

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

PEST CONTROL SERVICE AGREEMENT

THIS AGREEMENT, made July 1, 2016 between ADVANCED INTEGRATED PEST MANAGEMENT ("CONTRACTOR"), having a principal place of business at 205 Kenroy Lane, Roseville, CA 95678 and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT"), mutually agree as follows:

I. TERM OF CONTRACT

- (1) This Agreement will become effective as of the date above and will continue in effect through June 30, 2017, unless sooner terminated. (Agreed upon contract extension options may be utilized per the RFP.)

II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

- (1) Contractor agrees to perform the services specified in the "Description of Services" attached to this Agreement and incorporated by reference herein as Exhibit "A."
- (2) Contractor shall perform within the time set forth in Exhibit "A" everything required to be performed.

III. COMPENSATION

- (1) In consideration for the services and/or material referenced in Article II, scope of work by contractor, District agrees to pay \$2,269.00 PER MONTH AS PER THE TERMS, CONDITIONS, AND SPECIFICATIONS OF RFP #17-1003 AND DISTRICT LOCATION AND FEE SCHEDULE ATTACHMENT (copy attached). Unless provided for in Article II, payment of expenses shall be made within sixty (60) days upon completion/delivery of goods and/or services accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of Marysville Joint Unified School District, Accounts Payable Department.
- (2) The District reserves the right to withhold payment until order is completed and/or accepted by the District.

Business Services Department
Approval: [Signature]
Date: 7/19/16

OBLIGATIONS OF CONTRACTOR

- (1) While performing services thereunder, Contractor is an independent contractor and not an officer, agent or employee of the District.
- (2) The Contractor shall provide and furnish all necessary tools, labor, materials, equipment and all transportation services as described and required to perform the services under this Agreement. The Contractor shall assume all other expenses incurred in connection with the performance of this contract and the District shall not be responsible for payment of any other expenses. The Contractor is personally liable for, among other things, taxes, personal health, car insurance, Worker's Compensation for his/her own employees and business expenses for maintaining his/her office.
- (3) The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the District be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.

Item 4 [] is [x] is not applicable to this agreement.

- (4) Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
- (5) All equipment, supplies and services sold to the District shall conform to the general safety orders of the State of California.
- (6) It is policy of the District that in connection with all work performed under any and all contracts, including independent contractor agreements, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, medical condition or marital status. In the performance of the terms of this contract, Contractor agrees to comply with applicable Federal and California laws including, but not limited, to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735, and agrees that it will not engage in nor permit any subcontractor as it may employ to engage in unlawful discrimination in the employment of persons because of race, color, ancestry, religious creed, national origin, age, physical handicap, medical condition, marital status, or sex of such person.

IV. LIABILITY

The Contractor agrees to hold harmless and to indemnify the District for any injury to person or property sustained by the Contractor, by any person, firm or corporation, employed directly or indirectly by the Contractor, or by any of the individuals participating in, or associated with, the Contractor, however, caused. The Contractor further agrees to hold harmless and to indemnify the District for any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor, or of any person, firm or Corporation directly or indirectly employed by the Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and the Contractor, at his/her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against the District for any such claim or demand and pay or satisfy and judgment, including attorney fees and costs, that may be rendered against the District in any such action, suit or legal proceeding.

V. FINGERPRINTING

The Contractor shall comply with the requirements of Education Code Section 45125.1 prior to the commencement of work. Contractor shall certify in writing (see Certification Form and related documents, attached to this Agreement as Exhibit "B" and incorporated by reference) to the Governing Board of the District that none of Contractor's employees who may come into contact with pupils have been convicted of a felony as defined in Education Code Section 45122.2

The Contractor shall provide a list of names of its employees who may come into contact with pupils to the Governing Board of the District. Each subcontractor shall include a provision that requires each subcontractor to comply without the provisions of Education Code Section 45125.1 and this Agreement.

EXHIBIT A

WITNESSTH: That Contractor for and in consideration of the covenants, conditions, agreements and stipulations of District heretofore expressed, does hereby agree to furnish to District services and/or materials, as follows:

Scope of Work: Comprehensive integrated pest management program services at various district sites in accordance with performance specification of RFP #17-1003.

Specifically Includes: Regularly scheduled and special pest control services throughout Marysville Joint Unified School District as per RFP #17-1003 district specifications.

Specifically Excludes:

Project Schedule: As per proposal specifications.

VI. ENTIRETY OF AGREEMENT

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

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

VII. ATTORNEY FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which the party may be entitled.

This Agreement will be governed by and construed in accordance with the laws of the State of California


EXECUTED at Marysville, California, on the date first written above.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By: Ryan DiGiulio
District Representative Assistant Superintendent Business Services

Dated: _____

Advanced Integrated Pest Management

 Brock Peck, Sales Manager
Contractor (Signature & Title)
94-2844366
Social Security # or Federal I.D. #

ATTACHMENT 3

PROPOSAL FORM

The undersigned Contractor proposes and agrees to furnish all labor, supervision, personnel, permits, materials, supplies, transportation, tools, and equipment necessary to provide regular pest control services in accordance with the Scope of Work, Attachment 2 and other contract documents provided herein.

Project Address: Marysville Joint Unified School District properties located throughout the district.

Provide MONTHLY PRICE to inspect and treat as detailed in the Scope of Work for the sites listed, including preventative application using Avert™ Gel and Powder or District approved equal product:

Arboga - 1686 Broadway, Marysville	\$ <u>80.00</u> per month
Browns Valley - 9555 Browns Valley School Road, Browns Valley	\$ <u>80.00</u> per month
Cedar Lane - 841 Cedar Lane, Olivehurst	\$ <u>95.00</u> per month
Cordua - 2830 Hwy 20, Marysville	\$ <u>80.00</u> per month
Covillaud - 628 F St, Marysville	\$ <u>95.00</u> per month
Dobbins - 10351 Marysville Rd, Dobbins	\$ <u>95.00</u> per month
Edgewater - 5715 Oakwood Drive, Marysville	\$ <u>80.00</u> per month
Ella - 4850 Olivehurst Ave, Olivehurst	\$ <u>95.00</u> per month
Johnson Park - 4364 Lever Ave, Marysville	\$ <u>95.00</u> per month
Kynoch - 1905 Ahern, Marysville	\$ <u>80.00</u> per month
Linda - 6180 Dunning Ave, Marysville	\$ <u>95.00</u> per month
Loma Rica - 5150 Fruitland Rd, Marysville	\$ <u>95.00</u> per month
Olivehurst - 1778 McGowan Rd, Olivehurst	\$ <u>85.00</u> per month

Contractor Name ADVANCED IPM (MUST BE COMPLETED)

ATTACHMENT 3

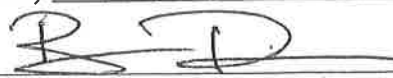
PROPOSAL FORM (page 2)

Yuba Feather – 18008 Oregon Hill Rd, Challenge	\$ <u>95.00</u> per month
Foothill – 5351 Fruitland Rd, Marysville	\$ <u>85.00</u> per month
McKenney – 1904 Huston St, Marysville	\$ <u>80.00</u> per month
Yuba Gardens – 1964 11 th Ave, Olivehurst	\$ <u>145.00</u> per month
Lindhurst High – 4446 Olive Drive, Olivehurst	\$ <u>165.00</u> per month
South Lindhurst High – 4446 Olive Drive, Olivehurst	\$ <u>80.00</u> per month
Marysville High – 12 E. 18 th St, Marysville	\$ <u>165.00</u> per month *
Community Day School – 1949 B St, Marysville	\$ <u>32.00</u> per month
Marysville Charter Academy – 1917 B St, Marysville	\$ <u>32.00</u> per month
District Office Campus - per attached	\$ <u>160.00</u> per month
Warehouse #2 / Dry Food – 1919 B St, Marysville	\$ <u>80.00</u> per month
* CURRENTLY HAS A SCUPPUL SERVICE	\$ <u>200.00</u> PER MONTH?

TOTAL OF ALL SITE AREAS \$ 2,269.00 PER MONTH

The above prices will be valid for sixty (60) days from the proposal opening date.

Representative Name (please print): BRUCK PECK - SALES MANAGER

Representative Signature: 

Company Name: ADVANCED INTEGRATED PEST MANAGEMENT

Date: 3/16/16



702 Nord Avenue • P.O. Box 3870 • Chico, CA 95927

Equipment Rental Agreement

Business Name: Marysville Joint Unified School District
Address: 1919 B Street
City: Marysville **State:** Ca **Zip:** 95901 **Phone:** (530) 749-6107

Location: Arboga Elementary, 1686 Broadway, Olivehurst, Ca. 95961

Hereinafter called "**Customer**", has requested **Advanced Document Concepts**, hereinafter called "**Lessor**", to install for use by customer the equipment listed at the locations indicated, on the terms and conditions hereinafter set forth:

Model Number:	Serial Number:	Machine ID:	Monthly Rate:
<u>Kyocera TA- 6500i</u>			<u>\$75.00 plus tax</u>
<u>Kyocera TA- 6500i</u>			<u>\$75.00 plus tax</u>

I. Customer Shall:

- a.) Pay lessor an installation charge of \$ 0 for the equipment to be installed.
- b.) Pay lessor Quarterly for the use of the equipment a rental fee of \$ 450.00 per quarter, plus 7.5% use tax.

II. Lessor Shall:

- a.) Cause the equipment to be installed at the above location.
- b.) Provide instructional service in the operation of the equipment to customer's employees.

III. a.) This agreement shall become effective on the date of the installation of the equipment and shall continue in effect for a period of 60 months. This agreement is non-cancellable during the initial term. At the end of the initial term, this agreement will continue in effect for successive 3 month periods until terminated by either party on thirty days' written notice to the other of its desire to do so prior to the end of any such 3-month period.

IV. a.) This agreement includes all guarantees and services expressed in the Customer Proposal dated March 17th 2016.

Customer: Marysville Joint Unified School District

Lessor: Advanced Document Concepts

Signature: _____ Ryan DiGiullo

Signature: _____

Title: Assistant Superintendent Business Services

Title: V.P.

Date: _____

Date: 3-29-16

530 / 893-8711 • 530 / 893-9027 fax • 530 / 893-8714 service

• R PRINTERS • DOCUMENT ARCHIVING SYSTEMS • FAX MACHINES • SCANNERS • MAILING SYSTEMS
• COMPREHENSIVE TECHNICAL SUPPORT • PRINTING SUPPLIES

Business Services Department

Approval: Ph
Date: 4/10/16

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702 Nord Avenue • P.O. Box 3870 • Chico, CA 95927

PROPOSAL

Prepared For

Marysville Joint Unified School District

1900 B Street

Marysville, Ca. 95901

March 17, 2016

Arboga Elementary School

2 ea. Refurbished Kyocera TASKalfa 6500i.....\$150.00 per month, plus tax

- 60 Month Rental
- 0 Down
- Billed Quarterly


Features:

- 65 pages per minute b/w
- dual scan document feeder
- automatic duplexing
- finisher/stapler
- hole punch
- network print interface
- network scan interface
- dual 1,500 sheet paper deck
- dual 500 sheet paper trays
- 150 sheet bypass tray
- power filter device
- includes installation, setup, training and IT services for up to 10 workstations.
- Includes lease payoff & trade in of Kyocera KM-6030's (2 ea.)

