

Central Unified  
4605 N. Polk Avenue  
Fresno CA 93722

<b>Purchase Order No.</b>
The number below MUST appear on all invoices, pkgs., etc.
183190
Order Date: 10/26/2017

(559) 274-4700 FAX: ( )

*cc: Anita L.*

Invoice To:

Ship Prepaid To:

.CENTRAL UNIFIED SCHOOL DISTRICT ACCOUNTS PAYABLE(559-274-4700) 4605 N POLK FRESNO CA 93722-5334	6300 - CENTRAL USD INSTRUCTIONAL R. DOYLAND 559-274-4700x63191 5652 W. GETTYSBURG FRESNO CA 93722-0000
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TO: VE# 5391 FAX# ( ) - Phone# (559) 291-5428

**EDUCATION AND LEADERSHIP FOUND**  
4290 E ASHLAN AVE  
FRESNO CA 93726

Remit To:

EDUCATION AND LEADERSHIP FOUND  
4290 E ASHLAN AVE  
FRESNO CA 93726-

Quantity Ordered	Unit of Measure	Description of Articles or Service	Unit Price	Total Cost
1	Each	Title I-Presentation for DELAC Parent Leaders regarding DACA Updates, Immigration Remedies, Citizenship, Constitutional Rights, and Higher Education Opportunities. Invoice# 1285  <b>PAY VOUCHER - Original invoice(s) attached and no PO was generated before purchase. Must be pre-authorized by Purchasing before use. *** NO RECEIVER REQUIRED ***</b>  <b>PLEASE use above "SHIP PREPAID TO:" address or delivery will be refused.</b>	\$750.00	\$750.00
			Sub Total:	\$750.00
			Discount:	\$0.00
			Tax:	\$0.00
			P.O. Total:	\$750.00

Requested By: RobinD	Authorized By: tt	Requisition #: 183318
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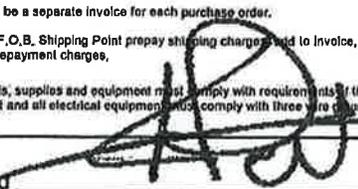
Fu---Re---Y-Gl---Fn---Ob-----Si---RP---Mg  
0100-30100-0-1110-2495-580000-000-6300-6300

Amount \$750.00

1. If unable to fill order or invoice exactly in accordance with description, unit and price hereon, do not ship. Advise us.
2. If price is omitted on order it is agreed that your price will be the lowest prevailing market price.
3. Orders not received on date specified may be cancelled by us.
4. Goods subject to our inspection on arrival.
5. There must be a separate invoice for each purchase order.
6. On orders F.O.B. Shipping Point prepay shipping charges and to invoice, and attach paid freight bill as evidence of prepayment charges.
7. All materials, supplies and equipment must comply with requirements of the California Occupational Safety and Health Act and all electrical equipment must comply with three wire grounding requirements.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the D.I.R. pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Approved: 

NOV 06 2017

## Tatum Toste

---

**From:** Tatum Toste  
**Sent:** Tuesday, November 7, 2017 8:18 AM  
**To:** Annette Grigsby  
**Subject:** RE: r183318  
**Attachments:** Independent Contractor Services Agreement 6-1-16.docx

All vendors performing a service should have an executed contract identifying the scope, term, price and obligations of the two parties. The contract then goes to the Board for either ratification or info/action depending on the price. In the event the vendor does not provide us with a contract, we have a fill in the blank type that was drawn up by Lozano Smith (legal counsel) that may be used. I've attached a copy for reference and use.

Hope that helps clarify-

Also, this is the second instance that they have provided services absent a PO . They will receive a second notice advising of our procedures, policies and requirements, but if there is a third instance FCSS will require we delete them as a vendor and we will be unable to reinstate them for 2 years.

Thank You

Tatum Toste  
Purchasing / Warehouse Manager  
Central Unified School District  
559-274-4700 x63112

*Every Student, Every Classroom, Every Day!*

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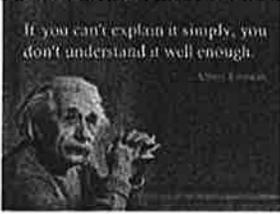
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**From:** Annette Grigsby  
**Sent:** Monday, November 6, 2017 12:23 PM  
**To:** Robin Doyland <rdoyland@centralusd.k12.ca.us>; Tatum Toste <TToste@centralusd.k12.ca.us>  
**Subject:** RE: r183318

They are an outside vendor that presents occasionally to our parents or staff. They are not on contract nor ever have been. We cleared their insurance at the beginning of the year (see Mary Romero). The only thing they are not good about is getting us quotes in advance so we can process a PO Request.

