

Olivehurst Elementary School
Presentation to the Board of Trustees
11/18/14

Olivehurst Vision:

With excellent **teamwork** and **respect** for one another, we will create an incredible **learning** environment where we will keep each other **accountable** for our **responsibilities** as educators, parents, and students.

Olivehurst Elementary's 5 core beliefs:

- 1. Teamwork**
- 2. Responsibility**
- 3. Accountability**
- 4. Learning**
- 5. Respect**

2014-2015 Action Plan Goals

1. Establish a common vision on how we will work to ensure a culture of positivity at Olivehurst Elementary. All staff will have the opportunity to define personal core beliefs allowing staff to then define our school's core beliefs that will be used to guide decision making at our school.
2. Establish, define, and communicate how our school works with parents using a culture of positivity. Parents will have an understanding and knowledge of our core beliefs to guide parent and community teams in the decision making of our school.
3. Principal's attendance and school outreach with a minimum of 3 community organizations to establish school to community relationships with the intent to provide "service learning" for Olivehurst Elementary.
4. Provide Learning opportunities that result in increased academic achievement and ensure quality classroom instruction for all students, including support systems which meet the needs of the targeted population.
5. Enhance the current learning environment to ensure that our schools provide a physically and emotionally safe environment that is culturally responsive to all students.

Academic achievement:

- Increase the reclassification rate of EL students by 2% from 3% to 5%.
- EL students have access to their own iPad cart with specific apps that work with their various levels to improve academics.
- All students have access to technology:
 - Every Grade level has their own iPad cart. Students have access to technology. Each classroom can access an iPad per student for the class in their grade level based on their schedule.
 - Students have access to a computer lab, a mobile computer lab, and at least 5 computers per classroom.
 - Students have access to a variety of technology programs along with state adopted materials including typing, AR reading, STAR reading and Math, and various apps appropriate to each grade level.
 - Students have access to SMARTBoards in every classroom as well as interactive media.
- Establish a baseline for K-6 students in reading at or above grade level.
- Baseline data will be established via state and district assessments in ELA.
- Improve attendance rate by 1% from 96.75% to 97.75%.
 - Students and classrooms are part of an incentive program to continue to increase our student attendance.
- Schoolwide tutoring for students at a ratio of 8 to 1 in ELA.
- Students have access to a variety of technology programs along with state adopted materials including typing, AR reading, STAR reading and Math, and various apps appropriate to each grade level.
- STARS program is available to students for after school homework help.

Instructional improvement:

- Teachers will participate in ongoing district training for GoMath, as well as Illuminate data management and assessment.
- RTI model by grade level where students will receive instruction at their appropriate level.
- Grade levels Kindergarten through 3rd grade will have instructional assistants assigned to classrooms to help work with students to improve reading skills.
- Use Read Naturally and SIPPS programs to improve reading scores.
- Continue with grade level PLC collaboration to improve students' academics and implement common core standards.
- Use formal and informal assessments to drive instruction including new district assessments as well as GoMath assessments.
- School Site trainings and collaboration that focuses on the use of technology integration and the use of the new systems from GoMath and Illuminate.

School to home and teacher to home communication:

As a school, we have worked very hard to improve the communication from school to home and teacher to home. The following are different approaches we have taken to continue to improve our communication with parents:

- *SchoolMessenger*. We have sent 15 calls through this system as of 10/31/14. Over 550 individuals are called each time, including parents and staff.
- Back to school BBQ. Parents and students were given the opportunity to meet on a Thursday evening to start our school year. Over 400 students and parents attended.
- School website. Teachers have the opportunity to post activities from their classroom to our website.
- School Facebook account. As of 10/28/14, we have 136 likes to our schoolwide account.
- Monthly Newsletter.
- Flyers for schoolwide events.
- Event boards for parents in the main hallway.
- School Digital Sign on McGowan Pkwy.
- Phone calls home from the office and classrooms.
- Progress reports, parent conferences, SSTs, IEPs, Monthly parent breakfast, ELAC meetings, site council meetings, Awards Assemblies.
- Parent Volunteer and communications coordinator. Our coordinator is responsible for helping coordinate volunteers, our website, Facebook page, and newsletter.

Our goal as a school is to engage our students, families, and community to continue to improve the success of our students.

School Culture:

This year, our school has set a goal to continue to improve our school culture. Together we have set a vision for the school that is inclusive of students, staff, parents, and community. We have set monthly meetings with parents and increased communication through various sources with all stakeholders. We are working on team building throughout the year as part of improving our school in every area. Our school has adopted the motto of "**Wear the blue, be the gold**". It is used throughout the school on a daily basis to model the core values of our school.

**SOFTWARE LICENSE AND SUPPORT AGREEMENT
AMENDMENT
[6/24/14 Approved; 11/18/14 Amended]**

This Software License and Support Agreement ("**Agreement**") is entered into effective as of July 1, 2014 ("**Effective Date**") by and between Illuminate Education, Inc., a California corporation ("**Illuminate**"), and Marysville Joint Unified School District ("**District**").

RECITALS

WHEREAS, District desires to implement a web-based software system for student data and assessment management;

WHEREAS, Illuminate has developed and owns such a system known as the Illuminate Data and Assessment Management System or "DnA" (the "**Software**");

WHEREAS, Illuminate also has available a database of test questions ("**Item Bank**") known as "INSPECT" for use in conjunction with the Software; and

WHEREAS, District desires to license the Software and obtain the services as provided herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, the parties hereto agree as follows:

AGREEMENT

1. Term of Agreement Unless earlier terminated as provided herein, the Term of this Agreement shall be from the Effective Date through **June 30, 2017** (the "Term"). This Agreement shall thereafter automatically renew for additional successive one year periods unless written notice of non-renewal is given by either party to the other at least 60 days prior to the end of the then-current term (each a "Renewal Term" and together with the Initial School Year, the "Term"), unless sooner terminated as provided herein.

2. License of Software to District Subject to the terms of this Agreement, Illuminate hereby grants to District during the term of this Agreement a limited, non-exclusive, non-sublicensable and non-transferrable license to District for District employees, students and their parents or guardians (collectively, "**District** ") to use the Software with respect to each of the District locations listed on Exhibit A hereto. Exhibit A may be amended for future school years to include additional District locations. The District Users may not use the Software other than with respect to the locations set forth on Exhibit A or for other than District operations. So long as GradeCam software for automated grading of multiple choice exams remains available to Illuminate, the Software shall permit District to download, at no additional cost to District, GradeCam's software. In addition, Illuminate agrees to make the Item Bank available for use by the District solely in conjunction with its authorized use of the Software under this Agreement.

3. Annual Software License Fee District agrees to pay to Illuminate an annual license fee for use of the Software as set forth below.

(a) Initial School Year. A fee of \$5.50 per student (calculated yearly based on previous year **CBEDS**) for the initial school year beginning **July 1, 2014** and continuing through **June 30, 2015**

(b) Subsequent School Years During Initial Term. A fee of \$5.50 per student (calculated yearly based on previous year **CBEDS**) for each school year during the Initial Term after the initial

school year, subject to an increase no more often than annually for changes in the cost of living. The estimated annual fees for the Initial Term assuming no change in cost of living and 9,254 students based on **CBEDS** would be as follows:

Year	Product	Fee Structure	Estimate of Annual License Fee
2014-2015	Data and Assessment and INSPECT Item Bank	\$5.50 per student (9,254 students)	\$50,897.00
2014-2015	Staff Training	3 days in person (\$1,500.00 per day)	\$4,500.00
2015-2016	Data and Assessment and INSPECT Item Bank	\$5.50 per student (9,254 students)	\$50,897.00
2016-2017	Data and Assessment and INSPECT Item Bank	\$5.50 per student (9,254 students)	\$50,897.00

(c) Renewal School Years. A fee per student (calculated yearly based on previous year **CBEDS**), for each school year after the Initial Term equal to that generally charged by Illuminate to school District at the time of renewal.

(d) Payment. The annual software license fee for each school year shall be paid within 30 days of receipt of an invoice from Illuminate.

(e) Failure to Make Payment. In the event District fails to pay the annual license fee or other fees due hereunder when due, upon notice from Illuminate, District agrees to immediately cease, and to cause District Users to cease, using the Software and Illuminate will have no further obligation to provide any maintenance or support to District or District Users.

(f) Taxes The fees in this Sections 3 and in Section 5 below do not include sales, use or similar taxes which may be applicable.

4. Ownership of Software and Item Bank Illuminate has and will retain all right, title and interest in the Software, Item Bank and all derivative works, including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence. District shall have no rights in the Software, Item Bank or any derivative works, except the license and related rights expressly set forth in this Agreement. District agrees not to (i) alter, merge, modify, adapt or translate the Software or Item Bank, or decompile, reverse-engineer, disassemble, or otherwise reduce the Software or Item Bank to a human-perceivable form, (ii) sell, rent, lease or sublicense the Software or Item Bank or (iii) modify the Software or Item Bank or create derivative works based upon the Software or Item Bank.

5. Software Implementation, Data Conversion, Hosting and Training Services Illuminate agrees to provide the services associated with the implementation of the Software, data conversion, hosting and training of District employees on the use of the Software as follows:

(a) Task List. A preliminary list of tasks and associated targeted completion dates are set forth on Exhibit "B" attached hereto.

(b) Hosting. The Software and District's data will be hosted on Illuminate's server (included in the annual license fee).

(c) Importing of Data Illuminate will import District's data into the Software within 45

business days after the receipt of useable data.

(d) Initial Training. Illuminate will provide training to District in the basic use of the Software at **\$1,500.00 per day (3 days)**, to be presented as both parties mutually agree. Fees for initial training will be billed by Illuminate in the month following the applicable training. Initial training fees shall be paid within 30 days of receipt of an invoice from Illuminate.

(e) Additional Training and Services. Upon written request and authorization by District, Illuminate will conduct additional training and provide additional services to District. Custom development shall be at a rate of \$120 per hour. **Training after initial training is exhausted shall be at a rate of \$1,500.00 per day for on-site training and \$500 per day for on-line training.** Fees for additional training will be billed by Illuminate in the month following the applicable training. Fees for such services shall be due and payable within 30 days of receipt of an invoice from Illuminate.

6. Ownership of District Data. District shall retain ownership of all District data imported into the Software. Upon the termination of this Agreement, Illuminate agrees to transfer all District data back to District in an industry standard open format like SQL at no charge.

7. Responsibilities of District District agrees to prepare and furnish to Illuminate upon request such information as is reasonably requested by Illuminate in order for Illuminate to perform its obligations under this Agreement.

8. Illuminate Software Maintenance and Support Illuminate agrees to provide maintenance and support of the Software. Such maintenance and support will include coverage in the form of corrections to remove deficiencies in the Software, as reported to Illuminate; ongoing telephone and e-mail support for questions regarding operations of the Software; incorporate/change the Software as necessary for operation including all upgrades and new features; support to District in resolving problems/errors resulting from misuse or hardware/software failure; regular telephone or web conferences with District to address future growth or modifications to the Software. Maintenance and support of the Software is provided at no additional cost to District.

9. Confidentiality

(a) Confidential Information Defined. Each party (the "**Disclosing Party**") may from time to time during the term of this Agreement disclose to the other party (the "**Receiving Party**") certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("**Confidential Information**"). The Software, Item Bank and related know-how, technology, system designs, layouts, software, concepts, techniques, data and files will in all events be considered Confidential Information of Illuminate.

(b) Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party, except for the purpose of fulfilling its obligations under this Agreement. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. District acknowledges that the Software is maintained as a trade secret by Illuminate, and agrees to use reasonable care in preserving such secrecy, including making such information available only to those District Users required to have access in order to fulfill the purposes of this Agreement.

(c) Exceptions. The Receiving Party's obligations under this section with respect to any

Confidential Information of the Disclosing Party will terminate if the Receiving Party can demonstrate that such information: (i) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the Receiving Party has become, generally available to the public; or (iv) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

(d) Return of Confidential Information. The Receiving Party will either, at its option, return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. Upon the written request of the Disclosing Party, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section.

10. Privacy and Collection of Student Data Each of Illuminate and District represents and warrants that it is familiar with the provisions of the Family Educational Rights and Privacy Act ("FERPA") and equivalent state provisions, and it agrees that it will comply with such provisions and take all measures reasonably necessary and consistent with industry standards to protect student data from unauthorized access and/or unauthorized release. In the event that any unauthorized access or release of student data occurs, each party agrees to advise the other immediately of such unauthorized access.

11. Illuminate Warranty

(a) Software Warranty. Illuminate warrants to District that the Software as delivered, will materially comply with the published specifications of Illuminate for such Software. Illuminate's obligations under this warranty are limited to providing District with a copy of corrected Software. Illuminate does not warrant that the operation of the Software will be uninterrupted or error-free. IN PARTICULAR, FOR PURPOSES OF THE FOREGOING WARRANTY, ILLUMINATE AND DISTRICT ACKNOWLEDGE THAT THE SOFTWARE IS NOT AND CANNOT BE MADE TO BE 100% ACCURATE, AND THAT ANY ERRORS OR FAILURE TO PERFORM SHALL NOT BE DEEMED A BREACH OF SUCH WARRANTY UNLESS THEY ARE SIGNIFICANT AND NOT TO BE EXPECTED IN LIGHT OF THE LIMITATIONS OF SOFTWARE OF THIS TYPE.

(b) No Other Warranty. EXCEPT AS EXPRESSLY SET FORTH ABOVE, ILLUMINATE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ALL TECHNOLOGY, SOFTWARE OR DERIVATIVE WORKS PROVIDED OR OTHERWISE LICENSED TO DISTRICT IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

12. Indemnification

(a) By Illuminate. Illuminate agrees to defend, indemnify and hold harmless District and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the Software infringes or misappropriates the proprietary or intellectual property rights of any third party, except to the extent that such infringement results from District's misuse of or modifications to the Software; (ii) that results from the negligence or intentional misconduct of Illuminate or its employees, agents or servants; or (iii) that results from any breach of any of the representations, warranties or covenants contained herein by Illuminate.

(b) By District. District agrees to defend, indemnify and hold harmless Illuminate and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of District or its employees, agents or servants or (ii) any breach of any of the representations, warranties or covenants contained herein by District.

(c) Indemnification Procedure. The parties' obligation to indemnify is subject to the conditions that the party with the obligation to indemnify ("**Indemnifying Party**") is given prompt notice of any such claims and is given primary control of and all reasonably requested assistance (at the other party's cost) for the defense of such claims (with counsel reasonably satisfactory to the party being indemnified ("**Indemnified Party**"), provided that the Indemnified Party shall under no circumstances be required to admit liability, and provided further that any delay in notification shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the delay materially impairs its ability to indemnify. Without limiting the foregoing, the Indemnified Party may participate in the defense at its own expense and with its own counsel; provided that if the Indemnified Party reasonably concludes that the Indemnifying Party has conflicting interests or different defenses available with respect to such claim, the reasonable fees and expenses of one counsel to the Indemnified Party shall be borne by the Indemnifying Party. The Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party's prior written consent (which shall not be unreasonably withheld). The Indemnifying Party shall keep the Indemnified Party advised of the status of the claims and the defense thereof and shall consider in good faith the recommendations made by the Indemnified Party with respect thereto.

13. Insurance Illuminate agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Illuminate and District against liability or claims of liability which may arise out of this Agreement. Illuminate agrees to maintain workers' compensation insurance as required under applicable law.

14. Taxes District shall be solely responsible and liable for payment of all sales, use, excise, value added or similar taxes, duties or charges imposed by any federal, state or local government or jurisdiction with respect to any fees or other payments to be made by District to Illuminate under this Agreement, excluding taxes based on Illuminate's overall net income. Illuminate is not liable for any taxes, including without limitation income taxes, withholdings, value added, franchise, gross receipts, sales, use, property or similar taxes, duties, levies, fees, excises, or tariffs incurred in connection with such payments. District takes full responsibility for all such taxes, including penalties, interest, and other additions thereon. Illuminate shall pay taxes imposed on its income.

15. Termination

(a) Termination by District. The District may terminate this Agreement without cause prior to the expiration of the Term, effective upon the end of a District fiscal year, by giving Illuminate written notice of its intent to so terminate at least sixty (60) days prior to the end of such District fiscal year.

(b) Termination for Cause. Either party may terminate this Agreement prior to the expiration of the Term, effective immediately upon written notice to the other party, in the event of a material breach of this Agreement by the other party hereto, which breach remains uncured for more than thirty (30) days after written notice thereof. In addition, either party may terminate this Agreement upon ten (10) days written notice to the other party upon the occurrence of any one or more of the following: (i) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts; (ii) the other party making an assignment for the benefit of creditors; or (iii) the other party's dissolution. The foregoing rights to terminate are in addition to, not in lieu of, all other rights and remedies which may be available to either party under this Agreement, at law and/or in equity.

(c) Effect of Termination/Survival. Upon termination or expiration of this Agreement, in addition to Illuminate's obligations with respect to District data set forth in Section 6, each party shall promptly return or destroy the other party's Confidential Information and, if requested, shall promptly certify in writing that all such materials of the requesting party have been returned or destroyed. The obligations in the following Sections will survive any expiration or termination of this Agreement: Sections 4, 6, 9, 10, 11, 12, 14, 15 and 16 and any obligations to pay for license fees, services or training pursuant to Sections 3 or 5 that were earned prior to termination.

16. Miscellaneous

(a) Entire Agreement; Counterparts. This Agreement and the Exhibits hereto contain the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior negotiations, commitments, agreements and understandings between them with respect thereto. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a ".pdf" data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

(b) Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto pursuant to this Agreement shall be in writing and shall be sufficiently given if personally delivered, sent by other means of electronic transmission (including electronic mail) or sent by mail, postage prepaid to the party at the following addresses or to such other address as either party may hereafter designate to the other in accordance herewith:

If to Illuminate:

Illuminate Education Inc.
47 Discovery Suite 100
Irvine, California 92618
Attention: Lane Rankin, President
E-mail: lane@illuminateED.com

If to Organization:

Marysville Joint Unified School District
1919 B Street ,
Marysville, CA 95901
Attention: Lennie Tate
E-mail: ltate@mjusd.k12.ca.us

(c) Assignment; Successors and Assigns. Neither party may assign this Agreement or its obligations hereunder without the prior written consent of the other party hereto, except that either party may assign this Agreement in connection with a sale of all or substantially all its outstanding equity or assets without the consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, each of the parties hereto and, except as otherwise expressly provided herein, their respective legal representatives, successors and assigns.

(d) Amendments, Waivers and Severability. Except as otherwise provided herein, this Agreement may be amended, and compliance with any provision of this Agreement may be omitted or waived, only by written agreement duly signed by Illuminate and District. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate or render unenforceable the remaining provisions of this Agreement.

(e) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of California, without regard to its principles of conflicts of laws. In the event of any dispute arising out of or relating to this Agreement, the parties consent to the exclusive jurisdiction of the federal and state courts sitting in Orange County, California for the purposes of resolving said dispute, except for claims for injunctive relief, which may be brought in any venue having jurisdiction over the parties hereto.

(f) Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties shall at all time be that of independent contractors. Neither party shall have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either party except those expressly granted herein.

(g) Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(h) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(i) Improper Payments. Illuminate warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent or representative of District any cash or noncash gratuity or payment with a view toward securing any business from District or influencing such person with respect to the conditions, or performance of any contracts with or orders from District, including without limitation this Agreement.

(j) Limitation of Liability. In no event shall either party be liable to the other party or to any third party for any incidental, special, indirect, punitive or consequential damages arising out of or relating to this Agreement, even if such party or any of its authorized representatives has been advised of the possibility of such damages. Each party's aggregate liability arising out of or relating to this Agreement for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the fees paid or due payable by District to Illuminate during the preceding twelve months pursuant to this Agreement

(k) Force Majeure. Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to time lost because of any such delay by providing prompt written notice of such expected delay to the other party.

ILLUMINATE EDUCATION, INC.

By:

Lane Rankin
Lane Rankin, President

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT

By:

11/18/14

Print:

Gay Todd

Its:

Superintendent

Board Approved on 6/24/14

Ratified Amended Agreement on 11/18/14

(Page 2 - student number correction)

EXHIBIT A

ORGANIZATION LOCATIONS

Marysville Joint Unified School District locations and schools:

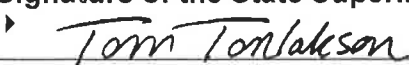
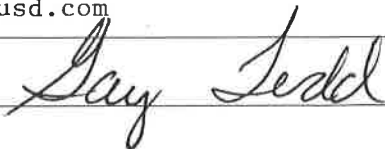
1. Anna Mckenney Intermediate
2. Arboga Elementary
3. Browns Valley Elementary
4. Cedar Lane Elementary
5. Cordua Elementary
6. Covillaud Elementary
7. Dobbins Elementary
8. Edgewater Elementary
9. Ella Elementary
10. Foothill Intermediate
11. Johnson Park Elementary
12. Kynoch Elementary
13. Lincoln (Abraham) (Alternative)
14. Linda Elementary
15. Lindhurst High
16. Loma Rica Elementary
17. Marysville Charter Academy For The Arts
18. Marysville High
19. North Marysville Continuation High
20. Olivehurst Elementary
21. South Lindhurst Continuation High
22. Yuba Feather Elementary
23. Yuba Gardens Intermediate

EXHIBIT B

TASK LIST

<u>Date</u>	<u>Task</u>
June- July	Initial implementation meeting
July - August	Data conversion and imports
August - September	District begins using Software

Grant Award Notification

GRANTEE NAME AND ADDRESS Gay Todd, Superintendent Marysville Joint Unified 1919 B Street Marysville, CA 95901-3731				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				14	14894	7273	00
Attention Gay Todd				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Office of the Superintendent				Resource Code	Revenue Object Code		58
Telephone 530-741-6000				3550	8290		INDEX
Name of Grant Program Carl D. Perkins Career and Technical Education Improvement Act of 2006							0615
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$119,539	0	\$119,539	0	July 1, 2014	June 30, 2015	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.048A	V048A140005	Carl D. Perkins Career and Technical Education Improvement Act of 2006			Department of Education		
I am pleased to inform you that you have been funded for the Carl D. Perkins Career and Technical Education Improvement Act of 2006.							
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.							
Please return the original, signed Grant Award Notification (AO-400) within 10 days of receipt to:							
Rose Robertson, Staff Services Analyst Career Technical Education Administration and Management Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901							
California Department of Education Contact				Job Title			
R. Mary Gallet				Education Programs Consultant			
E-mail Address					Telephone		
MGallet@cde.ca.gov					916-445-5723		
Signature of the State Superintendent of Public Instruction or Designee					Date		
					October 29, 2014		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.							
Printed Name of Authorized Agent				Title			
Gay Todd, Ed.D.				11/8/14 board mtg. Superintendent			
E-mail Address					Telephone		
gtodd@mjusd.com					530-749-6101		
Signature					Date		
					11/07/14		

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Grant Award Notification

GRANTEE NAME AND ADDRESS Gay Todd, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901		CDE GRANT NUMBER			
		FY	PCA	Vendor Number	Suffix
		14	23068	7273	
Attention Gay Todd		STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office		Resource Code	Revenue Object Code		58
Telephone 530-741-6000		7010	8590		INDEX
Name of Grant Program 2014-15 Agricultural Career Technical Education Incentive Grant					0615

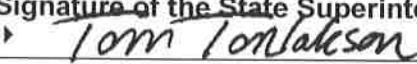
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$28,107		\$28,107			
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	

I am pleased to inform you that you have been funded for the 2014-15 Agricultural Career Technical Education Incentive Grant.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

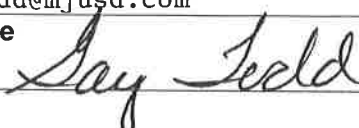
Please return the original, signed Grant Award Notification (AO-400) to:

Hugh Mooney, Education Programs Consultant
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact Hugh Mooney		Job Title Education Programs Consultant
E-mail Address hmooney@cde.ca.gov		Telephone 916-319-0488
Signature of the State Superintendent of Public Instruction or Designee 		Date 10/31/14

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent Gay Todd, Ed.D.		Title Superintendent
E-mail Address gtodd@mjUSD.com		Telephone 530-749-6101
Signature 		Date 11/05/14

14

GRANT AWARD NOTIFICATION (Continued)

Marysville Joint Unified School District has been funded for the 2014-15 Agricultural Career Technical Education Incentive Grant. If the school(s) listed on the schedule complies with the established outcome identified in the grant, the state agrees to pay the school district the allocated amount(s) as indicated. The allocation(s) is based on the amount requested on the application(s) from the eligible site(s) in your district and any adjustments based on availability of funds. The first allocation reflects approximately 75 percent of your total allocation. The release of this payment will be done in anticipation of the 2013-14 Agricultural Career Technical Education Incentive Grant Report of Expenditures being received. This report was due in the Regional Supervisor's Office by October 15, 2014. The report instructions and form may be downloaded from the California Agricultural Education Web site at <http://www.cde.ca.gov/fq/fo/r17/agin14rfa.asp>.

