minus (B)		449.00
(D)	= Percentage Increase or (decrease) in LCFF per ADA: (C) divided by (B)		4.04%
(E)	ADA Increase/(Decrease) from Prior Year as % Current year P-2 LCFF funded ADA (greater of PY guarantee or current year)	9,279.88	0.00%
	Prior Year P-2 LCFF funded ADA (greater of PY guarantee or current year)	9,279.88	
(F)	Total LCFF % increase or (decrease) plus ADA % change		4.04%
(G)	Indicate Total Settlement Percentage Change from Section 5		4.18%

If proposed agreement % on Line G is greater than Line F, please provide explanation below:

## CERTIFICATION

To be signed by the **District Superintendent AND Chief Business Official** upon submission to the Governing Board and by **the Board President** upon formal Board action on the proposed agreement.

**Districts with a Qualified or Negative Certification** : Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review **10 days prior to the board meeting that will ratify the agreement**.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200, AB 2756, GC 3547.5, and GC 3540.2.

WE HEREBY CERTIFY THAT THE COSTS INCURRED BY THE SCHOOL DISTRICT UNDER THIS AGREEMENT CAN BE MET BY THE DISTRICT DURING THE TERM OF THE AGREEMENT.

*Daryl Carr*  
District Superintendent - signature

7-12-21

Date

*Penny Lourens*  
Chief Business Official - signature

7-12-21

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Tuesday, July 20, 2021 took action to approve the proposed Agreement with the SUPERVISORS Bargaining Unit.

*312*  
President, Governing Board - signature

Date

**FORM FOR PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT  
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756  
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2 )**

**Marysville Joint Unified**

**SCHOOL DISTRICT**

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

**(This information is pulled from the SUMMARY section of this file which should be completed FIRST)**

**MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE**

**SUPERVISORS**

**BARGAINING UNIT**

To be acted upon by the Governing Board at its meeting on

**07/20/21**

**A. PERIOD OF AGREEMENT:**

The proposed bargaining agreement covers the period beginning and ending  
for the following fiscal years **2020-2021**

**07/01/20**

**06/30/22**

**2020-2021, 2021-2022,**

**B. TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)**

The total change in costs for salaries and employee benefits in the proposed agreement:

1. Current Year Costs Before Agreement

**\$2,513,387.13**

2. Current Year Costs After Agreement

**\$2,618,387.45**

3. Total Cost Change

**\$105,000.32**

4. Percentage Change

**4.18%**

5. Value of a 1% Change

**21,619**

**C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE**

The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1. Salary Schedule change

(% Change To Existing Salary Schedule)

**2.0%**

(% change for one time bonus/stipend or salary reduction)

**3.0%**

2. Step & Column

(Average % Change Over Prior Year Salary Schedule)

3. TOTAL PERCENTAGE CHANGE FOR THE  
AVERAGE, REPRESENTED EMPLOYEE

**5%**

4. Change in # of Work Days (+/-) Related to % Change

5. Total # of Work Days to be provided in Fiscal Year

6. Total # of Instructional Days to be provided in Fiscal Year  
(applicable to Certificated BU agreements only)

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**FORM FOR PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT  
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756  
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2 )**

**Marysville Joint Unified**

**SCHOOL DISTRICT**

**D. PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:**

1.	Cost of Benefits Before Agreement	873,074.11
2.	Cost of Benefits After Agreement	899,239.44
3.	Percentage Change in Total Costs	3.00%

**E. IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES**

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

1.	Based On Total Expenditures and Other Uses in the General Fund of:	\$ 133,120,834.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$ 3,993,625.02

**SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:**

**GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)**

4.	Reserve for Economic Uncertainties (Object 9789)	\$3,993,625.02
5.	Unassigned/Unappropriated (Object 9790)	\$19,484,547.98
6.	<b>Total Reserves: (Object 9789 + 9790)</b>	<b>\$23,478,173.00</b>

**SPECIAL RESERVE FUND (Fund 17, as applicable)**

7.	Reserve for Economic Uncertainties (Object 9789)	
----	--	--

**TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:**

8.	General Fund & Special Reserve Fund:	\$23,478,173.00
9.	Percentage of General Fund Expenditures/Uses	17.64%
	Difference between District Reserves and Minimum State Requirement	\$19,484,547.98