Maintenance Program:

Billed monthly @ \$.0065 per page b/w
Covers all parts, labor, maintenance
and supplies; excluding paper, staples
and IT services

* *Equipment carries a 5 Year Performance Guarantee*


Michael Fogleman
Sales Representative
Proposal Accepted:

By _____ Ryan DiGiulio

Title Assistant Superintendent Business Services

Date _____

530 / 893-8711 • 530 / 893-9027 fax • 530 / 893-8714 service

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Equipment Rental Agreement

Business Name: Marysville Joint Unified School District
Address: 1919 B Street
City: Marysville **State:** Ca **Zip:** 95901 **Phone:** (530) 749-6107

Location: Arboga Elementary, 1686 Broadway, Olivehurst, Ca. 95961

Hereinafter called "**Customer**", has requested **Advanced Document Concepts**, hereinafter called "**Lessor**", to install for use by customer the equipment listed at the locations indicated, on the terms and conditions hereinafter set forth:

Model Number: Kyocera TA- 4550ci **Serial Number:** N2D1X01515 **Machine ID:** 3862 **Monthly Rate:** \$85.00 plus tax

I. Customer Shall:

- a.) Pay lessor an installation charge of \$ 0 for the equipment to be installed.
- b.) Pay lessor Quarterly for the use of the equipment a rental fee of \$ 255.00 per quarter, plus 7.5% use tax.

II. Lessor Shall:

- a.) Cause the equipment to be installed at the above location.
- b.) Provide instructional service in the operation of the equipment to customer's employees.

III. a.) This agreement shall become effective on the date of the installation of the equipment and shall continue in effect for a period of 60 months. This agreement is non-cancellable during the initial term. At the end of the initial term, this agreement will continue in effect for successive 3 month periods until terminated by either party on thirty days' written notice to the other of its desire to do so prior to the end of any such 3-month period.

IV. a.) This agreement includes all guarantees and services expressed in the Customer Proposal dated March 17th 2016

Customer: Marysville Joint Unified School District

Lessor: Advanced Document Concepts

Signature: _____ Ryan DiGiulio

Signature: _____

Title: Assistant Superintendent Business Services

Title: V.P.

Date: _____

Date: 4/15/16

530 / 893-8711 • 530 / 893-9027 fax • 530 / 893-8714 service

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• COMPREHENSIVE TECHNICAL SUPPORT • PRINTING SUPPLIES

Business Services Department

Approval: [Signature]

Date: 4/15/16



702 Nord Avenue • P.O. Box 3870 • Chico, CA 95927

PROPOSAL

Prepared For

Marysville Joint Unified School District
1919 B Street
Marysville, CA. 95901

March 17, 2016

Arboga Elementary

1 ea. Refurbished Kyocera TASKalfa 4550ci Color System..... \$85.00 per month, plus tax

- 60 Month Rental
- 0 Down
- Billed Quarterly

Features:

- 45 pages per minute b/w
- 45 pages Per minute color
- dual scan document feeder
- 2GB RAM, 160GB HDD
- automatic duplexing
- network print interface
- network scan interface (b/w & color)
- up to 150lb index stock
- up to 12"X18" print size
- stapler/finisher (4,000 sheet capacity)
- dual 1,500 sheet paper deck
- dual 500 sheet paper trays
- 150 sheet bypass tray
- power filter device
- includes trade-in and lease payoff of Kyocera TASKalfa 500ci


Maintenance Program:

Billed monthly @ \$.007 per page for b/w and \$.05 per page for color.

Covers all parts, labor, maintenance and supplies; excluding paper.

* *Equipment carries a 5 Year Performance Guarantee*

* *Maintenance rates are locked for 5 years.*


Michael Fogleman
Sales Representative
Proposal Accepted:

By _____ Ryan DiGiulio

Title Assistant Superintendent Business Services

Date _____

530 / 893-8711 • 530 / 893-9027 fax • 530 / 893-8714 service

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COMPREHENSIVE TECHNICAL SUPPORT • PRINTING SUPPLIES



ABSTRACT OF QUOTE

Paper Supplies #17-1001

All bids submitted are reflected on this quote abstract. MJUSD will notify successful bidders upon award of contract.

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ABSTRACT OF QUOTE				Southwest School & Office Supply		AFP Industries		Pyramid School Products		S&S Worldwide		School Specialty		Standard Stationery Supply Co.	
Paper Supplies #17-1001				Prices expire: 3/3/17		Prices expire: 11/1/16		Prices expire: 9/3/16		Prices expire: 12/31/16		Prices expire: 9/3/16		Prices expire: 3/3/17	
All bids submitted are reflected on this quote abstract. MUUSD will notify successful bidders upon award of contract.				Terms: Net 30		Terms: 0%0		Terms: Net 30 \$3,000 in full cases		Terms: N/A		Terms: Net 30		Terms: Net 30 \$3,000 in full cases	
ITEM	EST. QTY	UNIT	STOCK NUMBER	COMMODITY GROUP II - RULED PAPER		COMMODITY GROUP II - RULED PAPER		COMMODITY GROUP II - RULED PAPER		COMMODITY GROUP II - RULED PAPER		COMMODITY GROUP II - RULED PAPER		COMMODITY GROUP II - RULED PAPER	
				BRAND NAME & ITEM NUMBER	UNIT PRICE	BRAND NAME & ITEM NUMBER	UNIT PRICE	BRAND NAME & ITEM NUMBER	UNIT PRICE	BRAND NAME & ITEM NUMBER	UNIT PRICE	BRAND NAME & ITEM NUMBER	UNIT PRICE	BRAND NAME & ITEM NUMBER	UNIT PRICE
1		rm	02-0455	9 x 6", 3/8" ruling											
2		rm	02-0460	8-1/2 x 11", 3/8" ruling											
3		rm	02-0463	11x8-1/2" ruled 1-1/2" header											
4		rm	02-0465	14 x 8-1/2", 1/4" solid/styled											
5		rm	02-0470	14 x 8-1/2", picture heading											
6		rm	02-0475	14 x 8-1/2", 7/8"											
7	30	rm	02-0480	10 x 10" quadrule ruled 1" sqs.	\$4.05	Imperial RNT10101X	\$121.50	APC AGS1001	6.820	204.600		School Smart by APC AGS1001	\$5.04	\$151.20	APC AGS 1001 \$6.81 \$204.30
8		rm	02-0485	Ruled news, 18"x12", 7" heading								Sax by APC 130P	\$2.42	\$2,323.20	APC 130P \$2.75 \$2,640.00
9	960	rm	02-0490	8-1/2 x 11", 3/8 (flier)	\$2.45	APC 130P	\$2,352.00	Pacon 2402	\$2.64	\$2,534.40	Pacon 2402	\$3.79	\$3,638.40		
				COMMODITY GROUP III - TAG BOARD											
				TAG BOARD PLAIN											
1	96	pkg	02-0495	9 x 12", 125 lb	\$2.04	APC 1209MP	\$195.84	Pacon 5181	\$2.12	\$203.52	Pacon 5181	\$2.31	\$221.76	School Smart by Pacon 5181	\$2.17 \$208.32 APC 1209MP \$2.08 \$199.68
2		sheet	02-0500	22-1/2 x 28-1/2", 150 lb											
				COMMODITY GROUP IV - MISC. DRAWING/GRAPH											
				DRAWING PAPER											
1	60	rm	02-0240	9 x 12", 80lb, white	\$6.72	APC 809W	\$403.20	Pacon 4809	\$6.97	\$418.20	APC 809W	6.88	412.800	Sax by Pacon 053943	\$7.63 \$457.80 APC 809W \$6.92 \$415.20
2	40	rm	02-0245	9 x 12", 60lb, manilla	\$5.18	APC 609W	\$207.20	Pacon 4709	\$5.38	\$215.20	APC 609W	5.30	212.000	Sax by Pacon 053931	\$5.90 \$235.00 APC 609W \$5.32 \$212.80
3	40	rm	02-0250	12 x 18", 80lb, white	\$13.45	APC 812W	\$538.00	Pacon 4812	\$13.80	\$552.00	APC 812W	13.75	550.000	Sax by Pacon 053946	\$15.13 \$605.20 APC 812W \$13.82 \$552.80

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ABSTRACT OF QUOTE

Paper Supplies #17-1001

All bids submitted are reflected on this quote abstract. MJUSD will notify successful bidders upon award of contract.

Southwest School & Office Supply				AFP Industries				Pyramid School Products				School Specialty				Standard Stationery Supply Co.			
Prices expire: 3/3/17				Prices expire: 11/1/16				Prices expire: 9/3/16				Prices expire: 9/3/16				Prices expire: 3/3/17			
Terms: Net 30				Terms: 0%0				Terms: Net 30				Terms: Net 30				Terms: Net 30			
ITEM	EST. QTY	UNIT	STOCK NUMBER	ITEM DESCRIPTION	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL
				GRAPH PAPER															
4	100	rm	02-0300	8-1/2 x 11", ruled 1/4" squares	Imperial 528814	\$2.57	\$257.00	Pacon 2411	\$2.64	\$264.00	APC 811-425	2.63	263.000	School Smart by Pacon 085277	\$2.48	\$248.00	APC 811-425	\$3.15	\$315.00
4a	100	rm	02-0300	8-1/2 x 11", ruled 1/4" squares w/ 3-hole punch	Imperial 528914	\$2.57	\$257.00				APC 811425P	3.23	323.000	School Smart by Pacon 086867	\$2.48	\$248.00	APC 811-425P	\$3.24	\$324.00
5	100	rm	02-0305	8-1/2 x 11", ruled 1/2" squares	Imperial 528812	\$2.82	\$282.00				APC 811-225	3.26	326.000	School Smart by Pacon 811-225	\$2.85	\$285.00	APC 811-225	\$3.27	\$327.00
				COMMODITY GROUP V - MISC. ART.															
				KRAFT PAPER PROJECT ROLL, 50LB															
1		roll	02-0045	Dark Blue															
2	5	roll	02-0050	Light Blue	APC 5LBL	\$45.30	\$226.50	Pacon 67151	\$45.97	\$229.85	Pacon 67151	45.79	228.950	Pacon Artkraft 0067151	\$47.68	\$238.40	Pacon 67151	\$45.90	\$229.50
3	5	roll	02-0055	Emerald Green	APC 5GR	\$36.56	\$182.80	Pacon 67141	\$36.91	\$184.55	Pacon 67141	36.76	183.800	Pacon Artkraft 0067141	\$38.28	\$191.40	Pacon 67141	\$36.85	\$184.25
4	5	roll	02-0060	Orange	APC 5OR	\$46.17	\$230.85	Pacon 67101	\$46.61	\$233.05	Pacon 67101	46.43	232.150	Pacon Artkraft 0067101	\$48.34	\$241.70	Pacon 67101	\$46.54	\$232.70
5	10	roll	02-0065	Flame Red	APC 5FRD	\$48.39	\$483.90	Pacon 67031	\$48.84	\$488.40	Pacon 67031	48.64	486.400	Pacon Artkraft 0067031	\$50.65	\$506.50	Pacon 67031	\$48.76	\$487.60
6	10	roll	02-0070	Canary Yellow	APC 5YL	\$46.18	\$461.80	Pacon 67081	\$46.61	\$466.10	Pacon 67081	46.43	464.300	Pacon Artkraft 0067081	\$44.05	\$440.50	Pacon 67081	\$46.54	\$465.40
7	15	roll	02-0073	White	APC 5WH	\$37.83	\$567.45	Pacon 67001	\$38.18	\$572.70	Pacon 67001	38.03	570.450	Pacon Artkraft 0067001	\$36.21	\$543.15	Pacon 67001	\$38.12	\$571.80
8		roll	02-0074	Brown															
9	5	roll	02-0035	Bright Green	APC 5BG	\$51.39	\$256.95	Pacon 67131	\$51.87	\$259.35	Pacon 67131	51.66	258.300	Pacon Artkraft 0067131	\$49.45	\$247.25	Pacon 67131	\$51.79	\$258.95
10		roll	02-0040	Light Green															

