

MARIPOSA COUNTY
GRANT FUNDING AGREEMENT

THIS AGREEMENT is entered into on the most recent date of execution below by and between First 5 of Mariposa County, hereinafter referred to as "COMMISSION" and Robin Hopper, CONTACT MARIPOSA UNIFIED SCHOOL DISTRICT, referred to as "RECIPIENT",

ROBIN HOPPER, SUPERINTENDENT
MARIPOSA UNIFIED SCHOOL DISTRICT
5082 OLD HIGHWAY NORTH (P.O. BOX 8)
MARIPOSA, CA 95338
PHONE: (209) 742-0250

WITNESSETH:

WHEREAS, COMMISSION was formed to help create and implement a comprehensive, collaborative, and integrated system of information and services to promote, support, and optimize early childhood development for children from the prenatal stage to five (5) years of age, and

WHEREAS, COMMISSION has determined in carrying out its goals and objectives to make monetary grants to deserving organizations to further COMMISSION'S mission, and

WHEREAS, RECIPIENT has filed with COMMISSION a request for grant funds, and

WHEREAS, COMMISSION has approved the request for grant funds from RECIPIENT, and

WHEREAS, the parties hereto desire to enter into this Agreement in order for COMMISSION to disburse grant funds to RECIPIENT;

Now, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. **TERM:** This Agreement shall become effective on the 12th day of August, 2014 and shall terminate on the 30th day of June, 2015, unless terminated earlier pursuant to the terms and conditions of this Agreement.
2. **METHOD FOR PERFORMING SERVICES:** It is the express intention of the parties that RECIPIENT is an independent entity and not an employee, agent, joint venturer or partner of COMMISSION. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between COMMISSION and RECIPIENT. Both parties acknowledge that RECIPIENT is not an employee for state or federal tax purposes.
3. **ACTIVITIES TO BE PERFORMED BY RECIPIENT:** RECIPIENT agrees to perform the activities and deliver the services as described on Exhibit "A" attached hereto and by this reference incorporated herein. RECIPIENT will determine the method, details, and means of performing the above-described services. COMMISSION shall not have the right to, and shall not, control the manner or determine the method of accomplishing RECIPIENT'S services. RECIPIENT may, at the RECIPIENT'S own expense, employ such assistants as RECIPIENT deems necessary to perform the services required of RECIPIENT by this Agreement. COMMISSION does not control, direct, or supervise RECIPIENT'S assistants or employees in the performance of those services. RECIPIENT assumes full and sole responsibility for the payment of all compensation and

expenses of its assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

4. PAYMENT OF GRANT FUNDS: In consideration of the activities and services to be performed by RECIPIENT, COMMISSION agrees to disperse RECIPIENT grant funds in the amount of \$17,340.24 based upon the schedule as delineated on Exhibit "B".
5. FINANCIAL REPORTING: RECIPIENT shall document the grant Agreement expenditures pursuant to the reporting requirements contained in Exhibit "C" attached hereto and by this reference incorporated herein.
6. INDEMNIFICATION: RECIPIENT agrees to indemnify, defend, and save harmless the COMMISSION, its officers, agents and employees from any and all claims and/or losses for personal injury or property damage arising from RECIPIENT'S activities whether negligent or intentional to any officer, employer, agent or any other person, firm or corporation in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the RECIPIENT and the performance of any activity funded or conducted in conjunction with this Agreement.
7. WORKER'S COMPENSATION: RECIPIENT shall provide Worker's Compensation Insurance as required by the State of California for all services provided hereunder. Written proof of such insurance shall be provided before conducting any activity funded by this grant
8. RECIPIENT shall not assign any of its duties, services to be performed, obligations, or activities under this Agreement without the prior written consent of COMMISSION.
9. STATE AND FEDERAL TAXES: RECIPIENT is responsible for paying all required state and federal taxes. In particular: COMMISSION will not withhold FICA (Social Security) from RECIPIENT'S payments; COMMISSION will not make state or federal unemployment insurance contributions on behalf of RECIPIENT; COMMISSION will not withhold state or federal income tax from payment to RECIPIENT; COMMISSION will not make disability insurance contributions on behalf of RECIPIENT; COMMISSION will not obtain Worker's Compensation Insurance on behalf of RECIPIENT.
10. TERMINATION: Should RECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COMMISSION at COMMISSION'S option may terminate this Agreement by giving ten days written notice to RECIPIENT. In the event that COMMISSION terminates this Agreement prior to full performance, RECIPIENT shall return any unused funds dispersed to RECIPIENT hereunder immediately upon termination.