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**FORM FOR PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT  
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756  
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2 )**

*Marysville Joint Unified*

**SCHOOL DISTRICT**

**F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS**

N/A

**G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS**

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years by using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

**H. NARRATIVE OF AGREEMENT**

Effective July 1, 2021, each wage range for job title represented by Supervisors shall be improved by 2.0%. In addition, retroactive to July 1, 2020, the District will provide a one-time, off schedule payment equivalent to three point zero percent (3.0%) for the 20/21 school year. All Supervisors employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. Supervisors not in good standing and/or having left the District before January 1, 2021, shall not receive the retro payment.

**I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT**

The following source(s) of funding have been identified to fund the proposed agreement

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years by using revenue generated by the Governor's proposed LCFF.

3/5



**FORM FOR PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT  
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756  
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2 )**

**Marysville Joint Unified**

**SCHOOL DISTRICT**

**CERTIFICATION**

*To be signed by the District Superintendent AND Chief Business Official when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.*

*Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.*

*The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.*

*We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.*

  
\_\_\_\_\_  
District Superintendent - signature

7-12-21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Business Official- signature

7-12-21  
\_\_\_\_\_  
Date

*After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Tuesday, July 20, 2021 took action to approve the proposed Agreement with the SUPERVISORS Bargaining Unit.*

\_\_\_\_\_  
President, Governing Board  
(signature)

\_\_\_\_\_  
Date

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**TENTATIVE AGREEMENT**  
**Between**  
**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**  
**And the**  
**ASSOCIATION OF MANAGEMENT and CONFIDENTIAL EMPLOYEES**

The Marysville Joint Unified School District (District) and the Association of Management and Confidential Employees (AMACE) reached a tentative agreement on June 28, 2021, incorporating the following:

**Total Compensation for the 2020/2021 School Year:**

The parties agreed to a total compensation package that reflects a three point zero percent (3.0%) one-time, off-schedule payment retroactive to July 1, 2020. The total compensation package shall be structured in the following manner:

**Retro Payment**

All AMACE-unit members employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. AMACE-unit members not in good standing, and/or having left the District before January 1, 2021, shall not receive the retro payment. Those having retired, before January 1, 2021, and in good standing, shall receive a pro-rated payment.

**Total Compensation for the 2021/2022 School Year:**

The parties agreed to a total compensation package that reflects a two point zero percent (2.0%) increase to all wage ranges beginning to July 1, 2021.

**Completion of Negotiations for 2020/21 and 2021-22 Term and Duration of Agreement**

This Agreement shall fully resolve all negotiations through the 2020/2021 and 2021/2022 school years. The parties agree on a "Me, too!" clause, regarding salary increases. The new term of the Memorandum of Understanding between the parties shall be in force through June 30, 2025.

Traditional reopeners for total compensation (e.g., wages and benefits) shall still apply in each school year through June 30, 2025.

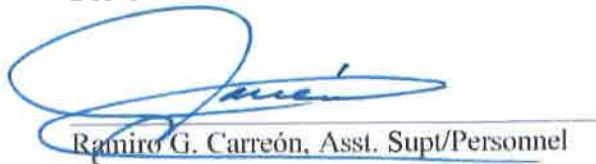
**For AMACE:**



Dr. Rocco Greco, AMACE President

6/28/21  
Date

**For The District:**



Ramiro G. Carreón, Asst. Supt/Personnel

6/28/2021  
Date

## SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT  
WITH THE AMACE BARGAINING UNIT (BU)

To be acted upon by the Governing Board at its meeting on : (enter Date) 7/20/2021  
Budget Revisions to be INPUT no later than 45 days after approval: (will calc + 45 days) 9/3/2021  
Estimated Agreement Payment Date (enter Date) 7/30/2021

### GENERAL

#### Section 1: STATUS OF BARGAINING UNIT AGREEMENTS

***This document is REQUIRED whenever a NEW or AMENDED agreement is ratified.***

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status (whether settled or pending settlement) of the remaining units:

***(Separate disclosures should be made for each bargaining unit agreement)***

	# FTE Represented
Certificated: <u>AMACE</u>	<u>54.1</u>
Classified: <u>AMACE</u>	<u>12</u>

#### Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on: (enter Begin Date) 7/1/2020  
and ending on: (enter End Date) 6/30/2022

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

Fiscal Years:	2020-2021	2021-2022
Reopeners: Yes or NO ?	Yes	Yes

if Yes, what Areas?