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ABSTRACT OF QUOTE

Paper Supplies #17-1001

All bids submitted are reflected on this quote abstract. MUSD will notify successful bidders upon award of contract.

UNIT AMOUNT OF CONTAINER					UNIT PRICE, TOTAL																	
ITEM	EST. QTY	UNIT	STOCK NUMBER	ITEM DESCRIPTION	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL
CONSTRUCTION PAPER, 12 X 18"																						
11	100	pkg	02-0075	Dark Brown	Pacon 103056 Color Brite 5700DBN	\$2.25 \$2.18	\$225.00 \$218.00	Pacon 103056	\$2.27	\$227.00	Pacon TruRay 103056	2.26	226.000	Pacon TruRay PE466	\$2.88	\$288.00	Pacon TruRay 103056	\$2.33	\$233.00	Pacon TruRay 103056	\$2.26	\$226.00
11	100	pkg	02-0075	Dark Brown										Pacon TruRay PE501	\$2.88					Pacon TruRay 103061	\$2.02	
12		pkg	02-0080	Black										Pacon TruRay PE1932	\$2.88					Pacon TruRay 103060	\$2.27	
13	100	pkg	02-0085	Slate Gray	Pacon 103060 Color Brite 5700SGY	\$2.256 \$2.180	\$225.60 \$218.00	Pacon 103060	\$2.28	\$228.00	Pacon TruRay 103060	2.27	227.000	Pacon TruRay PE1932	\$2.88	\$288.00	Pacon TruRay 103060	\$2.34	\$234.00	Pacon TruRay 103060	\$2.27	\$227.00
13	100	pkg	02-0085	Slate Gray										Pacon TruRay PE469	\$2.88	\$288.00	Pacon TruRay 103048	\$2.23	\$223.00	Pacon TruRay 103048	\$2.17	\$217.00
14	100	pkg	02-0090	Sky Blue	Pacon 103048 Color Brite 5700SBE	\$2.16 \$2.10	\$216.00 \$210.00	Pacon 103048	\$2.18	\$218.00	Pacon TruRay 103048	2.16	216.000	Pacon TruRay PE468	\$2.88	\$288.00	Pacon TruRay 103047	\$2.41	\$241.00	Pacon TruRay 103047	\$2.40	\$240.00
14	100	pkg	02-0090	Sky Blue										Pacon TruRay PE468	\$2.88	\$288.00	Pacon TruRay 103047	\$2.41	\$241.00	Pacon TruRay 103047	\$2.40	\$240.00
15	100	pkg	02-0100	Light Green	Pacon 103047 Color Brite 5700LGN	\$2.37 \$2.28	\$237.00 \$228.00	Pacon 103047	\$2.41	\$241.00	Pacon TruRay 103047	2.19	219.000	Pacon TruRay PE482	\$2.88	\$288.00	Pacon TruRay 103041	\$2.34	\$234.00	Pacon TruRay 103041	\$2.27	\$227.00
15	100	pkg	02-0100	Light Green										Pacon TruRay PE482	\$2.88	\$288.00	Pacon TruRay 103041	\$2.34	\$234.00	Pacon TruRay 103041	\$2.27	\$227.00
16	100	pkg	02-0105	Violet	Pacon 103041 Color Brite 5700VLT	\$2.24 \$2.18	\$224.00 \$218.00	Pacon 103041	\$2.28	\$228.00	Pacon TruRay 103041	2.27	227.000	Pacon TruRay PE1933	\$2.88	\$288.00	Pacon TruRay 103425	\$2.33	\$349.50	Pacon TruRay 103425	\$2.52	\$378.00
16	100	pkg	02-0105	Violet										Pacon TruRay PE1933	\$2.88	\$432.00	Pacon TruRay 103425	\$2.33	\$349.50	Pacon TruRay 103425	\$2.52	\$378.00
17	150	pkg	02-0110	Hot Lime	Pacon 103425 Color Brite 5700HLE	\$2.49 \$2.28	\$373.50 \$342.00	Pacon 103425	\$2.52	\$378.00	Pacon TruRay 103425	2.49	373.500							Pacon TruRay 103057	\$2.12	\$212.00
17	150	pkg	02-0110	Hot Lime										Pacon TruRay 103057	\$2.12	\$212.00	Pacon TruRay 103057	\$2.18	\$218.00	Pacon TruRay 103057	\$2.12	\$212.00
18	100	pkg	02-0115	Brown	Pacon 103056 Color Brite 5700WBN	\$2.11 \$2.10	\$211.00 \$210.00	Pacon 103057	\$2.13	\$213.00	Pacon TruRay 103057	2.12	212.000							Pacon TruRay 103055	\$2.19	\$219.00
18	100	pkg	02-0115	Brown										Pacon TruRay PE487	\$2.88	\$288.00	Pacon TruRay 103055	\$2.19	\$219.00	Pacon TruRay 103055	\$2.13	\$213.00
19	100	pkg	02-0120	Light Brown	Color Brite 5700LBN	\$2.18	\$218.00	Pacon 103055	\$2.14	\$214.00	Pacon TruRay 103055	2.13	213.000							Pacon TruRay 103055	\$2.13	\$213.00

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ABSTRACT OF QUOTE

Paper Supplies #17-1001

All bids submitted are reflected on this quote abstract. MUSD will notify successful bidders upon award of contract.

EST. ITEM	QTY	UNIT	STOCK NUMBER	ITEM DESCRIPTION	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	Pyramid School Products	Prices expire: 9/3/16	S&S Worldwide	Prices expire: 12/31/16	School Specialty	Standard Stationery Supply Co.
CONSTRUCTION PAPER, 12 X 18", CONT.																
20	200	pkg	02-0125	Blue	Pacon TruRay 103054	\$2.37	\$474.00	Pacon TruRay 103054	\$2.41	\$482.00	Pacon TruRay 103054	2.29	458.000	Pacon TruRay 103054	\$2.88	\$576.00
20	200	pkg	02-0125	Blue	Color Brile 5700BE	\$2.28	\$456.00	Pacon TruRay 103036	\$2.28	\$456.00	Pacon TruRay 103036	2.19	438.000	Pacon TruRay 103036	\$2.88	\$576.00
21	200	pkg	02-0130	Yellow	Pacon TruRay 103036	\$2.25	\$450.00	Pacon TruRay 103036	\$2.28	\$456.00	Pacon TruRay 103036	2.19	438.000	Pacon TruRay 103036	\$2.88	\$576.00
21	200	pkg	02-0130	Yellow	Color Brile 5700YVW	\$2.18	\$436.00	Pacon TruRay 103046	\$2.21	\$221.00	Pacon TruRay 103046	2.10	210.000	Pacon TruRay 103046	\$2.88	\$576.00
22	100	pkg	02-0135	Light Yellow	Pacon TruRay 103046	\$2.19	\$219.00	Pacon TruRay 103046	\$2.21	\$221.00	Pacon TruRay 103046	2.10	210.000	Pacon TruRay 103046	\$2.88	\$576.00
22	100	pkg	02-0135	Light Yellow	Color Brile 5700LYW	\$2.10	\$210.00	Pacon TruRay 103034	\$2.32	\$464.00	Pacon TruRay 103034	2.31	462.000	Pacon TruRay 103034	\$2.88	\$576.00
23	200	pkg	02-0140	Orange	Pacon TruRay 103034	\$2.29	\$458.00	Pacon TruRay 103034	\$2.32	\$464.00	Pacon TruRay 103034	2.31	462.000	Pacon TruRay 103034	\$2.88	\$576.00
23	200	pkg	02-0140	Orange	Color Brile 5700OE	\$2.18	\$436.00	Pacon TruRay 102961	\$2.47	\$370.50	Pacon TruRay 102961	2.29	343.500	Pacon TruRay 102961	\$2.88	\$432.00
24	150	pkg	02-0145	Holiday Green	Pacon TruRay 102961	\$2.445	\$366.75	Pacon TruRay 102961	\$2.47	\$370.50	Pacon TruRay 102961	2.29	343.500	Pacon TruRay 102961	\$2.88	\$432.00
24	150	pkg	02-0145	Holiday Green	Color Brile 5700HGN	\$2.280	\$342.00	Pacon TruRay 103058	\$1.98	\$1,188.00	Pacon TruRay 103058	1.97	1182.000	Pacon TruRay 103058	\$2.88	\$1,728.00
25	600	pkg	02-0150	Bright White	Pacon TruRay 103058	\$1.96	\$1,176.00	Pacon TruRay 103058	\$1.98	\$1,188.00	Pacon TruRay 103058	1.97	1182.000	Pacon TruRay 103058	\$2.88	\$1,728.00
25	600	pkg	02-0150	Bright White	Color Brile 5700WE	\$1.60	\$1,140.00	Pacon TruRay 102994	\$2.30	\$690.00	Pacon TruRay 102994	2.29	687.000	Pacon TruRay 102994	\$2.88	\$684.00
26	300	pkg	02-0155	Holiday Red	Pacon TruRay 102994	\$2.275	\$682.50	Pacon TruRay 102994	\$2.30	\$690.00	Pacon TruRay 102994	2.29	687.000	Pacon TruRay 102994	\$2.88	\$684.00
26	300	pkg	02-0155	Holiday Red	Color Brile 5700HRD	\$2.180	\$654.00	Pacon TruRay 102994	\$2.30	\$690.00	Pacon TruRay 102994	2.29	687.000	Pacon TruRay 102994	\$2.88	\$684.00
27		pkg	02-0160	Salmon												
28		pkg	02-0165	Hot Pink												
29	100	pkg	02-0170	Pink	Pacon TruRay 103044	\$2.31	\$231.00	Pacon TruRay 103044	\$2.34	\$234.00	Pacon TruRay 103044	2.02	202.000	Pacon TruRay 103044	\$2.88	\$288.00
29	100	pkg	02-0170	Pink	Color Brile 5700PK	\$2.18	\$218.00	Pacon TruRay 103044	\$2.34	\$234.00	Pacon TruRay 103044	2.02	202.000	Pacon TruRay 103044	\$2.88	\$288.00
30		pkg	02-0175	Magenta												

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ABSTRACT OF QUOTE

Paper Supplies #17-1001

All bids submitted are reflected on this quote abstract. MUUSD will notify successful bidders upon award of contract.

