



**Martinez Unified School District
AGREEMENT FOR PERSONAL SERVICES**

THIS AGREEMENT is hereby entered into by the MARTINEZ UNIFIED SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and:

Counseling Options and Parent Education Family Support Center, Inc.,

CONSULTANT

SOCIAL SECURITY NUMBER

MAILING ADDRESS

CITY

STATE

ZIP

Here-in-after referred to as CONSULTANT.

CONSULTANT agrees to provide to DISTRICT the services enumerated in Section H of this Agreement under the following terms and conditions:

- A. Services shall begin on December 1, 2016 and shall be completed on or before June 30, 2017.
- B. CONSULTANT understands and agrees that he or she, and all of his or her employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions including Unemployment Insurance, Social Security, and Income Taxes with respect to CONSULTANT'S employees.
- C. CONSULTANT shall furnish, at his own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONSULTANT is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONSULTANT'S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONSULTANT, and/or the CONSULTANT'S employees or agents.

F. CONSULTANT shall provide DISTRICT with a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the DISTRICT.

G. CONSULTANT shall comply with the provisions of Ed Code regarding the submission of fingerprints to the California Department of Justice. The CONSULTANT is required to fulfill these requirements at its own expense.

_____ are subject to fingerprinting requirements (will be working with students unsupervised)

* are not subject to the fingerprinting requirements (will not be working with students, or not without constant, direct supervision by an credentialed employee of the District)

_____ * Fingerprints are already on file with the District

(* Waiver on page 3 of this Agreement must be signed by the District Representative authorized to sign this agreement)

H. Services to be rendered to the DISTRICT by the CONSULTANT are as follows:
Patent Education for EL families, seminars.

Attach additional information as Exhibit A "Scope of Services" if needed

I. Support services to be provided by the District include: (List such items as office space, telephone, photocopier, clerical, office supplies etc.).

J. DISTRICT may at any time terminate this Agreement upon written notice to the CONSULTANT. DISTRICT shall compensate CONSULTANT for services satisfactorily provided through the date of termination.

K. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. CONSULTANT shall not engage in unlawful discrimination in the employment persons because of race, color, national origin, age, ancestry, religion, sex, marital status, medical condition or physical handicap.

L. Payments will be made by the DISTRICT to the CONSULTANT as follows: *As Invoiced and not to exceed \$2,490.00.*

This Agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.

THIS AGREEMENT IS ENTERED INTO THIS 20th DAY OF December, 2016.

FOR THE DISTRICT (ORIGINATOR):

[Signature]
NAME

Coordinator
TITLE

12-21-16
DATE

FOR THE CONSULTANT:

[Signature]
NAME

Executive Director
TITLE

12/21/16
DATE

CHIEF BUSINESS OFFICIAL, MUSD

DATE:

DATE OF BOARD APPROVAL: _____

.....
NOTE: PARAGRAPHS "F" AND "G" ABOVE ARE HEREBY WAIVED IF THIS WAIVER IS SIGNED BELOW BY THE DISTRICT REPRESENTATIVE WHO HAS AUTHORIZED THIS AGREEMENT BY SIGNING ABOVE.

F) Fingerprint Requirement Waiver:

Consultant will not be working with students

Representative verifies that fingerprints for the Consultant are currently on file with MUSD

G) Insurance Requirement Waiver (Consultant is unable to obtain the required coverage, the service is deemed to be both beneficial and low risk, and there is no reasonable alternative services provider).

Authorized Signature

Date



PERSONAL SERVICES REQUEST

Date Submitted 12-21-16 Board Date Requested _____
(Must be submitted at least fifteen (15) calendar days prior to Board Meeting)

Legal Name of Contractor Counseling Options and Parent Education Family Support Center, Inc.
, (C.O.P.E.)
Address _____

Street _____ City _____ State _____ Zip _____
Description of Service: *Parent Education for EL families, seminars.*

Date(s) of Service: To be determined (TBD) based on participant enrollment _____
Fee: \$ 415.00 (X)Single Amount ()Hour ()Month ()Other: _____
Total not to exceed: \$ 2,490.00 (X) including expenses ()plus expenses: _____
Payment date(s) requested: (X) upon completion ()end of month Other: _____
Payment address (if different from above): _____
District Contact Person: Jessica Conkle Extension No. 5966
Contractor Contact Person: Misty Smith Telephone No. 925-206-8583
Contractor E-mail Address: misty.smith@copefamilysupport.org

SITE ADMINISTRATOR

[Signature]
Site Administrator
Date 12-21-16

BUSINESS OFFICE

Chief Business Official
Date _____

ROUTING, FISCAL SERVICES DEPARTMENT:

1) Received by: _____ Date: _____ Signature: _____

Documents Complete _____ Documents Incomplete (Return to Originator): _____

Funding Source (SACS Code): _____

2) Board Approved (Date): _____ CBO Signature: _____

3) Requisition Completed By: _____ Date: _____ Signature: _____

4) Purchase Order Completed By: _____ Date: _____ Signature: _____

5) Verification of Fingerprints Received By: _____ Date: _____ Signature: _____

6) Accounts Payable returns copy of Personal Services Request to Originator.

