
MEMORANDUM OF UNDERSTANDING
Agreement EMS # 0834

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education**, hereinafter referred to as "SCOE," and **McKenney Intermediate School, Marysville Joint Unified School District** hereinafter referred to as "School."

The purpose of this MOU is to detail the roles and responsibilities of **SCOE** and the **School** in regards to delivering instructional support services to staff. Once signed by both parties, this MOU is in effect, and may be terminated by either entity in writing, but not less than seven business days prior to the first day of service.

No audio or visual recording of the services provided under this agreement may be made by any means without the advance written authorization of SCOE.

SCOE agrees to:

1. Provide a primary contact person and service provider(s) for all work under this MOU.

MOU Contact:

Christine Anderson

(916) 228-2634

canderson@scoe.net

Services provided by:

Christine Anderson

(916) 228-2634

canderson@scoe.net

2. Provide the following service:

- a. Ten (10) days of classroom coaching, ten (10) two-hour professional learning sessions, and four (4) days of Interim Assessment Hand Scoring. See Exhibit A for schedule and details.

- b. Location of the service

McKenney Intermediate School

1904 Huston Street

Marysville, CA 95901

3. Provide an evaluation of services.
4. Provide table supplies.
5. Provide training materials. All instructional materials provided by SCOE are copyrighted.
6. Invoice School upon completion of services to:

McKenney Intermediate School

1904 Huston Street

Marysville, CA 95901

School agrees to:

1. Provide a primary contact person for all work under this MOU.
Shevaun Mathews, Principal
(530) 741-6187 ext. 2204 cell (530) 570-6899
smathews@mjusd.com
2. Ensure the site principal/district representative is present during services.
3. Participate in an evaluation of services.
4. Provide facility, insurance, and indemnification.
5. Provide SCOE with a copy of attendance sign-in sheet upon request.
6. Provide the audio-visual equipment.
7. Provide requested materials for participants (e.g., Teacher's Edition).
8. Remit payment to SCOE within 60 days of invoicing.

Fee Structure:

- **Estimated Total: \$16,500.00**

Indemnity. Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed.

SCOE and School shall monitor this agreement to oversee implementation of services.

Sacramento County Office of Education
Mark Vigario, Assistant Superintendent
Educational Services

McKenney Intermediate School
Shevaun Mathews, Principal

Signature

Date

8/3/15

Signature

Date

8/25/15

Gay Todd, Superintendent

Exhibit A

McKenney Intermediate School

Day	Date	Focus	Attend T & A	Notes
		Professional Learning for Site Fridays, 1:10 – 3:00 24 Teachers		
1	Aug 14	Developing Text-Dependent Questions		
2	Sept 4	Writing Arguments		
3	Oct 2	Close Reading		
4	Nov 6	Understanding Depth of Knowledge		
5	Dec 4	Get Gritty About Motivation		
6	Jan 15	Introduction to ELD Standards		
7	Feb 5	Disciplinary Literacy: An Introduction		
8	March 4	Specific topic TBD		
9	April 8	Specific topic TBD		
10	May 6	Specific topic TBD		
		Classroom Coaching 8:00 – 3:00		
1	Sept 28, Mon			Specific teachers to be determined.
2	Oct 12, Mon			
3	Oct 26, Mon			
4	Dec 7, Mon			
5	Jan 19, Tues			
6	Jan 20, Wed			
7	Feb 16, Tues			
8	Feb 29, Mon			
9	March 2, Wed			
10	March 14, Thur			
		Facilitate Interim Assessment Hand Scoring 8:00 – 3:00		
1	Oct 29, Thurs	6 th grade ELA teachers; possible debrief time: Nov 3 after school		Foothill and Yuba Gardens teachers will be invited to attend.
2	Nov 3, Tues	7 th grade ELA teachers: possible debrief time: Nov 4 after school		Foothill and Yuba Gardens teachers will be invited to attend.
3	Nov 4, Wed	8 th grade ELA teachers; possible debrief time: Nov 6 after school		Foothill and Yuba Gardens teachers will be invited to attend.
4		Prep day		



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

July 28, 2015

MJUSD SUPT OFFICE
AUG 05 2015
RECEIVED/m

Dear After School Grantee:

Congratulations on receiving an award to provide expanded learning opportunities to students in your community! We appreciate the critical work you do to support the students of California. Enclosed you will find a Grant Award Notification (A0-400) for fiscal year 2015–16 and information on how to meet the new requirement of engaging in a data-driven quality improvement process (see below).