ABSTRACT OF QUOTE																												
Paper Supplies #17-1001																												
All bids submitted are reflected on this quote abstract. MJUSD will notify successful bidders upon award of contract.																												
ITEM	EST. QTY	UNIT	STOCK NUMBER	ITEM DESCRIPTION	BRAND NAME & ITEM NUMBER		UNIT PRICE	TOTAL	Terms: Net 30		BRAND NAME & ITEM NUMBER		UNIT PRICE	TOTAL	Terms: 0%0		BRAND NAME & ITEM NUMBER		UNIT PRICE	TOTAL	Terms: Net 30		BRAND NAME & ITEM NUMBER		UNIT PRICE	TOTAL		
CONSTRUCTION PAPER, 12 x 18", CONT.					Pacon TruRay 103050		\$2.16	\$216.00	Pacon 103050		\$2.18	\$218.00	Pacon TruRay 103050		2.14	214.000	Pacon TruRay PE491		\$2.88	\$288.00	Pacon TruRay 103050		\$2.23	\$223.00	Pacon TruRay 103050		\$2.17	\$217.00
31	100	pkg	02-0180	Lilac	Color Brite 5700LC		\$2.10	\$210.00																				
31	100	pkg	02-0180	Lilac	Pacon TruRay 103063		\$2.59	\$259.00	Pacon 103063		\$2.61	\$261.00	Pacon TruRay 103063		2.61	261.000	Pacon TruRay PE503		\$3.05	\$305.00	Pacon TruRay 103063		\$2.39	\$239.00	Pacon TruRay 103063		\$2.61	\$261.00
32	100	pkg	02-0185	Assorted	Color Brite 5700AD		\$2.28	\$228.00																				
32	100	pkg	02-0185	Assorted	FINGERPAINT PAPER																							
33	20	pkg	02-0280	16 x 22", sub 60	APC 1622		\$2.55	\$51.00	Pacon 5316		\$2.93	\$58.60	APC 1622		2.67	53.400	Pacon 5316		\$3.97	\$79.40	School Smart 065376		\$2.50	\$50.00	APC 1622		\$2.68	\$53.60
RAILROAD BOARD, 22 x 26"																												
34	50	sheet	02-0405	Black	APC RR6BK-L		\$0.262	\$13.10	Pacon 54821		\$0.31	\$15.50	APC RR6BK-L		0.267	13.350					School Smart by Pacon 1485744		\$0.25	\$12.50	APC RR6SKL		\$0.268	\$13.40
35	50	sheet	02-0410	Royal Blue	APC RR6BL-L		\$0.262	\$13.10	Pacon 54621		\$0.31	\$15.50	APC RR6BL-L		0.267	13.350					School Smart by Pacon 1485749		\$0.25	\$12.50	APC RR6BL		\$0.268	\$13.40
36		sheet	02-0415	Holiday Green																								
37		sheet	02-0420	Buff																								
38		sheet	02-0425	Light Green																								
39		sheet	02-0430	Lemon Yellow																								
40		sheet	02-0435	Magenta																								
41		sheet	02-0445	Red																								
42	400	sheet	02-0450	White	APC RR6WH-L		\$0.242	\$96.80	Pacon 8Hol2		\$0.25	\$100.00	APC RR6WH-L		0.247	98.800					School Smart by Pacon 1485742		\$0.19	\$76.00	APC RR6WH-L		\$0.124	\$49.60
TISSUE PAPER 12x 18"																												
43		pkg	02-0510	Baby Pink	Pacon 59047		\$2.09																					
44	50	pkg	02-0535	National Red	Pacon 59187		\$2.09	\$104.50	Pacon 59187		\$2.12	\$106.00	Pacon 59187		2.11	105.500					Pacon Spectra 0059187		\$2.15	\$107.50	Pacon 59187		\$2.11	\$105.50
45	25	pkg	02-0540	Canary Yellow	Pacon 59027		\$2.09	\$52.25	Pacon 59027		\$2.12	\$53.00	Pacon 59027		2.11	52.750					Pacon Spectra 0059027		\$2.15	\$53.75	Pacon 59027		\$2.11	\$52.75

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ABSTRACT OF QUOTE

Paper Supplies #17-1001

All bids submitted are reflected on this quote abstract. MUSD will notify successful bidders upon award of contract

Southwest School & Office Supply				AFP Industries				Pyramid School Products				School Specialty				Standard Stationery Supply Co.			
Prices expire: 3/31/17				Prices expire: 11/1/16				Prices expire: 9/3/16				Prices expire: 9/3/16				Prices expire: 3/31/17			
Terms: Net 30				Terms: 0%0				Terms: Net 30 Minimums: APC - \$3,000 in full cases, Pacon - \$3,000 in full cases				Terms: Net 30				Terms: Net 30 Minimums: APC - \$4,850 in full cases, Pacon - \$3,000 in full cases			
ITEM	EST. QTY	UNIT	STOCK NUMBER	ITEM DESCRIPTION	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL	BRAND NAME & ITEM NUMBER	UNIT PRICE	TOTAL
TISSUE PAPER 12x 18" CONT.																			
46	25	pkg	02-0545	Orange	Pacon 59167	\$2.09	\$52.25	Pacon 59167	\$2.12	\$53.00	Pacon 59167	2.11	52.750	Pacon Spectra 0059167	\$2.15	\$53.75	Pacon 59167	\$2.11	\$52.75
47	25	pkg	02-0550	Sky Blue	Pacon 59397	\$2.09	\$52.25	Pacon 59397	\$2.12	\$53.00	Pacon 59397	2.11	52.750	Pacon Spectra 0059397	\$2.15	\$53.75	Pacon 59397	\$2.11	\$52.75
48	25	pkg	02-0555	Apple Green	Pacon 59127	\$2.09	\$52.25	Pacon 59127	\$2.12	\$53.00	Pacon 59127	2.11	52.750	Pacon Spectra 0059127	\$2.15	\$53.75	Pacon 59127	\$2.11	\$52.75
49	25	pkg	02-0580	Emerald Green	Pacon 59137	\$2.09	\$52.25	Pacon 59137	\$2.12	\$53.00	Pacon 59137	2.11	52.750	Pacon Spectra 0059137	\$2.15	\$53.75	Pacon 59137	\$2.11	\$52.75
50		pkg	02-0570	Black															
51		pkg	02-0575	White															
52		pkg	02-0580	Assorted															
TISSUE PAPER 20 x 30"																			
53	20	qr	02-0515	French Blue	Pacon 59200	\$1.82	\$36.40	Pacon 59102	\$1.85	\$37.00	Pacon 59342	1.84	36.800	Pacon Spectra 0059200	\$1.72	\$34.40	Pacon 59342	\$1.85	\$37.00
54	20	qr	02-0520	Orchid	Pacon 59290	\$1.82	\$36.40	Pacon 59072	\$1.85	\$37.00	Pacon 59072	1.84	36.800	Pacon Spectra 0059290	\$1.72	\$34.40	Pacon 59072	\$1.85	\$37.00
55	10	qr	02-0565	Seal Brown	Pacon 59232	\$1.82	\$18.20	Pacon 59232	\$1.85	\$18.50	Pacon 59232	1.84	18.400	Pacon Spectra 0059230	\$1.72	\$17.20	Pacon 59232	\$1.85	\$18.50

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CONTRACT SERVICES AGREEMENT

Marysville Joint Unified School District and Eaton Interpreting Services for the purposes of interpreting for parents requiring American Sign Language (ASL) interpreting.

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 26th day of April 2016 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Eaton Interpreting an interpreting company (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

I. ENGAGEMENT TERMS

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement, CONTRACTOR agrees to perform duties as define within the scope of work (Attachment A).

1.2 TERM: This Agreement shall have a term of April 26, 2016–June 30, 2018.

1.3 COMPENSATION:

The district shall reimburse Eaton Interpreting Services at the rate of \$52.50 per hour. Travel time will also be paid at \$52.50 per hour.

CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$6000.00 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Director of Student Services or the Assistant Superintendent of Business Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR per invoice as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed including the name of the client and the school site.

1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates the Superintendent and Director of Student Services to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
 - F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills,

training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CONTRACTOR.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional,

reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.

- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing

notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
 - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING: CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION: CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it

6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*

6.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Eaton Interpreting Services
8213 Villa Oak Drive
Citrus Heights, CA 95610
Attn: Kim Eaton
Phone: 916-721-3636
Fax: 916-273-3072
Web Email: schedulers@eatoninterpreting.com

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Toni S. Vernier
Phone: 530-749-6182
Fax: 530-741-6850

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

6.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.9 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.

6.10 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of Los Angeles, California.

6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of Los Angeles, California.

6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.17 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.18 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.19 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.20 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.21 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which is not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.22 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Ryan DiGiulio, Assistant Superintendent of
Business Services

**Eaton Interpreting Services, Inc.
8213 Villa Oak Drive
Citrus Heights, CA. 95610**

By: Kim Eaton
Name: Kim Eaton
Title: President

Board Approval Date: _____

Attachment A

Scope of Work

Upon request of district Special Education staff, Eaton will provide an American Sign Language (ASL) interpreter for the purposes of interpreting the Individualized Education Plan (IEP) meeting for parents who require and request ASL interpreting.

Eaton staff will attend the IEP meeting and interpret for the parent. Arrival time to the meeting will be according to the agreed upon meeting time. And the interpreting service will continue through the duration of the IEP meeting.

District staff may also request interpreting for parent teacher conferences, necessary student study team meetings, and/or disciplinary action meetings when requested by Student Services Director and as prescribed by IEP team. Eaton may be contracted for interpreting individual tutoring per student need and interpreting for student assessment purposes.

Sutter County Superintendent of Schools

MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement is made and entered into this 26th day of April 2016, 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)

Business Services Department
Approval: [Signature]
Date: 4/20/16

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, 2016 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, 2016.

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 **4/26/16** 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:

By:

Name: **Ryan DiGiulio**

Name: _____

Title: **Assistant Superintendent**

Title: **Superintendent**

Date: **4/26/16**

Date: _____

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.