SERVICE AGREEMENT

This is to confirm the provision of services to parents of Martinez Unified School District by Counseling Options & Parent Education (C.O.P.E.) which will provide Parent Education workshops as described below.

EFFECTIVE DATE: This agreement will commence on 12/1/2016 and end on 6/30/17.

DESCRIPTION OF SERVICES: The series of seminars for large groups of parents focuses on positive ways to promote children's development. Each seminar is 2 hours long and includes an informational presentation followed by a question and answer session. Participants will receive a Tip-sheet with the information learned. The seminar series will be offered in both English and Spanish for a total of 3 seminars for each language, totaling 6 for this agreement.

| Seminar #1: The Power of Positive Parenting (1) English & (1) Spanish February, 2017 | Seminar #2: Raising Confident, Competent Children (1) English & (1) Spanish March, 2017 | Seminar #3: Raising Resilient Children (1) English & (1) Spanish April, 2017 |
|--|--|--|
| <p>Introduces participants to the five core principles of positive parenting. Topics include:</p> <ul style="list-style-type: none"> ▪ Creating a safe, engaging environment ▪ Having a positive learning environment ▪ Using assertive discipline ▪ Having reasonable expectations ▪ Taking care of yourself as a parent | <p>Introduces participants to strategies that help children develop social, interpersonal and intellectual competence. Topics include:</p> <ul style="list-style-type: none"> ▪ Showing respect to others ▪ Being considerate ▪ Having good communication and social skills ▪ Having healthy self-esteem ▪ Becoming a good problem solver ▪ Becoming independent | <p>Introduces participants to strategies that help children develop emotional coping strategies for dealing with their feelings and coping with life stressors. Topics include:</p> <ul style="list-style-type: none"> ▪ Recognize, understand and accept feelings ▪ Express feelings appropriately ▪ Develop a positive outlook ▪ Develop effective ways to cope ▪ Deal with negative feelings in a positive way ▪ Manage stressful life events effectively |

REPORTING: Counseling Options & Parent Education, Inc. will provide an End of Seminar Series Report to Martinez Unified School District identifying demographic information of participants in the workshops.

LOCATION: These services shall be provided at the following location:

Las Juntas Elementary School
4105 Pacheco Blvd.
Martinez, CA 94553

FINANCIAL COMMITMENTS: Martinez Unified School District will reimburse Counseling Options & Parent Education for services rendered up to \$2,490. Service provision will vary depending on program participants. Fee schedule is as follows:

| | |
|--|--|
| 12-15 Participants Per Workshop: \$300.00 | 16-30 Participants Per Workshop: \$415.00 |
|--|--|

Payment of Services: Martinez Unified School District will pay invoice within 15 days upon receipt of invoice submitted for services after each seminar session(s). Each invoice will include a client attendance roster with the following information:

- Name of participants attending each workshop

MARTINEZ UNIFIED SCHOOL DISTRICT RESPONSIBILITIES:

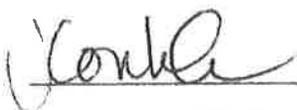
- Outreach and recruit a minimum of 12 parents for each workshop
- Ensure that Practitioner(s) have access to the site/room
- Provide snacks for each of the six (6) seminar workshops
- Provide childcare for each of the six (6) seminar workshops

COUNSELING OPTIONS & PARENT EDUCATION RESPONSIBILITIES:

- Provide one (1) Triple P accredited Practitioner for workshops attended by up to 15 parents, two (2) Triple P accredited Practitioners for workshops attended by 16+ parents
- Document demographic and attendance information of workshop participants
- Provide materials: Tip sheets for up to 30 parents, more than 30 parents will incur additional charges to be added to the invoice.

- 1) **TERMINATION OF SERVICES:** (a) The Agreement may be terminated by either party for any reason upon thirty (30) days written notice.
- 2) **HOLD HARMLESS:** Each agency that is a party to this agreement shall defend, hold harmless and indemnify the other - including its officers, agents and employees - from all liabilities and claims for damages for death, sickness or injury to person or property, including, without limitation, all consequential damages from any cause whatsoever arising from or connected with their own operations.
- 3) **TRANSPORTATION EXCLUSION:** C.O.P.E. Family Support Center will not transport clients in personal vehicle.
- 4) **PROFESSIONAL STANDARDS:** Both agencies that are party to this agreement commit to maintain full compliance with HIPPA and all other applicable legal and ethical standards regarding confidentiality.
- 5) **APPROVAL:** The signatures below affirm each agency's commitment to the terms and conditions of this agreement.