Questions regarding grant allocations should be directed to the Regional Supervisor:

- North Coast Region and Central Region's Delta/Cal, Sacramento, and Yolo Sections
Hugh Mooney 916-319-0488 hmooney@cde.ca.gov
- San Joaquin Region and Central Region's Merced/Mariposa and Stanislaus/Tuolumne Sections
Charles Parker 559-278-5777 cparker@cde.ca.gov
- South Coast Region
Greg Beard 805-756-2402 gbeard@calpoly.edu
- Southern Region
Jack Havens 909-869-4496 jhavens@csupomona.edu
- Superior Region
Jeanette Lowe 530-342-7541 agrededucation@csuchico.edu

Funds will be distributed per the following schedule and expended in accordance with the district's approved 2014-15 application and original guidelines. The final 25 percent payment is expected to be released in April 2015.

	<u>1st Payment</u>	<u>2nd Payment</u>	<u>Total</u>
Lindhurst HS	\$6,596	\$2,198	\$8,794
Marysville HS	\$7,120	\$2,373	\$9,493
S. Lindhurst HS	\$7,365	\$2,455	\$9,820
District Totals	\$21,081	\$7,026	\$28,107

Conditions and assurances previously agreed upon as part of the original application and included as part of this grant award packet are still applied as part of the conditions of this award.

To accept this award, the AO-400 must be signed and returned to the California Department of Education within ten days of receipt. The AO-400 must contain the original signature of an authorized agent for the school district. Grant funds cannot be released until this AO-400 is returned.

October 27, 2014

Antonio J. Chavez, custodian
4343 Martel Drive
Olivehurst, CA, 95961

MJUSD
Personnel Dept.
OCT 28 2014
RECEIVED

Mr. Ramiro Carreon, Assistant Superintendent
Personnel Services
Marysville Joint Unified School District
1919 B St.
Marysville, CA 95901

Dear Mr. Carreon:

I am writing to you to formally request a medical leave of absence due to a serious health condition that I have been diagnosed with. Due to my illness, I am requesting an extension on my medical leave from work, depending on my response to treatment and recovery progress. I will be happy to have my doctor submit a medical certification form to verify the need for leave, if necessary.

Please let me know what additional information is needed in order to process this request. I greatly appreciate your assistance with this important matter.

Respectfully,



Antonio J. Chavez

PC: Mr. Doug Escherman, Principal, Covillaud
Mr. Ed Lawther, Custodial Supervisor
Mr. Mike Minton, Operating Engineers Business Representative

Megan Chissie
1819 Cleo Court3
Yuba City, CA 95993
530-632-5615
meganc@mjustd.com

MJUSD
Personnel Dept

NOV 04 2014

RECEIVED

November 4, 2014

Bryan Williams
Director of Technology
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Dear Mr. Williams,

I will like to inform you that I am resigning from my position as Computer Specialist for Marysville Joint USD effective November 4, 2014.

My husband has been offered a new job in another city so we will be moving out of the area.

Thank you for the opportunity for professional and personal development that you have provided me this past year. I have very much enjoyed working for this district and appreciate the support provided me during my time here.

Sincerely,



Megan Chissie

Ramiro Carreon

From: Kiersten Williams
Sent: Monday, November 03, 2014 5:22 PM
To: Ramiro Carreon
Subject: Letter of Resignation

 11/13/2014

To Whom It May Concern:

Please accept this as formal notice of my resignation from the position of Para Educator at Marysville Joint Unified School District, effective two (2) weeks from today, making my last day of employment November 17, 2014.

After careful consideration, I have made the decision to resign in order to pursue a new career opportunity. Working for Marysville Joint Unified School District has been a wonderful experience that has afforded me many valuable opportunities to learn and grow, and I am very grateful to have been part of this organization.

I wish you and Marysville Joint Unified School District continued growth and success in the future.

Sincerely,

Kiersten Williams

CHILD DEVELOPMENT ADMINISTRATIVE ASSISTANT

JOB SUMMARY: Under the direction of ~~an~~ the Director of Child Development, to perform highly skilled and responsible secretarial work in the operation of the Child Development Department consisting of a broad and complex range of operational and programmatic responsibilities and functions associated with the earning and execution of the CSPP (California State Preschool Program) and CCTR (California Child Care Center-Based Program) contracts. Relieves the administrator of a wide variety of office and administrative duties by planning, organizing, supervising, and participating in assigned office operations; assumes some office management responsibilities; performs related work as required.

ESSENTIAL FUNCTIONS (include but not limited to):

1. Supervises office activities and oversees and schedules clerical assistants and other office personnel as directed.
2. Acts as representative for the Director in his absence.
3. Prepares Child Development report drafts including quarterly and annual reports to CDE by researching, compiling and assembling information and data.
4. Assists in preparing budget information and Child Development contract management with CDE.
5. Collection and analysis of contract earning and expenditure tracking to determine service segment of contract.
6. Maintains and establishes confidential records as required.
7. Arranges committee and other meetings, and may attend in order to take minutes and prepare summaries.
8. Determines CCTR and CSPP family and child eligibility requirements established within the CDE Funding Terms and Conditions prior to enrollment.
9. May take and transcribe dictation.
10. Types letters, memorandums, bulletins, and reports.

11. Composes documentation and development of data management tools independently from minimum instructions.
12. Assists in coordinating work and communications with other District work stations.
13. Provides assistance to other clerical, certificated and classified staff in the completion of their job assignments.
14. Exercises judgment in policy explanation related to CDE Funding Terms and Conditions.
15. Receives complaints and takes appropriate steps to see that they are adjusted.
16. Handles routine office duties.
17. Coordinate all conference, travel and workshop arrangements and responsibilities for Director and staff.
18. Independently maintains or supervises the collection and maintenance of the Department of Social Services Community Care Licensing personnel and site documentation and records.
19. Operates a variety of office machines, does a degree of account keeping.
20. May administer emergency first aid.
21. Maintains attendance records for staff.
22. Register and maintain attendance records for students on the District computer system.

EMPLOYMENT STANDARDS:

Required:

1. Read, write, and speak at a level sufficient to fulfill the duties to be performed.
2. Education and training which would clearly demonstrate the knowledge and skills listed above.
3. Broad and increasingly responsible secretarial or clerical experience emphasizing experience in an educational setting.
4. High school education or equivalent and/or special vocational training.

Desirable:

1. Background or experience in Early Childhood Education.

Knowledge of:

1. Basic functions and clerical operations of a school district.
2. Policies, laws, rules, and regulations as they relate to assigned office duties.
3. Office methods, procedures, and equipment.

Ability to:

1. Follow written and oral instructions.
2. Learn, interpret, and apply school district policies, laws, rules and regulations, and to apply them with good judgment in a variety of procedural matters without immediate supervision.
3. Take shorthand dictation or operate transcription equipment at a rate and degree of accuracy required for successful job performance.
4. Type at a speed of not less than 60 words per minute.
5. Deal effectively with a wide variety of personalities and situations requiring tact, judgment, and poise.
6. Obtain valid CPR and First Aid certificates.
7. Obtain a valid California driver's license.

Board Approved

Includes Purchase Orders dated 10/01/2014 - 10/31/2014 Board Meeting Date November 18, 2014

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P15-01292	WAL-MART COMMUNITY BRC	ABL	01-4300-1100	400.00
P15-01293	SAMS CLUB DIRECT	ABL Supplies	01-4300-1100	400.00
P15-01482	CDW-GOVERNMENT, INC.	Switch	01-4300-0004	83.40
P15-01514	Trophy Depot	ABL	01-4300-1100	263.36
Total Location				1,146.76
Location Accounting/Payroll (103)				
P15-01422	NWN CORPORATION	Jennifer P. Memory Upgrade	01-4300-0000	45.15
Location After School Program (107)				
P15-01303	S & S WORLDWIDE	ELLA STARS	01-4300-6010	240.25
P15-01304	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	ELLA STARS	01-4300-6010	234.21
P15-01305	S & S WORLDWIDE	GLE STARS	01-4300-6010	83.40
P15-01322	CHICO NEWS AGENCY INC	STARS Dictionaries	01-4300-6010	122.55
P15-01348	4-IMPRINT	Lights on pens YGS and MCK STARS	01-4300-6010	222.61
P15-01418	Jones School Supply Co., Inc.	School Mascot Pins	01-4300-6010	100.54
P15-01477	AMAZON.COM	LIN STARS	01-4300-6010	64.47
P15-01478	MERIT GROUP WILDPINS.COM	STARS AFTER SCHOOL PROGRAM	01-4300-6010	64.80
P15-01497	MYERS-STEVENSON & CO INC	Insurance for Field Trip to State Capital	01-5890-6010	225.75
P15-01523	BAUDVILLE	STARS 205	01-4300-6010	186.01
P15-01540	THOMASKELLY SOFTWARE ASSOC	EZ Report	01-5801-6010	10,500.00
P15-01571	CALLOWAY HOUSE INC	deliver to STARS 205	01-4300-6010	64.48
Total Location				12,109.07
Location Arboga Elementary (01)				
P15-01358	Brinkers Welding and Metal Fab	Door Chain/Closures	01-4300-1100	264.65
P15-01362	Red Carpet Runner Store	Red Carpet/PRESTON	01-4300-1100	193.50
P15-01383	LEARNING A-Z	Raz-Kids.com/PRESTON	01-4300-3010	934.45
P15-01384	EAI EDUCATION	EAI/XIONG	01-4300-0003	171.94
P15-01390	EPIC SPORTS	Sports Balls/PRESTON	01-4300-1100	277.14
P15-01411	THERAPY SHOPPE, INC	Slant Boards/PRESTON	01-4300-1100	73.47
P15-01412	AMAZON.COM	Phone Cords/PRESTON	01-4300-1100	28.90

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Includes Purchase Orders dated 10/01/2014 - 10/31/2014

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Arboga Elementary (01) (continued)				
P15-01556	PERMA BOUND	PermaBound/LIBRARY	01-4200-1100	1,654.27
			Total Location	3,598.32
Location Browns Valley Elementary (03)				
P15-01272	FOOTHILL ACE HARDWARE	Classroom Garden Supplies	01-4300-1100	1,000.00
P15-01428	GOVCONNECTION, INC.	BVS Projector Bulbs	01-4300-1100	498.46
			Total Location	1,498.46
Location Business Services (106)				
P15-01359	KINGSLEY BOGARD, LLP.	Legal Services 2014-2015	01-5830-0000	140,000.00
P15-01461	KRONICK MOSKOVITZ TIEDEMANN & GIRARD	Legal Services 2014-2015	01-5830-0000	25,000.00
P15-01462	MYERS-STEVENSON & CO INC	Farm Day-Multi Sites 10/3/14	01-5890-9010	738.50
P15-01524	W.V. ALTON	Freezer Repair after Break in 8/25/14	01-5641-0000	2,022.93
			Total Location	167,761.43
Location Categorical (203)				
P15-01380	ALLIANCE FOR HISPANIC ADVANCEMENT	PD for Program	01-5890-5630	100.00
P15-01483	AMAZON.COM	Materials for Program	01-4300-5630	50.80
P15-01485	YUBA COUNTY HEALTH & HUMAN SERVICES DEPARTMENT	TB test for Homeless Student	01-5801-5630	10.00
P15-01488	LAKEVIEW PETROLEUM	Gas Cards for Homeless Parents	01-4300-5630	1,000.00
P15-01525	YUBA COUNTY HEALTH & HUMAN SERVICES DEPARTMENT	TB test for Homeless Student	01-5801-5630	10.00
			Total Location	1,170.80
Location Cedar Lane Elementary (05)				
P15-01290	NWN CORPORATION	CLE Color Printer	01-4300-1100	883.70
P15-01323	HEWLETT-PACKARD COMPANY	CLE Computers	01-4410-3010	2,199.87
P15-01481	WAL-MART COMMUNITY BRC	Admin	01-4300-1100	800.00
			Total Location	3,883.57
Location Charter Academy For Fine Arts (42)				
P15-01299	Sargent Welch Scientific	Supplies - Fourcroy	09-4300-1100	107.69
P15-01301	Mac To School	Supplies - Sava	09-4410-0000	965.35
P15-01302	B & H PHOTO	Supplies - Sava	09-4300-1100	1,058.61
P15-01311	Kimberly Eberhart	Ashland Reimbursement	09-5890-9010	450.00
P15-01314	PACE SUPPLY CORP.	Supplies - McDowell	09-4300-0000	211.08

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Includes Purchase Orders dated 10/01/2014 - 10/31/2014

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42) (continued)				
P15-01320	GOVCONNECTION, INC.	MCAA Bulb	09-4300-0000	250.45
P15-01330	PETE'S MUSIC & ACCORDIAN CENTER	Instrument Repair - Hood	09-5641-0000	40.00
P15-01337	DICK BLICK COMPANY	Supplies - Buckle	09-4300-1100	170.41
P15-01364	NASCO	Supplies - Buckle	09-4300-1100	975.33
P15-01370	AMAZON.COM	Supplies - Office	09-4300-0000	8.95
P15-01386	MUSIC CONNECTION	Supplies - Plummer	09-4300-1100	500.00
P15-01387	LIFETRACK SERVICES, INC	Graduation Survey	09-5801-0000	636.00
P15-01389	Tahoe Pure	Water	09-4300-0000	500.00
P15-01425	VISTA HIGHER LEARNER	Books - Duckels	09-4100-0000	647.15
P15-01433	WAL-MART COMMUNITY BRC	Supplies - Dance Dept.	09-4300-9010	700.00
P15-01434	JMC WEB ENT	Supplies - Drama	09-4300-9010	330.00
P15-01454	CITY OF MARYSVILLE RECREATION DEPT	Production Advertisement	09-5890-0000	150.00
P15-01456	SACRAMENTO BALLET	Nutcracker - Ballet	09-5890-9010	465.00
P15-01457	SARTA MEMBERSHIP	Sarta Membership	09-5310-0000	40.00
P15-01468	AMAZON.COM	Atkins	09-4200-0000	87.08
P15-01471	AMAZON.COM	Supplies - Soltus	09-4300-0000	16.30
P15-01490	PRECISION 1 SCREENPRINTING AND EMBROIDERY	Senior Sweatshirts - Land	09-4300-9010	978.25
P15-01509	MYERS-STEVENS & CO INC	Short Term Insurance	09-5890-0000	35.00
P15-01511	HOME DEPOT	Supplies - MCAA	09-4300-0000	500.00
P15-01528	PSAT/NMSQT	PSAT Materials	09-4300-0000	294.00
P15-01529	MYERS-STEVENS & CO INC	Short Term Insurance	09-5890-0000	35.00
P15-01539	RESULTS RADIO KKCY COUNTRY/KMJE MAGIC 101.5	Radio Ad	09-5890-9010	200.00
P15-01546	PIONEER DRAMA SERVICE INC	Royalties	09-5890-0000	190.00
Total Location				10,541.65
Location Child Development (51)				
P15-01375	HASTIE'S CAPITOL SAND & GRAVEL	Cov Pre Grant	01-4300-9010	77.40
P15-01376	BUTTES PIPE & SUPPLY CO	Cov Pre Grant	01-4300-9010	23.98
P15-01377	UNION LUMBER COMPANY	Cov Pre Grant	01-4300-9010	214.52
P15-01424	AMAZON.COM	ECERS-R Book Supply for K Woods	12-4300-6105	100.35
P15-01427	HATCH COMPANY	Kynoch Preschool Supply Carmen Mota	12-4300-6105	22.19

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Includes Purchase Orders dated 10/01/2014 - 10/31/2014 Board Meeting Date November 18, 2014

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51) (continued)				
P15-01429	AMAZON.COM	EMCC Supplies Carmen Garcia	12-4300-6105	169.64
P15-01430	AMAZON.COM	Supplies for Health Clerk Pam Barnhill	01-4300-9041	25.00
P15-01460	LARRY BOGLE DBA: BOGLE CUSTOM CABINETS	CovPre Grant	12-5801-6145	1,575.00
P15-01498	AMAZON.COM	Linda School Readiness Room 301 Lulu Vaca	12-4300-6105	61.06
P15-01507	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Grant for Carmen Mota	01-4300-9010	500.00
P15-01508	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Playground Grant at Covillaud Preschool	01-4300-9010	119.87
P15-01532	APPEAL DEMOCRAT	Child Development Openings-Pre Para	12-5890-6105	275.49
P15-01538	SCHOOL HEALTH CORP. SPORTS HEALTH	Pam Barnhill SR Health Supplies	01-4300-9041	98.00
Total Location				3,262.50
Location Cordua Elementary (07)				
P15-01332	HEWLETT-PACKARD COMPANY	Cordua Laptop	01-4410-0003	1,021.33
P15-01420	RENAISSANCE LEARNING, INC	CORDUA	01-5801-0003	1,127.68
Total Location				2,149.01
Location Covillaud Elementary (09)				
P15-01328	OFFICE DEPOT B S D	Student supplies	01-4300-0003	81.44
P15-01363	RISO PRODUCTS OF SACRAMENTO	COV Ink	01-4300-3010	237.04
Total Location				318.48
Location Custodial Supervisor (206)				
P15-01340	HILLYARD - SACRAMENTO	Custodial supplies	01-4320-0000	70.06
P15-01569	Gallagher Fire FireDot.com	Fire Safety Stickers	01-4320-0000	206.35
Total Location				276.41
Location Dobbins Elementary (11)				
P15-01300	POSITIVE PROMOTIONS	RED RIBBON WEEK	01-4300-1100	91.57
P15-01325	CURRICULUM ASSOCIATES	Quick - Word Handbooks (Teri Soares)	01-4300-0003	97.28
P15-01327	SPELLING CITY	Spelling City	01-5801-3010	97.50
P15-01361	FLOCABULARY	Flocabulary	01-5801-3010	189.00
Total Location				475.35
Location Edgewater Elementary (12)				
P15-01243	SCHOLASTIC LIBRARY PUBLISHING	EDG Second Grade	01-4200-0003	598.81
P15-01522	IXL SUBSCRIPTIONS DEPARTMENT	Edgewater School	01-5801-0003	2,680.00

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Board Meeting Date November 18, 2014

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Edgewater Elementary (12) (continued)				
P15-01526	WALKER'S OFFICE SUPPLIES	Edg Nurse's Office Desk	01-4300-1100	467.46
Total Location				3,746.27

Location Ella Elementary (13)				
P15-01324	OFFICE DEPOT B S D	Open PO Office Depot	01-4300-0003	3,000.00

Location Facilities (66)				
P15-01351	BEEBE INDUSTRIES, INC.	8038: Yuba Feather Classroom Bldg	23-6171-9010	2,096.25
P15-01458	RINCON CONSULTANTS, INC	8085 - NEW DISTRICT OFFICE	25-6171-0000	184.50
P15-01504	Bluebeam Software	FACILITIES SOFTWARE - BLUEBEAM REVU STANDARD	25-4300-0000	657.00
Total Location				2,937.75

Location Foothill Intermediate (35)				
P15-01291	SUTTER COUNTY SCHOOLS	Shady Creek Clothing	01-4300-9010	670.00
P15-01296	AMAZON.COM	Spec Ed.	01-4300-6500	46.97
P15-01321	FREY SCIENTIFIC COMPANY	science	01-4300-0003	15.05
P15-01334	AMAZON.COM	FHS Cart Casters	01-4320-0000	141.17
P15-01381	SCHOOL MATE	fhs	01-4300-0003	174.69
P15-01397	HEWLETT-PACKARD COMPANY	FHS Student Laptops	01-4410-0003	3,063.98
P15-01398	HEWLETT-PACKARD COMPANY	FHS Student Desktop Computers	01-4410-0003	5,326.74
P15-01403	PERMA BOUND	Library	01-4200-3010	2,500.00
P15-01404	RENAISSANCE LEARNING, INC	FHS	01-5801-3010	357.19
P15-01423	NWN CORPORATION	FHS laptop batteries and power supplies	01-4300-0003	216.00
P15-01470	AMAZON.COM	FHS Cameras	01-4300-1100	861.08
P15-01473	RISO PRODUCTS OF SACRAMENTO	FHS	01-4300-0003	540.37
P15-01475	GOVCONNECTION, INC.	FHS Bulb	01-4300-0003	357.79
P15-01484	Plastic Scribbler, Inc.	Bertalan, F	01-4300-0003	125.23
Total Location				627.96
Total Location				15,024.22

Location Grounds (65)				
P15-01352	OFFICE DEPOT B S D	Open PO Grounds 14/15	01-4300-0000	200.00
P15-01452	ARNE'S PAINT STORE INC.	GROUNDS / SUPPLIES	01-4300-0000	500.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Indian Education (108)			Total Location	700.00
P15-01500	NWN CORPORATION	Indian Ed Printer	01-4410-7210	888.92
Location Instruction (IMC) (110)				
P15-01463	Illuminate Education, Inc.	Illuminate Training August 2014	01-5801-3010	1,500.00
P15-01491	OFFICE DEPOT B S D	Supplies	01-4300-0000	120.54
Total Location				1,620.54
Location Johnson Park Elementary (15)				
P15-01281	RENAISSANCE LEARNING, INC	JPE AR Renewal 14-15 SY	01-5801-0003	4,386.50
P15-01356	Brinkers Welding and Metal Fab	invoice # 120	01-4300-1100	212.80
Total Location				4,599.30
Location Kynoch Elementary (17)				
P15-01289	YUBA SUTTER REGIONAL ART COUNC	Music Services	01-5801-1100	2,500.00
P15-01326	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	Classroom supplies	01-4300-3010	8.56
P15-01342	BISHOP'S PUMPKIN FARM	Field Trip Admission Fee	01-5890-9010	952.00
P15-01466	RISO PRODUCTS OF SACRAMENTO	copy machine supplies	01-4300-0004	2,220.75
P15-01527	GOVCONNECTION, INC.	KYN Projector Bulbs	01-4300-3010	1,246.14
Total Location				6,927.45
Location Linda Elementary (19)				
P15-01331	Bright Solutions for Dyslexia	Special Ed. materials	01-4300-6500	283.70
P15-01402	KING CLOTHING	Yard Duty Supervisor Shirts (PBIS Safety)	01-4300-1100	312.56
P15-01450	Wendolyn Rose Cooper	Music Consultant Services	01-5801-1100	3,350.00
P15-01469	Follett School Solutions, Inc.	LIN Scanner	01-4300-0003	287.60
P15-01506	AMAZON.COM	i pad covers	01-4300-0003	291.54
P15-01531	PETE'S MUSIC & ACCORDIAN CENTER	song flutes for 4th grade	01-4300-0004	220.38
Total Location				4,745.78
Location Lindhurst High (43)				
P15-01279	Discipline Associates	Brian Mandler	01-5801-0003	4,600.00
P15-01282	TWIN CITIES EQUIPMENT RENTAL	Athletics	01-5630-0000	295.05
P15-01283	TWIN CITIES EQUIPMENT RENTAL	Athletics	01-5630-0000	536.00
P15-01285	AMAZON.COM	Library	01-4200-0003	869.05