COMMISSION hereto may terminate this Agreement upon ninety-(90) days advance written notice to the RECIPIENT. From and after the date of termination, RECIPIENT shall cease performance of the obligations specified in Exhibit "A".

11. PURCHASE OF FIXED ASSETS: Purchase of fixed assets by RECIPIENT with grant funds shall be governed by COMMISSION'S Fixed Asset Policy which is attached hereto marked Exhibit "D" and by this reference incorporated herein.

12. EXECUTION OF AGREEMENT BY RECIPIENT: Upon execution of this Agreement by RECIPIENT the individual signing on behalf of RECIPIENT shall provide to COMMISSION a duly authorized Resolution of RECIPIENT giving the individual authority to sign or other proof of authority satisfactory to COMMISSION.

13. NOTICES: Any notices to be given hereunder by either party to the other may be effected both by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below: Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

COMMISSION: Executive Director
First 5 Mariposa County Commission
P.O. Box 966
Mariposa, California 95338

RECIPIENT: ROBIN HOPPER, SUPERINTENDENT
MARIPOSA UNIFIED SCHOOL DISTRICT
5082 OLD HIGHWAY NORTH (P.O. BOX 8)
MARIPOSA, CA 95338
PHONE: (209) 742-0250

ENTIRE AGREEMENT OF THE PARTIES: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by RECIPIENT for COMMISSION and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

14. GOVERNING LAW: This Agreement will be governed by and construed in accordance with the laws of the State of California.

Jeane Hetland, Executive Director

Robin Hopper, Recipient

Date: August 12, 2014

Date: August 12, 2014

COMMISSION: FIRST FIVE MARIPOSA COUNTY
P.O. BOX 966
4952 HWY 49 N., SUITE 2
MARIPOSA, CA 95338
PHONE: (209) 742-5437

RECIPIENT: MARIPOSA UNIFIED SCHOOL DIST.
5082 OLD HIGHWAY NORTH
MARIPOSA, CA 95338
ATTN: ROBIN HOPPER
(209) 742-0250

1. ACTIVITIES TO BE PERFORMED BY RECIPIENT: EXHIBIT A-

Instructional Aide in TK classroom for Mariposa Elementary School. She will work with the TK children in preparing them for kindergarten and elementary school. She will be able to provide each child with more one-on-one assistance and additional educational learning activities and support.

2014-15

	Classified TK-	
Position	Aide	
Hourly Rate	11.60	
Hours per day	4	
Days	202	
Total Salary	9,372.80	
Benefits		
PERS	1,103.27	11.77%
FICA	581.11	6.20%
MDCR	135.91	1.45%
SUI	4.69	0.05%
W/C	146.78	1.57%
Ret H&W	496.76	5.30%
SDI	37.49	0.40%
Total Stat Ben	2,506.01	
Health Ins		
12,532	7,519.20	60.00%
Indirect Cost	1,305.49	
Total Cost	17,340.24	

assumes rate at Range 14 Step 2
 assumes no longevity, no units incentive
 assumes current year indirect cost rate
 assumes this to be a contracted position
 projected at current employer health costs
 projected at current rates before negotiations
 subject to possible changes when negotiations are settled

TOTAL SALARY AND BENEFITS: \$17,340.24 for Instructional Aide in the TK Classroom at MES.

2. THE RECIPIENT MUST BRAND ALL MATERIALS AND EQUIPMENT WITH THE FIRST 5 LOGO AND ADHERE TO ALL POLICIES ESTABLISHED BY THE FIRST 5 COMMISSION.

PAYMENT OF GRANT FUNDS:

EXHIBIT B-

1. THE RECIPIENT SHALL BE AWARDED FOUR PAYMENTS OF **\$4,335.06** APPROVED WITHIN THE CONTRACT AND UPON RECEIPT OF AUTHORIZED SIGNATURE ON CONTRACT AND UPON RECEIPT OF APPROPRIATE EXPENDITURE DOCUMENTATION, A CLAIM FORM.
2. JARED PIERCE, PRINCIPAL AT MARIPOSA ELEMENTARY SCHOOL WILL SUBMIT FOUR (4) QUARTERLY REPORTS TO THE MARIPOSA COUNTY COMMISSION AND ONE (1) FINAL REPORT BY JUNE 30, 2015, FOR VERIFICATION AND DOCUMENTATION (RECEIPTS) OF EXPENDITURES.
3. THE RECIPIENT SHALL NOT MAKE ANY BUDGET MODIFICATIONS WITHOUT THE APPROVAL OF THE EXECUTIVE DIRECTOR OR THE COMMISSION.