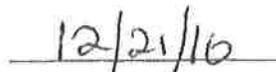
On Behalf of Martinez Unified School District



NAME

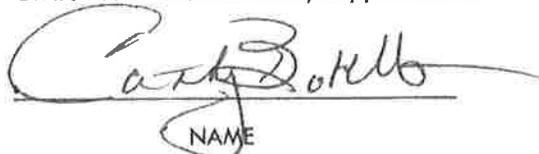


TITLE



DATE

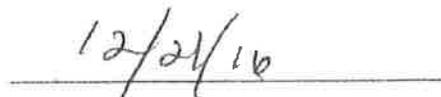
On behalf of C.O.P.E. Family Support Center



NAME



TITLE



DATE



Diane Deshler
Martinez Unified School District
921 Susana St.
Martinez, CA 94553

January 5th, 2017

RE: NATURAL GAS PURCHASE AGREEMENT AMENDMENT

BY THIS AMENDMENT of the Natural Gas Purchase Agreement between Commercial Energy of Montana, Inc., dba Commercial Energy of California (Seller), and Martinez Unified School District (Buyer), the following contract changes (4 pages) have been mutually approved (please select one of the price options):

1. The term of the Agreement is extended from **February 1st, 2017 until January 31st, 2018.**
2. Natural gas will be measured and billed on the basis of therms delivered to the Buyer's meter(s). Interstate transportation and gas storage costs paid to Pacific Gas & Electric Company (Utility) as part of Utility's procurement costs will be borne by Seller. Buyer's monthly price paid to Seller does not include Utility's customer charge(s) or transportation charge(s). Those charges are published from time-to-time by Utility.
3. Please select and initial one of the risk management methods offered below is **effective February 1st, 2017:**
 - a. **_____ COLLARED PRICE:**
Buyer pays for each therm of natural gas delivered each month at a monthly price that is capped at **\$0.530 per therm** and floored at **\$0.347 per therm**. Monthly natural gas price is determined by taking the month's PG&E Citygate Monthly Index Price (as published in Natural Gas Intelligence, Inc. - www.naturalgasintel.com) plus Seller's risk management fee of **\$0.035 per therm** and the monthly Stranded Pipeline Capacity Charge (SPCC) of **\$0.030 per therm** within the collared range for a term. Buyer's monthly price paid to Seller does not include Utility's shrinkage allowance.
4. **UTILITY SERVICE RATE ADJUSTMENT:** Seller will perform for the Buyer an audit of Utility charges for transportation, transmission, or distribution delivery services, and utility user taxes for electricity and natural gas. Should Seller find a potential reduction in these fees, Seller will provide Buyer with a findings letter to reduce these fees, as well as to obtain potential refund(s) from Utility for previous overcharges. If Seller is successful in obtaining either reductions in fees or refunds from Utility, Seller will receive 33% of the savings generated for a period of 24 months. Seller's costs to capture these savings and/or refunds will be borne by Seller.
5. **MONITORING and VERIFICATION:** Buyer will provide to Seller all necessary or sufficient information to assist Seller in meeting Seller's balancing and nominating duties on behalf of Buyer, including authorizing Seller the right to access Buyer's Utility SmartMeter Accounts to retrieve, analyze, store, and compile consumption and other data. Buyer will provide Seller its passwords, usernames, and/or login information required for Buyer to access the data from the Utility. Username: _____ Password: _____. Seller is responsible for obtaining and maintaining, at its sole cost and expense, any hardware, equipment, third party software, or other support and maintenance services related to the foregoing.



6. **EXTENSION:** If neither party sends a written non-renewal notice to the other party at least fifteen (15) days prior to the beginning of the last delivery month, this Agreement automatically extends monthly at: (1) the same terms as in this Agreement; or (2) monthly price based on the month's PG&E Citygate Monthly Index Price (as published in NGI - www.naturalgasintel.com) plus Seller's risk management fee of **\$0.055 per therm**, whichever is greater, plus Seller's risk management fee of 5.0% on the PG&E Citygate Monthly Index Price. For Core Service (GNR-1, GNR-2, GM, G1, GS or GT), Seller must also bill the monthly Stranded Pipeline Capacity Charge (SPCC) published in Table 6 of the Crossborder Energy Study (currently \$0.042/therm from April 1, 2015). Buyer's monthly price paid to Seller does not include Utility's shrinkage allowance.

BLEND & EXTEND:

On a monthly basis, Buyer may request Seller to provide an additional twelve (12) months to existing Agreement. This extension offer will blend the costs of the remaining term of existing Agreement with the costs of the additional months of the extended Agreement.

This offer is valid if initialed, signed and returned via fax or email by **January 9th, 2017** by 5pm Pacific Time. Should you have any questions, please call me. Thank you again for your business.

OFFERED BY:
Commercial Energy of Montana Inc.

ACCEPTED BY:
Martinez Unified School District

Date: _____
Curry Stypula, President

Date: _____
Diane Deshler, Authorized Signer

Printed Name



GENERAL CONDITIONS

VOLUME OBLIGATIONS: Buyer will purchase all natural gas measured at the locations listed on Page 1 or Attachment A (if any) of this Agreement from Seller during the term of this Agreement. Seller will deliver and supply all necessary natural gas to meet Buyer's daily requirements. Seller shall be responsible for any shortfalls and/or penalties as a result of any out of balance situations other than those arising from Buyer consuming more than its Maximum Daily Quantity (MDQ) on a Utility declared Operational Flow Order (OFO) or Emergency Flow Order (EFO) day. Buyer will curtail natural gas consumption below Buyer's MDQ if directed by the Utility due to a utility declared Operational Flow Order (OFO) or Emergency Flow Order (EFO) day.