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P15-01287	Rubber Stamps Unlimited, Inc.	Sleigh	01-4300-0003	45.58
P15-01297	GOVCONNECTION, INC.	Spangler	01-4300-9013	241.88
P15-01298	J.W. PEPPER & SON, INC	Sleigh	01-4300-0003	51.60
P15-01310	HEWLETT-PACKARD COMPANY	LHS Computers	01-4410-0003	4,707.70
P15-01313	UNITED RENTALS	CUSTODIAL/PRESSURE WASH AT LHS	01-5630-0000	1,617.57
P15-01319	MEDCO SCHOOL FIRST AID	Hutchinson	01-4300-9013	1,292.41
P15-01365	AMAZON.COM	Atkinson	01-4300-0003	75.14
P15-01374	J.W. PEPPER & SON, INC	Sleigh	01-4300-0003	108.04
P15-01379	TWIN CITIES EQUIPMENT RENTAL	Athletics 9/19/14 Game	01-5630-0000	279.00
P15-01388	UNITED RENTALS	Athletics 9/5/14 Game	01-5630-0000	256.53
P15-01396	APPLE COMPUTER INC	Ehrke/Taylor	01-4300-0003	200.00
P15-01399	Discipline Associates	Brian Mendler	01-4300-0003	860.00
P15-01400	JERRY REIERSEN PIANO SERVICE	Sleigh	01-5801-0003	270.00
P15-01401	MYERS-STEVENS & CO INC	Rideout TLC	01-5890-1100	70.00
P15-01409	Floral Resources Sacramento	Cummins	01-4300-9013	1,000.00
P15-01417	UPSTART	Library	01-4300-0003	87.34
P15-01419	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	LHS G - Staff Room	01-4410-0004	614.01
P15-01442	Southwest Interiors, Inc.	LHS Lockers	14-6500-0000	118,501.17
P15-01493	AMAZON.COM	Abbott	01-4300-0003	84.87
P15-01570	HEWLETT-PACKARD COMPANY	LHS Student Desktop Computers	01-4410-0003	1,466.58
Total Location				138,129.52
Location Maintenance (63)				
P15-01224	RB SPENCER	MAINTENANCE/JOHNSON PARK	01-5642-8150	78.00
P15-01273	CAPITOL LIGHTING PLASTICS, INC	MAINTENANCE/LHS	01-4300-8150	10,543.75
P15-01274	AMERICAN CHILLER SERVICE INC	MAINTENANCE/LHS CHILLERS	01-5642-8150	11,223.00
P15-01275	LENNOX INDUSTRIES, INC.	MAINTENANCE/FOOTHILL SCHOOL ROOM 19	01-4300-8150	2,643.60
P15-01339	FEATHER RIVER AIR QUALITY	MAINTENANCE ANNUAL PERMIT 2015	01-5801-8150	1,876.62
P15-01341	VON TOUR CRANE & RIGGING, INC.	MAINTENANCE/FOOTHILL	01-5801-8150	393.75
P15-01378	AMERICAN CHILLER SERVICE INC	MAINTENANCE/LHS CHILLERS	01-5642-8150	1,395.90
P15-01413	KING CLOTHING	Maintenance Shirts - Invoice	01-4300-8150	1,615.65

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P15-01437	NORTH VALLEY BARRICADE & SAFET	MAINTENANCE/STOCK	01-4300-8150	175.98
P15-01438	TRACTOR SUPPLY COMPANY	MAINTENANCE/LHS	01-4410-8150	1,547.96
P15-01439	YUBA CITY SCRAP & STEEL	MAINTENANCE/LHS GATE	01-4300-8150	37.24
P15-01440	KINNEY ELECTRIC	MAINTENANCE/MHS POOL	01-4300-8150	695.50
P15-01441	SUN GRO HORTICULTURE	MAINTENANCE/ELLA SCHOOL, CEDAR LANE ELEMENTARY	01-4300-8150	11,400.70
P15-01465	NWN CORPORATION	Maint Color Printer	01-4300-8150	883.70
P15-01492	RAY W. JOHNSON COMPANY, INC	MAINTENANCE/EDGEWATER	01-5801-8150	78.63
P15-01494	THE HOSE SHOP	MAINTENANCE/MCKENNEY SCHOOL	01-4300-8150	291.67
P15-01495	MESCHER DOOR COMPANY	MAINTENANCE SHOP	01-5642-8150	125.00
P15-01501	SLAKEY BROS	MAINTENANCE/YUBA GARDENS SCHOOL RM 15	14-4410-0000	2,369.15
P15-01502	FLETCHERS PLUMBING & CONTRACTING INC.	MAINTENANCE/FOOTHILL INTERMEDIATE	01-5801-8150	300.00
P15-01503	RICHALL ELECTRIC COMPANY	MAINTENANCE/DISTRICT OFFICE	01-5642-8150	3,280.61
P15-01515	ABC SCHOOL EQUIPMENT	MAINTENANCE/LINDA ELEMENTARY	01-4410-8150	3,530.49
P15-01516	NSP3	MAINTENANCE/KYNOCH	01-4300-8150	767.96
P15-01517	FLETCHERS PLUMBING & CONTRACTING INC.	MAINTENANCE/FOOTHILL INTERMEDIATE SCHOOL	01-5801-8150	400.00
P15-01518	RUSSELL SIGLER, INC.	MAINTENANCE/COVILLAUD RM A13	01-4410-8150	2,476.80
P15-01545	DICKINSON ENERGY SOLUTIONS	MAINTENANCE/OLIVEHURST	14-5801-0000	3,000.00
P15-01547	ALL RITE ROOFING	MAINTENANCE/ELLA SCHOOL	01-5642-8150	990.00
P15-01548	DICKINSON ENERGY SOLUTIONS	MAINTENANCE/MCKENNEY	14-5801-0000	3,000.00
P15-01549	DICKINSON ENERGY SOLUTIONS	MAINTENANCE/YUBA GARDENS INTERMEDIATE	14-5801-0000	3,000.00
P15-01550	DICKINSON ENERGY SOLUTIONS	MAINTENANCE/ELLA SCHOOL	14-5801-0000	3,000.00
P15-01551	DICKINSON ENERGY SOLUTIONS	MAINTENANCE/COVILLAUD	14-5801-0000	3,000.00
P15-01552	DICKINSON ENERGY SOLUTIONS	MAINTENANCE/LINDA ELEMENTARY	14-5801-0000	3,000.00
P15-01553	DICKINSON ENERGY SOLUTIONS	MAINTENANCE/LINDHURST HIGH SCHOOL	14-5801-0000	3,000.00
P15-01554	DICKINSON ENERGY SOLUTIONS	MAINTENANCE/YUBA FEATHER SCHOOL	14-5801-0000	3,000.00
P15-01574	ALL RITE ROOFING	MAINTENANCE/MARYSVILLE HIGH SCHOOL	01-5642-8150	3,220.00
P15-01575	FLETCHERS PLUMBING & CONTRACTING INC.	MAINTENANCE/FOOTHILL INTERMEDIATE SCHOOL	01-5801-8150	300.00
P15-01576	DEPARTMENT OF TOXIC SUBSTANCES CONTROL/ACCOUNTING	MAINTENANCE/DISTRICT OFFICE	01-5890-8150	532.50
P15-01577	SHADD JANITORIAL SUPPLY	MAINTENANCE/ABE LINCOLN	01-4300-8150	114.81

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Total Location 87,288.97

Location Marysville High (45)

P15-01294	RISO PRODUCTS OF SACRAMENTO	MARYSVILLE HIGH SCHOOL	01-4300-0003	991.28
P15-01295	Taylor Muniz	Frances Duncan Scholarship	73-7299-9020	2.81
P15-01317	AMAZON.COM	Speaker	01-4300-0004	322.49
P15-01336	OFFICE DEPOT B S D	Classroom Supplies	01-4300-9013	500.00
P15-01338	AMAZON.COM	Classroom Supplies ROP Animation	01-4300-9013	1,040.83
P15-01366	AMAZON.COM	ROP Yearbook Supplies	01-4300-9013	233.22
P15-01372	ADA BADMINTON & TENNIS	Classroom Supplies	01-4300-1100	84.50
P15-01385	GOPHER SPORT	classroom supplies	01-4300-1100	562.18
P15-01426	MYERS-STEVENSON & CO INC	TLC/Rideout	01-5890-1100	49.00
P15-01431	McConkey	ROP Landscaping supplies	01-4300-9013	1,526.74
P15-01432	REDI-GRO	ROP Landscaping	01-4300-9013	1,079.13
P15-01455	Katie Bell	Camille Freel Scholarship	73-7299-9020	192.00
P15-01474	Follett School Solutions, Inc.	MHS US History and Algebra 2	01-4100-6300	3,526.34
P15-01489	K-12 TEXTBOOKS	MHS World History Textbooks	01-4100-0004	1,645.20
			01-4100-6300	3,600.00
P15-01496	SAMS CLUB DIRECT	Miscellaneous classroom supplies	01-4300-1100	100.00
P15-01499	CAPITOL PLYWOOD INC.	classroom supplies	01-4300-9013	860.00
P15-01533	PRESTWICK HOUSE	classroom supplies	01-4300-0004	105.70
P15-01534	OFFICE DEPOT B S D	Classroom Supplies	01-4300-9013	2,000.00
P15-01536	MYERS-STEVENSON & CO INC	Legi School 10/28/14	01-5890-1100	105.00
P15-01541	OFFICE DEPOT B S D	ROP Medical	01-4300-9013	200.00
P15-01561	UNION LUMBER COMPANY	ROP classroom supplies	01-4300-9013	200.00
Total Location				18,926.42

Location McKenney Intermediate (37)

P15-01271	SCHOLASTIC LIBRARY PUBLISHING	LIBRARY	01-4200-9010	478.91
P15-01280	Safety Sign	OFFICE	01-4300-6690	448.42
P15-01312	FLINN SCIENTIFIC INC	GANDHI	01-4300-0003	309.34
P15-01369	RISO PRODUCTS OF SACRAMENTO	MCKENNEY / SUPPLIES	01-4300-1100	853.34
P15-01371	Chase Flores	DANCE	01-5801-9010	250.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location McKenney Intermediate (37) (continued)					
P15-01464	PETE'S MUSIC & ACCORDIAN CENTER	BAND	01-4300-1100	300.00	
P15-01562	Pa Houa Xiong	SCHOLARSHIP	73-7299-9020	50.00	
P15-01563	Tom Cheng	Scholarship	73-7299-9020	50.00	
P15-01564	Wenbin Li	SCHOLARSHIP	73-7299-9020	50.00	
P15-01565	Darius Rucker	SCHOLARSHIP	73-7299-9020	50.00	
P15-01566	Alex Keth	SCHOLARSHIP	73-7299-9020	50.00	
P15-01567	Amy Bernard	SCHOLARSHIP	73-7299-9020	50.00	
P15-01568	Amanda Yang	SCHOLARSHIP	73-7299-9020	50.00	
Total Location				2,990.01	
Location North Marysville (46)					
P15-01288	AMAZON.COM	NMHS Splitter	01-4300-0000	12.06	
P15-01407	CHICO NEWS AGENCY INC	Catcher in the Rye	01-4200-3010	177.05	
Total Location				189.11	
Location Nutrition Services (73)					
P15-01269	POSITIVE PROMOTIONS	CARD ORDER	13-4300-5310	143.88	
P15-01270	LA TAPATIA TORTILLERIA, INC	CHIP ORDER	13-9325-5310	592.80	
P15-01276	PILGRIM'S PRIDE CORPORATION	FOOD ORDER	13-9325-5310	12,940.00	
P15-01277	SCHWAN'S FOOD SERVICE	FOOD ORDER	13-9325-5310	18,820.70	
P15-01308	SYSO FS OF SACRAMENTO INC.	Deliver to Warehouse	13-9325-5310	1,148.10	
P15-01343	JENNIE-O-TURKEY STORE	DELIVER TO WAREHOUSE	13-9326-5310	3,692.79	
P15-01344	SYSO FS OF SACRAMENTO INC.	deliver to warehouse	13-9325-5310	9,317.80	
			13-4313-5310	998.64	
			13-9326-5310	625.15	
P15-01345	SYSO FS OF SACRAMENTO INC.	FOOD ORDER	13-9325-5310	410.64	
P15-01346	PRO PACIFIC FRESH	DELIVER TO WAREHOUSE	13-9325-5310	2,880.00	
P15-01350	Tasty Brands	Direct Delivery	13-9325-5310	16,980.08	
P15-01373	INTEGRATED FOOD SERVICES	DELIVER TO WAREHOUSE	13-9325-5310	18,904.48	
P15-01392	ADVANCE PIERRE FOODS	DELIVER TO WAREHOUSE	13-9325-5310	11,617.30	
P15-01393	BUENA VISTA FOOD PRODUCTS	Deliver to Warehouse	13-9325-5310	8,737.50	
P15-01414	EAST BAY RESTAURANT SUPPLY, INC.	Linda oven	13-4450-5310	10,869.35	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P15-01415	Fat Cat Scones	Deliver to Warehouse	13-9325-5310	8,385.00
P15-01416	ULINE.COM	DELIVER TO WAREHOUSE	13-4300-5310	779.08
P15-01435	The Fruitguys	FFVP	13-4716-5370	95,000.00
P15-01436	GOLD STAR FOODS	FOOD ORDER	13-9325-5310	1,175.12
P15-01443	Bare Foods Co. DBA Bare Snacks	DIRECT ORDER	13-9325-5310	2,027.52
P15-01444	LAND O'LAKES, INC	direct order	13-9325-5310	9,995.50
P15-01445	TYSON FOODS	DIRECT ORDER	13-9325-5310	20,830.40
P15-01446	LA TAPATIA TORTILLERIA, INC	CHIP ORDER	13-9325-5310	592.80
P15-01447	Shirts Unlimited	SHIRT ORDER	13-4300-5310	785.35
P15-01448	Shirts Unlimited	SHIRT ORDER	13-4300-5310	1,528.01
P15-01449	Jimmy Gibson	STUDENT REFUND	13-5892-5310	49.25
P15-01510	Fat Cat Scones	FOOD ORDER	13-4717-5310	120.90
P15-01512	GOLD STAR FOODS	FOOD ORDER	13-9325-5310	2,808.96
P15-01513	INTEGRATED FOOD SERVICES	FOOD ORDER	13-9325-5310	1,413.00
P15-01542	SYSCO FS OF SACRAMENTO INC.	FOOD ORDER	13-9325-5310	8,599.68
P15-01543	SYSCO FS OF SACRAMENTO INC.	JUICE ORDER	13-9325-5310	289.70
P15-01555	GOODMAN FOODS DBA: DON LEE FR AMS	FOOD ORDER	13-9325-5310	3,240.00
Total Location				11,695.50
Total Location				287,994.98
Location Olivehurst Elementary (25)				
P15-01286	KAPLAN SCHOOL SUPPLY	CLASSROOM SUPPLIES	01-4300-1100	454.90
P15-01395	CAPSTONE	CLASSROOM	01-4200-0003	639.22
P15-01520	PERMA BOUND	CLASSROOM	01-4200-0003	537.53
P15-01559	TODAY'S CLASSROOM	CLASSROOM MATERIALS	01-4300-0003	1,594.53
Total Location				3,226.18
Location Personnel (113)				
P15-01382	APPEAL DEMOCRAT	Classified Job Ad - Maint III	01-5890-0000	205.90
P15-01391	BAUDVILLE	Years of Service Employee Awards	01-4300-0000	3,751.28
Total Location				3,957.18
Location Pupil Services (202)				

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Location Pupil Services (202)				
P15-00383	TOGETHER BEHAVIOR SOLUTIONS	STUDENT SERVICES	01-5801-6512	22,500.00
P15-01333	PHONAK	FM Unit Audio Shoes for Grayson Hagenbuch	01-4300-6500	123.74
P15-01367	SUPER DUPER PUBLICATIONS DEPT SD 2004	tongue depressors for speech lessons	01-4300-6500	128.46
P15-01368	PEARSON ASSESSMENTS ORDER DEPARTMENT	scoring subscriptions	01-4300-6500	75.25
P15-01505	GOPHER SPORT	APE equipment ordered for Kacy	01-4300-6500	31.13
Total Location				22,858.58
Location South Lindhurst (47)				
P15-01318	HOME DEPOT	SLHS	01-4300-7010	200.00
P15-01453	CALIFORNIA ASSN FFA ATTN: KATIE OTTO	AG Dept.	01-4300-7010	1,090.81
P15-01560	EN FFA % EAST NICHOLAUS HIGH SCHOOL	Opening and Closing Ceremonies	01-4300-7010	32.00
Total Location				1,347.81
Location Student Discipline/Attendance (109)				
P15-01284	CENTER FOR EDUCATION AND EMPLOYMENT LAW	Subscription Renewal School Safety	01-5801-0000	179.00
P15-01357	SWIS	SWIS 2014-2015	01-4300-1100	400.00
Total Location				400.00
Location Technology (102)				
P15-01347	HEWLETT-PACKARD COMPANY	Windows Server Licenses	01-4300-0000	35,263.00
P15-01360	NETWORK CONSULTING SERVICES INC.	VMware vSphere Upgrade	01-4300-0000	27,360.00
Total Location				62,623.00
Location Transportation (69)				
P15-01353	APPEAL DEMOCRAT	TRANSPORTATION	01-5890-0230	500.00
P15-01459	HANCOCK PETROLEUM ENGINEERING	TRANSPORTATION	01-5641-0230	1,000.00
P15-01472	HOLT OF CALIFORNIA	TRANSPORTATION/REPAIRS	01-5641-0230	2,200.00
P15-01476	DOW LEWIS MOTORS	TRANSPORTATION/REPAIRS	01-5641-0230	1,000.00
P15-01544	DERCO SUPPLY	TRANSPORTATION	01-4300-0230	9.33
Total Location				4,709.33

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Warehouse (71)				
P15-01278	THE TREE HOUSE	Warehouse Stock 14-15 S.Y.	01-9320-0000	368.36
P15-01306	MOHINDER SPORT INC	Warehouse Stock 14-15 S.Y.	01-9320-0000	899.02
P15-01307	STANDARD STATIONERY SUPPLY CO	Warehouse Stock 14-15 S.Y.	01-9320-0000	81.84
P15-01479	SCHOOL SPECIALTY	Warehouse Stock 14-15 S.Y.	01-9320-0000	226.40
P15-01486	STANDARD STATIONERY SUPPLY CO	Warehouse Stock 14-15 S.Y.	01-9320-0000	20.69
P15-01487	SAC VAL JANITORIAL SALES & SERVICES, INC.	Warehouse Stock 14-15 S.Y.	01-9320-0000	474.29
P15-01535	FROGG TOGGS	Rain Suits	01-4300-0000	66.90
P15-01558	J L DESIGNS	Whse Shirts	01-4300-0000	215.00
P15-01573	MOHINDER SPORT INC	Warehouse Stock 14-15 S.Y.	01-9320-0000	1,012.52
Total Location				3,365.02
Location Yuba Feather K-6 (29)				
P15-01335	OFFICE DEPOT B S D	Admin 1009 Open PO	01-4300-1100	500.00
P15-01410	Genesis, Inc.	Yuba Feather School	01-4300-0003	54.73
P15-01467	CURRICULUM ASSOCIATES	Yuba Feather School	01-4300-3010	62.27
Total Location				617.00
Location Yuba Gardens Intermediate (39)				
P15-01044	MCGRAW-HILL SCHOOL EDUCATION	BARON/GATES	01-4100-0003	3,997.14
P15-01046	PEARSON EDUCATION	BARON/GATES	01-4100-0003	1,729.22
P15-01309	GREAT LAKES SPORTS	CHURCHILL/GATES	01-4300-1100	2,475.75
P15-01315	SOUNDS PROJECTIONS	CHURCHILL/GATES	01-4300-1100	74.13
P15-01316	FLINN SCIENTIFIC INC	LEHMER/GATES	01-4300-0003	1,510.95
			01-4410-0003	532.08
P15-01329	AMAZON.COM	WATERS/GATES	01-4300-0003	95.62
P15-01394	SHADD JANITORIAL SUPPLY	YLST/GATES	01-4300-1100	986.08
P15-01405	TROXELL COMMUNICATIONS INC	YGS iPad Cart	01-4410-0003	3,183.43
P15-01421	WARDS NATURAL SCIENCE	LEHMER/GATES	01-4300-0003	170.60
P15-01519	TRIARCO ARTS & CRAFTS, LLC	SBOLE/GATES	01-4300-1100	1,162.29
P15-01521	MYERS-STEVENS & CO INC	YLST/GATES	01-5890-1100	460.25
P15-01530	Courthouse Cafe	YLST/GATES	01-4300-1100	440.80
P15-01557	Follett School Solutions, Inc.	ANTROBUS/GATES	01-4300-0003	175.08

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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Includes Purchase Orders dated 10/01/2014 - 10/31/2014

Board Meeting Date November 18, 2014

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
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Location Yuba Gardens Intermediate (39) (continued)

P15-01572 NWN CORPORATION

YGS Brother Printers

01-4300-0003	402.05
Total Location	17,395.47
Total	910,624.77

Total Number of POs

306

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	219	461,531.53
09	Chrttr Schs	28	10,541.65
12	Child Dev	6	2,203.73
13	Cafeteria	31	287,994.98
14	Def Maint	10	144,870.32
23	MJ G BND9P	1	2,096.25
25	Cap Fac	2	841.50
73	Fndn Priv	9	544.81
Total			910,624.77

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Includes Purchase Orders dated 10/01/2014 - 10/31/2014

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P12-01161	268,477.29	23-6171	MJ G BND9P/Other Cost	138,163.69
P12-01240	178,984.80	25-6222	Cap Fac/Prelim Tes	92,109.21
P14-02461	4,127,519.40	25-6210	Cap Fac/Buildings	984,119.40
P15-00027	2,870.75	01-5621	Gen Fund/Maint Cont	900.00
P15-00064	2,800.00	01-4300	Gen Fund/Mat&Suppli	1,989.10
P15-00099	9,000.00	01-4300	Gen Fund/Mat&Suppli	4,000.00
P15-00102	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P15-00112	1,500.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P15-00113	21,000.00	01-4300	Gen Fund/Mat&Suppli	2,117.09
P15-00152	121.70	01-4300	Gen Fund/Mat&Suppli	21.70
P15-00214	15,000.00	01-5641	Gen Fund/Equip Repa	5,000.00-
P15-00215	10,900.00	01-4330	Gen Fund/Supp Vehic	200.00
P15-00219	4,000.00	01-4364	Gen Fund/Tools/Part	264.19-
P15-00232	2,000.00	01-4330	Gen Fund/Supp Vehic	1,000.00-
P15-00240	10,000.00	01-4364	Gen Fund/Tools/Part	20,254.29-
P15-00259	1,200.00	01-4330	Gen Fund/Supp Vehic	200.00
P15-00386	6,435.00	01-5870	Gen Fund/In-Lieu Tr	2,435.00
P15-00516	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P15-00529	329.84	01-4300	Gen Fund/Mat&Suppli	8.27-
P15-00531	520.00	01-4300	Gen Fund/Mat&Suppli	20.00
P15-00558	465.00	01-4300	Gen Fund/Mat&Suppli	115.00
P15-00639	4,000.00	01-4300	Gen Fund/Mat&Suppli	2,000.00
P15-00781	550.00	09-4300	Chtrr Schs/Mat&Suppli	300.00
P15-00957	506.78	09-4300	Chtrr Schs/Mat&Suppli	6.78
P15-00966	1,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P15-00967	550.00	01-4300	Gen Fund/Mat&Suppli	250.00
P15-00982	1,431.42	01-4300	Gen Fund/Mat&Suppli	372.49
P15-00991	31.66	01-4300	Gen Fund/Mat&Suppli	3.38
P15-01004	7,070.00	09-5801	Chtrr Schs/Contracts	4,000.00
P15-01151	5,000.00	01-4364	Gen Fund/Tools/Part	4,000.00

Includes Purchase Orders dated 10/01/2014 - 10/31/2014

Board Meeting Date November 18, 2014

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P15-01205	2,646.99	01-5801	Gen Fund/Contracts	427.23-
		01-5910	Gen Fund/Postage	169.50
			Total for P15-01205	257.73-
P15-01354	135,000.00	01-5100	Gen Fund/SERVICES	93,399.27-
		01-5801	Gen Fund/Contracts	4,486.11-
			Total for P15-01354	97,885.38-
P15-01408	74,250.00	25-5801	Cap Fac/Contracts	64,250.00
			Total PO Changes	1,180,402.98

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Sutter County Superintendent of Schools

MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement is made and entered into this 1st day of July, 2014, by and between the Marysville Joint Unified School District (hereinafter referred to as "local educational agency" or "LEA") having an address at 1919 B Street, Marysville, CA 95901 and the Sutter County Superintendent of Schools, Region 3 Local Educational Consortium (hereinafter referred to as "LEC") having an address at 970 Klamath Lane, Yuba City, CA 95993; (hereinafter referred to individually, the "Party" and collectively, the "Parties").

RECITALS

- A. The Department of Health Care Services ("DHCS") is the single State agency responsible for administering the California Medical Assistance Program ("Medi-Cal") and the School-based Medi-Cal Administrative Activities Program ("SMAA") for Local Educational Consortia, Region 3, in accordance with California Welfare and Institutions Code Section 14132.4(c)(1). The catalog of Federal Domestic Assistance ("CFDA") number for this federal program is 93.778, Medical Assistance Program ("Medi-Cal").
- B. LEC in accordance with California Welfare and Institutions Code Section 14132.47, subdivision (q)(1), is the agency responsible for coordination of SMAA for the California County Superintendents Educational Services Association ("CCSESA") LEC Region 3.
- C. LEC has entered into that certain Agreement (Contract # 14-90203) with DHCS for Administrative Services Related to Medi-Cal Administrative Activities, dated July 1, 2014, and effective through June 30, 2017.
- D. Pursuant to the DHCS Contract, LEC has agreed to act as the administrative agency for matters on behalf of the local educational agencies claiming reimbursement of federal monies for Medi-Cal Administrative Activities ("MAA") services in accordance with California Welfare & Institutions Code Section 14132.47.
- E. LEA is located within the LEC Region 3 and regularly makes claims under Medi-Cal. LEC and LEA desire to enter into an agreement memorializing the respective obligations of the Parties in connection with the submission of the Medi-Cal invoices to the DHCS for reimbursement from the Federal government.
- F. Four regional Local Educational Consortia formed the Central California SMAA Consortia (hereinafter referred to "CCSC") to share the duties associated with the preparation of quarterly time studies using the RMTS (Random Moment Time Study) methodology. The CCSC is comprised of the following Regional Local Educational Consortia:
 - o Region 3 (Sutter County Superintendent of Schools)
 - o Region 4 (Contra Costa County Office of Education)
 - o Region 5 (Santa Cruz County Office of Education)
 - o Region 6 (Stanislaus County Office of Education)

G. While the CCSC will combine Local Educational Consortiums for the purpose of creating a viable sample pool that can create a statistically valid random sample of moments, the claiming units will continue to individually invoice DHCS through their respective Local Educational Consortiums. DHCS will continue to enter into signed agreements with the individual Local Educational Consortiums and not enter into any agreement(s) with any consortia as a whole.