FINANCIAL REPORTING:

EXHIBIT C-

1. THE RECIPIENT SHALL PROVIDE TO THE COMMISSION DOCUMENTATION SUPPORTING THE GRANT AGREEMENT EXPENDITURES THROUGH ORIGINAL RECEIPTS, CONTRACTS, AND/OR OTHER NECESSARY REPORTING DOCUMENTS TO PROVIDE ANY AND ALL FACTUAL COSTS INCURRED BY THE RECIPIENT, AS DESCRIBED IN THE ACTIVITIES TO BE PROVIDED BY THE RECIPIENT.
2. THE RECIPIENT SHALL SUBMIT FOUR (4) QUARTERLY PROGRAM AND BUDGET REPORTS AND ONE (1) FINAL BUDGET AND PROGRAM REPORT WITH SUPPORTING DOCUMENTS (RECEIPTS) NO LATER THAN THE SCHEDULED DUE DATE: JUNE 30, 2015.
3. THE RECIPIENT SHALL NOT MAKE ANY BUDGET MODIFICATIONS WITHOUT THE APPROVAL OF THE EXECUTIVE DIRECTOR OR THE COMMISSION.

FIXED ASSET POLICY
EXHIBIT D-

Mariposa County First5 Commission

Resolution 2006-6

Policy on

FIXED ASSETS FOR GRANTEES OR CONTRACTORS

Purpose:

The purpose of this policy is to establish criteria for itemizing equipment, materials and property over \$1,000 with a useful life of three or more years, and how to develop a fixed asset chart that includes Useful Life and Current Depreciation of each item. By establishing a fixed asset procedure for Grantees and Contractors, there is a clear understanding of ownership, useful life, and procedures for change of ownership.

Policy:

A fixed asset is property, buildings, or equipment with a cost equal to or greater than \$1,000 and a useful life of three or more years. Assets costing below \$1,000 are categorized as expenses or supplies. Fixed assets are acquired for the purpose stated in the Grantees or Contractors application, and are not for resale by the grantee.

Fixed assets containing separate physical parts (e.g., CPU, monitor, keyboard, and printer) are considered component parts, and comprise the total fixed asset.

Procedures:

All Grantees or Contractors with fixed assets will adhere to the following procedure:

- Supply Commission staff with description (manufacturers name and model number), and identification and/or serial number.
- Provide Commission staff with proof of purchase (e.g., invoice).
- Describe in writing the condition of the fixed asset upon receipt, and location (fixed address) where the fixed asset will be used.
- The fixed asset must be used for its intended purpose, as stated in the grant application. Any deviation in use must be requested in writing and presented to the Commission for approval.
- If the Grantee or Contractor discontinues use of the fixed asset, or ceases to operate the business intended to use the fixed asset within the terms of the contract, at the discretion of the Commission, the grantee will return the fixed asset to Commission staff in functional condition or in good working order, minus normal wear and tear.

- If the Grantee or Contractor discontinues use of the fixed asset, or ceases to operate the business intended to use the fixed asset within the terms of the contract, the Grantee or Contractor must submit a letter to the Mariposa County First 5 Commission detailing the transition of the fixed asset to the new business/owner stating that the Mariposa County First 5 Commission does not have any claims to the fixed asset.
- If the Grantee or Contractor discontinues use of the fixed asset, or ceases to operate the business intended to use the fixed asset within the terms of the contract, the Grantee or Contractor may request in a letter the transfer of the fixed asset to a non-profit agency within Mariposa County.
- The Grantee or Contractor has the responsibility to maintain the fixed asset in proper working order.
- The Grantee or Contractor may request to retain the Fixed Asset from the Commission for ongoing program use by using the Request for Securing Fixed Assets Form. The form includes a Fixed Asset Chart and Request Letter. On the chart, the Grantee must explain how the fixed asset will be used and establish a "Useful Life" and "Current Depreciation Column." Enclosed is a chart example to assist in completing the required information.
- This policy will be included in the grant contract as part of the requirements for completing the grant application.
- In addition, the Grantee or Contractor must label all fixed assets purchased with First 5 funds with the First 5 Mariposa County logo. The Commission has adopted a policy stating that all merchandise, equipment, buildings, playgrounds, etc. must have the First 5 logo displayed.

Adopted by Resolution of the Mariposa First 5 Commission on the 13th day of March, 2006.

Jeane Hetland
(Print Name)

Dr. Charles Mosher
(Print Name)

Jeane Hetland
Executive Director

Dr. Charles Mosher
First 5 Commission Chair

Approved as to form by County Counsel

Date: March 15, 2006