Annette Grigsby-Chamberlain  
Director, State & Federal Programs  
Central Unified School District

274-4700 x. 63146  
[agrigsby@centralusd.k12.ca.us](mailto:agrigsby@centralusd.k12.ca.us)



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**From:** Robin Doyland  
**Sent:** Friday, November 03, 2017 10:42 AM  
**To:** Tatum Toste  
**Cc:** Annette Grigsby  
**Subject:** RE: r183318

I have cc'd Annette on this so that she is also aware since it is concerning Education and Leadership Foundation.

Thank You,

*Robin Doyland*

Central Unified School District  
Educational Services  
District Office Room 6  
(559)274-4700 Ext. 63191  
[rdoyland@centralusd.k12.ca.us](mailto:rdoyland@centralusd.k12.ca.us)

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**From:** Tatum Toste  
**Sent:** Friday, November 03, 2017 10:40 AM  
**To:** Robin Doyland  
**Subject:** FW: r183318

Please make sure in the future that a contract is in place for all services. There should have been an agreement along with a purchase order and adequate insurance prior to their arrival all of which would have been taken to the Board for ratification.

Since a contract was not done, I will need to check with Kelly to see what he would like to do. Perhaps he will just want to take the invoice and PO for ratification or may not want to ratify at all.

Thank You

Tatum Toste  
Purchasing / Warehouse Manager  
Central Unified School District  
559-274-4700 x63112

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**From:** Robin Doyland  
**Sent:** Wednesday, November 1, 2017 2:20 PM  
**To:** Tatum Toste <[TToste@centralusd.k12.ca.us](mailto:TToste@centralusd.k12.ca.us)>  
**Subject:** RE: r183318

There is not a service contract.

---

**From:** Tatum Toste  
**Sent:** Wednesday, November 01, 2017 2:18 PM  
**To:** Robin Doyland  
**Subject:** FW: r183318

Just found this is my spam folder- could you please forward the service contract so I can process?

Thank You

Tatum Toste  
Purchasing / Warehouse Manager  
Central Unified School District  
559-274-4700 x63112

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**From:** Robin Doyland  
**Sent:** Monday, October 30, 2017 11:11 AM  
**To:** Tatum Toste <[TToste@centralusd.k12.ca.us](mailto:TToste@centralusd.k12.ca.us)>  
**Cc:** Annette Grigsby <[agrigsby@centralusd.k12.ca.us](mailto:agrigsby@centralusd.k12.ca.us)>  
**Subject:** RE: r183318

Yes it did and no there was not a prior PO.

---

**From:** Tatum Toste  
**Sent:** Monday, October 30, 2017 10:22 AM  
**To:** Robin Doyland  
**Subject:** FW: r183318

Has the attached already occurred? If so what was the PO number that used to authorize the expense? Also was or is the presentation(s) on our site(s)? If so, can you please forward their approved insurance certificate?

Thank You

Tatum Toste  
Purchasing / Warehouse Manager  
Central Unified School District  
559-274-4700 x63112

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**From:** Annette Grigsby  
**Sent:** Friday, October 27, 2017 4:44 PM  
**To:** Tatum Toste <[TToste@centralusd.k12.ca.us](mailto:TToste@centralusd.k12.ca.us)>  
**Cc:** Robin Doyland <[rdoyland@centralusd.k12.ca.us](mailto:rdoyland@centralusd.k12.ca.us)>  
**Subject:** FW: r183318

approved

---

**From:** Robin Doyland  
**Sent:** Thursday, October 26, 2017 11:15 AM  
**To:** Annette Grigsby <[agrigsby@centralusd.k12.ca.us](mailto:agrigsby@centralusd.k12.ca.us)>  
**Subject:** r183318

## For Approval

*Robin Doyland*  
Central Unified School District  
Educational Services  
District Office Room 6  
(559)274-4700 Ext. 63191  
[rdoyland@centralusd.k12.ca.us](mailto:rdoyland@centralusd.k12.ca.us)

## Tatum Toste

---

**From:** Tatum Toste  
**Sent:** Monday, October 30, 2017 10:22 AM  
**To:** Robin Doyland  
**Subject:** FW: r183318  
**Attachments:** 1048\_001.pdf

NEEDS  
ATTACHMENTS

✓ letter

Has the attached already occurred? If so what was the PO number that used to authorize the expense? Also was or is the presentation(s) on our site(s)? If so, can you please forward their approved insurance certificate?