- o Each quarter's survey moments will be randomly distributed among the consortia's claiming unit participants. All of the claiming units within the consortia that have satisfied the established participant standards will use the quarter's RMTS results for calculation on their individual invoice to be submitted to DHCS.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the terms and conditions contained herein, the Parties hereby agree as follows:

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement shall be effective for twelve (12) consecutive months commencing July 1st, 2014 for preparing SMAA claims for LEA on a quarterly basis. The quarters are the three-month periods of July through September, October through December, January through March, and April through June. The first claim shall be submitted for the July through September quarter, 2014.

LEA may terminate this agreement, with or without cause, ninety (90) days prior to the beginning of any RMTS applicable quarter as defined above. However, once the LEA has submitted a "Time Study Participant Roster Report" according to the DHCS SMAA manual guidelines and requirements, they may not terminate until the next quarter survey period. The LEA will be responsible for maintaining participation during these quarters. If the LEA terminates on or before July 1st of any fiscal school year, the LEA will be responsible for the LEC fees for the next averaged quarter. Written notice must be sent to LEC and the LEA agrees to pay all LEC fees for services provided by the LEC through the effective date of termination.

2. OPERATING PROCEDURES/SERVICES PROVIDED

LEC shall be responsible for supporting the processing of all those RMTS claims for services rendered by LEA and its employees or agents as incorporated in this agreement as Exhibit A.

- A. Services Provided: LEC will provide the following services to LEA's. The LEC shall:
- (1) Coordinate, schedule, and provide necessary training to representatives of each LEA according to the DHCS SMAA RMTS requirements.
 - (2) Review and code all SMAA RMTS "moments", reviewing the moments to ensure they are complete and assist participating LEA's to finalize the "moments".
 - (3) Process RMTS moments for invoicing.
 - (4) Provide the required SMAA documents for operational plans and give direction to LEA's for gathering necessary audit materials for each claiming unit for each

- quarter.
- (5) Prepare invoices for submittal to the Department of Health Care Services for each participating LEA for each survey quarter.
 - (6) Provide the LEA a "hard copy" RMTS methodology to capture the moments for those Time Survey Participants (TSP) who cannot access the SSP for completing the assigned moment.
 - (7) Provide the "tape match percentage" from data submitted by LEA's.
 - (8) Assist LEAs to prepare for Center for Medicare and Medicaid Services and Department of Health Care Services site reviews and audits.
 - (9) Perform all aspects of the Random Moment Time Study (RMTS) methodology processing and provide all necessary support, programs and processes for LEA participation.
 - (10) LEC reserves the right to not certify invoices that do not comply with LEC, State and Federal SMAA requirements.
 - (11) LEC shall certify to DHCS the amount of LEA general funds or other funds allowed under Federal law and regulation expended on the allowable SMAA activities.
 - (12) LEC shall be the exclusive service provider for all SMAA Claiming Activities within Region 3 LEC Service Region, including but not limited to the administration of the State-approved time survey methodology, participant training, invoice preparation, program monitoring and audit compliance.
 - (13) LEC shall delegate certain administrative activities to vendors to assist with the administration of the program.
 - (14) LEC shall certify to DHCS:
 - a. The availability and expenditure of funds for all non-Federal share costs of performing Program activities.
 - b. The expenditures of LEA that represent costs eligible for Federal financial participation in the fiscal year.
 - (15) Issue reimbursement to District on claims approved and paid by DHCS within 30 days of receipt.
 - (16) Maintain LEC SMAA Audit Binder, pursuant to the State-approved SMAA Claiming Plan.
 - (17) LEC will act as the liaison between LEA and DHCS.

B. LEA shall provide the following and as incorporated in this agreement as Exhibit A.

- (1) Adhere to all timelines established by LEC and DHCS. Submit all forms, documentation, and fiscal data in a manner prescribed by LEC and as required for the successful preparation and submission of SMAA RMTS claims pursuant to California law.
- (2) Initially and for every quarter thereafter, provide a list of participants with job titles and standardized work hours or "shifts" as defined for the RMTS System Software Platform (SSP) uploads and updates.
- (3) Yearly and quarterly, provide the LEC approved school calendars and notify the LEC of any changes in the approved school calendar throughout the school year.
- (4) Arrange for LEA Time Survey Participant (TSP) staff to have access to the SSP Vendor website for moment completion or provide a hard copy version to satisfy

the moments.

- (5) Arrange for the LEA MAA Coordinator(s) or Designee to attend required training sessions related to the SSP and RMTS methodology and oversees the completion of the RMTS process.
- (6) Provide a contact person who shall serve as coordinator for all programmatic and fiscal LEA SMAA RMTS activities.
- (7) Notify LEC of any errors and/or omissions in information sent to LEC so that LEC may process a claim adjustment for submission to Medi-Cal.
- (8) During each time study quarter, the LEA will be required to maintain a minimum response rate of 85% of the moments assigned the LEA TSP's. If the LEA is unable to maintain a return rate of 85% of valid moments assigned, the LEA will have sanctions applied according to Section 11, SANCTIONS of this agreement.
- (9) Federal regulations require that a LEA maintain all records in support of allowable MAA activities for a minimum of five (5) fiscal years after the end of the quarter in which the LEC receives reimbursement from DHCS for the expenditures incurred. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit must be retained throughout the audit's duration or final resolution of all audit exceptions, deferrals, and/or disallowances whichever is greater. All records retained must be stored ready-to-review in an Audit file: these files must be available to LEC, State, and Federal reviewers and auditors upon request in accordance with record retention requirements set forth under Title 42 of the Code of Federal Regulations (CFR), Section 433.32. Similarly, the documents that support the construction of a MAA claim must be kept five years after the last claim revision.
- (10) LEA will ensure that invoice claims conform to all DHCS requirements at the time such claims are processed.
- (11) In the event an LEA reimbursement is disallowed after disbursement, the LEA must repay the disallowed amount to DHCS via the LEC and develop a revised invoice for LEC's review and submittal to DHCS. LEC will submit the revised invoice and repayment to DHCS for reconsideration pursuant to California Welfare & Institutions Code Section 14132.47, subsection (k). Should LEC take action to collect disallowed costs not paid by the LEA, the LEA shall reimburse LEC for all costs associated with such action, including, but not limited to any attorney's fees.

3. FEE SCHEDULE

LEA shall pay the LEC a quarterly fee according to the following structure:

1. LEA shall pay to LEC, a fee equivalent to 9% of the SMAA RMTS quarterly invoices paid by the Department of Health Care Services (DHCS) to the LEA. This fee includes the DHCS Participation Fee and all the services outlined above in the agreement. LEA fees will be deducted by the LEC from the DHCS reimbursements prior to disbursement to the LEA.
2. The DHCS administrative fee, including the LEC obligation to DHCS, may be reviewed and/or adjusted on a yearly basis so that the fees collected cover both the LEC and DHCS obligations.
3. LEA acknowledges that, as a result of this fee arrangement, the LEA **will not be entitled** to recover any of the fees charged by the LEC as SMAA reimbursable costs on the LEA invoices.

4. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware supplied by LEC, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed solely by LEC in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between LEC and LEA, the sole and exclusive property of LEC. LEA agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. All such material developed jointly with LEC and LEA shall remain the property of LEC.

LEC is the licensee of certain software and billing tools including, but not limited to, a web-site from a third-party contractor ("SSP Vendor"). In an agreement with the Vendor ("SSP Vendor Agreement") LEC, as the licensee, has agreed not to interfere with SSP Vendor's proprietary rights, to maintain the confidentiality of certain information and to restrictions on use of the SSP Vendor's product. LEC shall allow the LEA to use the licensed software and/or tools on the condition that the LEA also agrees to be bound by and comply with the licensee's obligations as set forth in Section 8 of the SSP Vendor Agreement. Section 8 of the SSP Vendor Agreement is attached hereto and incorporated herein as Exhibit "C."

5. CONFIDENTIALITY OF DATA

The Parties agree that, because of the sensitive nature of data and in view of the proprietary nature of medical information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each Party's confidence. Each Party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other Party shall be held in confidence to the extent held by law and each Party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other Party except as required by law.

The Parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved Party and therefore the aggrieved Party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

6. INPUT DATA

Accurate, complete, and correct data necessary for LEC to perform its services hereunder shall be the sole responsibility of LEA. LEC shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by LEA.

LEC shall be responsible for the input of all information given to LEC by LEA in a reasonably accurate, complete and correct form provided same is provided to LEC by LEA. Any errors, mistakes or liability in connection with the failure of LEC to input such data, provided such data has been accurately, completely and correctly transmitted to LEC, shall be the sole responsibility of LEC and shall be corrected by LEC.

7. DESIGNATION AND RESPONSIBILITIES OF LEA FOR IT'S AUTHORIZED USERS.

LEA shall designate those employees and other personnel ("Users") who shall be given access to the LEC approved SSP web-site for completion of the RMTS moments. LEA shall ensure that its Users are familiar with and will comply with the terms and conditions for use of the web-site as set forth in this Agreement. LEA shall be responsible for any unauthorized use by its employees and other personnel. LEA agrees that unauthorized use of passwords issued by LEC or SSP vendor is prohibited. LEA understands that Users and the LEA may be held liable for any unauthorized use and distribution of passwords.

8. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

LEC shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this agreement resulting from any cause beyond the reasonable control of LEC. LEC's liability, under this agreement, is limited to the amount paid by LEA for the services under this agreement. LEC shall not be liable for any indirect, consequential, or incidental damages arising out of this agreement.

9. WORKERS' COMPENSATION

For the purpose of workers' compensation coverage, LEC shall be the employer and shall bear the responsibility of providing workers' compensation insurance or coverage for any person providing services covered by this Agreement.

10. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

LEC and LEA shall each defend, indemnify, and hold the other Parties and their officials, officers, employees, consultants, subcontractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out or incident to any negligent acts, omissions, or willful misconduct of the indemnifying Party or its officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorney's fees and other related costs and expenses.

11. SANCTIONS

The SMAA RMTS methodology requires that the overall pool of moments have at least an 85% return rate of valid moments. If the return rate of valid moments is less than 85%, then all non-returned moments will be coded as non-allowable (Code 1).

To ensure that enough moments are met for the entire pool of moments, the moments assigned each LEA must have a minimum of 85% compliance. If the LEA has non-returns greater than 15% of the total moments assigned for a quarter, the claiming unit will receive a warning letter. The LEA's Superintendent or equivalent will be copied on all warning letters sent to the LEA Coordinator. If the LEA is in default the next quarter after being warned, they will not be able to participate for the remainder of that fiscal year.

12. GENERAL

- A. ENTIRE AGREEMENT - This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith.
- B. SUCCESSORS - This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective Parties hereto. Each Party agrees that there are no third party beneficiaries to this Agreement except to the extent provided herein. Neither Party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning Party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- C. SEVERABILITY - In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of the federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- D. NOTICES - Any notice sent pursuant to this Agreement shall be sent by certified mail to the Parties at their respective addresses.
- E. STATE LAW - This Agreement shall be governed by and construed in accordance with the laws of California.
- F. ANTI-FRAUD AND ABUSE - Notwithstanding anything to the contrary herein, this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare and Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.
- G. DESCRIPTIVE HEADINGS - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

- H. DEFINITIONS OF SUBRECIPIENTS AND VENDORS – Pursuant to Department of Health Care Services, PPL No. 13-004, dated May 17, 2013, *Notification of Contractual Agreement Language changes to add the Catalog of Federal Domestic Assistance Number 93.778 and Definitions of Subrecipients and Vendors*, attached as Exhibit B and incorporated into this agreement.
- I. INTEGRATION – This agreement, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the Parties' rights, duties and obligations with respect to the transaction discussed in the agreement and supersedes all prior Contracts, understandings and commitments, whether written or oral.

13. CONTRACTS WITH THIRD PARTY FOR SOFTWARE

- A. Pursuant to California Welfare & Institutions Code Section 14132.47, subdivision (d), the LEC may subcontract with one or more third-party vendors for the provision of administrative activities necessary for the proper and efficient administration of the Medi-Cal program. These services may include software and/or tools including, but not limited to, a web-site, which can be used by LEC and LEA for the collection of data, records and information, for the maintenance of the data, records and information, and for other SMAA RMTS services provided pursuant to this Agreement.
- B. LEA understands and acknowledges that the LEC has heretofore entered into a license agreement with a third-party vendor ("Vendor") for the provision of software and/or tools including, but not limited to, a web-site, which may be utilized by both Parties to transmit and store information in connection with this Agreement. Notwithstanding the foregoing, LEC shall not be in breach of this Agreement in the event that the current Vendor Agreement is terminated for any reason.
- C. If LEC enters into another third-party contract for the provision of software and/or tools and that third-party contractor will have access to LEA's student records or be required to maintain the student records of LEA, LEC shall include in the third-party contract the same provisions, or provisions substantially similar to those set forth in Exhibit "C" attached hereto and incorporated herein.

14. WARRANTY LIMITATION

LEC makes no representation or warranties expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, arising by operation of law or otherwise, except as expressly stated herein.

15. LEA GOVERNING BOARD AUTHORIZATION

If applicable, the LEA affirms that this Agreement has been approved by the Governing Board of the LEA at its meeting of _____ and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year below written.

LEA: SCHOOL DISTRICT

LEC: SUTTER COUNTY
SUPERINTENDENT OF SCHOOLS

By:

Gay Todd

By:

Bill Cornelius

Name:

Gay Todd

Name:

Bill Cornelius

Title:

Superintendent

Title:

Superintendent

Date:

11-3-14

Date:

10-31-14

EXHIBIT A – Medi-Cal Administrative Claiming Agreement

Task

Operating Procedures with LEC as Invoicing facilitator		LEC Coordinator	LEA Coordinator
1.	Evaluate LEA MAA program to ensure appropriate participation	✓	✓
2.	Develop and review audit files	✓	
3.	Maintain audit files and store data required to support operational plan		✓
4.	Review operational plan for quality assurance and compliance	✓	✓
5.	Provide and/or ensure RMTS training for coordinators	✓	
6.	Provide web-based RMTS Software System Platform (SSP) for RMTS moment completion	✓	
7.	Provide 100% coding of moments and clarification of moments if necessary	✓	
8.	Provide "Best Practices" - Hard Copy RMTS Moment (if applicable)	✓	✓
9.	Provide LEC an Approved School Calendar annually and every quarter thereafter as changes occur or upon request. Certify calendar in system after it has been entered by LEC		✓
10.	Input LEA Calendar into SSP, update periodically and certify	✓	
11.	Rosters: First period of RMTS implementation: TSP roster, including staff schedules must be uploaded using a template.	✓	
12.	Rosters: All subsequent quarters TSP roster/schedules must be updated quarterly		✓

13.	LEA/LEC to certify Coding Report	✓	✓
14.	Offer support both programmatically and fiscally	✓	
15.	Supply RMTS results for invoice process	✓	
16.	Generate/provide LEA Medi-Cal percentage (tape match)	✓	
17.	Provide fiscal training, materials and forms	✓	
18.	Review and provide all fiscal data necessary to process RMTS invoice	✓	
19.	Review LEA fiscal data and prepare invoice for reimbursement	✓	
20.	Prepare and submit invoice to DHCS for payment	✓	
21.	Process DHCS invoice reimbursements send reimbursement payments to LEAs	✓	

EXHIBIT B – Medi-Cal Administrative Claiming Agreement

Revised Contractual Agreement Language for Subrecipients and Vendors in Accordance with the Catalog of Federal Domestic Assistance Number 93.778 for School Based Medi-Cal Administrative Activities Program and Definitions for Subrecipients and Vendors incorporated into the contract between Sutter County Superintendent of Schools and Department of Health Care Services.

Definitions

A. The following definitions are applicable to this Contract.

- 1) “CFDA number” means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).
- 2) “Federal award” means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts, used to buy goods or services from vendors.
- 3) “Federal awarding agency” means the federal agency that provides an award directly to the recipient.
- 4) “Federal program” means all federal awards to a non-federal entity assigned to a single number in the CFDA.
- 5) “Pass-through entity” means a non-federal entity that provided a federal award to a subrecipient to carry out a federal program.
- 6) “Recipient” means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.
- 7) “Subrecipient” means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.
 - A. “Vendor” means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization’s own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.
 - B. The definitions in Section 8, Item 8.A. shall be included in all of Contractor’s contracts with subrecipients and vendors.

EXHIBIT C – Medi-Cal Administrative Claiming Agreement

PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION; DATA STORAGE.

1.1. Ownership. LEA and LEC acknowledges that PCG owns the System Service, that the System Service is not generally published, and that the System Service embodies the Confidential Information of PCG. All right, title, and interest in and to the System Service, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the System Service shall remain vested in PCG and its third-party licensors. PCG acknowledges that LEA and LEC owns all of the data inputted by each LEA and LEC User and any and all reports produced as a result of using the System Service. LEA and LEC acknowledge that PCG shall have the right to aggregate any data input by LEA and LEC Users for PCG's own purposes, but shall not use or disclose personal or individual identifying information.

1.2. Confidentiality Obligations. Each Party agrees that: (i) neither Party will disclose to any third party any of the other Party's Confidential Information except to the receiving Party's employees and contractors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein; (ii) each Party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither Party will use or authorize the use of Confidential Information for any purpose other than to fulfill such Party's obligations hereunder. Each Party agrees that neither Party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving Party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither Party will use the terms of this Agreement for any purpose other than to fulfill such Party's obligations under this Agreement, except as either Party is otherwise required by law. The Parties may modify these obligations through express written agreements.

This section is referenced in Section 13.



Marysville Joint Unified School District
1919 B Street, Marysville, California 95901
Purchasing Department

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

THIS CONTRACT made and entered into on October 14, 2014 by and between All Rite Roofing Inc., hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT** in accordance with the **Terms & Conditions** set forth in **Attachment B** hereof and incorporated herein by this reference and any specifications attached for a total contract price of:

Three Thousand two hundred and twenty Dollars (\$ 3,220.00)

(MAY NOT EXCEED \$15,000) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C 39 Roofing Contractor. This contract shall commence on October 14, 2014 with work to be completed within fifteen (15) consecutive days and/or by October 28, 2014

(Check contractor license classification appropriateness at:

<http://www.csib.ca.gov/GeneralInformation/Library/LicensingClassifications/>

and contractor license status at:

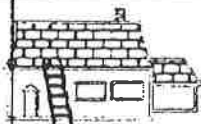
<https://www2.csib.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).

3. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)

- Refer to Exhibit A, attached hereto

EXHIBIT A

Proposal



**ALL RITE
ROOFING INC.**

CA Lic. 8714523
3020 Industrial Drive, Suite A
YUBA CITY, CA 95993
Phone (530) 749-7483 Fax (530) 673-5030

PROPOSAL SUBMITTED TO Marysville Joint Unified School District Attn: Terry		PHONE	DATE 09/26/2014
STREET 1913 B Street		JOB NAME Marysville High School	
CITY STATE AND ZIP CODE Marysville, CA 95901		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB # 0-16	

The Proposal

hereby to furnish material and labor complete in accordance with specifications below for the sum of:

Repair of Specified Section of Roof

dollars (\$ 3,220.00)

Payment to be made as follows:

All materials and labor to be as specified. All work to be completed in a workmanlike manner in accordance with the specifications. Any additions or omissions from specifications shall be made in writing and approved by the architect. All work shall be done in accordance with the specifications. All work shall be done in accordance with the specifications. All work shall be done in accordance with the specifications.

Authorized: Will Harris
Signature

Note: This proposal may be withdrawn by us if not accepted within

15

days

We hereby accept specifications and estimates for:

A) Repair of approximately 500 square feet of roof at specified location

Note: This is the section of roof Sol and I looked at

1. Pressure wash section of roof to be overlaid
2. Prime perimeters of repair area
3. Install one layer of modified roof membrane set in cold adhesive
4. Paint all exposed adhesives with aluminum paint
5. Clean up all debris caused by above work
6. All Rite Roofing Inc. carries workman's compensation and liability insurance.

Note: Pricing includes prevailing wage

"NOTICE TO OWNER"

[Section 7818, 7019 - Contractors License Law]

Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature: _____

Signature: _____

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NONCOLLUSION AFFIDAVIT

The party making the foregoing bid certifies that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

SCHOOL SAFETY ACT - COMMUNICATIONS WITH PUPILS

In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (certification form attached).

In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

- ☐ Installation of physical barrier at the work site to limit contact with pupils.
- ☐ Surveillance of employees of the Contractor by school personnel.
- ☐ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: _____

Soc. Sec. No. _____

In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

- ☒ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days - may not include after school hours).

Other, describe _____

Signature: _____ Title: _____ Date: _____
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

- ☐ Work Specs/Scope of Work Statement
- ☐ Certificates of Insurance
- ☐ Non Collusion Affidavit
- ☐ Purchase Order No. _____

- ☐ Contractor Certification Form - Attachment A
- ☐ Terms and Conditions dated _____ - Attachment B
- ☐ Workers' Compensation Certificate - Attachment C
- ☐ and W9 Form

TYPE OF BUSINESS ENTITY

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☒ Corporation
- ☐ Other

TAX IDENTIFICATION

68 0486657
Employer Identification Number

Social Security Number

License No: 714523 Classification: C39 Expiration Date: 8-31-16

(District Use Only: License verified by _____ Date: _____)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

Date: 10-16-14

Authorized Signature: Jon Donenfeld

Company Name: ALL STATE ROOFING, INC

Printed Name: Jon Donenfeld

Address: 3420 S BUTTE RD

Title: OWNER

UOBA CITY CA 95993

Phone: 530 749 7483 Fax: 530 673 5030

Accepted by: RL

Title: ASST. SUPT. Date: 10/22/14

Signature of District Representative



ATTACHMENT A – CONTRACTOR CERTIFICATION FORM
CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has not criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name

Social Security No.

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

Dated:

10-16-14

All Rite Roofing INC (Company)

(Signature)

(Title)

(Complete only if pertinent)

June 25, 2014



ATTACHMENT B
TERMS AND CONDITIONS

ARTICLE 1. WAGE RATES: Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request. Refer to web site (www.dir.ca.gov).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes. Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman,

apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment



and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeshipable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors

or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeshipable craft or trade," as used in this section, means a craft or trade determined as an apprenticeshipable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeshipable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeshipable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeshipable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight



(8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to District for acts and omissions of subcontractor and of persons either directly or indirectly employed. Nothing contained in contract documents shall create any contractual relation between any subcontractor and District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation or law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without prior written consent of District.

ARTICLE 6. WORKERS' COMPENSATION INSURANCE: The Contractor shall provide, during the life of this contract, workers' compensation insurance for all its employees engaged in work under this contract, or at the site of the project, and if work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate regarding Workers' Compensation available from the District prior to performing the work of the contract.

ARTICLE 7. PROOF OF INSURANCE: Contractor must provide Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured. Coverage additional to that shown above to be evidenced in a provided Certificate of Insurance is as follows: Products-Comp/Ops Aggregate \$1,000,000; Automobile \$1,000,000; Personal and Advertising Injury \$1,000,000; Each Occurrence \$1,000,000; Fire Damage minimum \$100,000; Medical Expense (per person) \$5,000. *Activities that place buildings at risk for fire (use of kitchen, portable lighting, heavy electrical gear, etc. must have a \$1,000,000 Property/Fire limit.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not

preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District.

ARTICLE 8. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend and indemnify District against any and all claims, demands, liability, judgements, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if its determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

ARTICLE 9. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 10. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 11. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed under

June 25, 2014



completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District.

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate.

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") - General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

ARTICLE 15. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 17. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protest between the contracting parties.