PAYMENTS: Billing and collection of Buyer's account will be performed by the Utility. Buyer will abide by all terms of payment as provided within the monthly Utility billing statement. Payments not received by Utility and/or Seller by the due date incur a twenty five dollar (\$25) administrative charge per past due meter account. Interest on late payments of all undisputed amounts accrues from the due date until the date of payment at the rate of twelve percent (12%) annually, or the maximum applicable lawful interest rate, whichever is less. Seller cannot be compelled to assign Buyer's transportation and storage management to another provider until such time as the amount due, including interest, is paid. However, if Buyer, in good faith, disputes the amount of any such billing or part thereof, and shall pay such amounts as it concedes to be correct, no suspension shall be permitted. Such disputes shall be resolved through arbitration.

VENDOR MASTERFILE: To ensure Seller receives all vendor notifications, Seller shall provide a W-9 for the Buyer to establish the Seller as a vendor within their Accounts Payable masterfile at time of initial contract acceptance.

CHANGE IN METER STATUS: In the event that any meter(s) disconnect, outstanding balances shall be treated as follows:

- (a) If other meter(s) are enrolled under this contract, balances from the disconnected meter will be transferred, and become due and payable.
- (b) Should all meters covered within this contract be disconnected, Seller will prepare and submit final bill inclusive of any outstanding balances, whether billed directly by the Seller or the Utility.

JURISDICTION: This Agreement shall be construed under the laws of the State of California.

ASSIGNMENT: Neither party will assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party. Consent to assignment shall not be unreasonably withheld.

TITLE AND WARRANTIES: Seller warrants that it will transfer good and merchantable title to all natural gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances and claims. Title and right of possession to all natural gas sold and delivered hereunder shall pass from Seller to Buyer at the Delivery Point, which shall mean the Buyer's Utility meter.

FORCE MAJEURE: If either party due to a condition of force majeure is unable to perform any obligation or condition of this Agreement, with the exception of paying debt, such obligation shall be suspended during the continuance of the inability. Force majeure shall include, without limitations, acts of God, failure of any pipeline or utility to accept or transport gas, strikes, lockouts, or labor disputes, fire, flood, storms, hurricanes or other natural occurrences, or any similar cause which is beyond the reasonable control of the party claiming force majeure. Economic hardship of either party shall not constitute a Force Majeure under this Agreement. A party that is delayed in performing or rendered unable to fulfill any of its obligations under this Agreement by Force Majeure shall notify the other party in writing as soon as possible and shall exercise due diligence to attempt to remove such inability with all reasonable dispatch.

CREDIT: Buyer credit standing is essential to Seller entering into and performing its obligations under this Agreement. Should Seller, at any time, become reasonably concerned about Buyer's credit quality (as a result, for instance, of two late payments in a six-month period or a credit rating agency red flag), Seller may require and Buyer will provide credit assurance in the form of a prepayment or cash deposit up to the amount of sixty (60) days exposure plus the Contract Value minus the Market Value for the remaining term. Seller will reasonably determine this amount, which must be funded within ten (10) business days of written request. Failure to fund the request is a Default event of the Buyer.

FORWARD CONTRACT/EARLY TERMINATION: This Agreement is a forward contract under the Federal Bankruptcy Code. In the event that Buyer or Seller shall: i) make an assignment or any general arrangement for the benefit of creditors; ii) file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it, iii) otherwise become insolvent, then such party will be in Default of this Agreement and this Agreement will terminate immediately. Seller shall have the right to suspend deliveries without prior notice. Buyer's early termination without cause shall be an event of default of this Agreement.

DEFAULT: In the event either party defaults ("Defaulting Party") in its obligations under the terms of this Agreement to the other party ("Performing Party") except to the extent excused by Force Majeure under this Agreement (which shall not include a delay in payment that is cured within 5 (five) business days of a written demand or any other failure of performance that is cured within 10 (ten) business days of a written demand



from the Performing Party for corrective action), Performing Party shall have the right to establish an early termination date to this Agreement upon 10 business days written notice to the Defaulting Party. The Performing Party shall act reasonably to minimize its damages.

DISPUTE RESOLUTION AND ARBITRATION: The parties shall attempt to resolve any claim or dispute through good faith negotiations. Upon failure of such negotiations, all claims and disputes that (1) are between Seller and Buyer and (2) arise out of, or relate to, this Agreement between Seller and Buyer or to their performance or breach (including any tort or statutory claim) ("Arbitrable Claims"), shall be arbitrated under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), in English within the state of California, within the County of Alameda, before one neutral arbitrator who shall be a member of the AAA's Large Complex Case Panel. Upon the reasonable request of a party, specific documents relevant to the claim or dispute in the possession of the other party shall be made available to the requesting party not later than sixty (60) days after the demand for arbitration is served. The arbitrator may permit depositions or other discovery deemed necessary for a fair hearing. The hearing may not exceed two days. The award shall be rendered within 120 days of the demand for arbitration. The arbitrator may award interim and final injunctive relief and other remedies, but may not award punitive damages. No time limit herein is jurisdictional. Any award of the arbitrator (including awards of interim or final remedies) may be confirmed or enforced in any court having jurisdiction. Notwithstanding the above, Buyer or Seller may bring court proceedings or claims against each other (i) solely as part of separate litigation commenced by an unrelated third party, or (ii) if not first sought from the arbitrator, solely to obtain in the state or federal courts in or for the state of California temporary or preliminary injunctive relief or other interim remedies pending conclusion of the arbitration.