Thank You

Tatum Toste  
Purchasing / Warehouse Manager  
Central Unified School District  
559-274-4700 x63112

✓ talk to KP.  
-Note to KP  
Regarding Contract

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**To:** Tatum Toste <TToste@centralusd.k12.ca.us>  
**Cc:** Robin Doyland <rdoyland@centralusd.k12.ca.us>  
**Subject:** FW: r183318

approved

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**Sent:** Thursday, October 26, 2017 11:15 AM  
**To:** Annette Grigsby <[agrigsby@centralusd.k12.ca.us](mailto:agrigsby@centralusd.k12.ca.us)>  
**Subject:** r183318

## For Approval

*Robin Doyland*  
Central Unified School District  
Educational Services  
District Office Room 6

(559)274-4700 Ext. 63191  
[rdoyland@centralusd.k12.ca.us](mailto:rdoyland@centralusd.k12.ca.us)

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**To:** Annette Grigsby <agrigsby@centralusd.k12.ca.us>  
**Subject:** r183318

## For Approval

*Robin Doyland*

Central Unified School District  
Educational Services  
District Office Room 6  
(559)274-4700 Ext. 63191  
[rdoyland@centralusd.k12.ca.us](mailto:rdoyland@centralusd.k12.ca.us)

Central Unified  
 4605 N. Polk Avenue  
 Fresno CA 93722

Order Date: 10 / 26 / 2017

Person Requesting:  
 RobinD

Authorization Code:

(559) 274-4700

**Requisition  
 Number:**  
 183318

**Ship Prepaid To:**  
 6300 - CENTRAL USD INSTRUCTIONAL  
 R. BOYLAND 559-274-4700x63191  
 5652 W. GETTYSBURG  
 FRESNO CA 93722-0000

PLEASE BILL IN TRIPPLICATE  
 ATTN: ACCOUNTS PAYABLE

PAY VOUCHER - Original  
 invoice(s) attached and  
 no PO was generated

VE# 5391

Bill To:

EDUCATION AWARDS FOUND  
 4290 E PASHEN AVE  
 FRESNO CA 93722  
 \*\*\* NO RECEIVER REQUIRED  
 \*\*\*

CENTRAL UNIFIED SCHOOL DISTRICT  
 ACCOUNTS PAYABLE(559-274-4700)  
 4605 N POLK  
 FRESNO CA 93722-5334

PLEASE use above "SHIP  
 PREPAID TO:" address or  
 delivery will be  
 refused.

Qty Ordered	Unit Of Measure	Description of Articles or Service	Unit Price	Discount	Total Cost
1	Each	Title I-Presentation for DELAC Parent Leaders regarding DACA Updates, Immigration Remedies, Citizenship, Constitutional Rights, and Higher Education Opportunities. Invoice# 1285	\$750.00	\$0.00	\$750.00

Sub Total: \$750.00  
 Discount: \$0.00  
 Tax: \$0.00  
 Requisition Total: \$750.00

**NOT A PURCHASE ORDER**

I hereby approve this order \* \_\_\_\_\_

Fu-Re-PY-GI-Fn-Ob-SI-RP-Mg	Requisition Total	Total Pre-Encumbrances	Balance (Actual + Encumbrance)
0100-30100-0-1110-2495-580000-000-6300-6300	\$750.00	\$1,500.00	\$2,091.86