CONTRACT SERVICES AGREEMENT

Caitlin Conklin, Independent Evaluator, Functional Behavior Analyst

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 26 day of April 2016 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Caitlin Conklin an Independent Evaluator in private practice and contracted for the purposes of a Functional Behavior Analysis per settlement agreement (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform services necessary for a Functional Behavior Analysis (FBA) of a student currently enrolled in the district and placed on Home-Hospital Instruction. The FBA is part of an Independent Evaluation as agreed to within a confidential settlement. The work includes and is not limited to necessary travel cost, direct and indirect assessment time, records review, and attendance at necessary IEP meetings. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term based on the conclusion of the IEP meeting in which results and recommendations are presented, not to exceed the date of October 1, 2016.
- 1.3 COMPENSATION:
 - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is a \$4,500.00 flat fee to complete the assessment activities, which includes compensation for travel and any necessary overnight expenses and completion activities and written report. Compensation for attendance at the IEP meeting shall be hourly at the rate of \$120 per hour in person and \$60 per hour of drive time.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$6000.00 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR upon completion of the work within 30 calendar days and as invoiced by the contractor.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have

Business Services Department

Approval: [Signature]

Date: 4/18/16

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the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates the Superintendent and Director of Student Services (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Caitlin Conklin to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any

indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.
- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to

any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
- iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
- iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

6.3 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*

6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Attn: Caitlin Conklin, M.S., BCBA
Email: caitconklin@gmail.com

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Ryan Digiulio, Assistant Superintendent Business Services
Phone: 530-749-6114

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.

6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of Los Angeles, California.

6.11 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

5.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

5.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

5.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

5.20 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:

By: _____
Ryan DiGiulio, Assistant Superintendent of
Business Services

Caitlin Conklin, M.S., BCBA
4444 Acacia Way, Pengrove CA 94951

By:



4/18/16



CONTRACT SERVICES AGREEMENT

Mary Gwaltney, Ph.D., Licensed Educational Psychologist

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 26 day of April 2016 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Dr. Mary Gwaltney an Independent Evaluator in private practice and contracted for the purposes of a an Independent Educational Evaluation per settlement agreement (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform services necessary for a Psycho-Educational Evaluation of a student currently enrolled in the district and placed on Home-Hospital Instruction. The evaluation is part of an Independent Evaluation as agreed to within a confidential settlement. The work includes and is not limited to necessary travel cost, direct and indirect assessment time, records review, and attendance at necessary IEP meetings. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term based on the conclusion of the IEP meeting in which results and recommendations are presented, not to exceed the date of October 1, 2016.
- 1.3 COMPENSATION:
 - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is an hourly rate of \$150.00. Travel reimbursement is .54 cents per mile.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$4800.00 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR upon completion of the work within 30 calendar days and as invoiced by the contractor. A 5% late fee will be awarded the contractor if payment is issued 31-60 business days after receipt of the invoice and 10% after 61 days.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have

the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates the Superintendent and Director of Student Services (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Dr. Mary Gwaltney to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any

indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.
- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to

any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
- iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
- iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

6.3 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*

6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Attn: Dr. Mary Gwaltney, Ph.D., LEP
Phone: 916-972-9400
Email: mary@learningandbrain.net

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Ryan Digiulio, Assistant Superintendent Business Services
Phone: 530-749-6114

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.

6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of Los Angeles, California.

6.11 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**


By: _____
Ryan DiGiulio, Assistant Superintendent of
Business Services

Dr. Mary Gwaltney, Ph.D., LEP

By: Mary Gwaltney, Ph.D.

Ramiro Carreon

From: Steve Braswell
Sent: Thursday, March 24, 2016 6:33 AM
To: Ramiro Carreon
Subject: Letter of resignation

MJUSD
Personnel Dept.
MAR 24 2016
RECEIVED 

Mr. Carreon,

March 24, 2016

I will be resigning from my position of teaching 3rd grade at Ella Elementary school effective the last day of the 2015-2016 calendar year (06/03/2016).

Regards,

Steven Braswell

166

Yvonne Sanchez

From: Keith Heinberger
Sent: Friday, April 08, 2016 8:01 AM
To: Yvonne Sanchez
Subject: Retirement



8 April, 2016

To Whom It May Concern,

I, Keith W Heinberger, will be retiring from Marysville Unified School District at the end of the 2015-2016 school year. I would like to participate in the Early Retirement Incentive Program offered by the Marysville Unified School District.

Sincerely,

Keith W. Heinberger
530-632-2037

167

March 6, 2016

MJUSD
Personnel Dept.

APR 07 2016

RECEIVED



Ella Elementary School
4850 Olivehurst Avenue
Olivehurst, CA 95961

Dear Superintendent:

The purpose of this letter is to resign from my position as a Special Day Class Teacher at Ella Elementary School. My resignation will be effective at the end of the 2015-2016 school year.

I am getting married and moving to the Bay Area come July 2016 due to my fiancé's job. I have very much enjoyed teaching at Ella Elementary School and I have gained valuable experience from working within the Marysville Joint Unified School District.

With much dismay, I must give my resignation letter and with much respect, I have appreciated the opportunity that was given to me. Thank you so much for this experience.

Yours respectfully,



Mary Hulme

168

Ramiro Carreon

From: June Kennedy
Sent: Monday, April 11, 2016 1:38 PM
To: Ramiro Carreon
Cc: Gay Todd; Jimmie Eggers
Subject: Retirement



Monday, April 11, 2016

Mr. Carreon,

This school year, 2015/2016, will be my last year.

I wish to take advantage of the early retirement incentive.

June Wright Kennedy

2nd-grade teacher Olivehurst

169

Ramiro Carreon

MJUSD

From: Holly Magiera
Sent: Thursday, March 24, 2016 9:14 AM
To: Ramiro Carreon
Cc: hollymagiera73@gmail.com
Subject: Resignation

Personnel Dept.

MAR 24 2016

RECEIVED



Dear Mr. Carreon,
Please accept my resignation from the Marysville Joint Unified School District. Said resignation is effective June 3, 2016. Thank you. Holly Magiera

Mrs. Magiera
5th Grade
Olivehurst Elementary School

170

Johnson Park Elementary School

4364 Lever Avenue, Olivehurst, CA 95961
(530) 741-6133 Fax (530) 741-7864
Sarah O'Brien, Principal

MJUSD
Personnel Dept.

APR 13 2016



April 13, 2016

RECEIVED

Mr. Ramiro Carreón
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

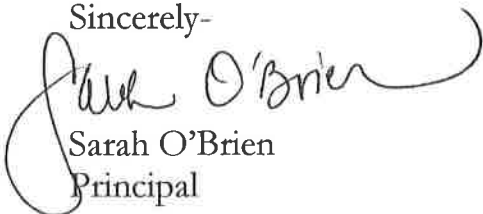
Dear Mr. Ramiro Carreón,

I would like to take this opportunity to resign from my current position as the principal at Johnson Park Elementary School, effective June 30th, 2016. I have been given an incredible opportunity to further my educational career, as I have accepted a principal position at Oakhills Elementary School, in Eureka Union School District, in Granite Bay.

I would like to thank you for the opportunity to teach and be an administrator in Marysville Joint Unified School District. The past 14 years of my career have been rewarding and fulfilling. I have had the opportunity to collaborate with some incredible administrators. I have also been given the opportunity to develop a strong and positive culture at Johnson Park Elementary School, while working with some incredible professionals.

I am sad to leave my incredible staff at Johnson Park but I am excited for my new adventure! Thank you again for all of your support and guidance.

Sincerely-



Sarah O'Brien
Principal

171

"Home of the Super Jets"



Johnson Park Super Jets are RESPECTFUL, RESPONSIBLE & SAFE!

Yvonne Sanchez

From: Barbara Smith
Sent: Monday, March 21, 2016 10:03 PM
To: Yvonne Sanchez
Cc: Robert Gregor
Subject: Retirement

MJUSD
Personnel Dept.

MAR 22 2016

RECEIVED

I will be retiring at the end of the school year...June 3,2016.
I will be participating in the giving of 15 days a year for medical insurance.

Barbara Smith
Kindergarten teacher
Ella Elementary School

Sent from my iPad

172

MJUSD
Personnel Dept.

MAR 09 2016

RECEIVED

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

March 9, 2016

To the following:

Board of Trustees
Gay Todd, Superintendent

This letter is to inform you that as of the end of my current contract, June 30, 2016, I will be retiring from my position as an Activity Provider for the STARS program. I have enjoyed working for the District since 2007.

The children served by the District have always been a priority for me.

Sincerely,



Judith G. Brown
1181 E 22nd Street #21
Marysville, CA 95901-4044
Activity Provider, STARS

Cc: Personnel
STARS

Caryn Gibson
1158 Jewelflower St
Plumas Lake, CA 95961
530-701-2156

MJUSD
Personnel Dept.
FEB 19 2016
Feb. 17, 2016
RECEIVED

Jennifer Passaglia
Director of Fiscal Services
Marysville Joint Unified School District

Dear Jennifer,

Please accept this letter as formal notice of my resignation from my position of Account Specialist with MJUSD. I am resigning due to my husband being relocated with the USAF to another state. My last day of work will be May 20, 2016.

I want to express the sadness I feel having to leave such a great place to work and an equally great team that I work with each day. I have gained a wealth of knowledge while working at MJUSD and appreciate all the opportunities that you have given me to learn and grow. Moving from AP/AR Clerk to Account Specialist in the three years that I have been with MJUSD has allowed me to expand my knowledge and reach new goals. Out of my 18 years moving around with my husband and family, from base to base, MJUSD and the people I work with each day, are amazing people and this is a place I will never forget.

Sincerely,



Caryn Gibson

Letter of Resignation

Kody Outlaw

1116 Hall Court

Marysville, CA 95901

keirseyk@gmail.com

(530) 844-2226

MAJUSE
Personnel Dept.
MAR 24 2016
RECEIVED

3/24/16

Dear Monica,

Please accept this letter as a formal 2 week notification that I am leaving my position as a Para Educator with Kynoch Elementary School as of 3/24/16.

Thank you for the opportunities you provided during my time with Kynoch Elementary.

Sincerely,

Kody C. Outlaw
Kody Outlaw

MJUSD
Personnel Dept.

APR 04 2016

RECEIVED

Mr. Ramiro Carreon,

April 1, 2016

I want to inform you that I am resigning from my position as Mechanic II as of April 1, 2016 due to my acceptance of another position in the district.

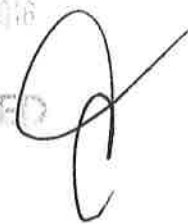
Regards,



Javier Vega

Mykhoul Vue
4484 Ardmore Ave.
Olivehurst, CA 95961
(831) 430-8475
mykhoul.vue@gmail.com

MJUSD
Personnel Dept
MAR 23 2016
RECEIVED



March 22nd, 2016

Ramiro Carreon
Assistant Superintendent of Personnel Services
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Dear Ramiro Carreon, Gary Rogers, and Marysville Joint Unified School District,

I am writing to announce my resignation from Marysville Joint Unified School District's Marysville Community Day School. I would like to continue working with MJUSD as a substitute teacher in the near future and hopefully as a full time teacher in the future. My last day will be April 1st, 2016.