REMEDIES IN THE EVENT OF DEFAULT:

If Seller terminates this Agreement upon the default of Buyer, or Buyer terminates without cause, Buyer will pay Seller the following early termination payment, if a positive number: Contract Value minus Market Value.

If Buyer terminates this Agreement upon the default of Seller, Seller will pay Buyer the following early termination payment, if a positive number: Market Value minus Contract Value.

For purposes of this Section, "Contract Value" means the contract price of natural gas, per term hereunder, times Remaining Anticipated Usage. "Market Value" means the amount, as determined by the Non-Defaulting Party, less Costs, a bona fide third party would purchase or sell for the Remaining Anticipated Usage over the remaining term of the Agreement at current forward market prices. In determining "Market Value", the Non-Defaulting Party may consider, among other things, quotes from dealers in the wholesale energy industry, forward price valuations developed by the Non-Defaulting Party, and other bona fide offers from third parties, all as commercially available and adjusted for the length of the Remaining Term, as the Non-Defaulting Party reasonably determines. "Costs" mean brokerage fees, commissions and similar transaction costs reasonably incurred by, or on behalf of, the Non-Defaulting Party in terminating or liquidating any arrangement pursuant to which it has hedged its obligations, and attorneys' fees, expenses and costs, if any, incurred in connection with enforcing its rights under this Agreement. "Remaining Anticipated Usage" means the historical usage (in therms), for the remaining term of the Agreement.

If Seller Defaults on the Agreement and the Buyer finds a replacement alternate supplier, Seller should take direction from Buyer with regards to switching the accounts.

After termination, cancellation, or expiration, Buyer agrees that it will remit full payment of all amounts due under this Agreement within the Final Payment Period (which will be deemed to be the 20-day period following receipt of the invoice for the last period of deliveries hereunder). The applicable provisions of this Agreement will continue in effect after termination, cancellation, or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, and with respect to any other payment obligations hereunder. Buyer is responsible for all collection costs incurred by seller in the event of nonpayment.

SURVIVAL: Termination of this Agreement shall not relieve either Party from an obligation under this Agreement to pay amounts due to the other Party that were incurred prior to termination.

LIMITATION OF LIABILITY: FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.



Exhibit A

| Address | City | State | Zip | SAID | Meter |
|-------------------------|----------|-------|-------|------------|----------|
| 4105 PACHECO BLVD | MARTINEZ | CA | 94553 | 2158030015 | 60901070 |
| 150 E ST | MARTINEZ | CA | 94553 | 2158030035 | 39851207 |
| 600 F ST | MARTINEZ | CA | 94553 | 2158030045 | 36885123 |
| 1200 MORELLO PARK DR | MARTINEZ | CA | 94553 | 2158030065 | 42406815 |
| 920 SUSANA ST | MARTINEZ | CA | 94553 | 2158030120 | 27729812 |
| 1600 COURT ST | MARTINEZ | CA | 94553 | 2158030130 | 47264723 |
| 921 SUSANA ST | MARTINEZ | CA | 94553 | 2158030668 | 57223958 |
| 4955 ALHAMBRA VALLEY RD | MARTINEZ | CA | 94553 | 2158030145 | 32525152 |
| 205 VISTA WAY | MARTINEZ | CA | 94553 | 2158030165 | 000932-A |
| 600 F ST | MARTINEZ | CA | 94553 | 2158030140 | 41872732 |
| 150 E ST | MARTINEZ | CA | 94553 | 2158030040 | 42427693 |



Martinez Unified School District AGREEMENT FOR PERSONAL SERVICES

THIS AGREEMENT is hereby entered into by the MARTINEZ UNIFIED SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and:

Follett School Solutions Inc

CONSULTANT

SOCIAL SECURITY NUMBER

MAILING ADDRESS _____

CITY _____

STATE _____

ZIP _____

Here-in-after referred to as CONSULTANT.

CONSULTANT agrees to provide to DISTRICT the services enumerated in Section H of this Agreement under the following terms and conditions:

- A. Services shall begin on _____ and shall be completed on or before 3/24/17.
- B. CONSULTANT understands and agrees that he or she, and all of his or her employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions including Unemployment Insurance, Social Security, and Income Taxes with respect to CONSULTANT'S employees.
- C. CONSULTANT shall furnish, at his own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONSULTANT is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONSULTANT'S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONSULTANT, and/or the CONSULTANT'S employees or agents.

F. CONSULTANT shall provide DISTRICT with a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the DISTRICT.

G. CONSULTANT shall comply with the provisions of Ed Code regarding the submission of fingerprints to the California Department of Justice. The CONSULTANT is required to fulfill these requirements at its own expense.