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/26/2017

<b>PRODUCER</b> Dority Ins & Fnd Svcs, Inc. 541 Bullard Avenue Clovis CA 93612- (559)323-8787	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Education & Leadership Foundation 4290 E Ashlan Avenue Fresno CA 93726-	INSURER A: Non Profits Ins Alliance of CA	
	INSURER B: Security National Insurance Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	2017-23786-GL-NPO	09/05/2017	09/05/2018	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
A		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	2017-23786-GL-NPO	09/05/2017	09/05/2018	MED EXP (Any one person)	\$ 20,000
A		<input checked="" type="checkbox"/> Professional Liab	2017-23786-GL-NPO	09/05/2017	09/05/2018	PERSONAL & ADV INJURY	\$ 1,000,000
		<input checked="" type="checkbox"/> Improper Sexual Cond				GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPI/OP AGG	\$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	2017-23786-GL-NPO	09/05/2017	09/05/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SWC1146216	03/16/2017	03/16/2018	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A		OTHER	2017-23786-DO-	09/05/2017	09/05/2018	Each Wrongful Act	1,000,000
		Directors & Officers				Annual Aggregate	1,000,000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Central Unified School district, members of the Governing Board, their agents, officers, and employees are additional insureds, but only with respect to work performed under the contract, as per the attached endorsements CG2026 0413 & NIACE61 0217 for GL and AL coverages, including waiver of subrogation.

\*\*Workers Compensation Includes waiver of subrogation.

### CERTIFICATE HOLDER

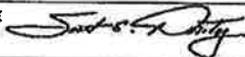
Central Unified School District  
4605 N. Polk Ave.  
Fresno CA 93722-

### CANCELLATION

AI 000608

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

**However:**

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT  
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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A. **SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to **SECTION III – LIMITS OF INSURANCE:**

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

D. With respect to the insurance provided to the additional insured(s), **Condition 4, Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c, below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

**b. Excess Insurance**

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I -- COVERAGE A -- BODILY INJURY AND PROPERTY DAMAGE.
  - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Declarations of this Coverage Part.

**c. Methods of Sharing**

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



Policy 2017-23786 NPO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER RIGHTS OF RECOVERY  
AGAINST OTHERS**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SOCIAL SERVICES PROFESSIONAL LIABILITY ENDORSEMENT  
IMPROPER SEXUAL CONDUCT LIABILITY COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM**

**We waive any right of recovery we may have against the person or organization shown in the schedule below because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the schedule.**

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

**Central USD**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

<b>Person or Organization</b>	<b>Job Description</b>
Any person or organization as required by written contract.	\$250.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<b>Endorsement Effective</b>	<b>3/10/2017</b>	<b>Policy No.</b>	<b>SWC1148218</b>	<b>Endorsement No.</b>	<b>0</b>
<b>Insured</b>			<b>Education &amp; Leadership Foundation (Not for Profit)</b>	<b>Premium \$</b>	<b>10427</b>
<b>Insurance Company</b>			<b>Security National Insurance Company</b>		

Countersigned by \_\_\_\_\_



**EDUCATION AND LEADERSHIP FOUNDATION**  
 4290 East Ashlan Ave.  
 Fresno, CA 93726  
 559-291-5428 FX 559-291-5927

# Invoice

Date	Invoice #
10/20/2017	1285

<b>Bill To</b>
Central Unified School District Educational Services Attn: Annette Grigsby 4605 N Polk, Room 6 Fresno, CA 93722

P.O. No.	Terms

Quantity	Description	Rate	Amount
1	Presentation for DELAC Parent Leaders regarding DACA Updates, Immigration Remedies, Citizenship, Constitutional Rights, and Higher Education Opportunities.	750.00	750.00
		<b>Total</b>	<b>\$750.00</b>
It's been a pleasure working with you!		<b>Payments</b>	<b>\$0.00</b>
<b>E-mail</b>	<b>Web Site</b>	<b>Balance Due</b>	<b>\$750.00</b>
lesquivel@education-leadership.org	www.education-leadership.org		



**SAM Search Results**  
**List of records matching your search for :**

**Search Term : education\* and\* leadership\* foundation\***  
**Record Status: Active**

<b>ENTITY</b>	University of Florida Leadership And Education Foundation Inc	Status:Active
DUNS: 026152160	+4:	CAGE Code: 43C92 DoDAAC:
Expiration Date: Feb 7, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 639 Mowry Rd		
City: Gainesville	State/Province: FLORIDA	
ZIP Code: 32611-0001	Country: UNITED STATES	

**Robin Doyland**

---

**From:** Annette Grigsby  
**Sent:** Tuesday, October 24, 2017 11:17 AM  
**To:** Robin Doyland  
**Subject:** PO for ELF @ DELAC  
**Attachments:** Purchase Order Request-ELF DELAC.xls; Inv\_1285  
\_from\_Education\_and\_Leadership\_Foundation\_15428 (002).pdf