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily used during such work.

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without



invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 20. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" has the same meaning as in section 3100 and 3106 of the Civil Code. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation

process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3, commencing with section 2016, of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgement.

ARTICLE 21. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED
consisting of Article 1 through Article 21

June 25, 2014

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ATTACHMENT C
CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.



Signature, Contractor's Authorize Representative



Name of Contractor's Authorized Representative, (Printed or Typed)

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

June 25, 2014



Marysville Joint Unified School District

ATTACHMENT D

This Criminal Background - Fingerprinting Certification form **must** be taken to our **Purchasing Department** at the Marysville Joint Unified School District, 1919 B Street, Marysville, CA 95901.

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT NAME OR CONTRACT NO.: 500sf roof repair at Marysville High School between the Marysville Joint Unified School District ("District" or "Owner") and All Rite Roofing Inc ("Contractor" or "Bidder").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

☒ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☒ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☒ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

☒ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

June 25, 2014

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Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: 500sf roof repair at Marysville High School
between Marysville Joint Unified School District (the "District" or the "Owner") and All Rite Roofing Inc.
(the "Contractor" or the "Bidder").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District's labor compliance program, if in use on this Project.

Date:

10-16-14

Proper Name of Contractor:

Jon Dornfeld DBA All Rite Roofing INC

Signature:

Jon Dornfeld

Print Name:

Jon Dornfeld

Title:

owner / President

END OF DOCUMENT

June 25, 2014

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Scotia Holmes Sanchez, Ed.D.
Superintendent

935 14th Street
Marysville, CA 95901
530-749-4900
Fax: 530-741-6500
<http://www.yubacoe.org>

October 8, 2014

Dr. Gay Todd, Superintendent
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

MAJUSD SUPT OFFICE
OCT 09 2014
RECEIVED/um

RE: Annual Organizational Meeting

Dear Dr. Todd,

Under the provisions of Education Code §35143, your Governing Board is required to set an annual organizational meeting "within a 15 day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar." Education Code §5017 provides that Board Members' terms of office begin on the first Friday of December; therefore, *the 15 day period for 2013 is December 5 - December 19, 2014, whereby officers for the Board are elected and a calendar of meeting times and places is adopted.*

Once your Governing Board has scheduled its annual organizational meeting (this should be done at a November Board Meeting), please complete and return the enclosed Scheduling of Annual Organizational Meeting form, notifying this office of the date and time of your organizational meeting. Complete and return the enclosed Certificate of Election *after* your annual organizational meeting (between December 5 - December 19, 2014) has been held.

Education Code §42632 & 42633 (§85232 & 85233 for Yuba College only) sets out the requirements for the filing with the County Superintendent of Schools the verified signature of each person, including members of the Board, authorized to sign orders for the Board. Please complete the enclosed School Board Authorization Form at your annual organizational meeting and return the original to this office.

Also enclosed is a Statement of Facts that will need to be completed and the original returned to this office. My assistant, Maggie Nicoletti, will forward the originals to the Secretary of State and a copy to the Clerk/Recorders Office of Yuba County.

Should you have any questions regarding this information, please do not hesitate to contact Maggie at 749-4854. I would appreciate you sending all required documentation to her attention.

Thank you for your prompt attention in these matters.

Sincerely,

A handwritten signature in cursive script that reads "Scotia Holmes Sanchez".

Scotia Holmes Sanchez, Ed.D., Superintendent
Yuba County Office of Education

Enclosures: Education Code §35143
Scheduling of Annual Organizational Meeting
Certificate of Election
School Board Authorization Form
Statement of Facts

Education Code Section 35143

The governing board of each school district shall hold an annual organizational meeting. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools of the day and time selected. The clerk of the board shall, within 15 days prior to the date of the annual meeting, notify in writing all members and members-elect of the date and time selected for the meeting.

If the board fails to select a day and time for the meeting, the county superintendent of schools having jurisdiction over the district shall, prior to the first day of such 15-day period and after the regular meeting of the board held immediately prior to the first day of such 15-day period, designate the day and time of the annual meeting. The day designated shall be within the 15-day period. He shall notify in writing all members and members-elect of the date and time.

At the annual meeting the governing board of each high school district, union high school district, and joint union high school district shall organize by electing a president from its members and a clerk.

At the annual meeting each city board of education shall organize by electing a president from its members.

At the annual meeting the governing board of each other type of school district, except a community college district, shall elect one of its members clerk of the district.

As an alternative to the procedures set forth in this section, a city board of education whose members are elected in accordance with a city charter for terms of office commencing in December, may hold its annual organizational meeting required in this section between December 15 and January 14, inclusive, as provided in rules and regulations which shall be adopted by such board. At the annual meeting the city board of education shall organize by electing a president and vice president from its members who shall serve in such office during the period January 15 next to the following January 14, unless removed from such office by majority vote of all members of the city board of education.

SCHEDULING OF ANNUAL ORGANIZATIONAL MEETING

TO: Scotia Holmes Sanchez, Superintendent
Yuba County Office of Education
935 14th Street
Marysville, CA 95901

FROM: Marysville Joint Unified School District

The annual organizational meeting of this district has been set for:

Date: 12/9/14

Time: 5:30 p.m.

Place: MJUSD Board Room

This action was taken during the regular meeting *immediately preceding* December 5, 2014

I hereby certify that 15 days prior to this date all members and members-elect will be notified in writing of the time and place of the annual organizational meeting.

Signed: _____
Gay Todd

Title: Superintendent

Date: 11/18/14

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Marysville Joint Unified School District

Resolution 2014-15/14

DISPOSAL OF SURPLUS AND WORN DISTRICT PROPERTY

WHEREAS, Marysville Joint Unified School District accumulates worn and obsolete property, furniture, equipment, relocatable classrooms, and vehicles; and

WHEREAS, Marysville Joint Unified School District desires to dispose of said worn and obsolete property, furniture, equipment, relocatable classrooms, and vehicles; and

NOW, THEREFORE, BE IT RESOLVED that in accordance with provisions of the Education Code and district policy, the Superintendent or designee is hereby authorized to dispose of property, furniture, equipment, relocatable classrooms, and vehicles through public/private sale, donation, recycle, or discard for the 2014-15 school year.

PASSED AND ADOPTED THIS 18th DAY OF NOVEMBER 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Todd
Superintendent of Schools

Frank J. Crawford
President to Board of Trustees



SURPLUS PROPERTY

<u>QTY</u>	<u>ITEM DESCRIPTION</u>	<u>PURCHASED</u>	<u>LOCATION</u>
1	Monitor	2005	Msvl Children's
3	CPU	2007/2009	Center
1	Elmo (broken)	2009	Marysville High
1	Laptop (obsolete)	2003	Student Services (in Purchasing)
1	iPad (first generation)	2010	Categorical (in Purchasing)
34	CPU	2007/2008	Ella
1	Printer, Laser	2001	
1	Printer, Deskjet	2002	
1	Printer		
1	VCR	2001	Lindhurst High
1	Printer, Color Laser	2011	
1	Monitor	2006	
1	CPU	2006	
1	Printer, Laser	1999	
3	Camera	2008/2009	Foothill
1	Monitor, Flat Screen	2007	
8	Printers, Deskjet	2001-2004	
1	VCR/DVD		



SURPLUS PROPERTY

QTY	ITEM DESCRIPTION	PURCHASED	LOCATION
1	Camera, digital (broken)	2010	Purchasing
2	CPU	2008	
2	Califone Multimedia Players (broken)		
1	Califone Infrared Music Maker Plus w/6 headphone		
1	Printer, HP 3700N (broken)		Cedar Lane
3	Hubs (obsolete)		Covillaud
7	Printers (obsolete)		
7	Monitors (obsolete)		
19	CPU (obsolete)	2002 & 2004	
1	Round Activity Table, 4 foot, adjustable legs (Old)		Warehouse
2	Kidney Shaped Activity Tables		
33	Student Chairs, 15", Blue & Yellow	1970	
41	Student Chairs, 13", Blue	1970	
21	Student Cahris, 13" Yellow	1970	

2014
CONTRACT SERVICES AGREEMENT
(Engagement: Advertising and Promotional Services)
(Parties: Marysville Joint Unified School District and Skoollive, LLC)

This ADVERTISING AND PROMOTIONAL SERVICES AGREEMENT ("Agreement") is entered into this ___ day of _____, 2014, by and between Skoollive, LLC, a California limited liability ("Skoollive"), with its principal business offices located at 3540 Alta Vista Drive, Fallbrook CA 92028, and Marysville Joint Unified School District ("School District"), with its principal offices located at 1919 B St, Marysville CA 95901, pursuant to the following terms and conditions. The capitalized term "Parties" shall be a collective reference to both School District and Skoollive. The capitalized term "Party" shall refer to either School District or Skoollive interchangeably as appropriate.

A. RECITALS

I. WHEREAS, School District maintains and operates schools for the purpose of educating students located within its jurisdiction, which schools from time to time, hosts certain athletic, musical and entertainment events for their students; and

II. WHEREAS, Skoollive provides media and marketing services to School Districts through its on campus digital interactive kiosk system and hosting of quality on-campus live events (music and sports) for the purpose of providing School Districts with the ability to inform their students of School District and school related content, activities and events, as well as the promotion of well-known and/or new brands of products to the students; and

III. WHEREAS, School District desires to utilize Skoollive's digital interactive kiosk system and software to promote and advertise certain school specific events and content to its students, as well as other non-School District/school specific events and content, and make available for purchase selected brands and products from merchants, including School District's school's own merchandise and apparel; and

III. WHEREAS, as Skoollive desires to provide the marketing, advertising and entertainment services as provided above to School District, and as School District desires to retain Skoollive to perform the same marketing, advertising and entertainment services, the purpose of this Agreement is to set forth the respective rights, duties, obligations, and responsibilities of Skoollive and School District with respect to the performance of said services at and on behalf of School District.

NOW, THEREFORE, in consideration of the promises and obligations set forth herein, Skoollive and School District agree as follows:

I. TERMS OF AGREEMENT

1. DIGITAL INTERACTIVE KIOSK SYSTEM

1.1. Use of Kiosk System for Promotion and Advertising. At its own cost and expense, Skoollive shall utilize its “kiosk system” and software for the primary purpose of advertising and promoting Events (as defined below) and all other events to be held within School District, with content provided to Skoollive by School District and its schools, and Skoollive’s own content, as well as content not related to School District specifically or its schools’ events. The kiosk system shall consist of small, self-contained wall mounted structures which utilize a screen for the purpose of providing programmed information and interactive services to the students. School District shall cooperate with Skoollive in regards to (a) providing School District and schools related and specific content for use in advertising and promoting each Event, and (b) the placement of kiosks at various locations on campus at each of School District’s schools. As a material part of this Agreement, Skoollive shall have the right to obtain third party sponsorship(s) for the hosting of the Events and the operation of the kiosk system, and as such, School District understands and acknowledges the content of the information and advertising displayed on the kiosks within the kiosk system may or may not reflect information or subject matter in direct association with Events or School District or its schools. However, in no event shall the content on the kiosk system include any sponsorships from the firearm, tobacco or alcohol beverage industries, nor shall it advertise, promote or display promotions or advertisements that may be perceived as violent, inappropriate, offensive, politically incorrect, sexually explicit, or containing any other similar objectively inappropriate content for School District’s students. The determination of whether the content on the kiosk system is inappropriate will be at the sole discretion of the School District

1.2. Generally – Marketing & Advertising. In consideration for the revenues from advertising to be paid to School District, and in agreeing to plan and host Events as provided in Section 2 below, School District shall allow Skoollive to place its kiosk system at various mutually agreeable locations around the campus of each of School District’s schools for the purpose of promoting and advertising to the students the scheduled Events, as well as other content utilized by Skoollive for the promotion of certain brands and services. School District shall at all times control the content of the advertising and promotional materials utilized by Skoollive, and shall even be permitted to provide its own promotional and advertising materials for positing on the kiosk system, as well as other School District specific and non-specific content it desires to promote to students. In this regard, School District shall use its best efforts to work with Skoollive, Skoollive’s advertisers, sponsors and partners, to promote Events to its students, beginning as soon as feasible after the Effective Date of this Agreement, using generally the same channels and methods, exercising the same diligence, and adhering to the same standards that it employs with respect to promoting other events and activities offered by School District to its students. In doing so, School District authorizes Skoollive to advertise, market and promote past, present and future Skoollive events, whether at School District’s schools’ campuses or at another School District, on both the kiosk system and on Skoollive’s webpage.

1.3. Ownership; Costs & Expenses; Updates. The kiosk system and its operating software are owned exclusively by Skoollive. Skoollive shall provide each of School District’s High Schools with a kiosk system with no less than seven (7) but no more than ten (10) digital kiosks and each of School District’s Middle Schools for with a kiosk system with no less than three (3) but no more than five (5) digital kiosks the performance of its advertising and

promotional services (the number of kiosks to be placed at each of School District's schools shall be more specifically identified in Addendum "A" to this Agreement), with new content to be provided by Skoollive every four (4) weeks and to be modified by Skoollive as it deems necessary or in the event that the School District has deemed the content inappropriate, immediately but no later than twenty-four (24) hours. Skoollive shall be responsible for payment of one hundred percent (100%) of all advertising and promotion production costs and fees, supply, ownership, installation and maintenance costs associated with the kiosk system, including but not limited to, the cost of production of all advertising and promotional content to be utilized by the kiosk system, as well as all other costs and expenses relating to the performance of its services pursuant to this Agreement. If School District requires its own staff and employees install the kiosk system, it shall do so at its own cost and expense. Thereafter, School District and its schools shall be responsible for providing School District and school specific content to Skoollive to be posted on the kiosk system no less than two (2) times per month

1.4. Placement of Kiosks. School District shall provide Skoollive with access to high traffic locations around the campus of each of School District's schools to display the kiosk system to advertise and promote awareness of Events to students and for other general promotional and advertising purposes. Skoollive and School District shall work together to determine the locations on each of School District's campuses where the kiosks shall be placed, with the location for placement being mutually acceptable to Skoollive and School District. Skoollive ensures that locations will be agreed upon and approved by School District before the installation of kiosks on each campus, and no kiosk shall be placed in a location that School District objects to. After the locations have been selected, Skoollive shall be responsible for the installation of each kiosk, unless School District requires its own staff and employees install the kiosks.

1.5. Identification of Content. School District agrees and acknowledges that the kiosk system content may or may not reflect Skoollive's name, trademark, word mark, logo, insignia, or other identifying word or symbol. School District also agrees that identifying information shall not be required in placing the kiosks on each School District's campus.

1.6. Content on Kiosk System. Skoollive shall provide School District with information about the content, images, and brands displayed on Skoollive's kiosk system. Skoollive shall use reasonable efforts to provide School District with detailed information about the advertisement and promotional content, which shall include the name of the company advertising or promoting products, merchandise and/or services, and in the event of the promotion of an Event, the name of the artist, the artist's lyrics and type of music or content of performance, and the names of the products or brands to be promoted before, during, and after scheduled Events. Skoollive is solely responsible for securing all necessary licenses associated with the content it intends to display on the kiosk system. For its part, School District agrees and acknowledges that the content displayed on the kiosk system may or may not present a direct correlation to scheduled Event and its subject matter or content. Skoollive shall use its best efforts to provide School District for its review with the copies of its intended content within six (6) weeks prior to publication on the kiosk system. School District shall approve the content to

be displayed on the kiosk system, unless the content includes any sponsorships or advertisements that may be perceived as inappropriate, violent, offensive, politically incorrect, sexually explicit, or containing any other similar objectively inappropriate content for School District grounds, including, but not limited to those which (a) are obscene, libelous or slanderous (*Education Code 48907*), (b) incite students to commit unlawful acts, violate school rules or disrupt the orderly operation of the schools(*Education Code 48907*), (c) promote any particular political interest, candidate, party or ballot measure, unless such materials are being distributed at a forum in which candidates or advocates from all sides are presenting their views to the students during school hours or during events scheduled pursuant to the Civic Center Act, (d) discriminates against, attacks or denigrates any group on account of any unlawful consideration, (e) promotes the use or sale of materials or services that are illegal or inconsistent with school objectives, including but not limited to materials or advertisements for tobacco, intoxicants, and movies or products unsuitable for high school students, (f) solicits funds or services for an organization, with the exception of solicitations authorized in Board policy, (g) distributes unsolicited merchandise for which an ensuing payment is requested, and/or (h) promotes non nutritious food and beverages. Unless the content violates these guidelines, School District may not object to the content, advertiser or sponsor proposed by Skoollive. School District agrees to utilize the kiosk system and allow for the display of its content on each of School District's campuses according to Skoollive's directives and instructions.

1.7. Content Representations and Warranties. Skoollive shall furnish and make available to School District all readily available information on content to be displayed on the kiosk system to assist School District in its promotion and marketing of products, services, merchandise and/or Events and other non-events. Skoollive represents and warrants to School District that the content to be displayed on the kiosk system (a) will be in conformance with the content described above in Section 1.6, (b) will not infringe or misappropriate any intellectual property (including, without limitation, trademarks and copyrights), confidentiality, publicity or privacy rights of any third party in any jurisdiction, (c) is truthful and not defamatory, deceptive or misleading, (d) does not contain any material or element that is unlawful, harmful, abusive, hateful, threatening, or obscene; and (e) does comply with all applicable federal, state, municipal laws, board policies/board bylaws/administrative regulations including those regarding unfair competition, anti-discrimination or false advertising. Skoollive further represents and warrants to School District that Skoollive has all necessary right, power and authority to perform the acts required of it hereunder, and the performance by Skoollive of its obligations and duties hereunder does not and will not violate any agreement by which Skoollive is bound.

1.8. Advertising/Promotion Disclaimer. With respect to the content displayed on the kiosk system, Skoollive's advertisers and sponsors are responsible for ensuring that the content and material submitted for inclusion on the kiosk system is accurate and complies with applicable laws. Skoollive is not responsible for the illegality or any error, inaccuracy or problem in the advertiser's or sponsor's materials. However, if Skoollive is made aware by School District, whether orally or in writing, of inaccurate or illegal content or material provided by a Skoollive advertiser or sponsor, Skoollive shall undertake all reasonable efforts to remove said content from the kiosk system within a commercially reasonable time and manner.

THE INCLUSION OF THIRD PARTY ADVERTISEMENTS IN THE CONTENT DISPLAYED ON THE KIOSK SYSTEM AND/OR ADVERTISING MATERIALS DOES NOT CONSTITUTE AN ENDORSEMENT, GUARANTEE, WARRANTY, OR RECOMMENDATION BY SKOOLLIVE, AND IT MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT ANY PRODUCT OR SERVICE CONTAINED THEREIN.

Skoollive allows access to or advertise certain third-party product or service providers (“third party providers”) from which School District and its students may purchase certain goods or services, whether School District specific or not. School District understands and acknowledges that Skoollive does not operate or control the products or services offered by the third party providers. The third party providers are responsible for all aspects of order processing, fulfillment, billing and customer service. Skoollive is not a party to the transactions entered into between the students and the third party providers.

In regards to the purchase of products advertised on Skoollive’s kiosk system, School District agrees that use of or purchase from such third party providers is AT THE STUDENTS’ SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY SKOOLLIVE, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. SKOOLLIVE IS NOT LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN STUDENTS AND THIRD PARTY PROVIDERS OR FOR ANY INFORMATION APPEARING ON THE WEBSITES OF THE THIRD PARTY PROVIDERS.

All rules, legal documents (including privacy policies) and operating procedures of the third party providers will apply to School District and its students while utilizing the kiosk system. Skoollive is not responsible for information provided by to School District’s students by any third party provider. Skoollive’s relationship to the third party providers is solely to provide advertising and marketing services as independent contractors, and neither party has authority to make any representations or commitments on behalf of the other.

1.9 Revenue from Display of Kiosk System Content. School District acknowledges and understands Skoollive is paid advertising fees from various sponsors, advertisers, product manufacturers and others for the promotion and hosting of content on the kiosk system. In consideration for allowing the placement and operation of the kiosk system on its campuses, School District shall receive from Skoollive a portion of the gross revenue (“ad revenue fee”) generated from Skoollive’s performance of advertising and promotional services for third parties whose content is displayed on the kiosk system at School District’s campuses. The gross ad revenue calculation shall not include fees paid to Skoollive for advertising and promotional services paid by third parties whose content is not displayed on the kiosk system at School District’s campuses.

1.9.1 Revenue Sharing Percentage. From the advertising and promotional fees generated by Skoollive for the display of content on the kiosk system at School District’s campuses specifically, Skoollive and School District shall share in the gross ad revenue as follows:

Skoollive: 65 %

School District: 35 %

1.9.2 Guaranteed Minimum Ad Revenue. With respect to each kiosk installed and operating on the campuses of the schools within School District in accordance with this Agreement, Skoollive shall guarantee ad revenue to be paid to School District in an amount not less than 35% of the gross ad revenue generated by each kiosk or \$100 per month, whichever is greater. In the event that a kiosk is inoperable at the fault of SkoolLive, School District will still be paid the \$100 per month, if the kiosks is inoperable at the fault of School District or its, staff, students and visitors, the \$100 will not be guaranteed. SkoolLive will fix all inoperable kiosks within 10 business days of being notified by School District.

1.9.3 Sponsorship Fees Not Included in Revenue Sharing. The fees paid to Skoollive by Event sponsors and advertisers as further described in Sections 1.10, 1.11 and 2.12 below shall not be subject to or included in the ad revenue sharing as provided in this Section 1.9.

1.9.4 Payment Terms. The ad revenue fee shall be calculated every ninety (90) days, and shall then be paid to School District within ten (10) days of the close of the ninety (90) day period, provided the same fees have been paid to Skoollive from advertisers and sponsors during the same ninety (90) day period. Ad revenue fees will be delivered to School District either personally, by mail, in the form of a check. Skoollive shall make all ad revenue fees payable to School District unless otherwise specified by School District in writing.

1.9.5 Summary in Support of Payment. With each ad revenue payment, Skoollive shall submit to School District a summary statement providing an explanation to School District of the manner in which the total ad revenue fee was calculated, with supporting detailed documentation on the ad revenue generated specifically by each advertiser and/or promoter, on a school by school basis, as paid to Skoollive for content displayed on the kiosk system at School District's campuses during the prior ninety (90) day period.

1.10. ShopLive. School District has been offered the opportunity to participate in Skoollive's interactive apparel, products, merchandise and consumer services shopping program ("ShopLive") as hosted on the kiosk system. Should School District decide to participate, School District has the right, but not the obligation, to list for sale to its students merchandise and apparel specific to School District and its schools.

1.10.1 Disclaimer. The disclaimer provided in Section 1.8 above shall apply, without exception, to all merchandise, products, apparel and services offered by third party providers to students, and purchased by students from the third party providers, through the ShopLive program as displayed on and hosted by the kiosk system.

1.10.2 Advertising/Promotional Fee. Should it elect to participate in the ShopLive program and offer its own merchandise and apparel to students for purchase, Skoollive shall be entitled to no fee from School District of the gross sales achieved by School District of said merchandise and apparel ("ShopLive fee").

1.10.3 Payment Terms. All transactions shall be conducted through the kiosk system utilizing technology for the processing of payment by credit/debit/gift card by the students. The ShopLive fee shall be added to each transaction and shall be paid to Skoollive immediately upon the purchase by a student of School District's apparel and merchandise through the ShopLive program. Unless specifically requested by School District, the ShopLive fee shall not be disclosed to the students as a separate fee but part of the entire purchase price. Skoollive shall have sole responsibility for ensuring all applicable sales and use taxes are paid as part of each transaction.

1.10.4 Payment Dispute. Skoollive shall track and record all purchases made by students of School District's apparel and merchandise from the ShopLive program. If Skoollive disputes School District's calculation of the ShopLive fee payment, Skoollive shall have ten (10) days from the date of receipt of the payment to dispute the amount. Any such dispute shall be made in writing to School District. If no dispute is communicated after ten (10) days, Skoollive waives the right to dispute the calculation of the ShopLive fee by School District for the ninety (90) day period applicable to the calculation and payment.

1.10.5 Skoollive's Revenue from ShopLive. School District acknowledges and understands Skoollive is paid sponsorship and participation fees from various sponsors, manufacturers and advertisers for the hosting of the ShopLive program on the kiosk system, as well as fees associated with the sales of good, products and services offered by the same. However, School District shall not be entitled to any share of the sponsorship and participation fees paid by to Skoollive relating to the ShopLive program. Further, School District shall not have the right to inquire, nor shall Skoollive be required to disclose, the sponsorship and participation fees paid to Skoollive in total or by a sponsor of or participant in the ShopLive program, whether such content that resulted in the payment of fees to Skoollive was displayed at School District or other locations.