_____ are subject to fingerprinting requirements (will be working with students unsupervised)

 X * are not subject to the fingerprinting requirements (will not be working with students, or not without constant, direct supervision by an credentialed employee of the District)

_____ * Fingerprints are already on file with the District

(* Waiver on page 3 of this Agreement must be signed by the District Representative authorized to sign this agreement)

H. Services to be rendered to the DISTRICT by the CONSULTANT are as follows:

~~Upgrade to Textbook & Resource Manager Bundle Promo. Proposal attached.~~

Attach additional information as Exhibit A "Scope of Services" if needed

I. Support services to be provided by the District include: (List such items as office space, telephone, photocopier, clerical, office supplies etc.).

~~See attached proposal~~

J. DISTRICT may at any time terminate this Agreement upon written notice to the CONSULTANT. DISTRICT shall compensate CONSULTANT for services satisfactorily provided through the date of termination.

K. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. CONSULTANT shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex, marital status, medical condition or physical handicap.

L. Payments will be made by the DISTRICT to the CONSULTANT as follows:

~~One-time payment per proposal.~~

This Agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.

THIS AGREEMENT IS ENTERED INTO THIS 13 DAY OF December, 2016.

FOR THE DISTRICT (ORIGINATOR):

FOR THE CONSULTANT:

NAME

Patrick Sullivan

NAME

TITLE

Finance Compliance Manager

TITLE

DATE

12/13/2016

DATE

CHIEF BUSINESS OFFICIAL, MUSD

DATE:

DATE OF BOARD APPROVAL: _____

.....
NOTE: PARAGRAPHS "F" AND "G" ABOVE ARE HEREBY WAIVED IF THIS WAIVER IS SIGNED BELOW BY THE DISTRICT REPRESENTATIVE WHO HAS AUTHORIZED THIS AGREEMENT BY SIGNING ABOVE.

F) Fingerprint Requirement Waiver:

Consultant will not be working with students

Representative verifies that fingerprints for the Consultant are currently on file with MUSD

G) Insurance Requirement Waiver (Consultant is unable to obtain the required coverage, the service is deemed to be both beneficial and low risk, and there is no reasonable alternative services provider).

Authorized Signature

Date



Follett School Solutions, Inc.
 1340 Ridgeview Drive
 McHenry, Illinois 60050
 Phone: 888.511.1700
 Fax: 815.759.9831
 www.folletlearning.com

Proposal

Martinez Unified Schools
 Quote # 966412-2
 Customer # 0436586
 January 3, 2017

These prices are valid until March 24, 2017, after which they are subject to change by Follett.

| Summary of Software and Services: Year 1 Costs | | Pricing |
|--|-------|-------------|
| | Price | \$14,191.00 |
| Follett Hosted Service | | |

PN291 – Upgrade to Textbook & Resource Manager Bundle Promo

- Upgrade to Destiny Textbook Manager™ and Destiny Resource Manager™ Bundle Package for two (2) location(s)
 - Online documentation and Help
 - Note: Resource Manager is designed specifically as a tool for District/School resource (non library) management.
 - District already owns Destiny Textbook Manager for same number of sites upgrading to bundle package.

PN294: Resource Manager Promo

- Destiny Resource Manager™ for seven (7) location(s)
 - Online documentation and Help
 - Note: Resource Manager is designed specifically as a tool for District/School resource (non library) management.
- Server maintenance and support

Implementation Services

- **Project Management:** includes a central point of contact during the implementation of the Follett Hosted Service.
- **System Setup:** consists of remote initial setup of district and schools, and initial data load.
- **Technical Administrative Training:** consists of remote brief technical training for the Follett Hosted Service. For the most optimal learning experience, we recommend no more than twelve (12) participants.

- **Resource Manager - District Essentials Webinar:** This instructor-led, web-based training focuses on teaching district staff the essential district-level capabilities of Resource Manager. (Maximum: 12 participants).
 - **Understanding Roles and Assigning Permissions:** Ideally scheduled prior to the District Essentials webinar, the Roles and Permissions webinar explains the user hierarchy and the importance of access levels and permissions as they relate to tasks users are able to perform in the software. (Maximum: 12 participants).
- **Resource Manager - Site Essentials Webinar:** This instructor-led, web-based training will focus on teaching school staff the essential school-level capabilities of Resource Manager. Customers may have up to a maximum of twelve (12) participants per Webinar. Attendees who participate in this training will be authorized to contact Follett's toll-free technical support hotline for help.

Follett evaluation of Customer's current data and infrastructure is required in advance of final pricing and agreement. If such evaluation has not been completed, additional products and services may be required that were not previously proposed. The Customer agrees that they are solely responsible for the cost of all products and services requested or required.

The Customer acknowledges and agrees that they may be required to complete and submit a discovery document to Follett. This provides bar code scanner and other related information on a site by site basis prior to data migration. The Customer agrees they will not migrate any data from any existing system into Destiny without authorization in advance by Follett. Follett is not responsible for any costs, services or products that may be required related to unauthorized migration of data by a Customer.