Thank you very much for this opportunity to be a part of the staff at MCD. I appreciate all of the training, mentorship, and support from the staff at MCD and at MJUSD. I wish you all the best and hope to see you all soon in our new partnership.

Sincerely,



Mykhoul Vue

8156 MCAA Prop 39 Lighting



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 04/26/2016 (Insert Board meeting date or ratification date), by and between Star Energy Management, 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:

twelve thousand two hundred two and 00/100 Dollars (\$12,202.00)

(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-10, Electrical (add applicable to trade).
3. (Check contractor license classification appropriateness at: <http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/> and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of 04/27/2016 (Insert date after Board approval date or ratification date) with work to be completed within () consecutive days and/or by October, 31, 2016.
5. **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 ATTACHMENT J, attached hereto (Insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000)



Marysville Joint Unified School District

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.

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

<input checked="" type="checkbox"/> Noncollusion Affidavit	<input checked="" type="checkbox"/> ATTACHMENT F - Proof of Contractor Annual Registration with DIR
<input checked="" type="checkbox"/> ATTACHMENT A - Contractor Certification Form	<input checked="" type="checkbox"/> ATTACHMENT G - Withholding Exemption Certificate - CA Form 590
<input checked="" type="checkbox"/> ATTACHMENT B - Terms and Conditions (5 pages)	<input checked="" type="checkbox"/> ATTACHMENT H - W9 Form
<input checked="" type="checkbox"/> ATTACHMENT C - Contractor's Certificate Regarding Workers' Compensation	<input checked="" type="checkbox"/> ATTACHMENT I - Certificate of Insurance and Additional Insured Endorsement
<input checked="" type="checkbox"/> ATTACHMENT D - Criminal Background Investigation/Fingerprinting Certificate	<input checked="" type="checkbox"/> ATTACHMENT J - Scope of Work
<input checked="" type="checkbox"/> ATTACHMENT E - Prevailing Wage and Related Labor Requirements Certification	Purchase Order No. <u>issued once approved</u>

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

TAX IDENTIFICATION

☒ 80-0472530
Employer Identification Number

License No: 621730 Classification: C-10 Expiration Date: 04/30/2016

(District Use Only: License verified by Cynthia Jensen Date: 04/01/2016)
Fill at time of preparation - DISTRICT STAFF ONLY

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 has been convicted of a felony as defined in Education Code 45122.1

Contractor Name: Star Energy Management, Inc.

Contractor Address:
6120 Lincoln Blvd., Ste. R
Orono, CA 95966

Phone: 530 532 9250

Email: MATT BAKER <mbaker@semt.com>

Print Name: x Heather Baker

Title: x Controller

Authorized Signature: Heather Baker

District Acceptance: _____
Ryan DiGiulio, Assistant Superintendent of Business Services

Date: 04/26/2016
Board Approval Date

Contractor's License Detail for License # 621730

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

STAR ENERGY MANAGEMENT INC
6120 LINCOLN BLVD SUITE R
OROVILLE, CA 95966
Business Phone Number: (530) 532-9250

Entity Corporation
Issue Date 06/10/1991
Reissue Date 04/14/2010
Expire Date 04/30/2016

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with RLI INSURANCE COMPANY.

Bond Number: LSM0170281

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) BIRKHOLZ ROBERT ALLAN certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.

Effective Date: 04/14/2010

Workers' Compensation

This license has workers compensation insurance with the CALIFORNIA INSURANCE COMPANY

Policy Number: 4826533201

Effective Date: 02/15/2016

Expire Date: 02/15/2017

Workers' Compensation History

Miscellaneous Information

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Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

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Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined per 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 in 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 as defined in Education Code Section 45122.1.

It is understood that by signing this document, Contractor agrees 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(s) of employee(s):

Alejandro Navarro
Adrian Martinez Yuc Vang
X Yuc Vang
William Dixon
Marty Brusseau

Name(s) of employee(s):

Wayne Birkholz
Ron Birkholz
Miguel Navarro
James Archer
Ruperto Perez

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

Dated: x 4.5.2016

Star Energy Management, Inc. (Company)

x Heather Baker (Authorized Signature)

x Heather Baker (Print Name)

x Controller (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

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 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.
- 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.
- 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.

A Contractor or Subcontractor shall not be qualified to submit a proposal on, be listed on a proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code §1725.5, except under the limited circumstances set forth in Labor Code §1771.1(a). This requirement shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work awarded on or after April 1, 2015. The District may not accept a proposal or enter into a contract for a public works project with an unregistered contractor.

Pursuant to Labor Code §1771.4, this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and Subcontractor performing work on the Project shall be required to comply with the provisions of the California Labor Code, beginning with section 1720, and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate. Unless otherwise specified, the Contractor shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. For all new public works projects awarded on or after April 1, 2015, Contractor and each Subcontractor shall be required to furnish the records specified in Labor Code §1776 directly to the Labor Commissioner at least monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner. This requirement shall apply to all projects, whether new or ongoing, on or after January 1, 2016.

Contractor shall be responsible for complying with the provisions California Labor Code beginning with Section 1720, and the regulations of the Department of Industrial Relations, including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified weekly payrolls, and hiring of apprenticeship as appropriate. Contractor shall work with the Compliance Monitoring Unit to ensure the full compliance with the Department of Industrial Relations and applicable labor law.

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



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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 apprentice 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 apprenticeable 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.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable 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 apprenticeable craft or trade is replacing at least one-third 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 apprenticeable 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 apprenticeable 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

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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, judgments, 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 until



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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 fails to complete said work within such time, 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 idled 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



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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 Revised 09-22-2015

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 04/01/2016 (Insert date after Board approval date or ratification date) consisting of Article 1 through Article 21



Marysville Joint Unified School District

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[her] 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.

x Heather Baker
Signature, Contractor's Authorized Representative
x Heather Baker
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.)

(Remainder of page left blank intentionally)



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ATTACHMENT D

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: 8156 MCAA Prop 39 Lighting Retrofits between the Marysville Joint Unified School District ("District" or "Owner") and Star Energy Management, 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 have been convicted of a felony as defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and 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:

Heather Baker

Title:

Controller

☒ 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.

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

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.

X Supervisor's Name: Ron Birkhoff

X Tax ID Number (if applicable -- do NOT include Social Security Numbers).
80-0472526

☒ 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:

DISTRICT

Signature: [Signature] Title: Director of Facilities and Energy Management Date: 04/01/2016
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.

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: 8156 MCAA Prop 39 Lighting Retrofits
between Marysville Joint Unified School District (the "District" or the "Owner") and
Star Energy Management, 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:

x 4.5.2016

Proper Name of Contractor:

x Star Energy Management, Inc.

Signature:

x Heather Baker

Print Name:

x Heather Baker

Title:

x Controller

(Remainder of page left blank intentionally)

attachment E



[Press Room](#) | [Contact DIR](#) | [CA.gov](#)

[Go to Search](#)

[Home](#) [Labor Law](#) [Cal/OSHA - Safety & Health](#) [Workforce Development](#) [Small Business](#) [Apprenticeship](#) [Standard & Billing](#) [Search](#)

Public Works

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name:

License Number:

County:

Search Results

2 registered contractors found, displaying all registered contractors. 1

Details: Legal Name

TRUSTAR ENERGY

STAR ENERGY MANAGEMENT, INC.

About DIR

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[DIR Divisions, Boards & Commissions](#)
[Contact DIR](#)

Work with Us

[Licensing, registrations, certifications & permits](#)
[Notification of activities](#)
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1000008154 Contractor Details			
Contractor Information		Legal Entity Information	Workers' Compensation
Legal Name		Legal Entity Type	
Registration Number	County	City	Registration Date
STAR ENERGY MANAGEMENT, INC.			CORPORATION
Trade Name			Registration Date
1000004232	BERNARDINO	CUCAMONGA	06/17/2015
STAR ENERGY MANAGEMENT, INC.			Expiration Date
1000008154	BUTTE	OROVILLE	07/10/2015
License Number(s)	v2 20160101		
CSLB :621730			
Mailing Address			
6120 LINCOLN BLVD., SUITE G			
OROVILLE, CA 95966			
Physical Address			
6120 LINCOLN BLVD., SUITE G			
OROVILLE, CA 95966			
Email Address			
HEATHER@STARENERGYINC.COM			
Disclaimer : Disability accommodation : Site Help			
© 2015 State of California			

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Marysville Joint Unified School District

ATTACHMENT F

PROOF OF CONTRACTOR ANNUAL REGISTRATION WITH DIR

INSERT OR ATTACH HERE



Marysville Joint Unified School District

ATTACHMENT G

WITHHOLDING EXEMPTION CERTIFICATE - CA FORM 590

YEAR 20		Withholding Exemption Certificate (This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)		CALIFORNIA FORM 590	
File this form with your withholding agent. (Please type or print)		Withholding agent's name			
Vendor/Payee's name		Vendor/Payee's <input type="checkbox"/> SOS no. <input type="checkbox"/> Social security number <input type="checkbox"/> California corp. no. <input type="checkbox"/> FEIN		Notes: Failure to furnish your identification number will make this certificate void.	
Vendor/Payee's address (number and street)		APT. no.		Private Mailbox no.	
City		State		ZIP Code	

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

- ☐ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.
- ☐ **Corporations:**
The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.
- ☐ **Partnerships:**
The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. Note: For withholding purposes, a Limited Liability Partnership is treated like any other partnership.
- ☐ **Limited Liability Companies (LLC):**
The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.
- ☐ **Tax-Exempt Entities:**
The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.
- ☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**
The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- ☐ **California Irrevocable Trusts:**
At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.
- ☐ **Estate — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print) _____
Vendor/Payee's signature > _____ Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Star Energy Managment, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) 6120 Lincoln Blvd., Suite G	Requester's name and address (optional)	
6 City, state, and ZIP code Oroville, CA 95966		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
8	0	-	0	4	7	2	5	3 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ Deather Baker	Date ▶ 3-7-2016
-----------	---	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What Is FATCA reporting?* on page 2 for further information.