Total compensation (e.g. wages and benefits). The parties agree on a "Me, too" clause, regarding salary increases.

### COMPENSATION PROVISIONS

#### Section 3: SALARIES: PERCENTAGE CHANGE IN SALARIES IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for salaries for the above-mentioned Bargaining unit:

Current Year Salary Cost Before Settlement  
(Based on Year to Date (YTD) Actuals Projected through 6/30): \$ 8,404,737.00

Current Year Salary Cost After Settlement  
(Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable): \$ 8,818,173.00

Total Cost Increase or (Decrease): \$413,436.00  
Percentage Increase or (Decrease): 4.92%

#### SALARY CHANGE FOR AN AVERAGE, REPRESENTED EMPLOYEE FROM PRIOR YEAR

(Includes annual step/column movement on schedule):

Salary Increase or (Decrease)  
% increase or (decrease) to existing schedule 2.00% per employee

% increase or (decrease) for one-time bonus/stipend or (salary reduction) 3.00% per employee

Step & column  
average % annual change over the prior year schedule 0.00% per employee

**TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE** 5.00% per employee

Indicate Change in # of Work Days, Furlough or Additional, Related to % Change 0.00  
Indicate Total # of Work Days to be provided for fiscal year: 0.00  
Indicate Total # of Instructional Days to be provided for fiscal year: 0.00

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# SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

## Section 4: BENEFITS: PERCENTAGE CHANGE IN EMPLOYEE BENEFITS IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for employee statutory and health/welfare benefits:

Statutory Benefits: (object 3XXX less 34XX)

(STRS, PERS, Workers Compensation, Unemployment Insurance, Social Security, Medicare)

Total Statutory Benefit Costs:

Current Costs:	\$ 1,513,601.53
Proposed Costs:	\$ 1,611,206.87
Total Cost Increase or (decrease):	\$97,605.34
Percentage Change:	6.45%

District Health and Welfare Plans - Object 34XX (Medical, Dental, Vision, Life Insurance, Other)

Total Health and Welfare Costs:

Current Costs:	\$ 577,863.00
Proposed Costs:	\$ 577,863.00
Total Cost Increase or (decrease):	\$0.00
Percentage Change:	0.00%

Indicate if Health/Welfare Benefits are Capped: (Include details such as different caps per health plans or any super composite rates. Also, indicate if cap includes health benefits only or also other insurances.)

AMACE Health & Welfare cap is \$857.66 per month and includes: Health, Vision, Dental and Life Insurance.

Current Cap:	\$ 857.42	
Proposed Cap:	\$ 857.42	
Average Capped Amount increase or (decrease) per employee	\$0.00	0.00%

## TOTAL COST OR (SAVINGS) OF COMPENSATION CHANGES (REGARDLESS OF WHETHER PREVIOUSLY BUDGETED IN WHOLE OR IN PART)

## Section 5: TOTAL COST INCREASE OR (SAVINGS) FOR SALARIES AND BENEFITS IN THE PROPOSED AGREEMENT:

Current Year Combined Cost Before Settlement: (data pulls from above)

(Based on YTD Actuals Projected through 6/30 and current agreement)

Salaries	\$ 8,404,737.00	
Benefits	\$ 2,091,464.53	
Total:		\$ 10,496,201.53

Current Year Cost After Settlement: (data pulls from above)

(Include any retroactive pay increases or (decreases) or one-time bonuses/stipends or (reductions)):

Salaries	\$ 8,818,173.00	
Benefits	\$ 2,189,069.87	
Total:		\$ 11,007,242.87

TOTAL COST INCREASE OR (DECREASE)	\$511,041.34
(This amount should tie to the multiyear projection sections for 1XXX-3XXX)	
PERCENTAGE CHANGE	4.87%
1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements):	\$ 99,183.39

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# SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

## OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)

**Section 6:** The following are additional compensation and non-compensation provisions contained in the proposed agreement: (Indicate, **IN DETAIL**, the terms of the agreement covered in each section)

**A. OTHER COMPENSATION: Off-Schedule Stipends/Bonuses, Reductions, etc. (amounts, staff affected, total cost and/or savings).**

Retroactive to July 1, 2020, the District will provide a one-time, off schedule payment equivalent to three point zero percent (3.0%) for the 20/21 school year. All AMACE-unit members employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. AMACE-unit members not in good standing and/or having left the District before January 1, 2021, shall not receive the retro payment. Those having retired, before January 1, 2021, and in good standing, shall receive a pro-rated payment.

**B. NON-COMPENSATION: Class Size Changes (indicate before and after class sizes/grades affected; and, if applied for CDE waiver (attach copy)), Staff Development Days, Teacher Prep Time, etc..**

N/A

**C. REOPENERS, CONTINGENCY AND/OR RESTORATION LANGUAGE: Describe specific areas identified for Reopeners, Contingency, and/or Restoration (include triggers and timing). Provide copy of Board Action to BAS upon approval.**

Total compensation (e.g. wages and benefits). The parties agree on a "Me, too" clause, regarding salary increases.

**Section 7: State Minimum Reserve Standard Calculation:**

Total Expenditures and Other Uses: *(pulls from MYP Sec. 9)*  
Minimum State Reserve Percentage *(input %)*  
Minimum State Reserve Requirement: *(Formula includes Total Exp/Uses x Minimum Reserve %)*

\$	133,526,874.00
	3%
\$	4,005,806.22

## FISCAL IMPACT IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS

**Section 8:** Date of governing board approval of budget revisions in Section 9, Col.2 (below) in accordance with E.C. 42142 and Government Code 3547.5. (Pulls from above Governing Board Date plus 45 days)

9/3/2021

Provide proof that board-approved budget revisions have been input within 45 days. Date budget revisions input/BT Batch #'s:

Batch #'s:

mm/dd/yy

If the board-approved revisions input are different from the proposed budget adjustments in Col. 2 provide a detailed explanation of differences.

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# SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

Section 9: **IMPACT OF PROPOSED AGREEMENT ON THE GENERAL FUND BUDGET IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS.** (Reflect both Unrestricted and Restricted General Fund Budget Amounts)  
In-Lieu of this form, an updated Form MYP can be supplied which includes the results of the settlement over the most recent Form MYP filed with this office.

		Current Fiscal Year			2021-2022
		(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Please NOTE: The title reflected in Col. 1 can be modified if the agreement is being approved along with the Adopted Budget Process. In this case, Col. 4 should reflect the Adopted Budget including the salary agreement and Col. 1 would reflect the Adopted Budget less Col. 2, the actual cost of the agreement.		Latest Board-Approved Budget Before Settlement - As of 6/22/2021	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA		ADA=9,280			9,280
LCFF Sources	(8010-8099)	106,438,868.00	0.00	0.00	106,438,868.00
Remaining Revenues	(8100-8799)	22,894,747.00	0.00	0.00	22,894,747.00
TOTAL		129,333,615.00	0.00	0.00	129,333,615.00
OPERATING EXPENDITURES					
1000 Certificated Salaries		50,020,045.00	343,041.00	0.00	50,363,086.00
2000 Classified Salaries		23,077,087.00	70,394.00	0.00	23,147,481.00
3000 Benefits		33,239,089.00	97,605.00	0.00	33,336,694.00
4000 Instructional Supplies		8,039,514.00	0.00	0.00	8,039,514.00
5000 Contracted Services		12,496,614.00	0.00	0.00	12,496,614.00
6000 Capital Outlay		965,125.00	0.00	0.00	965,125.00
7000 Other		4,476,712.00	0.00	0.00	4,476,712.00
TOTAL		132,314,186.00	511,040.00	0.00	132,825,226.00
OPERATING SURPLUS (DEFICIT)		(2,980,571.00)	(511,040.00)	0.00	(3,491,611.00)
Other Sources and Transfers In		0.00	0.00	0.00	0.00
Other Uses and Transfers Out		701,648.00	0.00	0.00	701,648.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE		(3,682,219.00)	(511,040.00)	0.00	(4,193,259.00)
BEGINNING FUND BALANCE 9791-92		69,875,916.00			69,875,916.00
Prior-Year Adjustments 9793-95				0.00	0.00
NET BEGINNING BALANCE		69,875,916.00		0.00	69,875,916.00
ENDING FUND BALANCE (EFB)		66,193,697.00	(511,040.00)	0.00	65,682,657.00
COMPONENTS OF ABOVE EFB:					
Nonspendable (9711-9719)		498,377.00	0.00	0.00	498,377.00
Restricted (9740)		25,343,256.00	0.00	0.00	25,343,256.00
Committed (9750/9760)		182,866.00	0.00	0.00	182,866.00
Assigned (9780)		16,586,025.00	0.00	0.00	16,586,025.00
Reserve Economic Uncertainties (9789)		3,990,475.02	15,331.20	0.00	4,005,806.22
Unassigned/Unappropriated (9790)		19,592,697.98	(526,371.20)	0.00	19,066,326.78
State Minimum Reserves %		17.73%	Meets		17.28%
Are budgets in balance?		In Balance			In Agreement
Did you adjust reserves? s/b \$0		\$0.00	OK		\$0.00
FUND 17 RESERVES (9789) or N/A		\$ -			\$ -