Note: The Follett Destiny Solution is a Schools Interoperability Framework (SIF) certified product based on the US SIF Specification. The Destiny SIF agent and SIF implementation services are sold by Kimono (web.kimonocloud.com).

PERMIT TO USE PROPERTY – WOODBRIDGE CHILDREN’S CENTER

2016-17

1. **Permit** – Martinez Unified School District, 921 Susana Street, Martinez (hereinafter District), hereby authorizes WOODBRIDGE CHILDREN’S CENTER, (hereinafter Woodbridge) to use certain District property on the terms specified below.

2. **Duration** – The term of this permit shall commence September 1, 2016 and end August 31, 2017. It shall be renewed annually provided that Woodbridge seeks such renewal, that Woodbridge provides a program overview and fiscal report on the preceding school year operation to the District each year, and that the District does not require the use of the relocatables for its own operations.

3. **Purpose** – The purpose of this permit is to make available quality child care before and after school to students at the Morello Park, John Muir, John Swett and Las Juntas Elementary Schools. This care will be provided by Woodbridge located on District property in relocatables acquired by Woodbridge.

4. **Use of Relocatables** – Woodbridge is permitted to use the space on which its relocatable classrooms have been installed on the District’s real property.

4.1 Woodbridge shall obtain and pay for all necessary permits and approvals from government agencies and installation costs required by this permit prior to occupancy.

5. **Fees for Use of District Classrooms/Multi Use Rooms/Fields/Cleaning Products** – Woodbridge will pay the District an annual fee of \$6,800 for use of District rooms and restroom paper and cleaning products.

6. **Nature of Use** – Woodbridge shall have the use of the relocatables for child care purposes during hours agreeable to the District. District shall make available restroom, multi-use room and playground facilities to Woodbridge on terms agreeable to the school principal.

6.1 Woodbridge’s use of District property under this permit shall be limited to child care purposes.

6.2 District may use the relocatable classrooms for its purposes when they are not being used by Woodbridge provided such use is compatible with the Woodbridge

program and will not impair the structure or value of the relocatable. Prior notice of such intended use shall be given to Woodbridge by District.

6.3 The premises shall not be used or permitted to be used in whole or in part during the term of this permit for any purpose or use in violation of the applicable laws or ordinances, and Woodbridge agrees that at all times during the term of the permit to comply with any and all federal, state or municipal regulations or ordinances now or hereafter enacted concerning the premises.

7. **Repairs/Alterations/Utilities** - Woodbridge shall maintain the relocatables in good condition at its expense at John Swett, John Muir, Morello Park and Las Juntas. District shall maintain the grounds on which the relocatables are located.

7.1 In years when any of the elementary sites undergoes full exterior painting, the relocatable exteriors shall also be repainted. Woodbridge shall have two options for repainting: a) The district shall include the relocatable in the full exterior paint job for each site, using its own contractor. The cost of painting the relocatable shall be billed back to Woodbridge, which may be paid in installments by the end of the current contract term; or b) contractor, using one of the district-approved colors (samples to be provided by district staff).

7.2 Woodbridge shall make no alterations to the relocatables without District's prior written consent. Any approved alterations shall be at Woodbridge's expense.

7.3 District shall monitor usage of water and PG&E at Las-Juntas, John Swett, John Muir and Morello Park and Woodbridge shall reimburse the District accordingly on a quarterly basis. The District will assess Woodbridge a refuse disposal fee equivalent to the prorated cost of trash service per classroom times the number of relocatables Woodbridge places on a site on an annual basis. The refuse fee will increase annually based on the consumer price index.

8. **Assignment/Sublet** – Woodbridge shall not assign, sublet or otherwise transfer or encumber any interest it has under this permit or allow any other party any use whatsoever of the relocatables without prior written consent from the District.

9. **Entry and Inspection** – District may enter upon said premises at any and all reasonable times during the term of this permit for the purpose of determining whether Woodbridge is complying with the terms and conditions or the permit, or for any other purpose incidental to the rights of the District.

10. **Liability Insurance** – Woodbridge shall provide public liability insurance and property damage insurance for Woodbridge and include the District as an “Additional Insured” in Woodbridge’s insurance policies, insuring against all liability of Woodbridge and the District and their authorized representatives arising out of and in connection with Woodbridge’s use or occupancy of the premises. Woodbridge shall acquire liability insurance acceptable to the District and shall provide the District with a “Certificate of Insurance.”

11. **Casualty Insurance** – Woodbridge shall provide casualty insurance, including fire and vandalism insurance for Woodbridge’s relocatable classrooms, naming the District as Additional Insured. Woodbridge at its cost shall repair all damage not covered by insurance. Woodbridge agrees to pay the additional insurance premium resulting from Woodbridge’s including the District in Woodbridge’s fire and vandalism insurance coverage. Woodbridge shall acquire casualty insurance acceptable to the District, and shall provide the District with a “Certificate of Insurance.”