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Marysville Joint Unified School District

ATTACHMENT I

CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED ENDORESEMENT

**Attach two (2) pages at minimum naming Marysville Joint Unified School District
as Additional Insured**

(Remainder of page left blank intentionally)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mainline Insurance Services, Inc. P.O. Box 120640 Chula Vista CA 91912	CONTACT NAME: Michael Jones	
	PHONE (A/C, No, Ext): (888) 467-6612 FAX (A/C, No): (877) 467-6610	
	E-MAIL ADDRESS: mjones@mainline-ins.com	
INSURED Star Energy Management Inc. 6120 Lincoln Blvd Ste G Oroville CA 95966-	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Kemper Auto Insurance	36056
	INSURER B: Rockhill Insurance Company	36951
	INSURER C: California	02351
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	ENVP01006301	06/28/2015	06/28/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 2,500
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	3962358	01/29/2016	01/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X		ENVP01006301	06/28/2015	06/28/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	46-265332-01-01	02/15/2016	02/15/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liability			ENVP01006301	06/28/2015	06/28/2016	Aggregate 2,000,000
B	Professional Liability			ENVP01006301	06/28/2015	06/28/2016	Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Marysville Joint Unified School District has been added as additional insured in respects to general liability. Thank you.

CERTIFICATE HOLDER**CANCELLATION**

AI 012642

Marysville Joint Unified School District 1919 B Street Marysville CA 95901-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
197	AUTHORIZED REPRESENTATIVE

Fax: () -

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Marysville Joint Unified School District

ATTACHMENT J

SCOPE OF WORK

INSERT OR ATTACH HERE

**(inserted scope or attached proposal must state at prevailing wage for all services
\$1,000 or above but under \$15,000):**

see attached proposals (interior and exterior lighting retrofits with rebates included in pricing)

Lined area for text entry, consisting of approximately 25 horizontal lines.

attachment "J"



Energy Efficiency Proposal

Prepared For:

Marysville JUSD Charter School Interior

1919 B Street
Marysville, CA 95901

Consultant: Matt Baker

March 31, 2016

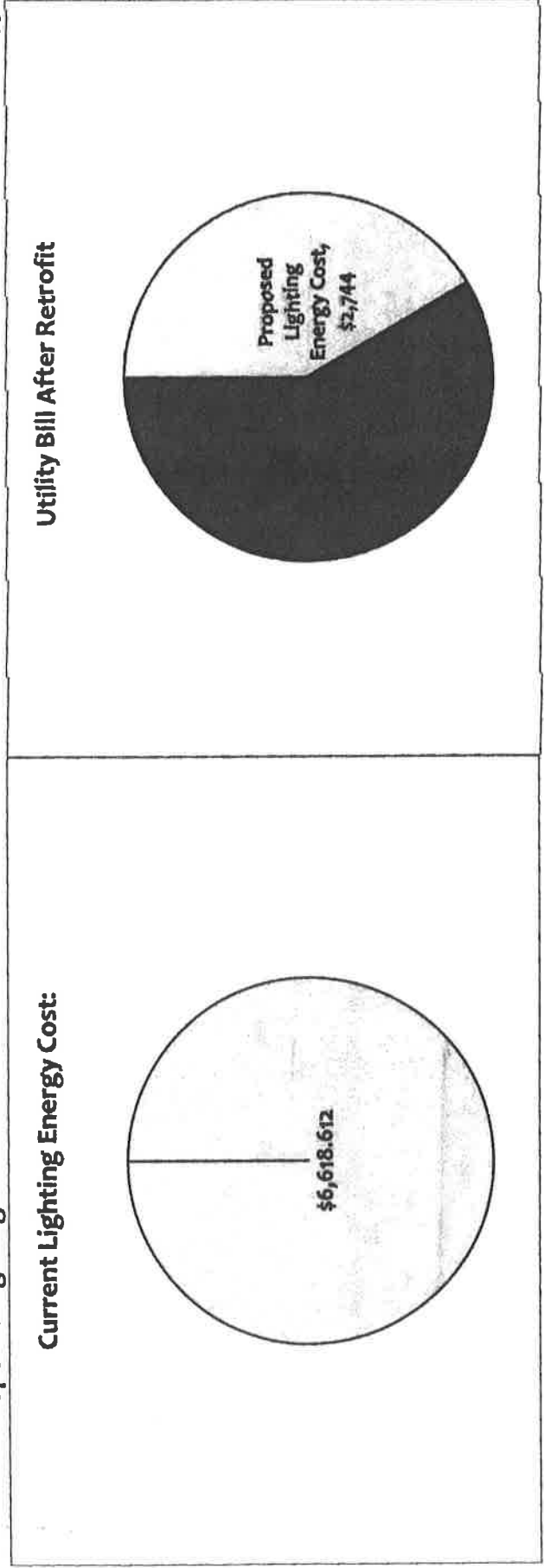
Star Energy Management
6120 Lincoln Ave Ste G
Oroville, CA 95966

pg 1 of 1

Marysville JUSD Charter School Interior Usage Summary



Quantity of Fixtures Surveyed	256
Quantity of Recommended Modifications	256
Current Lighting Energy Consumption: kWH	40,113
Current Lighting Energy Cost:	0.165 per kWh \$ 6,619
Current Lighting Load: kW	21.11
Proposed Energy Consumption: kWH	16,629
Proposed Lighting Energy Cost:	0.165 per kWh \$ 2,744
Proposed Lighting Load: kW	8.75



Marysville JUSD Charter School Interior

Economic Summary



Energy Savings Analyses

Annual Energy Savings: KWH

Estimated Annual Savings

23,484

Lighting Energy Savings
Air Conditioning Savings*
Maintenance Savings*

\$ 3,874.86
\$ -
\$ 736.88

Total Annual Savings

\$ 4,611.74

Total Monthly Savings

\$ 384.31

Energy Avoidance %

58.54%

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Implementation Expense

Project Cost

\$ 43,520

PG&E Rebate

\$ (37,376)

Net Project Cost

\$ 6,144

Marysville JUSD Charter School Interior

Economic Summary



Cash Flow Analyses (Lighting Savings Only)

Cash Flow Payback Period (in years)

1.59

Estimated Monthly Lighting Savings

\$ 322.91

Environmental Impact

Reduced Air Pollution

Pounds of Carbon Dioxide Emissions

1-Year

28,932

5-Year

144,661

7-Year

202,526

10-Year

289,323

Pounds of Sulfur Dioxide Emissions

137

685

958

1,369

Pounds of Nitrogen Oxides Emissions

61

303

424

606

Marysville JUSD Charter School Interior

Marysville, CA 95901
March 31, 2016



MB-Marysville JUSD Charter School Interior PGE 3/31/2016

Existing Equipment										O/S								
Area Description	Qty	Fixture Type	Fixture Description	AHO	Watts Fixture	Existing kWh	ECM Measure	Measure Description	Picture	Watts X	On	AHO	ECM kWh	Annual Savings kWh	Annual Savings \$\$\$	Annual Savings kW	Existing kW	Proposed kW
1 Offices	22	2'x4' Troffer	3 Lamp F32 T8 4' 32 Watt	1900	85	3,553	MD37	Install Unimore LED Troffer Door Retrofit Kit MDJMLL-LDR-24-41K-36W	34	1.00	1900	1,421	2,132	351.75	1.12	1.87	0.75	
2 Conference Room	6	2'x4' Troffer	2 Lamp F32 T8 4' 32 Watt	1900	58	661	MD28	Install James LED Troffer Retrofit Kits MDJMKAZ-R7-36W	36	1.00	1900	410	251	41.38	0.132	0.348	0.216	
3 Classrooms	204	2'x4' Troffer	3 Lamp F32 T8 4' 32 Watt	1900	85	32,946	MD37	Install Unimore LED Troffer Door Retrofit Kit MDJMLL-LDR-24-41K-36W	34	1.00	1900	13,178	19,768	3,261.65	10.404	17.340	6.996	
4 Restrooms	18	2'x4' Troffer	2 Lamp F32 T8 4' 32 Watt	1900	58	1,984	MD28	Install James LED Troffer Retrofit Kits MDJMKAZ-R7-36W	36	1.00	1900	1,231	752	124.15	0.396	1.044	0.648	
5 Charter Storage	6	2'x4' Troffer	3 Lamp F32 T8 4' 32 Watt	1900	85	969	MD37	Install Unimore LED Troffer Door Retrofit Kit MDJMLL-LDR-24-41K-36W	34	1.00	1900	368	581	95.93	0.306	0.510	0.204	
6	256					40,113	256					16,629	23,484	3,875	12.36	23.11	8.75	

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pg 5 of



License # 621730

Customer Proposal/Agreement

Facility Information	Billing Information	Proposal Date	March 31, 2016
Marysville JUSD Charter School Interior		Project Cost**	\$ 43,520
1919 B Street		PG&E Rebate	\$ 37,376
Marysville, CA 95901		Net Project Cost	\$ 6,144
Contact: Cynthia Jensen		Account Specialist:	Matt Baker
Telephone: 530-749-6151		Proposal Number:	1B.MarysvilleJUSDCharterSchoolInterior_PGE_3.31.20
Fax: 530-741-3718			
Email: cjensen@mjud.com			

Cash Purchase	30% due on signing	\$	1,843
	Balance due on completion	\$	4,301

This Proposal is confidential and proprietary and not to be shared with any third-party without the expressed permission of Star Energy Management.

Purchase Agreement

I agree to purchase the agreed upon energy-efficiency equipment detailed in the Itemized Facility Report. It is understood that actual project savings and rebate amounts may vary. Star Energy will bill the operating utility and accept an assignment of rebates if this option is chosen. I will assist SEM in a timely manner to complete all necessary rebate incentive paperwork. Fixture and equipment counts are as shown in the Report Summary. Any difference from the actual count will result in a credit/charge based on the original price quoted. I understand that if the facility is not in compliance with applicable building codes, SEM is not obligated to install energy efficiency measures. I will not hold SEM responsible for any preexisting problems at the site, including but not limited to toxic or hazardous material found at the facility, roof leaks, or other structural problems. During installation I will keep aisles clear and remove all obstructions not previously identified during the facility audit process. I understand should SEM need to take special measures to clear aisles and remove obstructions not previously identified during the facility audit process, additional installation charges may apply. This proposal includes the standard insurance coverage and warranties. Customer-related requirements for additional insurance, bonding, prevailing wage, and warranties will be added to Project Cost.

Customer Initials: X _____

Disposal Policy

All removed lamps, ballasts and fixtures shall be the responsibility of SEM, and shall be disposed of in an environmentally friendly manner in accordance with all federal, state & local regulations.

Customer Initials: X _____

Warranty Policies and Replacement Program

Within 365 days of installation: SEM will replace free of charge any defective lamp, ballast, fixture or other equipment installed at the facility. After 365 days of installation: SEM will assist the customer in understanding the applicable manufacturer's product warranty options associated with defective product parts. SEM will honor special warranties associated with specific utility rebate programs.