SB 1221—Data-driven Program Quality Improvement Process

We notified grantees that with the passage of Senate Bill (SB) 1221 in September 2014, all 21st Century Community Learning Centers and After School Education and Safety funded expanded learning programs in California are now required to engage in a data-driven program quality improvement process based on the California Department of Education's (CDE's) guidance on program quality standards. These requirements are codified in Section 8484 of the 2015 California *Education Code*.

While the continuous quality improvement (CQI) process should be undertaken at the program level, grantees are responsible for ensuring that it is fully implemented at all of their sites. To this end, the After School Division (ASD) of the CDE has developed the following resources for grantees, which can be found on the CDE Web site at <http://www.cde.ca.gov/ls/ba/cp/>, under Quality Standards for Expanding Learning in California:

- 1) Guidance for Developing and Implementing a Data-Driven Program Quality Improvement Process for California Expanded Learning Programs.
- 2) Webinar on Continuous Quality Improvement.
- 3) Questions for Commitment to Engage in a Quality Improvement Process for Expanding Learning Programs Form.

With respect to number three above, grantees will be required to submit **only one** "Commitment to Engage in a Quality Improvement Process for Expanded Learning Programs" for all their grants and sites by September 30, 2015. Please note that grantees should submit "Commitment to Engage" answers via the After School Support and Information System (ASSIST), which will be made available in the coming days.

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July 28, 2015

Page 2

The ASD will send an e-mail to grantees when the ASSIST is ready to receive submittals.

The ASD has established a help desk specifically to assist grantees in the CQI process. If you have questions or need assistance, please contact our CQI help desk by phone at 916-319-0923 or by e-mail at afterschool@cde.ca.gov.

We are excited to work with you in supporting expanded learning programs in California as they engage in a CQI process.

Sincerely,



Michael Funk, Director
After School Division

MF:as

Grant Award Notification

MJUSD SUPT OFFICE
AUG 05 2015
RECEIVED/mm

GRANTEE NAME AND ADDRESS Gay Todd, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901-3731				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				15	23939	7273	EZ
Attention After School Coordinator				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office After School Office				Resource Code	Revenue Object Code	58	
Telephone 530-741-6000				6010	8590	INDEX	
Name of Grant Program After School Education and Safety Program							0150
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$1,416,163.66		\$1,416,163.66		7/1/2015	6/30/2016	
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency	

I am pleased to inform you that you have been funded for the After School Education and Safety Program.

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

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

Veronica Maestas, Associate Governmental Program Analyst
After School Division
California Department of Education
1430 N Street, Suite 3400
Sacramento, CA 95814-5901

California Department of Education Contact Veronica Maestas		Job Title Associate Governmental Program Analyst	
E-mail Address vmaestas@cde.ca.gov		Telephone 916-319-0540	
Signature of the State Superintendent of Public Instruction or Designee 		Date July 31, 2015	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS <i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>			
Printed Name of Authorized Agent GAY TODD		Title SUPERINTENDENT	
E-mail Address gtodd@mjUSD.com		Telephone (530) 749-6101	
Signature 		Date 8-25-15	

August 7, 2015

Mr. Ramiro Carreon
Assistant Superintendent of Personnel Services
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
Phone 530 741-6144

MJUSD
Personnel Dept
AUG 10 2015
RECEIVED

Dear Mr. Carreon,

I am informing you of my decision to resign from the position of Elementary Physical Education Teacher effective immediately.

I have accepted a position with a neighboring school district to further my career. I appreciate everything you have done for me, however the new position is a better fit for me.

Sincerely,


Shea Davis

Ramiro Carreon

From: Sima Gandhi
Sent: Monday, August 03, 2015 6:34 PM
To: Ramiro Carreon
Cc: Shevaun Mathews
Subject: Letter of Resignation

MJUSD
Personnel Dept.
AUG 03 2015
RECEIVED



Dear Mr. Carreon,

I wanted to say thank you for a wonderful four years in your district. Please accept this letter as my resignation effective 8/7/2015.