1.11.1 Disclaimer. The disclaimer provided in Section 1.8 above shall apply, without exception, to all fundraising and charitable efforts promoted and supported by School District and its students through Skoollive's kiosk system

1.11.4 Payment Dispute. Skoollive shall track and record all donations made by students to the designated fundraising event or charity processed through the kiosk system. School District may request from Skoollive all such records to ensure the fee paid to Skoollive from the transactions has been earned. If School District disputes Skoollive's calculation of the fees, School District shall have thirty (30) days from the

date of receipt of the transaction records to dispute the amount. Any such dispute shall be made in writing to Skoollive.

1.12. SkoolAlert. In addition to the advertising and promotional services to be provided under this Agreement, Skoollive shall provide to School District, at no additional cost, access to and use of the SkoolAlert program. The SkoolAlert program shall be implemented and used through the kiosk system on each of School District's campuses. School District shall work with Skoollive to determine the set up and operation of the SkoolAlert system on campus, including to whom the alerts will be communicated (School District's administration, police, fire, etc.) and other methods of function.

1.12.1 No Implied/Express Warranties. In regards to the use and operation of the SkoolAlert program on Skoollive's kiosk system, School District agrees and acknowledges, for itself and its students, that use of the program is AT SCHOOL DISTRICT'S SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY SKOOLLIVE, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF FITNESS FOR PURPOSE AND/OR MERCHANTABILITY OF THE SKOOLALERT PROGRAM. SKOOLLIVE IS NOT LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DAMAGES ARISING FROM THE DESIGN, MANUFACTURE, SUPPLY, OPERATION AND USE OF THE SKOOLALERT PROGRAM ON SKOOLIVE'S KIOSK SYSTEM, OR ITS ALLEGED FAILURE TO PERFORM AS INTENDED. THE SKOOLALERT SYSTEM IS ONLY INTENDED TO BE USED AS AN EARLY WARNING/DETECTION DEVICE. AFTER INSTALLATION AND TESTING SCHOOL SHALL REMAIN SOLELY RESPONSIBLE FOR ITS IMPLEMENTATION AT EACH SCHOOL, INCLUDING THE ADDITION OF CONTENT RELATING TO EMERGENCY PLANS OR EVACUATION PROCEDURES IN THE EVENT OF A WARNING OR OCCURRENCE. SCHOOL DISTRICT SHALL ALSO HAVE SOLE RESPONSIBILITY FOR ANY INCREASE IN THE USE OF THE SKOOLALERT BEYOND THE SCOPE OF ITS ORIGINAL INSTALLATION (I.E. INSTALLATION IN EACH CLASSROOM OR OTHER LOCATIONS) AND INTENDED USE.

1.12.2 Indemnification of Skoollive. School District shall indemnify, and hold Skoollive and its directors, officers, employees, independent contractors, affiliates, sponsors, successors, or assigns, harmless from and against liability, claims, demands, suits, costs, charges, losses, and expenses (including, , reasonable attorney's fees, costs, and legal expenses), including, any claim, loss, damage or injury to person or property of School District, its students, employees, agents, and/or contractors, invitees or any other third party, arising from or due to the negligence, errors or omissions of the School District related to the use and operation of the SkoolAlert program.

1.12.3 Indemnification of School District. Skoollive shall indemnify, defend and hold School District and its directors, officers, employees, independent contractors, affiliates, sponsors, successors, or assigns, harmless from and against any and all liability, claims, demands, suits, costs, charges, losses, and expenses (including, without limitation, attorney's fees, costs, and legal expenses), including, but not limited to any

claim, loss, damage or injury to person or property of School District, its employees, students, agents, and/or contractors or any other third party, in any way arising from or related to the failure of the SkoolAlert program as an early detection/warning system due to the negligence, errors or omissions of Skoollive in its installation, design, manufacture, supply, use and operation of the program. In the event of any such claim, the duty to defend shall be triggered upon School District's tender of written notice to Skoollive of any claim within the scope of this Section, shall thereafter be deemed immediate and owing to School District, shall not in any way be conditioned first upon a showing of negligence or fault on the part of Skoollive, and shall not be lessened or diminished by the existence or lack of insurance coverage and/or the participation of an insurance carrier in the defense.

2. EVENTS

2.1. Events. Subject to School District's approval and consent, Skoollive shall plan, schedule and promote (utilizing Skoollive's on campus advertising materials and kiosk system) certain music, sports and/or entertainment performances ("Event"), whether live, recorded or by other method, to be hosted on School District's various campuses.

2.2. Mutual Agreement for Scheduling of Events. Prior to the scheduling of any Event, Skoollive and School District shall mutually agree upon the date, time, and location (whether on-campus or another designated and approved location), and the content of the material to be used for the marketing, promotion and hosting of the Event.

2.3. Number of Events. During any School District Year (defined as the traditional academic year beginning in August and ending in May) Skoollive will promote and host up to six (6) on campus Events at each of School District's schools, unless an alternative venue is selected and agreed to between the parties. Skoollive shall pay to School District the Event Fee (as described in Section 3.2 below) for the hosting of each Event. At the commencement of each new School District Year, Skoollive shall contact School District to coordinate with School District to schedule Events for the School District Year.

2.4. Event Content. Skoollive shall propose to School District (a) the content for each Event, (b) the means and methods to be used to promote the Event, and (c) the identity of the sponsorship for the same. School District may approve the Event and content of the promotion, unless the Event includes any sponsorship from the firearm, tobacco or alcohol beverage industries, nor shall it advertise, promote or display promotions or advertisements that may be perceived as inappropriate, violent, offensive, politically incorrect, sexually explicit, or containing any other similar objectively inappropriate content for School District's campuses, including those which or advertisements that may be perceived as inappropriate, violent, offensive, politically incorrect, sexually explicit, or containing any other similar objectively inappropriate content for School District grounds, including, but not limited to, those which (a) are obscene, libelous or slanderous (*Education Code 48907*), (b) incite students to commit unlawful acts, violate school rules or disrupt the orderly operation of the schools (*Education*

Code 48907), (c) promote any particular political interest, candidate, party or ballot measure, unless such materials are being distributed at a forum in which candidates or advocates from all sides are presenting their views to the students during school hours or during events scheduled pursuant to the Civic Center Act, (d) discriminates against, attacks or denigrates any group on account of any unlawful consideration, (e) promotes the use or sale of materials or services that are illegal or inconsistent with school objectives, including but not limited to materials or advertisements for tobacco, intoxicants, and movies or products unsuitable for high school students, (f) solicits funds or services for an organization, with the exception of solicitations authorized in Board policy, and/or (g) distributes unsolicited merchandise for which an ensuing payment is requested (h) promotes non nutritious food and beverage. Unless the content of the proposed Event or its sponsorship violate these guidelines, School District may not object to the content of the Event or the sponsorship, and will approve and host the Event as proposed by Skoollive.

2.5. Event Control. Once the Event and its sponsorship is approved by School District, Skoollive shall have exclusive control over the means and methods utilized by it in conducting each scheduled Event, including the advertisement and promotion of the Events through the use of advertising materials and the kiosk system. In doing so, Skoollive agrees to fully and promptly comply with all of School District's written and oral directions and limitations, in connection therewith. School District shall maintain exclusive control over all other traditional aspects of the hosting of events on campuses such as the Events to be provided under this Agreement, including security, student control and discipline, premises maintenance, parking, access and other means and methods traditionally utilized by School District for its conducting of on campus activities.

2.6. Event Promotion. Upon approval of the Events, Skoollive shall be responsible for the promotion and advertising of each Event to the students. School District agrees and acknowledges that Skoollive's sponsorship of the Events shall require the use of advertising materials (pre-printed posters and other printed promotional materials) and its kiosk system. Skoollive shall provide School District's schools with all advertising materials, at its own cost and expense, no later than five (5) weeks prior to the date of the Event. School District's schools shall use their best efforts to immediately remove any poster(s) or other advertising materials that have been damaged, defaced, torn, burned, or otherwise altered in any manner and immediately replace any damaged poster(s) or advertising materials or kiosks within five (5) business day of notice. Skoollive shall, at its own costs and expense, replace such damaged advertising materials, but in no event longer than one (1) week after receipt of said notice.

2.7. Content of Promotional/Advertising Materials. Skoollive shall provide School District samples, photos, recordings, or descriptions of promotional materials to be handed out to students and Event attendees for its approval prior to the Event and before publication to the students. School District shall have ten (10) days from the date the materials are sent to object to the content and seek modifications to the advertising materials and kiosk system content. School District may approve the proposed content of the promotion, unless the content is not in conformance with the content restrictions provided in Section 2.4 above, and shall include any sponsorship from the tobacco or alcohol beverage industries, nor shall it advertise, promote or display promotions or advertisements that may be perceived as inappropriate, offensive,

politically incorrect, sexually explicit, or containing any other similar objectively inappropriate content for School District's campuses including non-nutritious food and beverages.

2.8. School District's Own Advertising & Promotion. Separate and apart from the advertising materials and kiosk system, School District shall use its own best efforts to promote Events, commencing at least two (2) weeks before the scheduled Event, and at least one (1) time per day for the ten (10) consecutive School District days prior to the Event, and at least three (3) times on the day of any Event, or School District shall deem to be in breach of this Agreement.

2.9. Event Costs. In addition to the cost of promotion and advertising of the Events, Skoollive shall also be responsible for all other costs associated with the hosting of the Events, including, but not limited to, all booking agency fees, union dues, publicity costs, promotion or exploitation costs, traveling expenses, wardrobe expenses and all other expenses, licensing requirements, permits, fees, and costs associated with the furtherance of Events and the promotion and advertising thereof. Skoollive agrees to supply all equipment, tools, materials, and supplies necessary to host the Events and perform its services to the extent School District has no such equipment, tools, materials, and supplies available for use in hosting the Events.

2.10. Fall Tour Dates. Notwithstanding the foregoing, and following the completion of the first applicable School District Year, School District and Skoollive shall mutually agree upon available dates for Subsequent Events for the months of September, October, November, and December ("Fall Tour Dates") for the next School District Year not later than June 30th of the previous School District Year.

2.11. Cancellation Policy. The parties mutually agree to the following cancellation policy as described in this Section.

2.11.2. Cancellation of Event by Parties. The Parties reserve the right to cancel any Event for any reason up to fourteen (14) calendar days in advance of the date of the Event, without penalty. In the event Skoollive cancels an Event within fourteen (14) calendar days of the Event, Skoollive shall pay to School District the entire Event Fee that would have otherwise been due and owed to School District for the particular Event.

2.12. Event Fees. Skoollive shall pay to School District the amount of two hundred and No/100ths Dollars (\$200.00) for the hosting of each Event ("Event Fee"). Unless otherwise modified and agreed to in writing, School District shall receive the same Event Fee for each Event held at School District's schools.

2.12.1 Payment Terms. The Event Fee shall be paid to School District no later than thirty (30) days following the date of the Event. Event Fees will be delivered to School District in the form of a check. Skoollive shall make all Event Fees payable to School District unless otherwise specified by School District in writing.

2.13 Sponsorship Revenue. School District acknowledges and understands Skoollive is paid sponsorship fees from various sponsors and advertisers for the promotion and hosting of

the Events. Skoollive uses these fees to offset the cost of promotion and production of the Events, and to pay to School District the Event Fee. However, other than payment of the Event Fee, and unlike the advertisement revenue, School District shall not be entitled to any share of the sponsorship fees paid by the Event sponsors or advertisers to Skoollive. Further, School District shall not have the right to inquire, nor shall Skoollive be required to disclose, the sponsorship fees paid to Skoollive in total or by a sponsor or advertiser for each Event, or all of the Events, hosted and promoted by Skoollive, whether at School District or other locations.

4. INSURANCE REQUIREMENTS

4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, SKOOLLIVE agrees that it shall procure and maintain throughout the Initial Term of this Agreement and any extension term (or for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with SKOOLLIVE's performance of this Agreement. SKOOLLIVE shall also procure and maintain such other types of insurance as may be required under this Article, below. DISTRICT shall not, and shall be under no obligation to, issue a Notice to Proceed until SKOOLLIVE has provided evidence satisfactory to DISTRICT that it has procured all insurance required under this Article.

4.2 REQUIRED COVERAGES: SKOOLLIVE agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:

A. Commercial General Liability Insurance: SKOOLLIVE shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability and Two Million Dollars (\$2,000,000.00) in the aggregate.

B. Automobile Liability Insurance: SKOOLLIVE shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: SKOOLLIVE shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against DISTRICT, the DISTRICT Council and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.

4.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT, the DISTRICT Council and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

4.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.

4.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by SKOOLLIVE shall be primary to any coverage available to DISTRICT, the DISTRICT Council and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by DISTRICT, the DISTRICT Council and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers shall be in excess of SKOOLLIVE's insurance and shall not contribute with it.

4.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit SKOOLLIVE or SKOOLLIVE's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. SKOOLLIVE hereby waives all rights of subrogation against DISTRICT.

4.7 VERIFICATION OF COVERAGE: SKOOLLIVE acknowledges, understands and agrees that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the DISTRICT's financial well-being. Accordingly, SKOOLLIVE warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested. All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to SKOOLLIVE's commencement of any work or any of the Work. Upon DISTRICT's written request, SKOOLLIVE shall also provide DISTRICT with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. DISTRICT shall not, and shall be under no obligation to, issue a Notice to Proceed until SKOOLLIVE fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon DISTRICT.

4.8 FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies DISTRICT may have under this Agreement or at law or in equity, if SKOOLLIVE fails

to comply with any of the requirements set forth in this Article, DISTRICT may, but shall not be obligated to: (i) Order SKOOLLIVE to stop any and all work under this Agreement or withhold any payment, which becomes due to SKOOLLIVE hereunder, or both stop work and withhold any payment, until SKOOLLIVE demonstrates compliance with the requirements hereof; or (ii) terminate this Agreement. DISTRICT's exercise of any of the foregoing remedies, shall be in addition to any other remedies DISTRICT may have and is not the exclusive remedy for SKOOLLIVE's failure to comply with the insurance requirements set forth under this Article.

4.9 SUBCONTRACTORS INSURANCE COVERAGE: SKOOLLIVE shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon SKOOLLIVE under this Article.

4.10 NO LIMITATION ON LIABILITY: SKOOLLIVE's procurement of insurance shall not be construed as a limitation of SKOOLLIVE's liability or as full performance of SKOOLLIVE's indemnification duties set forth under this Agreement.

SECTION 5 – INDEMNIFICATION

5.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, designated agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, indemnified from any and all loss, injury, damage, claim, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, or any other cost to the extent caused by SKOOLLIVE's negligent act, error or omission in the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. SKOOLLIVE acknowledges that DISTRICT would not enter into this Agreement in the absence of SKOOLLIVE's commitment to indemnify, and defend the DISTRICT as set forth herein.

5.2 To the fullest extent permitted by law, SKOOLLIVE shall indemnify, and hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) to the extent caused by SKOOLLIVE's negligent, act, error or omission in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the negligence or willful misconduct of the DISTRICT.

5.3 DISTRICT shall have the right to offset against the amount of any compensation due SKOOLLIVE under this Agreement any amount due DISTRICT from SKOOLLIVE as a result of SKOOLLIVE's failure to pay DISTRICT promptly any indemnification arising under this Article and related to SKOOLLIVE's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

5.4 The obligations of SKOOLLIVE under this Article will not be limited by the provisions of any workers' compensation act or similar act. SKOOLLIVE expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.

5.5 SKOOLLIVE agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of SKOOLLIVE in the performance of this Agreement. In the event SKOOLLIVE fails to obtain such indemnity obligations from others as required herein, SKOOLLIVE agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, designated agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of SKOOLLIVE's subcontractors or any other person or entity involved by, for, with or on behalf of SKOOLLIVE in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.

5.6 DISTRICT does not, and shall not, waive any rights that it may possess against SKOOLLIVE because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

5.7 In the event of concurrent negligence on the part of SKOOLLIVE or any of its officers, officials, employees, agents or volunteers, DISTRICT or any of its officers, officials, employees, agents or volunteers or any of its officers, officials, employees, agents or volunteers, the liability or any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

5.8 SKOOLLIVE agrees that this Agreement shall in no way act to abrogate or waive any immunities available to DISTRICT under the Tort Claims Act of the State of California.

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

6. TERM, RENEWAL AND TERMINATION.

6.1. Term. The term ("Term") of this Agreement shall commence on the Effective Date and shall continue for a period of thirty-six (36) months from the Effective Date, unless modified, extended, terminated, or amended in accordance with the terms of this Agreement.

6.2. Immediate Right to Terminate – With Cause. Either party shall have the right to immediately terminate this Agreement by giving written notice to the other party in the event one party has materially breached this Agreement by failing to cure said breach within fourteen (14) calendar days following receipt of notice of the alleged breach.

6.3 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, “Event of Default”) shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a “Default Notice”) to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If Skoollive is in breach (whether or not such breach is caused by Skoollive or Skoollive’s officials, officers, employees, agents, contractors, subcontractors or subconsultants, School District may, in its sole and absolute discretion (and without obligation), terminate this Agreement immediately upon the issuance written notice of termination on the grounds of breach (a “Breach-Termination Notice”) which notice shall specify the effective date of such termination for cause. School District’s ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies School District may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.

6.4 Effective Date of Agreement. Other than for the Term, the Effective Date of this Agreement shall be the date in which the Agreement is first signed and dated on behalf of School District.

7. GENERAL REPRESENTATIONS AND WARRANTIES

7.1. Representations and Warranties of Skoollive. Skoollive represents and warrants that (a) it a limited liability company in good standing with all applicable local, state and federal agencies, (b) the person executing this Agreement on behalf of Skoollive is authorized by its members to bind Skoollive to the terms and conditions contained herein, (c) all marketing and advertising services performed under this Agreement shall be performed consistent with the best practices within the industry, and (d) the marketing, promotional and advertising services provided hereunder shall comply with all applicable laws and regulations.

7.2. Representations and Warranties of School District. School District represents and warrants that (a) School District is a public/private educational institution, operating schools subject to control by School District’s Board. School District identifies its Assistant Superintendent of Business services as having express and actual authority by to carryout School District’s administration, business, services, School District related events, and extracurricular activities as contemplated by this Agreement, (b) the person executing this Agreement of behalf

of School District is authorized to bind the School District to the terms and conditions contained herein, and (c) School District's use of its own promotional and advertising services provided hereunder do not and will not operate in any manner violate any applicable law, regulation or other agreement entered into by or governing School District.

7.3. Ratification of Agreement by School District Board/District. Skoollive understands, acknowledges and agrees this Agreement shall not be binding on the parties, unless and until School District obtains approval and ratification of the Agreement from School District's Board, if so required. If so required, after execution by the parties, School District shall thirty (30) days from the Effective Date in which to obtain approval or ratification by School District's Board. If School District's Board does not approve/ratify this Agreement, it shall be deemed null, void and unenforceable. If after the thirty (30) day period School District has not applied for or sought approval or ratification from School District's Board, this Agreement shall be deemed binding on the parties as of the Effective Date.

8. GENERAL TERMS AND CONDITIONS

8.1. Force Majeure. The occurrence of any unforeseen act or event that prevents a party from performing its obligations under this Agreement, is beyond the reasonable control or and not the fault of said party, and said party has been unable to avoid or overcome the prevention by its exercise of due diligence, is considered to be a "Force Majeure Event" such that the party is excused from further performing its obligations. Under this Agreement, "Force Majeure Event" includes, but is not limited to the following events or occurrences: war, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or the public enemy, terrorist act, military action, epidemic, famine or plague, shipwreck, action of a court or public authority, or strike, work-to-rule action, go-slow, or similar labor difficulty, each on an industry-wide, region-wide or nationwide basis. Should a Force Majeure Event occur, and a party cannot perform its obligations, the non-performing party shall not be liable for any loss or delay resulting from any Force Majeure Event, and any payment or delivery date shall be extended to the extent of any such delay resulting from the Force Majeure Event.

8.2. Binding on Successors and Assigns. Subject to prior written consent from each party, which shall not be withheld except for commercially valid reasons, the provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, partnership, or corporation, other than the parties, their successors and assigns, any benefits, or rights under or by reason of this Agreement, except to the extent of any contrary provision herein contained.

8.3. Relationship of Parties. This Agreement shall not create an employer-employee relationship, a partnership, joint venture or other agency relationship between the parties. Skoollive and School District are independent entities contracting for the marketing and promotional services specified under this Agreement. All personnel used by Skoollive to perform the services required under this Agreement shall be deemed the employees, agents or independent contractors of Skoollive only. Skoollive shall be solely responsible for compliance

with all tax, insurance and labor laws applicable to the fees paid to Skoollive under this Agreement. Neither party shall have the right, power or authority to create any contract or obligation, or make any commitments, express or implied, on behalf of, in the name of or binding upon the other party.

8.4. Assignment.

8.4.1. Assignment by the Parties. This Agreement is personal to the Parties and the Parties shall not voluntarily or by operation of law assign, delegate, transfer, or substitute this Agreement without the prior written consent of the non-assigning Party. A violation of this provision is a material breach of the Agreement and permits the non-assigning Party to terminate this Agreement effective immediately upon notice to the Party attempting to assign.

8.5. Communication Protocols; Notices.

8.5.1. Communication Protocols. The Parties agree that they will designate in writing a single person who is authorized to represent each party in discussions or communications with the other party with respect to any and all matters that arise in connection with this Agreement. The persons so designated are referred to herein as the "Party Representatives." Each Party Representative may designate in writing one or more persons to act in his or her place. The parties agree that the Party Representatives will promote open communications in an effort to avoid miscommunication and disputes between the parties. The initial Party Representative each party shall be as follows:

Skoollive: George Bruton

School District: Assistant Superintendent of Business Services

8.5.2. Notices. All notices, requests, demands, claims, consents and other communications which are required or otherwise delivered hereunder shall be in writing and shall be deemed to have been dully given if (i) personally delivered; (ii) sent by nationally recognized overnight courier; (iii) mailed by registered or certified mail with postage prepaid, return receipt requested; (iv) upon confirmed transmittal if by facsimile; or (v) the E-mail is reported received by the return receipt requested, or an equivalent E-mail response received (or at such other address for a party as shall be specified by like notice)

If to Skoollive:

Skoollive, LLC
Attn: George Bruton
3540 Alta Vista Drive
Fallbrook, CA 92028

Tel: (310) 387-9733
E-mail: gbruton@skoollive.com

With a courtesy copy, which shall not constitute service of process, to:

Wingert, Grebing, Brubaker & Juskie, LLP.
Attn: Andrew A. Servais, Esq.
600 W. Broadway, Suite 1200
San Diego, CA 92101
Tel: (619) 232-8151
Fax: (619) 232-4665
E-mail: aservais@wingertlaw.com

If to School District:

Marysville Joint Unified School District
1919 B St Marysville, CA
Marysville, CA 95901
(530-741-6000
530-742-0573 [Facsimile Number]
rdigiulio@mjusd.com [E-mail]

8.6. Waiver. The parties may not amend or waive any provision of this Agreement, except pursuant to a writing executed by the party or parties against whom any amendment or waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition, and no course of dealing between the parties, shall operate as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for that purpose that it is given and is not to be construed as a waiver on any future occasion or against any other person. To the extent any course of dealing, act, omission, failure, or delay in exercising any right or remedy under this Agreement constitutes an election of an inconsistent right or remedy, that election does not constitute a waiver of any right or remedy, or limit or prevent the subsequent enforcement of any contract provision. No single or partial exercise of any right or remedy under this Agreement precludes the simultaneous or subsequent exercise of any other right or remedy. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

8.7. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect, if the essential terms and conditions of this Agreement for both parties remain valid, legal and enforceable. If any essential provision is held invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill, as closely as possible, the original intents and purposes of this Agreement.

8.8. Governing Law/Venue. This Agreement, including, but not limited to, its validity, interpretation, construction, performance and enforcement, shall be construed in

accordance with and governed by the laws of the State of California (without giving effect to its conflicts of law principles). Any party bringing a legal action or proceeding against the other arising out of or relating to this Agreement, or the transactions it contemplates, shall bring the legal action or proceeding in federal or state courts located in Yuba County, California. Each party consents to the exclusive jurisdiction of said courts for the purpose of all legal actions and proceedings arising out of or relating to this Agreement, or the transactions it contemplates. Each party agrees that the exclusive choice of forum set forth in this Section does not prohibit the enforcement of any judgment obtain in that forum or any other appropriate forum. Each party waives, to the fullest extent permitted by law, any objection which it may now or later have to the venue agreed upon herein, and any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

8.9. Merger/Integration. This Agreement contains the entire agreement between the parties and represent the complete and exclusive expression of the parties' agreement on the matters between the parties. All prior and contemporaneous negotiations and agreement between the parties on matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated herein.