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in Section 5, Total Costs, please explain below. Also, list any other assumptions used or included in Column 3:

The difference between Column 2 and Section 5 is \$15,331.20 which is equal to 3% REU of the additional expenditures.

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# SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

First Subsequent Year 2022-2023				
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board- Approved Budget Before Settlement - As of 6/22/2021	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA	9,280			9,280
LCFF Sources (8010-8099)	107,326,470.00	0.00	0.00	107,326,470.00
Remaining Revenues (8100-8799)	22,894,745.00	0.00	0.00	22,894,745.00
<b>TOTAL</b>	<b>130,221,215.00</b>	<b>0.00</b>	<b>0.00</b>	<b>130,221,215.00</b>
OPERATING EXPENDITURES				
1000 Certificated Salaries	51,020,445.00	0.00	0.00	51,020,445.00
2000 Classified Salaries	23,538,630.00	0.00	0.00	23,538,630.00
3000 Benefits	34,236,262.00	0.00	0.00	34,236,262.00
4000 Instructional Supplies	7,312,140.00	0.00	0.00	7,312,140.00
5000 Contracted Services	12,717,187.00	0.00	0.00	12,717,187.00
6000 Capital Outlay	680,000.00	0.00	0.00	680,000.00
7000 Other	4,914,684.00	0.00	0.00	4,914,684.00
<b>TOTAL</b>	<b>134,419,348.00</b>	<b>0.00</b>	<b>0.00</b>	<b>134,419,348.00</b>
OPERATING SURPLUS/(DEFICIT)	(4,198,133.00)	0.00	0.00	(4,198,133.00)
Other Sources and Transfers In		0.00	0.00	0.00
Other Uses and Transfers Out	110,000.00	0.00	0.00	110,000.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	(4,308,133.00)	0.00	0.00	(4,308,133.00)
BEGINNING FUND BALANCE (9791) (Pulls from prior year EFB)	65,682,657.00			65,682,657.00
Prior-Year Adjustments (9792-9795)				0.00
NET BEGINNING BALANCE	65,682,657.00			65,682,657.00
ENDING FUND BALANCE (EFB)	61,374,524.00	0.00	0.00	61,374,524.00
COMPONENTS OF EFB (above):				
Nonspendable (9711-9719)	498,377.00	0.00	0.00	498,377.00
Restricted (9740)	25,343,256.00	0.00	0.00	25,343,256.00
Committed (9750/9760)	0.00	0.00	0.00	0.00
Assigned (9780)	16,148,053.00	0.00	0.00	16,148,053.00
Reserve Economic Uncertainties	4,035,880.44	0.00	0.00	4,035,880.44
Unassigned/Unappropriated (9790)	15,348,957.56	0.00	0.00	15,348,957.56
State Minimum Reserves %	14.41%	Meets		14.41%
Are budgets in balance?	In Balance			In Balance
Did you adjust reserves? s/b \$0	\$ -	OK		\$ -
FUND 17 RESERVES (9789) or N/A	\$ -			\$ -