Thanking you in advance,

Sima Gandhi

MJUSD
Personnel Dept.

JUL 30 2015

July 30 2015

RECEIVED

I TERRY BROWN AM RESIGNING FROM
MY JOB AS A PARA EDUCATER EFFECTIVE
7-31-15.

Terry Brown

AUG 04 2015

RECEIVED



Sarah Cervantes
1747 Harris Street
Marysville, CA 95901
(530) 645-8172
s-cervantes@live.com

July 24, 2015

Mary Hicks
Classified Personnel
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Dear Mary,

I would like to inform you that I am resigning from my position as a Para Educator for the Marysville Joint Unified School District, effective June 30, 2015.

Thank you for the opportunities you have provided me for the last four years. I have enjoyed working in my position and I appreciate the support given to me during my time here.

If you have any questions, please contact me

Sincerely,

Sarah M Cervantes

8/11/15

To Whom It May Concern,

I am resigning from MJUSD for personal reasons effective immediately. My school site is aware I will not be back. Thank you for the opportunity to work with awesome kids.

Sincerely,
Rachel Colón

MJUSD
Personnel Dept.
AUG 11 2015



RECEIVED

MJUSD
Personnel Dept.

JUL 30 2015

RECEIVED

July 30, 2015

Ramiro Carreon
Assistant Superintendent
Personnel

Dear Mr. Carreon;

I am resigning from my position as Clerk II at Abraham Lincoln School due to other employment and financial need effective July 31, 2015. I would like to thank you for the opportunity to work with Marysville Joint Unified School District and hope that I can do so again in the future. If you have any questions please contact me at 530-300-7780.

Sincerely,


Kristin R. Delaney

Ashley Vette

MJUSD

Personnel Dept

From: Ashlee Peterson <apete0486@gmail.com>
Sent: Tuesday, July 28, 2015 6:09 PM
To: Ashley Vette
Subject: STARS

JUL 29 2015

RECEIVED

Ashley,

Unfortunately, I will not be returning to work for STARS this year. I have been offered a full-time position and I have accepted it. I am sorry for not giving more notice but I was just recently informed about being full time. I have truly enjoyed working for STARS and I will miss you all! Have a great 2015-2016 season!

Thanks for everything,

Ashlee Peterson

385-208-5525

Received
7/28/15
Ashley Vette

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MJUSD
Personnel Dept.

AUG 05 2015

RECEIVED


Steven Stanaland
2052 Roy Ranch Way
Plumas Lake, CA 95961
(530)713-0130
Stanaland53@gmail.com

August 5, 2015

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

Dear Mr. Carreon,

Please accept this letter as my formal resignation from my position as a Para Educator/
Personal Aide. I am resigning to accept another position within the district.

I would like to thank you for all the opportunities you have given me. I'm going to miss
working as an aide. The experience of working in special education has been one that I will
never forget.

Sincerely,



Steven Stanaland

Kathy Woods

From: Sua Yang
Sent: Thursday, August 06, 2015 1:23 PM
To: Kathy Woods
Subject: sandy resigning letter

AUG 06 2015

RECEIVED

August 6, 2015

Para Educator
Early Childhood Development Program
MJUSD
1919 B Street
Marysville Ca, 95901

Dear Kathy Woods,

I am with great pride and honor to be part of this respected institution. Since 2010 when I joined this family. I have always enjoyed my work. Teaching my students and also learning with them in a good environment brought out the best of me.

I am writing to formally notify you that I am resigning from my position as an Para Educator with MJUSD. My last day of work will be August 6, 2015.
I appreciate the opportunities I have been given and your professional guidance and support.

Yours sincerely,

Sandy yang

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

HOMELESS OUTREACH ADVOCATE

JOB SUMMARY:

Under the supervision of the Director of Categorical Programs, the Homeless Outreach Advocate will be responsible for assisting homeless families in removing barriers to education by connecting them to available services in the District and the community.