Please process



## CENTRAL UNIFIED SCHOOL DISTRICT

### Executive Services

4605 North Polk Avenue · Fresno, CA 93722

Phone: (559) 274-4700 Ext. 63105

Fax: (559) 276-5515

---

Assistant Superintendent, CBO  
Kelly Porterfield

**Directors:**

Alissa Angle, Food Services  
Yolanda Balladares, Fiscal Services  
Bert Contreras, Facilities  
Chris Martinez, Technology  
Robert Morse, MOT

11/7/17

Education and Leadership Foundation  
4290 E. Ashlan  
Fresno, CA 93726

### SECOND NOTICE

To Whom It May Concern:

We have once again received your invoice(s) for items and or services you provided without the proper authorization and purchase order being assigned. You were previously reminded 2/6/17 of our policies and procedures.

Under Public Contract Code 20111-20118 and Ed Code Sections 17604-17606 and 81656 an expense is not recognized nor does it become an obligation of the District until the Board has approved the expense. The law provides that "The governing board by majority vote may adopt a rule, delegating to any officer or employee of the district as the board may designate, the authority to purchase supplies, materials, apparatus, equipment, and services."

In our District per Board Policy 3300 /AR 3314.3 the authority, mentioned above, is delegated to the Superintendent, CBO and / or Director of Fiscal Services. Policy 3412 further states "The normal procedure for purchasing will be through the use of the Purchase Order form. Any deviation from this procedure must have the approval of the Superintendent. "

To summarize the above, the District is not liable for any expense that was not secured under a purchase order or by prior written approval from the Superintendent, CBO or Director of Fiscal Services prior to the service / supply being ordered. In addition, the District does not produce its own checks. Rather, we request checks from our County Office of Education. At the time of the request, we are required to submit for their review a copy of the invoice referencing the purchase order number and a copy of the signed purchase order dated prior to the invoice.

Ed Code dictates this procedure under section 42636 which in part states " The county superintendent of schools may examine each order on school district funds transmitted to him or her, in the order in which it is received in his or her office. If it appears that the order is properly drawn for the payment of legally authorized expenses against the proper funds of the district, and that there are sufficient moneys in the fund or funds against which the order is drawn to pay it, the county superintendent shall endorse upon it "examined and approved,". On the contrary, they will not release payment if the expense was deemed "improperly drawn".



## CENTRAL UNIFIED SCHOOL DISTRICT

### Executive Services

4605 North Polk Avenue · Fresno, CA 93722

Phone: (559) 274-4700 Ext. 63105

Fax: (559) 276-5515

---

Assistant Superintendent, CBO  
Kelly Porterfield

Directors:  
Alissa Angle, Food Services  
Yolanda Balladares, Fiscal Services  
Bert Contreras, Facilities  
Chris Martinez, Technology  
Robert Morse, MOT

In conclusion, by law, the District is only legally obligated and can only legally pay for what was authorized in writing, in advance, by the Superintendent, CBO and/or Director of Fiscal Services. Your invoice (attached) does not reflect a valid PO number.

In good faith the attached invoice is being submitted for payment however; a signed purchase order is required for payment for all future orders, it is your only insurance of receiving payment. For your review attached is our District policy which outlines the statements above.

I would like to express my appreciation for the service that you have rendered to the Central Unified School District and am soliciting your future cooperation. It is of significant importance relating to our continued business relationship. Should you require additional information regarding this matter, please feel free to contact me.

Sincerely,

Tatum Toste  
Purchasing / Warehouse Manager  
Central Unified School District  
559-274-4700 X63112  
TTOSTE@CENTRALUSD.K12.CA.US

*Enclosures*

## Tatum Toste

---

**From:** Tatum Toste  
**Sent:** Wednesday, November 15, 2017 9:58 AM  
**To:** Annette Grigsby  
**Subject:** FW: ELF Contract  
**Attachments:** 0049\_001.pdf

Just got brought to my attention that paragraph # 12 and # 13 did not have a box checked. Could you please review and send the version with the checked box?