Payment Policy

Finance charges at the rate of 1 1/2% per month (annual percentage rate 18%) will be charged on past due balances. Such finance charges, if any, begin accruing and become due and payable 10 days after the payment is due unless otherwise specified. Should any litigation be commenced between the parties to this agreement or the rights and duties of either in relation thereto, the party in such litigation, shall be entitled in addition to such other relief as may be granted in litigation, to a reasonable sum as and for his attorney's fees in such litigation or in a separate action brought for that purpose. Any default in payment of the part of the customer shall result in the entire remaining balance becoming immediately due. This instrument constitutes the sole and only agreement between the parties, and correctly sets forth the obligations of each other as of its date. Any agreements or representations, oral or written, express or implied, not expressly set forth in this instrument are null and void. This agreement and all amendments thereto may be executed in several counterparts and shall endure to the benefit of the heirs, executor, administrators, successors and assigns of the parties thereto. Time is expressly declared to be the essence of this agreement. The parties agree that any litigation that should arise shall be litigated in Butte County, CA.

X _____
Print Name _____ date _____
Star Energy Management Inc. _____ date _____

6120 Lincoln Blvd. Oroville, CA 95966

(530) 532-9250

Fax: 530.532.7555

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Energy Efficiency Proposal

Prepared For:

Marysville JUSD Charter School Exterior

1919 B Street
Marysville, CA 95901

Consultant: Matt Baker

March 31, 2016

Star Energy Management
6120 Lincoln Ave Ste G
Oroville, CA 95966

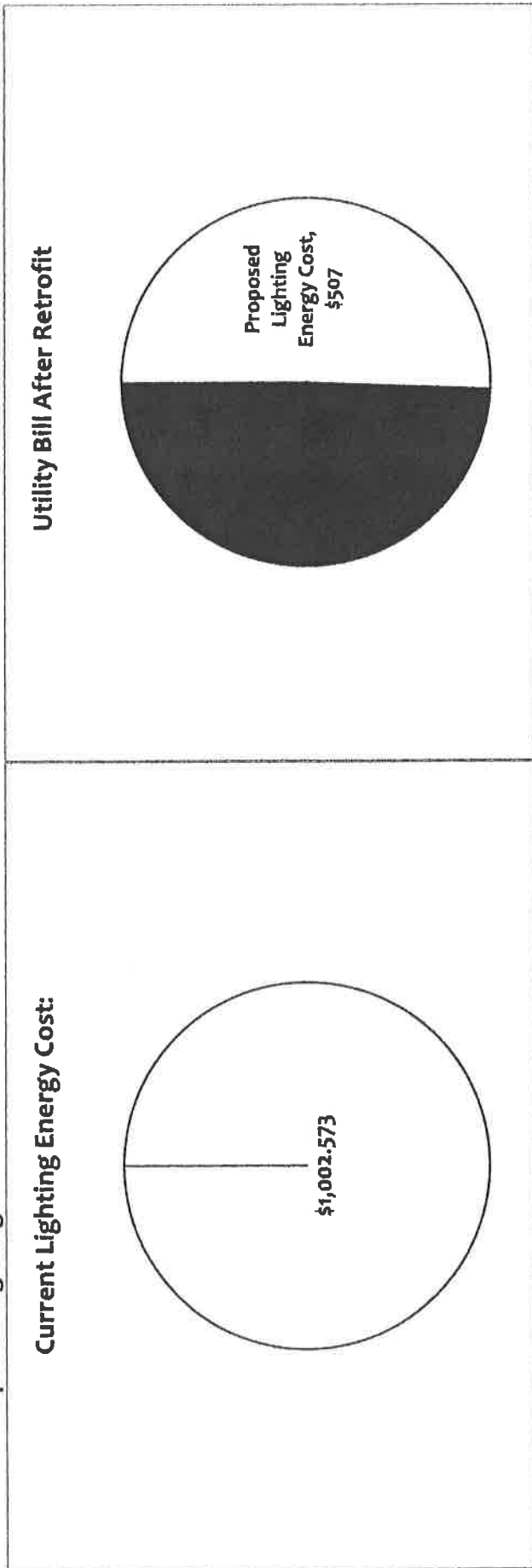
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Marysville JUSD Charter School Exterior Usage Summary



Quantity of Fixtures Surveyed	30
Quantity of Recommended Modifications	30
Current Lighting Energy Consumption: kWH	6,076
Current Lighting Energy Cost:	0.165 per kWh \$ 1,003
Current Lighting Load: kW	1.48
Proposed Energy Consumption: kWH	3,075
Proposed Lighting Energy Cost:	0.165 per kWh \$ 507
Proposed Lighting Load: kW	0.75

206



18 804

Marysville JUSD Charter School Exterior Economic Summary



Energy Savings Analyses

Annual Energy Savings: kWh

3,001

Estimated Annual Savings

Lighting Energy Savings
Air Conditioning Savings*
Maintenance Savings*

\$ 495.20
\$ -
\$ 177.53

Total Annual Savings

\$ 672.72

Total Monthly Savings

\$ 56.06

Energy Avoidance %

49.39%

207

Implementation Expense

Project Cost

\$ 6,250

PG&E Rebate

\$ (200)

Net Project Cost

\$ 6,050

Marysville JUSD Charter School Exterior

Economic Summary



Cash Flow Analyses (Lighting Savings Only)

Cash Flow Payback Period (in years)

12.22

Estimated Monthly Lighting Savings

41.27

\$

Environmental Impact

Reduced Air Pollution

Pounds of Carbon Dioxide Emissions

1-Year 3,697

5-Year 18,487

7-Year 25,882

10-Year 36,975

Pounds of Sulfur Dioxide Emissions

17

87

122

175

Pounds of Nitrogen Oxides Emissions

8

39

54

77

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Marysville JUSD Charter School Exterior
 Marysville, CA 95901
 March 31, 2016

Facility Fixture Location Spreadsheet



MB.MarysvilleJUSDCharterSchoolExterior_PGE 10.2.15
 Existing Equipment

Existing Equipment																	
Area Description	Qty	Fixture Type	Fixture Description	AHO	Watts Fixture	Existing kWh	ECM Count Measure	Measure Description	Watts Fixture	Q/S On	ECM kWh	Annual Savings kWh	Annual Savings \$\$\$	Annual Savings kWh	Proposed kW		
1 Exterior	8	CFL Wallpack	15 Watt CFL Wallpack	4100	15	492	8 LED39	Install Orbik LED Wallpack MDLRLP74020WPCW	20	1.00	4100	656	(164)	(27.06)	(0.04)	0.12	0.16
2 Exterior	15	CFL Wallpack	26 Watt CFL Wallpack	4100	26	1,599	15 LED39	Install Orbik LED Wallpack MDLRLP74020WPCW	20	1.00	4100	1,230	369	60.89	0.090	0.390	0.300
3 Exterior	4	M/H Wallpack	150 Watt Metal Halide	4100	184	3,018	4 LED53	Lumark XTOR Crosstour MAXI 50Watt LED Wall Pack MDLRLP74020WPCW	50	1.00	4100	820	2,198	362.60	0.536	0.796	0.200
4 Break Area West	1	M/H Wallpack	150 Watt Metal Halide	4100	184	754	1 LED53	Lumark XTOR Crosstour MAXI 50Watt LED Wall Pack MDLRLP74020WPCW	50	1.00	4100	205	549	90.65	0.134	0.184	0.050
5 Under Eave Surface Mount	2	Plug-In CFL	2 - 13 Watt CFL Plug-In's	4100	26	213	2 LED39	Install Orbik LED Wallpack MDLRLP74020WPCW	20	1.00	4100	164	49	8.12	0.012	0.052	0.040
6	30					5,076	30				3,075	3,001	495	0.73	1.48	0.75	0.75

209

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License # 621730

Customer Proposal/Agreement

Facility Information	Billing Information	Proposal Date	March 31, 2016
Marysville JUSD Charter School Exterior		Project Cost**	\$ 6,250
1919 B Street		PG&E Rebate	\$ 200
Marysville, CA 95901		Net Project Cost	\$ 6,050
Contact: Cynthia Jensen		Account Specialist:	Matt Baker
Telephone: 530-749-6151		Proposal Number:	VB.MarysvilleJUSDCharterSchoolExterior_PGE_10.7.1
Fax: 530-741-3718			
Email: cjensen@mjuds.com			

Cash Purchase	30% due on signing	\$	1,815
	Balance due on completion	\$	4,235

This Proposal is confidential and proprietary and not to be shared with any third-party without the expressed permission of Star Energy Management.

Purchase Agreement

I agree to purchase the agreed upon energy-efficiency equipment detailed in the Itemized Facility Report. It is understood that actual project savings and rebate amounts may vary. Star Energy will bill the operating utility and accept an assignment of rebates if this option is chosen. I will assist SEM in a timely manner to complete all necessary rebate incentive paperwork. Future and equipment counts are as shown in the Report Summary. Any difference from the actual count will result in a credit/charge based on the original price quoted. I understand that if the facility is not in compliance with applicable building codes, SEM is not obligated to install energy efficiency measures. I will not hold SEM responsible for any preexisting problems at the site, including but not limited to toxic or hazardous material found at the facility, roof leaks, or other structural problems. During installation I will keep aisles clear and remove all obstructions not previously identified during the facility audit process. I understand should SEM need to take special measures to clear aisles and remove obstructions not previously identified during the facility audit process, additional installation charges may apply. This proposal includes the standard insurance coverage and warranties. Customer-related requirements for additional insurance, bonding, prevailing wage, and warranties will be added to Project Cost.

Customer Initials: X _____

Disposal Policy

All removed lamps, ballasts and fixtures shall be the responsibility of SEM, and shall be disposed of in an environmentally friendly manner in accordance with all federal, state & local regulations.

Customer Initials: X _____

Warranty Policies and Replacement Program

Within 365 days of installation: SEM will replace free of charge any defective lamp, ballast, fixture or other equipment installed at the facility. After 365 days of installation: SEM will assist the customer in understanding the applicable manufacturer's product warranty options associated with defective product parts. SEM will honor special warranties associated with specific utility rebate programs.

Payment Policy

Finance charges at the rate of 1 1/2% per month (annual percentage rate 18%) will be charged on past due balances. Such finance charges, if any, begin accruing and become due and payable 10 days after the payment is due unless otherwise specified. Should any litigation be commenced between the parties to this agreement or the rights and duties of either in relation thereto, the party in such litigation, shall be entitled in addition to such other relief as may be granted in litigation, to a reasonable sum as and for his attorney's fees in such litigation or in a separate action brought for that purpose. Any default in payment of the part of the customer shall result in the entire remaining balance becoming immediately due. This instrument constitutes the sole and only agreement between the parties, and correctly sets forth the obligations of each other as of its date. Any agreements or representations, oral or written, express or implied, not expressly set forth in this instrument are null and void. This agreement and all amendments thereto may be executed in several counterparts and shall endure to the benefit of the heirs, executor, administrators, successors and assigns of the parties thereto. Time is expressly declared to be the essence of this agreement. The parties agree that any litigation that should arise shall be litigated in Butte County, CA.

X

Print Name _____

date _____

Star Energy Management Inc.

date _____

6120 Lincoln Blvd. Oroville, CA 95966

(530) 532-9250

Fax: 530.532.7555



Marysville Joint Unified School District

END OF DOCUMENT