8.10. Execution/Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The parties additionally acknowledge and agree that this Agreement may be executed and delivered by facsimile or email. At such times as each of the parties has a facsimile or email copy of this Agreement, and/or counterparts thereof, containing the signatures of all of the parties, this Agreement shall be treated as having been fully executed and delivered for all purposes.

8.11. Attorneys' Fees. Should it be necessary to institute any action to enforce the terms of this Agreement, the parties hereby agree that the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees, as well as all costs of the action, including, but not limited to court or arbitration tribunal costs, filing fees, exhibit fees, forensic consultant fees, litigation support costs and expert witness fees. Further, recoverable attorney fees and costs shall include the costs for such items for any appeals. This paragraph shall remain independent from any judgment entered to enforce its terms, shall not merge therewith, and shall entitle the prevailing party to attorneys' fees and costs incurred in connection with post judgment collection and enforcement efforts.

8.12. Contest Entry. School District understands and agrees the execution of this Agreement permits Skoollive to enter and qualify School District's schools and its students into all current, ongoing, and future contests, sweepstakes, challenges, or activities of the like for additional prizes, giveaways, promotional distributions, for some or no cash value. A copy of the official rules and contest information is available upon request.

8.13 Copyright/Trademarks. Skoollive's kiosk system, its supporting software and programs, ShopLife and SkoolAlert, and their supporting software programs, including but not limited to text, graphics or code (collectively as "Skoollive property") are copyrighted under the laws of the United States and other copyright laws, and is the property of Skoollive. Other than for the performance of services and obligations under this Agreement, any other use, including but not limited to the reproduction, distribution, display or transmission of the Skoollive property is strictly prohibited, unless first authorized by Skoollive. Similarly, all trademarks, service marks and trade names of Skoollive, ShopLife and SkoolAlert used in the content of the kiosk system and advertising materials are the property of Skoollive, and may not be used by School District for any purpose unless first so authorized by Skoollive. School District's real property, branding, software logos, trademarks, graphics, text and other such technology remain the property of School District ("School District Property"). Other than for the performance of services and obligations under this Agreement, any other use, including but not limited to the reproduction, distribution, display or transmission of the School District Property is strictly prohibited, unless first authorized by the School District.

8.14 FINGERPRINTING AND CRIMINAL BACKGROUND VERIFICATION. If Skoollive employees or contractors will have access to the School District Property during school hours, Skoollive shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements for said parties as described in Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Safety Code, § 1500 et seq.).

[SIGNATURE PAGE TO FOLLOW]


IN WITNESS WHEREOF, the parties enter into this Agreement as of the Effective Date.

SKOOLLIVE:

SCHOOL DISTRICT:

Skoollive, LLC.
a California limited liability company

Marysville Joint Unified School District

By: 

By: _____

Name: George Bruton

Name: Ryan DiGiulio

Title: President/CEO

Title: Assistant Superintendent of
Business Services

Date: 10/3/14

Date: 11/18/14

ADDENDUM "A"

NUMBER OF KIOSKS AT EACH OF SCHOOL DISTRICT'S SCHOOLS

School:

No. of Kiosks

SchoolDude Agreement
Prepared for Marysville Joint Unified School District

Terms of Use
November 18, 2014

Welcome to SchoolDude Nation! We are excited that you are taking advantage of one of the SchoolDude, Inc.™ products.

This Terms of Use Agreement (together with all other documents incorporated by reference, in each case as amended from time to time, this "**Agreement**") is the legal and binding instrument by and between SchoolDude, Inc. ("**SchoolDude**"), and Client (as defined below) and shall govern Client's access and use of the Services.

1. **Definitions.** Words used in this Agreement shall have their ordinary meanings in the English language, except that scientific, technical, specialized or foreign words shall be given their appropriate scientific, specialized or foreign meanings, and definitions specifically provided elsewhere in the Agreement shall apply. The following words, names and titles shall have the following meanings:
 - 1.1. **Account.** Account means Client's specific account where Client subscribes to access and use Service(s).
 - 1.2. **Account Users.** Account Users means individual users specified by the Client to access and use the Client's Account.
 - 1.3. **Applications.** Applications means the software-as-a-service (SaaS) enterprise asset management applications designed, developed, marketed and made available by SchoolDude for the education market (including, but not limited to, public school districts, private, independent and charter schools, and colleges and universities), which include, without limitation, the following functionality: enterprise workflow, communication, content and business process logic for facilities, technology, business operations, facility scheduling, building automation, energy and transportation management.
 - 1.4. **Confidential Information.** Confidential information means any non-public information and/or materials provided by a party under this Agreement to the other party.
 - 1.5. **Client.** Client means the legal entity identified on the Account, which accepts the terms of this Agreement.
 - 1.6. **Content.** Content means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Services.
 - 1.7. **Data.** Data means all data and information inputted or otherwise made available by Client and its Account Users to the Services.
 - 1.8. **Dude Automation Appliance or DAA.** Dude Automation Appliance or DAA means a piece of fixed purpose computer hardware installed inside the Client firewall in a

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location providing network connectivity between the Client Building Automation System(s) and SchoolDude's web servers.

- 1.9. **Intellectual Property Rights.** Intellectual Property Rights means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.
 - 1.10. **Privacy Policy.** Privacy Policy means the SchoolDude privacy policy, as amended from time to time, which can be viewed by clicking the "Privacy" hypertext link located on www.schooldude.com
 - 1.11. **Services.** Services means each of the Application(s) subscribed to by Client pursuant to this Agreement. Client shall specify each of the Services that Client shall subscribe to as part of its Account registration process.
 - 1.12. **Subscription Fee.** Subscription Fee means the annual subscription fee invoiced to Client by SchoolDude prior to the Initial Term and each applicable Renewal Term, which is required to be paid in order for Client to be permitted to access and use the Services.
 - 1.13. **Third Party.** Third Party means a non-SchoolDude entity.
2. **Access and Use; Limitations and Restrictions.**
- 2.1. **License.** SchoolDude hereby grants to Client a personal, non-exclusive, non-transferable license, during the Term, to access and use the Services, including accessing and using all of the Content contained in or made available through the Services, solely for its own internal business purposes.
 - 2.2. **Limitations and Restrictions.** Client is permitted to store, manipulate, analyze, reformat, print, and display the Content only for its own internal business purpose. Client shall not, nor permit any other Third Party, to do any of the following:
 - 2.2.1. Copy, license, sublicense, sell, resell, rent, lease, transfer, make available, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party;
 - 2.2.2. Use the Services in a way not intended by SchoolDude;
 - 2.2.3. Send spam or otherwise distribute unsolicited messages in violation of applicable laws;
 - 2.2.4. Send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights;

- 2.2.5. Send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
 - 2.2.6. Interfere with or disrupt the integrity or performance of the Services or the data contained therein;
 - 2.2.7. Attempt to gain unauthorized access to the Services or its related systems or networks;
 - 2.2.8. Store, manipulate, analyze, reformat, print, and display the Content for personal use;
 - 2.2.9. Upload or insert code, scripts, batch files or any other form of scripting or coding into the Services;
 - 2.2.10. Modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile, or otherwise attempt to decipher any code in connection with the Services and/or any other aspect of SchoolDude's technology;
 - 2.2.11. Access and/or use the Services in order to build a competitive product or service, copy any features, functions or graphics of the Services; and
 - 2.2.12. Store personal sensitive information and/or identifiable information, such as social security numbers, credit card numbers, birth dates, etc. Personal sensitive or identifiable information should not be entered into the Services, as there are no data fields requesting such information. It is the Client's responsibility to enforce this policy for fields beyond SchoolDude's control such as a description or notes field. SchoolDude reserves the right in the future to scan input data and block certain information such as social security numbers or credit card numbers.
- 2.3. **Proprietary Rights; Reservation of Rights.** Except for the limited licenses granted herein, Client has no right, title or interest in or to any Application, any Service or any Content, and SchoolDude shall retain all proprietary right, title and interest, including all Intellectual Property Rights, in and to the Applications, the Services and the Content. SchoolDude and/or other SchoolDude products and services referenced herein are either trademarks or registered trademarks of SchoolDude. The names of other companies and products mentioned herein may be the trademarks of their respective owners. All rights not expressly granted by SchoolDude to Client are retained by SchoolDude.
3. **Account.** To subscribe to the Services, Client must establish its Account, which may only be accessed and used by authorized Account Users.
- 3.1. **Setup.** To setup an Account User, Client must provide SchoolDude (and agree to maintain, promptly update and keep) true, accurate, current and complete Information for such Account User. If Client or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, SchoolDude has the right to immediately suspend or terminate Client's Account and usage of the Services and refuse any and all future use.
 - 3.2. **Password.** Each Account User must establish and maintain a personal, non-transferable password, which shall not be shared with, or used by, any other Third

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Party. Client may transfer an Account User's right to access and use the Services to a new user only if such Account User becomes inactive and is unable to access the Services. Client is also solely responsible for any and all activities that occur under its Account and ensuring that it exits or logs-off from its Account at the end of each session of use. Client shall notify SchoolDude immediately of any unauthorized use of its Account and/or any other breach of security of the Services that it suspects or becomes aware of.

3.3. Proper Use; Responsibilities. In connection with its access and use of the Services and Its Account, Client shall:

- 3.3.1. Have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Data;
- 3.3.2. Use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify SchoolDude promptly of any such unauthorized use;
- 3.3.3. Allow email notifications generated by the Services on behalf of Client's Account Users to be delivered to Client's Account Users;
- 3.3.4. Use its best efforts to stop immediately any copying or distribution of Services that is known or suspected by Client;
- 3.3.5. Comply with all applicable local, state, federal, and foreign laws in using the Services and, if using the Services outside of the United States, not use the Services in a manner that would violate any federal or state laws of the United States if conducted therein; and
- 3.3.6. If utilizing the ITAMDirect Service, upgrade and update its systems to the most current version of the audit agent. Periodically, Client will receive a "notice" of upgrade and accompanying directions to make sure its ITAMDirect service is up-to-date and functioning at current levels. If Client continues to use an old, out-of-date, version of the audit agent more than 120 days following an upgrade notice, SchoolDude reserves the right to (i) not support Client's out-of-date client audit agent and (ii) block Client's Account. The audit agent should not be placed within an image file that will be deployed to multiple computers. Such action will constitute an audit agent that is installed improperly.

4. SchoolDude Responsibilities.

- 4.1. **Data Confidentiality.** SchoolDude does not own any Data, unless SchoolDude specifically tells Client before Client submits it. SchoolDude will not edit or disclose any information regarding Client's Account, including any Data, without Client's prior permission, except in accordance with this Agreement; provided that SchoolDude provides certain statistical information (such as usage, average costs or time values, or user traffic patterns) in aggregate form to Third Parties or to service subscribers.
- 4.2. **Other Responsibilities.** SchoolDude shall:
 - 4.2.1. Provide telephone and online standard support to Client's Account Users, at no additional charge; and

- 4.2.2. Use commercially reasonable efforts to make the Services generally available 24 hours a day, 7 days a week, except for:
- 4.2.2.1. Continual improvement maintenance (e.g., scheduled maintenance, hardware/software upgrades and minor enhancements), which is performed during the weeknights from 10p.m. ET to 7a.m.ET; or
 - 4.2.2.2. Planned downtime (of which SchoolDude shall give at least 8 hours' prior notice and which SchoolDude shall schedule to the extent reasonably practicable during the weekend hours from 10:00 p.m. ET Friday to 7:00 a.m. ET Monday); or
 - 4.2.2.3. Downtime caused by circumstances beyond SchoolDude's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems not involving SchoolDude employees, computer or telecommunications failures or delays involving hardware or software not within SchoolDude's possession or reasonable control, and network intrusions or Denial of Service (DoS) attacks, but only to the extent unavailability results notwithstanding the exercise by SchoolDude of reasonable care and due diligence to avoid or mitigate the same in anticipation of or in response to such causes.
- 4.3. **Guidelines.** SchoolDude reserves the right to establish or modify general practices and limits concerning use of the Services, including without limitation, the maximum number of days that data will be retained by the Service, the maximum disk space that will be allotted on SchoolDude servers on Client's behalf. SchoolDude will provide 60 days' prior notice of such action. SchoolDude also reserves the right to block IP addresses originating a Denial of Service (DoS) attack or IP addresses causing excessive amounts of data to be sent to SchoolDude servers. SchoolDude will notify Client should this condition exist and inform Client of its action. Once blocked, an IP address will not be able to access the Services and the block may be removed once SchoolDude is satisfied corrective action has taken place to resolve the issue.

5. Data

- 5.1. **Data.** As between SchoolDude and Client, Client owns all rights, title and interest in and to the Data. Notwithstanding the foregoing, Client hereby grants SchoolDude a non-exclusive, royalty-free license to display, distribute, transmit and otherwise use the Data to improve the Services and the performance of SchoolDude, including without limitation, submitting and sublicensing the Data to third parties for analytical purposes, provided that (i) such third parties have entered into a written agreement with SchoolDude to maintain the confidentiality of the Data and (ii) SchoolDude will not specifically identify the Data as originating from Client when providing the Data to such third parties.
- 5.2. **Data Integrity.** Client, not SchoolDude, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and

SchoolDude shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data.

- 5.3. **Data Security Breach.** SchoolDude will exercise reasonable care and due diligence to avoid or mitigate in anticipation of, or in response to, a Data security breach. If a Data security breach occurs, SchoolDude shall promptly notify Client thereof.

6. **Dude Automation Appliance (DAA)**

- 6.1. **Best Available Technology.** SchoolDude reserves the right to replace Client's Dude Automation Appliance as SchoolDude deems necessary.
- 6.2. **Limited Warranty.** SchoolDude represents and warrants that the DAA shall be free of defects and workmanship, reasonable wear and tear excepted, during the Term of this Agreement. Upon any breach of this warranty, SchoolDude shall replace the applicable Dude Automation Appliance as long as Client's subscription is current and paid in full for the software applications that utilize the Dude Automation Appliance. This states Client's sole and exclusive remedy for any breach of this limited warranty.
- 6.3. **Exceptions to Limited Lifetime Warranty.**
- 6.3.1. Acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems.
- 6.3.2. Improper installation.

7. **Third Party Interaction**

- 7.1. **Relationship to Third Parties.** In connection with Client's use of the Services, Client may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Services; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Client's Account, the Services and a third-party provider; (iv) be offered additional functionality within the user interface of the Services through use of the Services' application programming interface; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Client and the applicable Third Party. SchoolDude shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Client and any such Third Party.
- 7.2. **Ownership.** Client is the owner of all Third Party content and data loaded into the Client Account. As the owner, it is Client's responsibility to make sure it meets its particular needs. SchoolDude will not comment, edit or advise Client with respect to such Third Party content and data in any manner.
- 7.3. **No Warranty or Endorsement.** SchoolDude does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by SchoolDude as "certified," "validated," "premier," or other designation. SchoolDude does not endorse any sites on the Internet which are linked through the Services. SchoolDude is providing these links to Client only as a matter of

convenience, and in no event shall SchoolDude be responsible for any content, products, or other materials on or available from such sites.

- 7.4. **Commercially Reasonable Efforts.** SchoolDude will use commercially reasonable efforts to assist with integrations between Client and an applicable Third Party.

7.5. **Examples of Third Party Content.**

7.5.1. **Preventive Maintenance Templates/Schedules.** SchoolDude has not researched and cannot verify if the Preventive Maintenance Templates/Schedules satisfy any law, regulation or industry standard in Client's particular setting or jurisdiction. The forms are for Client's information, but they do not constitute suggestions, guides or advice regarding Preventive Maintenance Schedules. It is Client's responsibility to set up Client's Preventive Maintenance Templates/Schedules within the Services. At Client's discretion, Client may utilize the Preventive Maintenance Templates/Schedules as Client creates its schedules. If Client decides to use the Preventive Maintenance Templates, it will be Client's complete responsibility to edit and research them in order to satisfy its particular setting and purpose.

7.5.2. **On-Site Services.** Any Third Party vendor who provides implementation, customization, content, integration and other services related to Client's use of the Services and applications, on premises.

7.5.3. **Integration Services.** SchoolDude's Connect, Automation or Integration services (including: ConnectBAS, ConnectSchedules, ConnectFinance, ConnectScheduleStar, ConnectEdline, Critical Alarm Automation, FS Automation, PM Automation, IT Automation) are software applications that physically and/or functionally linked together that act as a coordinated whole, which integrate with Third Party, commercial and/or non-SchoolDude products.

7.5.4. **Utility Bill Automation Services.** If Client uses the Utility Bill Automation Services, Client must provide appropriate usernames, passwords, and bill statements for each utility account. The Utility Bill Automation Services are delivered by a Third Party, in the event the Third Party defaults, such Utility Bill Automation Services will be discontinued. If a different Third Party services provider is contracted, prices for such Utility Bill Automation Services are subject to change.

- 7.6. **Additional Terms.** Indemnification ([Section 10](#)), Disclaimer of Warranties ([Section 11](#)) and Limitation of Liability ([Section 12](#)) apply to all Third Party interactions.

8. **Subscription Fees.**

- 8.1. **Invoicing; Payment Terms.** SchoolDude shall send a renewal proposal to the Client 90 days before the commencement of the applicable Renewal Term. Upon the signed return of the proposal, a renewal invoice for each applicable Subscription Fee will be sent to Client. Client agrees to pay all Subscription Fees no later than 30 days after the receipt of SchoolDude's applicable invoice therefor.

- 8.2. **Credit Cards; Taxes.** At any time during the Term of the Agreement, SchoolDude may require Client to establish and maintain a valid card as a condition to continued use of the Services. Upon receipt of a written request from SchoolDude for credit card information, Client must promptly provide to SchoolDude (and thereafter maintain during the Term) a valid credit card for its Account, which shall ensure that each applicable fee and charge is paid to SchoolDude on each applicable payment date. Client must also report and pay any applicable taxes to the appropriate governmental agency.
- 8.3. **Renewal Charges.** SchoolDude maintains the right to increase Subscription Fees and other applicable fees and charges in connection with each Renewal Term.
- 8.4. **Non-Payment.** If Client fails to pay any applicable fee or charge within 90 days of receipt of an applicable invoice, SchoolDude may suspend or terminate Client's access to the Services and Account and terminate this Agreement.

9. Term and Termination.

- 9.1. Unless otherwise terminated in accordance with this Agreement, the initial term of this Agreement shall begin on November 18, 2014 and conclude on June 15, 2015. This agreement will be continued for full fiscal years beginning July 1, 2015 contingent on the receipt of a signed renewal proposal for each Renewal Term. Upon termination of this Agreement, (i) Client's access and use of the Services shall automatically cease and (ii) SchoolDude shall have no obligation to maintain the Data or to forward the Data to Client or any Third Party.
- 9.2. SchoolDude may terminate this Agreement prior to the expiration of the Initial Term or any subsequent Renewal Term if Client commits a material breach of this Agreement and fails to cure such breach within 30 days after written notice of such breach is given by SchoolDude, provided that if the breach involves a failure of Client to pay any of the fees required under this Agreement, the cure period shall be reduced to ten 10 days. Without limiting the foregoing, in the event of a breach that gives rise to the right by SchoolDude to terminate this Agreement, SchoolDude may elect, as an interim measure, to suspend its performance hereunder (including, without limitation, Client's right to access and use the Services and the Account) until the breach is cured. SchoolDude's exercise of its right to suspend performance shall be without prejudice to SchoolDude's right to terminate this Agreement upon written notice to Client.
- 9.3. Client may terminate this Agreement at any time for convenience by providing SchoolDude 30 days' prior written notice to the following email address: support@school dude.com. Upon termination by Client pursuant to this Section 9.3, Client may request in writing and be granted a refund in an amount equal to: (i) the Subscription Fee prepaid by Client for the one-year term during which such termination is effective, *multiplied by* (ii) the number of full months remaining in the applicable one-year term (determined based upon the effective date of termination) *divided by* 12; provided, however, that if SchoolDude receives Client's written notice of termination pursuant to this Section 9.3 within the first 60 days after the commencement of the Initial Term, SchoolDude shall refund to Client the entire

Subscription Fee for the Initial Term. For avoidance of doubt, no refund will be granted on QuickStart training, import or project management fees. Upon termination of its Account, Client's right to access its Account and use the Services immediately ceases.

10. **Indemnification.** Client shall indemnify and hold SchoolDude, its licensors, and each such party's parents, subsidiaries, affiliates, officers, directors, employees, attorneys and agents, harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with Client's use of the Services (including the Content) and/or breach of this Agreement.

SchoolDude shall indemnify and hold harmless Client, its board members, officers, employees, agents, and students from and against any direct costs, losses, damages, liabilities, expenses, demands and judgments, including court costs, which may arise due to negligent or intentional acts of SchoolDude.

11. **Disclaimer of Warranties.** SCHOOLDUDE AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. SCHOOLDUDE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (II) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (III) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (V) ERRORS OR DEFECTS WILL BE CORRECTED, (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SCHOOLDUDE AND ITS LICENSORS.

12. **Limitation of Liability.** IN NO EVENT SHALL SCHOOLDUDE'S AGGREGATE LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY CLIENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL SCHOOLDUDE AND/OR ITS LICENSORS, BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO CLIENT'S USE OR INABILITY TO USE THE SERVICES, OR FOR

ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, EVEN IF SCHOOLDUDE OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL SCHOOLDUDE'S LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOST PROFITS) OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING UNDER THIS AGREEMENT OR FROM PERFORMANCE THEREUNDER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT THEY HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, OR FOR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE CONTENT.

CLIENT AGREES THAT SCHOOLDUDE'S APPLICATIONS, INCLUDING WITHOUT LIMITATION ITS "CRISISMANAGER" APPLICATION ("CM"), ARE DOCUMENTATION TOOLS ONLY, AND THAT THE APPLICATIONS ARE NOT INTENDED TO PROVIDE EMERGENCY SERVICES OR PROTOCOLS, PROCEDURES OR ACTION PLANS IN THE EVENT OF A CRISIS OR EMERGENCY. WITHOUT LIMITING THE FOREGOING, CLIENT FURTHER AGREES THAT IT SHALL BE SOLELY RESPONSIBLE FOR: (1) CREATING AND MAINTAINING ITS EMERGENCY ACTION PLAN WITHIN CM, (2) ENSURING THAT CLIENT'S EMPLOYEES, CONTRACTORS AND OTHER PERSONNEL ARE PROVIDED ACCESS TO ITS EMERGENCY ACTION PLAN WITHIN CM, AND (3) CONTACTING (E.G., CALLING 911) EMERGENCY SERVICES IN THE EVENT OF AN ACTUAL CRISIS OR EMERGENCY. SCHOOLDUDE SHALL HAVE NO RESPONSIBILITY OR LIABILITY AS A RESULT OF THIS AGREEMENT AND/OR CLIENT'S USE OF CM FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN THE EVENT OF A CRISIS OR EMERGENCY.

13. Additional Terms.

- 13.1. **Authority.** Client represents and warrants that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Client, enforceable against it in accordance with its terms.
- 13.2. **Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
- 13.3. **Jurisdiction.** This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of California, without regard to the principles of conflict of laws.
- 13.4. **Compliance with Laws.** Client shall comply with all applicable laws, rules and regulations relating to Client's access to and/or use of the Services.
- 13.5. **Assignment.** Client may not assign its rights or delegate its duties under this Agreement, either in whole or part, and any such attempted assignment or delegation shall be void.
- 13.6. **Force Majeure.** SchoolDude will not be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond the control of SchoolDude.

- 13.7. **No Waiver.** The failure of either Client or SchoolDude in any one or more instance(s) to insist upon strict performance of any of the terms of this Agreement will not be construed as a waiver or relinquishment of the right to assert or rely upon any such term(s) on any future occasion(s).
- 13.8. **Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.
- 13.9. **High-Risk Use.** Client hereby acknowledges that the Services are not designed or intended for access and/or use in or during any activities where the failure of the Services could lead to death, personal injury or environmental damages. SchoolDude hereby expressly disclaims any express or implied warranty of fitness for such purposes.
- 13.10. **No Third Party Beneficiaries.** No person or entity not a party to this Agreement will be deemed to be a third party beneficiary of this Agreement or any provision hereof.
- 13.11. **Notice.** SchoolDude may give notice by means of a general notice through the Services, electronic mail to the e-mail address maintained on Client's Account, or by written communication sent by first class mail to Client's address on record in SchoolDude's account information. You may give notice to SchoolDude (such notice shall be deemed given when received by SchoolDude) at any time by any of the following: electronic mail to notice@schooldude.com; letter sent by confirmed facsimile to SchoolDude at the following fax number: (866)299-7821; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to SchoolDude at the following address: SchoolDude, 11000 Regency Parkway, Suite 110, Cary, NC 27518 attn: Operations.
- 13.12. **Unlawful Provisions Void.** If this Agreement contains any unlawful provisions or portions thereof, they shall be deemed deleted from the Agreement and the remainder of the Agreement shall remain in full force and effect.
- 13.13. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and understandings with respect to the same. No waiver or amendment of any term or condition of this Agreement shall be valid or binding on either party unless agreed to in writing by both parties.
- 13.14. **Captions and Headings.** Captions and headings are used herein for convenience only, are not a part of this Agreement, and shall not be used in interpreting or construing this Agreement.
- 13.15. **Language.** Only the most current English version of this Agreement is binding. In the event of inconsistency or discrepancy between the English version and any other language version of this Agreement, the English-language version shall prevail.
- 13.16. **Questions or Additional Information.** If Client has questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@SchoolDude.