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced staffing, etc., explain below:  
LCFF 100%, Unduplicated 76.06%, 2.48% COLA

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# SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

Second Subsequent Year 2023-2024			
(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Latest Board- Approved Budget Before Settlement - As of <u>6/22/2021</u>	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
9,280			9,280
OPERATING REVENUES: LCFF ADA			
LCFF Sources (8010-8099)	110,663,631.00	0.00	110,663,631.00
Remaining Revenues (8100-8799)	22,894,745.00	0.00	22,894,745.00
<b>TOTAL</b>	<b>133,558,376.00</b>	<b>0.00</b>	<b>133,558,376.00</b>

## OPERATING EXPENDITURES

1000 Certificated Salaries	52,040,854.00	0.00	0.00	52,040,854.00
2000 Classified Salaries	24,012,573.00	0.00	0.00	24,012,573.00
3000 Benefits	35,263,349.00	0.00	0.00	35,263,349.00
4000 Instructional Supplies	7,766,008.00	0.00	0.00	7,766,008.00
5000 Contracted Services	12,717,187.00	0.00	0.00	12,717,187.00
6000 Capital Outlay	680,000.00	0.00	0.00	680,000.00
7000 Other	6,742,656.00	0.00	0.00	6,742,656.00
<b>TOTAL</b>	<b>139,222,627.00</b>	<b>0.00</b>	<b>0.00</b>	<b>139,222,627.00</b>

## OPERATING SURPLUS/(DEFICIT)

	(5,664,251.00)	0.00	0.00	(5,664,251.00)
Other Sources and Transfers In	0.00	0.00	0.00	0.00
Other Uses and Transfers Out	115,000.00	0.00	0.00	115,000.00
<b>CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE</b>	<b>(5,779,251.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>(5,779,251.00)</b>

## BEGINNING FUND BALANCE (9791)

(Pulls from prior year EFB)

Prior-Year Adjustments (9792-9795)

NET BEGINNING BALANCE

61,374,524.00			61,374,524.00
			0.00
61,374,524.00			61,374,524.00

## ENDING FUND BALANCE (EFB)

55,595,273.00	0.00	0.00	55,595,273.00
---------------	------	------	---------------

## COMPONENTS OF EFB (above):

Nonspendable (9711-9719)

Restricted (9740)

Committed (9750/9760)

Assigned (9780)

Reserve Economic Uncertainties

Unassigned/Unappropriated (9790)

State Minimum Reserves %

Are budgets in balance?

Did you adjust reserves? s/b \$0

FUND 17 RESERVES (9789) or N/A

(use whole rounded numbers only)

498,377.00			498,377.00
25,343,256.00			25,343,256.00
0.00			0.00
13,882,109.00	0.00		13,882,109.00
4,180,128.81	0.00	0.00	4,180,128.81
11,691,402.19	0.00	0.00	11,691,402.19
11.39%	Meets		11.39%
In Balance			In Balance
\$0.00	OK		\$0.00
\$ -			\$ -

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced Staffing, etc., explain below:

LCFF 100%, Unduplicated 76.09% COLA 3.11%

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## SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

**Section 10: MULTI-YEAR CONTRACT AGREEMENT PROVISIONS:** The proposed agreement contains the following COLAs and other compensation/non-compensation provisions for subsequent years as follows *(text pulls into disclosure)*: Send copy of final Agreement to BAS upon Board Approval

N/A

**Section 11: FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS:** The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years. (Include any compensation/noncompensation provisions specified below.) *(text pulls into disclosure)*:

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years by using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

**Section 12: NARRATIVE OF AGREEMENT:** Provide a brief narrative of the proposed changes in compensation or health premiums, including percentage changes, effective dates, and comments and/or explanations. *(text pulls into disclosure)*:

Effective July 1, 2021, each wage range for job title represented by AMACE shall be improved by 2.0%. In addition, Retroactive to July 1, 2020, the District will provide a one-time, off schedule payment equivalent to three point zero percent (3.0%) for the 20/21 school year. All AMACE-unit members employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. AMACE-unit members not in good standing and/or having left the District before January 1, 2021, shall not receive the retro payment. Those having retired, before January 1, 2021, and in good standing, shall receive a pro-rated payment

**Section 13: SOURCE OF FUNDING FOR PROPOSED AGREEMENT:** Provide a brief narrative of the funds available in the current year to provide for the costs of this agreement. *(text pulls into disclosure)*:

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years by using revenue generated by the Governor's proposed LCFF.