ESSENTIAL FUNCTIONS (included but not limited to):

- 1) Provides direct intervention support services to homeless students and their families to help remove barriers to education
- 2) Serves as a resource for homeless parents/guardians
- 3) Serves as a liaison between school sites, departments, and homeless parents/guardians
- 4) Works with families to secure necessary enrollment paperwork if not available at the time of enrollment
- 5) Serves as the primary contact for the Transportation Department and arranges transitional home to school transportation
- 6) Ensures homeless students are participating fully in school and receiving the benefit of educational programs such as Title I, students with disabilities, students with limited English proficiency, vocational or technical programs, and gifted and talented programs
- 7) Enrolls homeless students in the free nutrition lunch program
- 8) Coordinates backpacks with school supplies, clothing, and personal necessities for homeless students
- 9) Tracks services provided to homeless students and monitors attendance
- 10) Assists with California Department of Education reporting
- 11) Coordinates with community agencies who offer extended services to homeless students and their families
- 12) Works in coordination with the Director of Categorical Programs/Homeless Liaison to provide comprehensive services to homeless students
- 13) Participates in community homeless outreach events

EMPLOYMENT STANDARDS:

Required:

- 1) BA/BS in counseling or related field or 3 years combined experience in related field
- 2) Valid California Driver's License and reliable transportation that can be used during work hours
- 3) Work flexible hours and respond to homeless cell phone calls

Knowledge of:

- 1) Dynamics of homelessness
- 2) Positive behavior interventions for students

Ability to:

- 1) Relate to students and families in an empathetic, non-judgmental manner
- 2) Maintain confidentiality
- 3) Communicate effectively through solid written and oral skills
- 4) Communicate in a patient and courtesy manner with homeless students, homeless families, co-workers, and other school staff
- 5) Establish and maintain effective working relationships
- 6) Effectively demonstrate ability to use various computer software including Excel, Word, Publisher, PowerPoint, and Outlook
- 7) Work independently and cooperatively in a team or group setting
- 8) Meet standards of professional attitude, dress, and personal conduct
- 9) Compile and maintain necessary records
- 10) Meet schedules and timelines
- 11) Plan and organize work

WORKING CONDITIONS

Environment:

The work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. This position may require visits to homeless encampments and other living environments on uneven terrain. Some ride-along opportunities may require support advocate to assist in direct delivery of items to support students and families.

Physical Abilities:

The physical demands described here are representative of those that must be met by employee to successfully perform the essential functions of this job. The employee must be able to:

Lift, carry, push and/or pull items with a strength factor of light work

Hear and speak to exchange information in person and on the telephone

Possess dexterity of hands to operate office equipment safely

Stand and walk

Bend at the waist, kneel, or crouch

Sit or stand for extended periods of time

Climb a step stool or ladder and reach above shoulder

Occasional climb a set of stairs

Hazards:

Contact with abusive or dissatisfied individuals is possible

Board Approved:



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 8-10-15, by and between
WRIGHT ONE ELECTRIC 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:

FOUR THOUSAND TWO HUNDRED FIFTY FIVE AND NO/100 Dollars
(\$ 4,255.00)

(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: C10
(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>).
3. This contract shall commence on AUGUST 14 with work to be completed within
THREE (3) consecutive days and/or by
AUGUST 3, 2015
4. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to Exhibit E, attached hereto

NONCOLLUSION AFFIDAVIT

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

SCHOOL SAFETY ACT - COMMUNICATIONS WITH PUPILS

- ☒ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (certification form attached).
- ☒ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)
- ☒ Installation of physical barrier at the work site to limit contact with pupils.
 - ☒ Surveillance of employees of the Contractor by school personnel.
 - ☒ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.
- Supervisor's Name: _____
 Soc. Sec. No. _____
- ☒ In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:
- ☒ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days - may not include after school hours).
 - ☒ Other, describe _____

DISTRICT

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

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

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

- | | |
|--|--|
| <input checked="" type="checkbox"/> Work Specs/Scope of Work Statement | <input checked="" type="checkbox"/> Contractor Certification Form - Attachment A |
| <input checked="" type="checkbox"/> Certificates of Insurance | <input checked="" type="checkbox"/> Terms and Conditions dated AUGUST 4, 2015 - Attachment B |
| <input checked="" type="checkbox"/> Non Collusion Affidavit | <input checked="" type="checkbox"/> Workers' Compensation Certificate - Attachment C |
| <input checked="" type="checkbox"/> Purchase Order No. _____ | <input checked="" type="checkbox"/> and W9 Form |