Thank You

Tatum Toste  
Purchasing / Warehouse Manager  
Central Unified School District  
559-274-4700 x63112

*Every Student, Every Classroom, Every Day!*

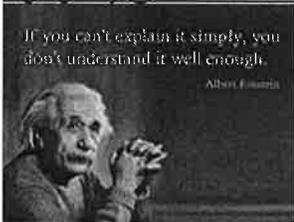
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---

**From:** Annette Grigsby  
**Sent:** Wednesday, November 8, 2017 11:06 AM  
**To:** Tatum Toste <TToste@centralusd.k12.ca.us>  
**Cc:** Robin Doyland <rdoyland@centralusd.k12.ca.us>  
**Subject:** ELF Contract

Signed & reviewed contract attached.

Annette Grigsby-Chamberlain  
Director, State & Federal Programs  
Central Unified School District  
274-4700 x. 63146  
[agrigsby@centralusd.k12.ca.us](mailto:agrigsby@centralusd.k12.ca.us)



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CENTRAL UNIFIED SCHOOL DISTRICT  
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into effective November 07, 2017 (the "Effective Date"), by and between the Central Unified School District ("District") and Education & Leadership Foundation ("Contractor").

1. Contractor Services. Contractor agrees to provide the following services to District (collectively, the "Services"):

Professional development training for parents,  
faculty, and staff.

2. Contractor Qualifications. Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contractor Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. If any of the Services are performed by any of Contractor's Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor.

3. Term. This Agreement shall begin on 11/07, 2017, and shall terminate upon completion of the Services, but no later than 04/03/18 ("Term"), except as otherwise stated in Paragraph 4 below. There shall be no extension of the Term of this Agreement without the express written consent from all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. Termination. Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party, however the parties may agree in writing to a shorter time period for the effectiveness of such termination. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially violates any of the terms of this Agreement, any act or omission by Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of said notice.

5. Payment. District agrees to pay Contractor at the rate of \$ 750 per training. The rate shall not be increased by Contractor over the course of this Agreement. Total payment by District to Contractor shall not exceed \$ 750/19 payments. District agrees to pay Contractor within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional

supporting documentation reasonably requested by District. Any work performed by Contractor in excess of said amount shall not be compensated.

6. California Residency Contractor and the Contractor Parties shall be residents of the State of California.

7. Indemnity. Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Education, members of the Board of Education (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a Party, person, or entity described in this paragraph.

8. Equipment and Materials. Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor of the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by District and in such case must be promptly remedied or replaced by Contractor at no additional cost to District and subject to District's reasonable satisfaction.

9. Insurance. Without in any way limiting Contractor's liability or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$ 2,000,000 each occurrence and \$ \_\_\_\_\_ in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$ \_\_\_\_\_ each occurrence and \$ \_\_\_\_\_ in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable; and neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the

policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to District. If any of the required insurance is not reinstated, District may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

10. Independent Contractor Status. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that s/he and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor 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 Contractor and the Contractor Parties and otherwise in connection with this Agreement.

12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A.  Contractor and the Contractor Parties shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement. *Contractor works w/ parents & staff*

B.  The following Contractor Parties have more than limited contact (as determined by District) with District students during the Term of this Agreement:

---

[Attach and sign additional pages, as needed.]

C.  (Required only if Box 11.B is checked.) All of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement

Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

13. Tuberculosis Certification. Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A.  Contractor Parties shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.

B.  The following Contractor Parties shall have more than limited contact (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

\_\_\_\_\_[Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor Parties was examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

14. Confidential Information. Contractor shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

15. Assignment/Successors and Assigns. Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement

without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

16. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Fresno subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

19. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the Party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.

20. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.

21. **Non-Discrimination.** There shall be no discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

22. **Attorney Fees.** If any legal action is taken to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action. [Optional]

23. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.

24. **Time.** Time is of the essence to this Agreement.

25. Waiver. No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

26. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

27. Ambiguity. The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

28. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

29. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

30. Warranty of Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

\*\*\*\*\*

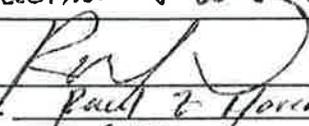
DISTRICT:

CENTRAL UNIFIED SCHOOL DISTRICT

By:   
Name: \_\_\_\_\_  
Title: CEO 11/20/17

Address for District Notices:  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

Education & Leadership Foundation  
By:   
Name: Paul F. Horvath  
Title: CEO

Address for Contractor Notices:  
4290 E. Ashlan Ave  
Fresno, CA 93726

Reviewed by <sup>11/8/17</sup>  
Annette Grigsby - Chamberlain  