12. **Operating Agreement** – Because of the proximity of Woodbridge operations to District school programs and because of the interest District has in the quality of extended care provided by Woodbridge, Woodbridge agrees to keep the District and the principal of the school where the relocatable is located advised of Woodbridge’s operations and agrees to meet with District’s employees and agents on a frequent basis.

12.1 If operational problems develop that are not resolved to the satisfaction of District, District shall have the right to terminate this permit thirty (30) days after written notice of intent to terminate is provided to Woodbridge.

13. **Termination/Default** -

13.1 **Termination by Notice** – The District may terminate this permit by giving Woodbridge sixty (60) days’ written notice.

13.2. **Default/Breach** – In the event that Woodbridge defaults in any fee owed under this permit, fails to provide child care on a daily basis, breaches any other term of this permit or the District receives notice that Woodbridge has defaulted in another legal obligation; the District may immediately terminate this permit.

13.3 **Bankruptcy or Insolvency** – This permit, at the option of the District, shall immediately cease and terminate upon the happening of any of the following events:

- a. The filing of a petition for any proceeding under the Bankruptcy Act or any amendment thereto by Woodbridge or any person against Woodbridge.
- b. A finding or judgment of insolvency of Woodbridge.
- c. An assignment for the benefit of creditors by Woodbridge.
- d. The levying of a writ of execution on the business of Woodbridge or on the assets of Woodbridge located on the premises, which is not discharged within five (5) days after the date of said levying.
- e. The appointment of a receiver to take possession of the premises or the assets of Woodbridge.

13.4 Disposition of Relocatables – If this permit terminates for any reason or is not renewed, the disposition of the relocatables shall be as follows:

a. At John Swett, Las Juntas, John Muir, Morello Park and all future sites: Woodbridge shall immediately offer to District or its designee all right, title and/or interest which Woodbridge may have in the relocatables on those sites in exchange for District payment in accord with Exhibit A less fees owed the District or damages pursuant to 13.4b below.

b. If the termination is at Woodbridge's option or due to Woodbridge's conduct pursuant to Sections 12, 13.2, or 13.3, Woodbridge shall also be liable for District costs including reasonable attorney's fees and court costs, necessary to compensate District for all detriment caused by Woodbridge's act of default or which in the ordinary course of things would be likely to result therefrom.

13.5 Woodbridge shall cooperate with District if District elects to continue child care program on its own or with another provider.

14. Destruction of Premises – In case the premises are totally destroyed by any cause whatever prior to the commencement of or during the term of this agreement, or in case the subject premises or other portions of the Morello Park, John Swett, Las Juntas or John Muir property (including, but not limited to, the playing fields, parking area and grounds) are partly destroyed or damaged in a manner which materially and substantially impairs Woodbridge's overall use of the subject premises for the purposes specified in this agreement, then this permit shall thereupon immediately terminate and neither party hereto shall have any further rights or be under any further obligations on account of this agreement,

except Woodbridge for fees or costs due; and, if Woodbridge is not then in default in the performance of any of its obligations under this agreement, District shall refund to Woodbridge any unearned fees paid in advance by Woodbridge. In case the subject premises are partly destroyed or damaged in a manner which does not cause such material and substantial impairment to Woodbridge's overall use, but does make portions of said premises unusable by Woodbridge for the purposes specified herein, District shall assist Woodbridge until said portions are again usable by Woodbridge for said purposes.

15. Hold Harmless – Woodbridge shall save and hold harmless, defend, and indemnify the District from any and all liability and expense on account of any suits, verdicts, judgments, costs or claims of any nature or kind arising out of, or in any way connected with Woodbridge's operations upon the property.

16. Attorney's Fees – If either party becomes a party to any litigation concerning this agreement, the premises, or the relocatable classrooms or other improvements in which the premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorney's fees and court costs incurred by it in the litigation.

16.1 If either party commences an action against the other party arising out of or in connection with this permit, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

17. Miscellaneous –

17.1 District shall not be responsible for damage to or loss of personal property of Woodbridge stored or used on subject premises.

17.2 District consents to the erection of a sign designated "Woodbridge Children's Center." Woodbridge is responsible for purchasing and installing the sign in an area that is agreeable to the District.

17.3 Lock work will be done by District in order that Woodbridge's lock and key system will be a part of District's master lock and key system. Woodbridge will pay costs of lock work done by District. Initial rekeying lock services and the beginning of the agreement will be done by District at no cost to Woodbridge.

17.4. District students will be given first consideration and placement in the extended child care center operated by Woodbridge.

17.5 Woodbridge shall provide quarterly financial statements to the District showing its income and liabilities and shall provide District with all other documents regarding its financial status which it provides to its board.

18. **Entire Agreement** – This permit constitutes the entire agreement of the parties in respect to the subject thereof, and there are no oral agreements between the parties. No changes in this permit shall be made except in writing and signed by both District and Woodbridge.

MARTINEZ UNIFIED SCHOOL DISTRICT

By: _____
Diane Deshler, Chief Business Official

Dated: _____

Approved by Board of Education: _____

WOODBIDGE CHILDREN'S CENTER

By: _____
Mary Waltz, Executive Director

Dated: _____

Attachment: Exhibit A