TYPE OF BUSINESS ENTITY

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

TAX IDENTIFICATION

20-4488125
 Employer Identification Number

 Social Security Number

License No: B17489 Classification: C-9 Expiration Date: 02/21/2017

(District Use Only: License verified by JULIE BROWN Date: 08/10/2015)

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

Date: 8-10-15 Authorized Signature: Marcie L. Baker
 Company Name: WRIGHT ONE ELECTRIC Printed Name: MARIE L. BAKER
 Address: P.O. BOX 401 Title: Office Manager
YUBA CITY, CA 95902 Phone: 530-755-4444 Fax: 530-755-4446

District Acceptance: Ray Scold Title: Superintendent Date: 8-10-15
 Signature of District Representative



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

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

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

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

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

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

Name

Social Security No.

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

Dated: 8-10-15

WRIGHT ONE ELECTRIC (Company)

Marcus L Baker (Signature)

Office Manager (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B TERMS AND CONDITIONS

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:

Revised 01-23-2015

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

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 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."



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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 contact 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

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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-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

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

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any 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 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



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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 of 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 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.



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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:

- 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.

- 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.
- 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 Contractor's 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 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



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

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

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of

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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 5-10-15 **consisting of Article 1 through Article 21**



ATTACHMENT C
CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Marcie L. Baker
Signature, Contractor's Authorize Representative

MARCIE L. 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.)



ATTACHMENT D

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

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT NAME OR CONTRACT NO.: BOILER VFD REPLACEMENT LINDHURST HIGH SCHOOL
between the Marysville Joint Unified School District ("District" or "Owner")
and WRIGHT ONE ELECTRIC. ("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):

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

Title: Office Manager

 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.



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ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: BOILER VFD REPLACEMENT LINDHURST HIGH SCHOOL
between Marysville Joint Unified School District (the "District" or the "Owner") and
WRIGHT ONE ELECTRIC (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: 8-10-15
Proper Name of Contractor: Wright One Electric
Signature: Marcie L. Baker
Print Name: MARCIE L. BAKER
Title: Office Manager



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 817489

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 7124.8). 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.

Data current as of 8/10/2015 10:44:05 AM

Business Information

WRIGHT ONE ELECTRIC
P O BOX 401
YUBA CITY, CA 95992
Business Phone Number: (530) 755-4444

Entity Sole Ownership
Issue Date 02/21/2003
Expire Date 02/28/2017

License Status

This license is current and active.

All information below should be reviewed.

Additional Status

The license may be suspended on 08/26/2015 if the workers' compensation insurance policy is not filed with the CSLB.

Classifications

C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.

Bond Number: 14466215

Bond Amount: \$12,500

Effective Date: 01/01/2007

Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 9107567

Effective Date: 07/27/2014

Expire Date: 07/27/2015

Workers' Compensation History



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/4/2014

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 Hooper, Spuhler & Sturgeon 133 North L Street P. O. Box 59 Tulare CA 93275-0059		CONTACT NAME: Alice Castro PHONE (A/C, No, Ext): (559) 686-3442 FAX (A/C, No): (559) 686-8646 E-MAIL: acastro@hssins.com ADDRESS:	
INSURED W.O.E., Inc., DBA: Wright One Electric P O Box 401 Yuba City CA 95992		INSURER(S) AFFORDING COVERAGE INSURER A: Wesco Insurance Company NAIC # 25011 INSURER B: Evanston Insurance Company INSURER C: State Comp Insurance Fund 35076 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL149403626

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
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			WPA103287601	11/5/2014	11/5/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						
B				XOWE235414	11/5/2014	11/5/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
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	910756714	7/27/2014	7/27/2015	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proof of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Muller (Commercial) *M. Muller*

ACORD 25 (2010/05)

INS025 (201005) 01

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/10/2015

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 Tolman & Wiker Insurance Services LLC #0E52073 1525 E. Main Street PO Box 1099 Santa Maria CA 93456	CONTACT NAME: Donna Correia PHONE (A/C, No, Ext): (805) 922-7301 FAX (A/C, No): (805) 925-2370 E-MAIL: dcorreia@tolmanandwiker.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: State Compensation Ins Fund NAIC # 35076 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED W.O.E., Inc. dba Wright One Electric PO Box 401 Yuba City CA 95992	

COVERAGES	CERTIFICATE NUMBER: 15-16 WC	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 Y/V/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			9107567-2015	7/27/2015	7/27/2016	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Operations of the insured for the certificate holder.