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# SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

## ADDITIONAL FISCAL INDICATORS- CRITERIA AND STANDARDS A.5.

This section is in response to the Criteria and Standards Additional Fiscal Indicators #A.5., which asks: "Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state cost of living adjustment."

### Section 14: COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT LOCAL CONTROL FUNDING FORMULA (LCFF):

(A)	Current-year (CY) LCFF Average Rate per ADA: (CY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)	Estimated \$11,558.00
(B)	Less Prior-Year (PY) LCFF BASC Calculator Rate per ADA: (PY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)	\$11,109.00
(C)	= Amount of Current-Year Increase or (decrease): (A) minus (B)	449.00
(D)	= Percentage Increase or (decrease) in LCFF per ADA: (C) divided by (B)	4.04%
(E)	ADA Increase/(Decrease) from Prior Year as % Current year P-2 LCFF funded ADA (greater of PY guarantee or current year) Prior Year P-2 LCFF funded ADA (greater of PY guarantee or current year)	0.00%
	9,279.88	
	9,279.88	
(F)	Total LCFF % increase or (decrease) plus ADA % change	4.04%
(G)	Indicate Total Settlement Percentage Change from Section 5	4.87%

If proposed agreement % on Line G is greater than Line F, please provide explanation below:

## CERTIFICATION

To be signed by the **District Superintendent AND Chief Business Official** upon submission to the Governing Board and by the **Board President** upon formal Board action on the proposed agreement.

**Districts with a Qualified or Negative Certification:** Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200, AB 2756, GC 3547.5, and GC 3540.2.

WE HEREBY CERTIFY THAT THE COSTS INCURRED BY THE SCHOOL DISTRICT UNDER THIS AGREEMENT CAN BE MET BY THE DISTRICT DURING THE TERM OF THE AGREEMENT.

*[Signature]*

District Superintendent - signature

7-12-21

Date

*[Signature]*

Chief Business Official - signature

7-12-21

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Tuesday, July 20, 2021 took action to approve the proposed Agreement with the AMACE Bargaining Unit.

*[Signature]*  
President, Governing Board - signature

Date

**FORM FOR PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT  
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756  
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2 )**

**Marysville Joint Unified**

**SCHOOL DISTRICT**

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

*(This information is pulled from the SUMMARY section of this file which should be completed FIRST)*

**MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE**

**AMACE**

**BARGAINING UNIT**

To be acted upon by the Governing Board at its meeting on

**07/20/21**

**A. PERIOD OF AGREEMENT:**

The proposed bargaining agreement covers the period beginning and ending  
for the following fiscal years **2020-2021**

**07/01/20**

**06/30/22**

**2020-2021, 2021-2022,**

**B. TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)**

The total change in costs for salaries and employee benefits in the proposed agreement:

1. Current Year Costs Before Agreement

**\$10,496,201.53**

2. Current Year Costs After Agreement

**\$11,007,242.87**

3. Total Cost Change

**\$511,041.34**

4. Percentage Change

**4.87%**

5. Value of a 1% Change

**99,183**

**C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE**

The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1. Salary Schedule change  
(% Change To Existing Salary Schedule)  
(% change for one time bonus/stipend or salary reduction)

**2.0%**

**3.0%**

2. Step & Column  
(Average % Change Over Prior Year Salary Schedule)

3. TOTAL PERCENTAGE CHANGE FOR THE  
AVERAGE, REPRESENTED EMPLOYEE

**5%**

4. Change in # of Work Days (+/-) Related to % Change

5. Total # of Work Days to be provided in Fiscal Year

6. Total # of Instructional Days to be provided in Fiscal Year  
(applicable to Certificated BU agreements only)

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**FORM FOR PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT  
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756  
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2 )**