13.17. **Children Under the Age of 13.** SchoolDude does not knowingly collect personal information from children under 13. If SchoolDude learns it has collected or received personal information for a child under 13 without verification of parental consent, SchoolDude will delete such information. If Client believes SchoolDude might have any information from or about a child under 13, please contact us at notice@schooldude.com or by mail at the following address: SchoolDude, 11000 Regency Parkway, Suite 110, Cary, NC 27518.

13.18. **Modifications.** SchoolDude may revise this Agreement from time to time and will post the most current version of this Agreement on its website. If a revision meaningfully reduces Client's rights, SchoolDude will notify Client.

14. **SchoolDude Training.** Client's QuickStart plan includes online support and training. QuickStart is paid at purchase; if Client terminates this agreement and later repurchases the terminated product, QuickStart must be purchased again as well.

14.1. **Product Launch Services.** Work 1:1 with a client advisor from your initial purchase to determine your needs, goals, and timeline. From this, a success plan will be designed to assist with product implementation.

14.2. **Lifetime Training.** QuickStart includes lifetime online training for all active product subscriptions, including online training sessions for new product administrators and group online trainings for specific roles.

14.3. **Lifetime Support.** Client has access to lifetime support for all active product subscriptions. Support is available via phone, email or live chat Monday through Friday from 8:00 am to 6:00 pm Eastern.

14.4. **Additional Services.** Additional services such as imports of data and onsite training that are not covered by 14.1, 14.2, and 14.3 are available at an additional cost.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For Marysville Joint Unified School District

For SchoolDude.com Inc.

Signed: _____

Signed: _____

Printed Name: _____

Ryan DiGiulio

Printed Name: _____

Sandy King

Title: _____

Asst. Superintendent
of Business Services

Title: _____

Director of Sales Operations

Date: _____

November 18, 2014

Date: _____

October 30, 2014



11000 Regency Parkway, #200 | Cary, NC 27518
phone: 877.868.3833 | fax: 800.216.3063

Attachment A

10/29/2014

Ryan DiGiulio
Assistant Superintendent of Business
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Dear Ryan,

Thank you for your interest in our market leading solutions for improving educational operations. We at SchoolDude are excited about providing you with online tools that will help you save money, increase efficiency and improve services. SchoolDude is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Marysville Joint Unified School District:

Item	Term	Investment
MaintenanceDirect	7 months	\$2,972.08
MaintenanceDirect - Quick Start Training	1 time	\$1,300.00
PMDirect	7 months	\$1,190.00
PMDirect - Quick Start Training	1 time	\$525.00
ITDirect	7 months	\$2,674.58
ITDirect - Quick Start Training	1 time	\$1,200.00
CalSave Product Product Discount 13% (Annual)	7 months	(\$888.77)
CalSave Training Discount 8%	1 time	(\$242.00)
MySchoolDude – KPI Dashboard (Community)	1 st Year Free	1 st Year Free

Total Investment thru 6/30/2015:	\$8,730.89
---------------------------------------------	-------------------

1st Year Annual Renewal 7/1/2015:	\$10,196.40
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Terms of Service:

- Initial Term: **7 months**
- Automatic invoicing will occur at the end of each term.
- Training and startup assistance are available in an online format and through telephone support as indicated on our website.
- Technical support is available from 8am to 6pm Eastern Standard Time. Please call (877) 868-3833 for technical support.
- Applicable sales taxes are in addition to the quoted price. If Marysville Joint Unified School District is tax exempt, please fax a copy of your Tax Exemption Certificate to 866-299-7821 or email it to accounting@schooldude.com
- Proposal valid for 60 days.
- Payment: Terms are net 30 days.
- Daily backup of data, backups transferred offsite daily, and 24/7 server monitoring in a dedicated data center environment.
- Although the terms of this document control, all other conditions of use can be found at:
<http://schooldude.com/terms>



11000 Regency Parkway, #200 | Cary, NC 27518
phone: 877.868.3833 | fax: 800.216.3063

Payment and Delivery Terms:

- If within 60 days of order you are not completely satisfied, you can cancel your service for a full refund.
- SchoolDude.com solutions are delivered for the client to access within 24 hours of the order.
- SchoolDude.com will contact you within 48 hours to schedule your QuickStart startup and training services
- Payment terms are Net 30.

Also included in Initial Term - Full access to MySchoolDude:

- An online comparative Key Performance Indicator (KPI) and benchmarking platform to inform you how your school is doing relative to peers and best performing institutions.
- Includes premium content, prescriptive best practices and steps for continuous improvement.
- Provided at no cost to Clients during their initial term of software subscription.

At SchoolDude, we understand the yearly budgeting cycle of educational institutions. If you need us to pro-rate the annual fee based on your budget cycle, please let me know. I will provide you with the pro-rated cost based on the number of months remaining in your fiscal year.

Thanks again for your interest in utilizing our web-native solutions to integrate and more efficiently manage your operations. Please feel free to contact me with any questions at (310) 379-8354 or by email at thomas.whitlow@schooldude.com.

Sincerely,
Thomas Whitlow
Account Manager
SchoolDude.com
11000 Regency Parkway, Suite 200
Cary, NC 27518
Telephone: (310) 379-8354
Fax Number: (800) 216-3063
Email: thomas.whitlow@schooldude.com

The undersigned accepts the above detail and agrees to the terms herein.

ACCEPTED BY:

11/18/14

Customer Signature

Date

Ryan DiGiulio

Print Name

Asst. Supt. of Business Services

Position

Please address the purchase order to:

SchoolDude.com
11000 Regency Parkway, Suite 110
Cary, NC 27518

***** Please mail the original and fax or email a copy of the signed proposal and purchase order to 866-299-7821 or sales@schooldude.com.**

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No.: 67R
Date of Project Authorization: November 6, 2014
Architect's Project No.: 2013-1106

This Project Authorization is issued pursuant to the "Architectural Services Agreement – Master Agreement", dated 12th of February, 2008 by and between the Marysville Joint Unified School District and Rainforth ■ Grau ■ Architects (hereinafter referred to as the 'Agreement'), and is considered as an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'Client') does hereby authorize Rainforth ■ Grau ■ Architects (hereinafter referred to as the 'Architect') to provide professional services on the following project:

1. PROJECT DESCRIPTION

- 1.1 Name: Security Systems at Various Sites
- 1.2 Location(s): All District sites except Lindhurst High School (23 sites)

2. SCOPE OF WORK / BUDGET / SCHEDULE

INITIAL SCOPE

- 2.1 Work Statement: Install new and/or upgrade existing video surveillance equipment at District sites.
- 2.2 Initial Construction Budget: Approximately \$ 1,200,000
- 2.3 Preliminary Schedule Milestones: Construction completed August 2013

REVISED SCOPE

- 2.4 Proceed through DSA approval on 5 sites
- 2.5 Add 2 additional sites post DSA approval not part of the initial 23 sites
- 2.6 Revise the District Standards specifications for Security Cameras post DSA
- 2.7 Revise the 7 sites with new District Standard Cameras.
- 2.8 Revise Security Cameras installation and warrantee requirements
- 2.9 Additional site coordination

3. ARCHITECT'S SERVICES & CONSULTANTS

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

<input type="checkbox"/>	Pre-Design
<input checked="" type="checkbox"/>	Site Analysis
<input checked="" type="checkbox"/>	Schematic Design all 23 sites
<input checked="" type="checkbox"/>	Design Development
<input checked="" type="checkbox"/>	Construction Documents 7 sites
<input checked="" type="checkbox"/>	Bidding and/or Negotiation
<input checked="" type="checkbox"/>	Construction Administration
<input type="checkbox"/>	Post-Construction
<input type="checkbox"/>	Other:

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PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

3.2 The Architect shall provide the following consultant services as part of the base fee:

- ☐ Civil Engineer
- ☐ Structural Engineer
- ☐ Mechanical/Plumbing Engineer
- ☒ Electrical Engineer
- ☐ Landscape Architect
- ☐ Food Service Consultant

3.3 The Architect shall provide the following consultant services as additional fee (fee basis to be identified herein):

- ☐ Theater Consultant
- ☐ Audio/Visual Consultant
- ☐ Acoustic Engineer/Designer
- ☐ Traffic Engineer
- ☐ Pool Consultant
- ☐ Energy Consultant

4. ARCHITECT'S COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the Architect by the Client for the Project.

- 4.1 The Architect shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.
- 4.2 The Client shall compensate the Architect in accordance with the Agreement and this Authorization.

4.2.1 For Architect's Services, compensation shall be computed as follows:

Hourly Billing Rates with Not-to-Exceed Maximum: Compensation for services rendered by principals and employees shall be based upon the rates as stated on the Architect's currently dated "Hourly Billing Classification Rates Schedule" which shall be attached to and made a part of each PA. This schedule of billing rates is subject to annual adjustments by the Architect, whereby the Architect shall inform the District, in writing, of said adjustment, if any, which shall then be the prevailing rates applied to the Project(s) so authorized. Rates for Consultant services shall be based on their normal hourly rates.

The Not-to-Exceed maximum for this scope of work is \$121,000.

INITIAL PHASE OF WORK:

Item 2.1 - \$65,000 (45% of total NTE)

REVISED SCOPE

Item 2.4 - \$21,000 (Proceed through DSA approval on 5 sites)

Item 2.5 - \$13,000 (Add 2 additional sites post DSA approval not part of the initial 23 sites)

Item 2.6 - \$2,500 (Revise the District Standards specifications for Security Cameras post DSA)

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Item 2.7 - \$7,000 (Revise the 7 sites with new District Standard Cameras)

Item 2.8 - \$8,500 (Revise Security Cameras installation and warrantee requirements)

Item 2.9 - \$4,000 (Additional site coordination)

4.2.2 For Additional Services, compensation shall be determined per the Agreement.

4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement.

4.2.4 The Architect's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work within 180 days of the date of Client's authorization.

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

5.1 The Architect shall be paid additional fee for the following services:

None

5.2 Special provisions for this project include:

Original Proposal letter dated January 28, 2013 is attached as for information only and is not a part of this agreement.

This Project Authorization is hereby approved.

Marysville Joint Unified School District

Ryan DiGiulio
Assistant Superintendent, Business Services
Date: _____

Rainforth ■ Grau ■ Architects
A Professional Corporation
2407 J Street, Suite 202
Sacramento, CA 95816

Jeffrey A. Grau, C-14648
Principal Architect
Date: 11.7.14

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Architecture & Planning ■ January 28, 2013

2407 J Street, Suite 202 ■ Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Sacramento, CA 95816-5020 ■ Attention: Michal Healy

Subject: Proposal for Professional Services No. 67
Security Systems at Various Sites
Architect's Project No.: 2013-TBD

(916) 368-7990 ■

Dear Michal:

FAX: (916) 368-7996 ■ Based on the available information at this time, we are presenting a proposal for services to install and improve security monitoring systems at various sites throughout the Marysville District.

A Professional Corporation ■ **Existing Conditions:** Currently, the District has a variety of systems at different campuses and no surveillance at others. This work has been completed as portions of other projects over time, some of it is older and out of date, and is not fully compatible.

Scope of Work: To improve video security monitoring, the District desires to install new and/or upgrade existing video surveillance equipment at all sites with the exception of Lindhurst High School (system adequate). This will include changing analog equipment to digital, installing new cameras and installing new servers. The new equipment will provide a compatible and centrally monitored system.

Scope of Services: To plan, design and engineer the needed work, RGA will work with ECOM Engineering to develop a comprehensive plan. This will include:

- Initial project scope meeting with District to define the parameters of work and better understand project requirements. This should include the preferred vendor if possible.
- Review of available drawings to establish base drawings.
- Development of site base plans for design use.
- Individual site meetings to review existing conditions identify locations of new equipment and resolve routing of new conduit when necessary.
- Plan development and engineering of systems for each site.
- Field review of design to ensure coordination.
- QA/QC check of documents.
- Coordination with bidder/vendor to obtain pricing.
- Pre-construction meeting with contractor.
- Submittal and shop drawing review.
- General construction administration services.



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Proposal for Professional Services No. 67
Security Systems at Various Sites
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Schedule of Work: This construction work is to be completed during the summer of 2013. In order to ensure that can be accomplished, planning work must begin in February to allow adequate time for pricing and obtaining equipment.

DSA Approval: Based on our discussions with DSA, this work is subject to their review and approval. Our services therefore do include work necessary to prepare and process documents required for DSA reviewed projects.

Fee: To accomplish this work, we propose an hourly not-to-exceed fee of \$144,000 plus reimbursable expenses.

Please note that this fee is based on our understanding of the project scope and does not anticipate significant changes or discovery of unknown conditions that could impact services and fee such as DSA close-out of uncertified projects.

If acceptable, please sign and return one copy to me for our records. If you have any questions, concerns or comments, please call me.

Thank you for this opportunity to continue our service to the Marysville Joint Unified School District.

Sincerely,



Timothy R. DeWitt
Principal Architect

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Enclosures

pc: Aaron Bagger; RGA
Jeffrey A. Grau; RGA

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PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No.: 67
Date of Project Authorization: January 28, 2013
Architect's Project No.: 2013-TBD

This Project Authorization is issued pursuant to the "Architectural Services Agreement – Master Agreement", dated 12th of February, 2008 by and between the Marysville Joint Unified School District and Rainforth ■ Grau ■ Architects (hereinafter referred to as the 'Agreement'), and is considered as an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'Client') does hereby authorize Rainforth ■ Grau ■ Architects (hereinafter referred to as the 'Architect') to provide professional services on the following project:

1. PROJECT DESCRIPTION

- 1.1 Name: Security Systems at Various Sites
- 1.2 Location(s): All District sites except Lindhurst High School (23 sites)

2. SCOPE OF WORK / BUDGET / SCHEDULE

- 2.1 Work Statement: Install new and/or upgrade existing video surveillance equipment at all District sites.
- 2.2 Initial Construction Budget: Approximately \$ 1,200,000
- 2.3 Preliminary Schedule Milestones: Construction completed August 2013

3. ARCHITECT'S SERVICES & CONSULTANTS

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

- ☐ Pre-Design
- ☐ Site Analysis
- ☒ Schematic Design
- ☐ Design Development
- ☒ Construction Documents
- ☒ Bidding and/or Negotiation
- ☒ Construction Administration
- ☐ Post-Construction
- ☐ Other:

PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

3.2 The Architect shall provide the following consultant services as part of the base fee:

☐ Civil Engineer
☐ Structural Engineer
☐ Mechanical/Plumbing Engineer
☒ Electrical Engineer
☐ Landscape Architect
☐ Food Service Consultant
☐
☐
☐
☐

3.3 The Architect shall provide the following consultant services as additional fee (fee basis to be identified herein):

☐ Theater Consultant
☐ Audio/Visual Consultant
☐ Acoustic Engineer/Designer
☐ Traffic Engineer
☐ Pool Consultant
☐ Energy Consultant
☐
☐
☐
☐

4. ARCHITECT'S COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the Architect by the Client for the Project.

4.1 The Architect shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.

4.2 The Client shall compensate the Architect in accordance with the Agreement and this Authorization.

4.2.1 For Architect's Services, compensation shall be computed as follows:

Hourly Billing Rates with Not-to-Exceed Maximum: Compensation for services rendered by principals and employees shall be based upon the rates as stated on the Architect's currently dated "Hourly Billing Classification Rates Schedule" which shall be attached to and made a part of each PA. This schedule of billing rates is subject to annual adjustments by the Architect, whereby the Architect shall inform the District, in writing, of said adjustment, if any, which shall then be the prevailing rates applied to the Project(s) so authorized. Rates for Consultant services shall be based on their normal hourly rates.

The Not-to-Exceed maximum for this scope of work is \$144,000.

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PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

- 4.2.2 For Additional Services, compensation shall be determined per the Agreement.
- 4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement.
- 4.2.4 The Architect's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work within 180 days of the date of Client's authorization.

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

- 5.1 The Architect shall be paid additional fee for the following services:


None

- 5.2 Special provisions for this project include:

Proposal letter dated January 28, 2013 is attached and is considered a part of this agreement.

This Project Authorization is hereby approved.

Marysville Joint Unified School District


Owner
Date: 1/20/13

Rainforth • Grau • Architects
A Professional Corporation
2407 J Street, Suite 202
Sacramento, CA 95816


Jeffrey A. Grau, C-14648
Principal Architect
Date: 1-28-13

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From: Michal Healy
Sent: Tuesday, February 04, 2014 5:02 PM
To: Tim DeWitt
Cc: Jeffrey Grau; Tina Lovell
Subject: RE: Security Camera Project

Thank you Tim. We will revise the budget.

Michal Healy

Director of Facilities
Marysville Joint Unified School District
Email mhealy@mjusd.k12.ca.us
Ph. 530.749.6151

From: Tim DeWitt [<mailto:tdewitt@rainforthgrau.com>]
Sent: Tuesday, February 04, 2014 5:00 PM
To: Michal Healy
Cc: Jeffrey Grau
Subject: RE: Security Camera Project

Michal,

Thanks for your patience on this accounting of the hours spent on the Security Cameras Project.

The original scope of work was developed to include site investigation, plan development in REVIT and initial consultant coordination on the 23 sites as outlined in the Project Authorization No. 67. These sites were completed to schematic design level. We then revised the scope to only include the Marysville High School Site, MCAA Site, District Office Site, McKenney Intermediate Site, Yuba Gardens Intermediate Site and the Foothill Intermediate Site. This scope of work is complete through DSA approval. During this time ECOM engineering worked with the District to revise your camera specifications that has been incorporated into our project manual.

Since DSA approval the Yuba Feather Elementary Site and the North Marysville High School Site have been added back into the scope of work and revisions to the DSA approved Foothill Intermediate Site have been documented and are at the District for review and comment. We will be revising the approved documents through an addendum once the districts review is complete.

With the work completed and the current scope of work as outlined I would propose we revise our NTE to \$86,000.

Please call if you have any questions.

Tim DeWitt
Principal Architect
Rainforth Grau Architects
2407 J Street, Suite 202
Sacramento, CA 95816
(916) 368-7990
tdewitt@rainforthgrau.com

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From: Michal Healy [mailto:mhealy@mjustd.com]
Sent: Tuesday, January 28, 2014 5:33 PM
To: Tim DeWitt
Cc: Jeffrey Grau
Subject: RE: Security Camera Project

Tim,
A revised estimate would be great. I understand RGA and ECOM put in a lot of additional hours, not originally planned when the PA was written. I just want to make sure we are tracking the project correctly with accounting within the revised project requirements. This includes the deletion of some work and addition of other work.

Thanks again,

Michal Healy

Director of Facilities
Marysville Joint Unified School District
Ph. 530.749.6151
Email mhealy@mjustd.k12.ca.us

From: Tim DeWitt [mailto:tdewitt@rainforthgrau.com]
Sent: Tuesday, January 28, 2014 4:17 PM
To: Michal Healy
Cc: Jeffrey Grau
Subject: RE: Security Camera Project

Michal,

I understand now your thinking. I would like to offer a couple items that affect the amount of hours spent on the project. We started by visiting all the sites and preparing base information each of them. We also have reworked the camera systems in order to create a new district standard. We did not track all the hours separately in order to quantify these tasks. So, with that said you can see how doing a percentage would be difficult.

I will provide you with a revised estimate for your review.

Tim DeWitt
Principal Architect
Rainforth Grau Architects
2407 J Street, Suite 202
Sacramento, CA 95816
(916) 368-7990
tdewitt@rainforthgrau.com

From: Michal Healy [mailto:mhealy@mjustd.com]
Sent: Tuesday, January 28, 2014 3:58 PM
To: Tim DeWitt
Cc: Jeffrey Grau
Subject: RE: Security Camera Project

Tim,
This project must be completed prior to June 30 and I would like to get it out to "bid" as soon as it is fully approved by DSA.

I had forgotten we never decreased the PA from the original amount when we decreased the total amounts of schools. The \$60,000 was an estimate on our end. Do you have a revised dollar amount, which takes into account the decrease of school sites, but increases to and changes in the cameras?

Thanks,

Michal Healy

Director of Facilities
Marysville Joint Unified School District
Ph. 530.749.6151
Email mhealy@mjuds.k12.ca.us

From: Tim DeWitt [<mailto:tdewitt@rainforthgrau.com>]
Sent: Tuesday, January 28, 2014 2:04 PM
To: Michal Healy
Cc: Jeffrey Grau
Subject: RE: Security Camera Project

Michal,

Great. I am glad to hear that you are moving ahead on the project. Are you planning on doing this job this summer? I checked our file and the approved PA#67 is in the amount of \$144,000. The latest invoice No. 6330 brings our A/E Fee to a total of \$66,179.71. Because of the inclusions and exclusions of sites we simply added the Yuba Feather project in under the PA agreement.

I guess I am not understanding your question. Can you please clarify.

Thanks,

Tim DeWitt
Principal Architect
Rainforth Grau Architects
2407 J Street, Suite 202
Sacramento, CA 95816
(916) 368-7990
tdewitt@rainforthgrau.com

From: Michal Healy [<mailto:mhealy@mjuds.com>]
Sent: Tuesday, January 28, 2014 10:31 AM
To: Jeffrey Grau; Tim DeWitt
Subject: Security Camera Project

Jeff and Tim,

I am getting the security camera project back on track and I hope to get the final marked up set of drawings back to you this week.

We did add the Yuba Feather campus to the project and due to the addition; your billing has exceeded the approved PA. Please email me the additional fees required for the Yuba feather portion of the project. We are currently processing the invoice we received past the approved PA.

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Thanks,

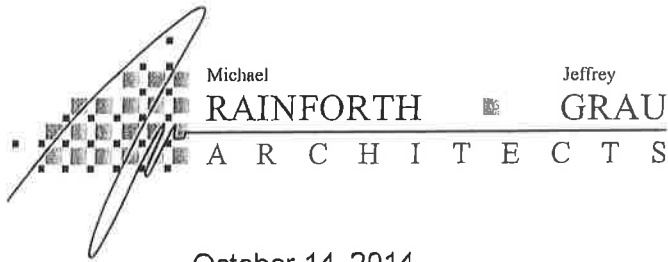
Michal Healy

Architect
LEED AP B+D

Director of Facilities
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
530.749.6151
mhealy@mjUSD.k12.ca.us

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October 14, 2014

Architecture & Planning ■

Marysville Joint Unified School District
1919 B Street
2407 J Street, Suite 202 ■ Marysville, CA 95901

Attention: Ryan DiGiulio, Assistant Superintendent of Business Services

Sacramento, CA 95816-5020 ■ **Subject: Proposal for Professional Services No. 67
Security Systems at Various Sites**
Architect's Project No.: 2013-1106

(916) 368-7990 ■ Dear Ryan:

FAX: (916) 368-7996 ■ The original project scope of work for the security systems is intended to improve video security monitoring. The District desires to install new and/or upgrade existing video surveillance equipment at all sites with the exception of Lindhurst High School (system adequate). This includes changing analog equipment to digital, installing new cameras and installing new servers. The new equipment will provide a compatible and centrally monitored system.

A Professional Corporation ■ This scope has been refined over time to meet the District's requirements. The Project Authorization No. 67 has an Hourly Not to Exceed fee of \$144,000. Just prior to DSA approval the NTE was revised to \$86,000. Since that agreement the work has continued to evolve per the District needs. The Yuba Feather site and the Marysville H.S. - Far North Campus site have been added along with modifications at each of the other five sites.

To support these changes I am requesting the project NTE be revised to \$121,000. Please note that this fee is below our original agreement and does not anticipate additional significant changes.

If acceptable, please sign and return one copy to me for our records. If you have any questions, concerns or comments, please call me.

Thank you for this opportunity to continue our service to the Marysville Joint Unified School District.

Sincerely,



Timothy R. DeWitt
Principal Architect

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Enclosures

pc: Aaron Bagger; RGA
Jeffrey A. Grau; RGA


10/20/14

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