**Marysville Joint Unified**

**SCHOOL DISTRICT**

**D. PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:**

1.	Cost of Benefits Before Agreement	2,091,464.53
2.	Cost of Benefits After Agreement	2,189,069.87
3.	Percentage Change in Total Costs	4.67%

**E. IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES**

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

1.	Based On Total Expenditures and Other Uses in the General Fund of:	\$ 133,526,874.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$ 4,005,806.22

**SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:**

**GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)**

4.	Reserve for Economic Uncertainties (Object 9789)	\$4,005,806.22
5.	Unassigned/Unappropriated (Object 9790)	\$19,066,326.78
6.	<b>Total Reserves: (Object 9789 + 9790)</b>	<b>\$23,072,133.00</b>

**SPECIAL RESERVE FUND (Fund 17, as applicable)**

7.	Reserve for Economic Uncertainties (Object 9789)	\$701,648.00
----	--	--------------

**TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:**

8.	General Fund & Special Reserve Fund:	\$23,773,781.00
9.	Percentage of General Fund Expenditures/Uses	17.80%
Difference between District Reserves and Minimum State Requirement		\$19,767,974.78

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**FORM FOR PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT  
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756  
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2 )**

**Marysville Joint Unified**

**SCHOOL DISTRICT**

**F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS**

N/A

**G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS**

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years by using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

**H. NARRATIVE OF AGREEMENT**

Effective July 1, 2021, each wage range for job title represented by AMACE shall be improved by 2.0%. In addition, Retroactive to July 1, 2020, the District will provide a one-time, off schedule payment equivalent to three point zero percent (3.0%) for the 20/21 school year. All AMACE-unit members employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. AMACE-unit members not in good standing and/or having left the District before January 1, 2021, shall not receive the retro payment. Those having retired, before January 1, 2021, and in good standing, shall receive a pro-rated payment.

**I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT**

The following source(s) of funding have been identified to fund the proposed agreement

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years by using revenue generated by the Governor's proposed LCFF.

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**FORM FOR PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT  
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756  
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2 )**

**Marysville Joint Unified**

**SCHOOL DISTRICT**

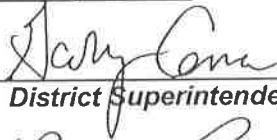
**CERTIFICATION**

*To be signed by the District Superintendent AND Chief Business Official when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.*

*Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.*

*The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.*

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



District Superintendent - signature

7-12-21

Date



Chief Business Official- signature

7-12-21

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on **Tuesday, July 20, 2021** took action to approve the proposed Agreement

with the **AMACE** Bargaining Unit.

\_\_\_\_\_  
President, Governing Board  
(signature)

\_\_\_\_\_  
Date

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June 8, 2021

Marysville Joint Unified School District  
Travis Barnett, Director of Buildings and Grounds  
1919 B Street  
Marysville, CA 95901

RE: Foothill Intermediate School Feasibility Study

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Dear Mr. Barnett,

Thank you for the opportunity to provide a proposal to assist the district with planning the Foothill Intermediate School campus. With over 35 years of planning, building, and maintaining public schools in California, you can feel confident that a thorough and effective review will be provided to the administration and Board of Trustees. This will allow the Board to make effective, data-based decisions.

To effectively conduct this review and develop a Feasibility Facility Plan for Foothill Intermediate School, the initial activities will take place (in consultation with district staff):

1. Site visit
2. Capacity analysis
3. Enrollment projections
4. Instructional delivery methodology

Upon completion of the initial steps, the following analysis will be conducted:

5. Existing core facilities, including administration, rest rooms, and nutrition
6. Code compliance issues
7. Cost of maintaining existing portable classrooms
8. Options to replace portable classrooms with permanent structure (P2P)

After analysis, the findings will be issued and recommendations will be provided:

9. Solutions to findings including

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Business Services Department  
Approval:   
Date: 7-1-21





- a. P2P best options
  - b. Address core facilities needs, if any:
10. Funding opportunities
11. Recommendations

### Proposal

Work to be performed and billed at completion at \$125 per hour not to exceed \$2500, plus \$500 in reimbursables authorized by district.

Again, thank you for the opportunity.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joe Dixon".

Joe Dixon, President