CERTIFICATE HOLDER

Marysville Unified School District
1919 B Street
Marysville, CA 95901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Donna Correia/DONNAC *Donna Correia*

Project Information

FORM

Form Type: PWC-100 Project Award Date: 8/10/2015

AWARDING BODY INFORMATION

Name: Marysville Joint Unified School District/Maint Dept Primary Contact: Julie Brown
Address: 1919 B Street Primary Email: jbrown@mjuds.com
Maintenance Department Work Phone: 5307496183
Marysville, CA 95901

PROJECT INFORMATION

Project Name: LHS Chiller Pump repair Project #: R16-00772
Brief Description: replacement boiler pump Contract #: R16-00772
Contract Amount: \$4255.00 Number of Prime Contractors: 1
Total Project Cost: \$4255.00
Alternative Model: None Apply
Physical Address: 4446 Olive Avenue Billing Address: 1919 B Street
Olivehurst, CA 95961 YUBA Marysville, CA 95901

Project Information 2

PWC-100

Project Name: LHS Chiller Pump repair Project #: R16-00772 Contract #: R16-00772 Status: New Submission

PROJECT INFORMATION

Project Dates

First Advertised Bid: 8/5/2015 Estimated or Actual Start: 8/13/2015
Estimated or Actual Completion: 8/17/2015

Propositions

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)? No
Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)? No

Compliance and Agreements:

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code? No
Will you operate a DIR-Approved Labor Compliance Program(LCP) for this project? Yes
Is there a Project Labor Agreement (PLA) associated with this project? No

Contractor Information

Project Manager

Email Address Name Title Work Phone
tbarnett@mjuds.com Travis Barnett Supervisor of Maintenance 530-749-6184

General Contractor1

CSLB/Certificate Number	NAME	Address	Email	Classification
817489	WRIGHT ONE ELECTRIC	P O BOX 401 YUBA CITY, CA 95992	Marcie@WrightOneElectric.com	ELECTRICIANS

WRIGHT ONE ELECTRIC

R16-00772

P.O. BOX 401 YUBA CITY, CALIFORNIA 95992 PH. (530) 755 - 4444 FAX (530) 755-4446 LIC. #817489

PROPOSAL

August 4, 2015

Project Owner: M.U.S.D.

Project Description: Boiler VFD Replacement

Ref #

Project Location: Linda, Calif.

Wright One Electric is pleased to have this opportunity to bid on your project.

Wright One Electric is proposing to:

- Provide and install a new 30 Hp, 480 Volt, 3 Phase Variable Frequency Drive, to replace the existing VFD for the boilers recirculation pump.
- Test all control wires and there circuits.

For a total of:

\$4,255.00

Proposal includes all labor and material, for a complete and operable system.

**GO THE DISTANCE
IMAX CHARACTER SHOWS**



SCHOOL ID #
ATTN: MONICA REYNA

ASSEMBLY CONTRACT

*This contract is for the purpose of officially confirming and documenting the agreement entered into between **GO THE DISTANCE** and Cedar Lane Elementary School.*

SPECIFICATIONS OF THE AGREEMENT

*To present the production of an available **GO THE DISTANCE PRODUCTIONS** Cinema Theater Assembly of your choice. On scheduled date(s) September 1, 2015 time(s) 8:30am/9:30am.*

*The sponsoring group obligations to **GO THE DISTANCE PRODUCTIONS**:*

I. Preparation and set-up:

A. Provide access to the facility where the assembly will take place 45 minutes prior to productions start time

II. Payment:

*A 50% advanced payment is due for show confirmation date. The school will provide payment of \$595.00 for services rendered. Under no circumstances can payment for this agreement be made payable to any other party other than **GO THE DISTANCE**. Payment sent to any other party or address, even if cashed, cannot be credited to this account. Remit payment to: **GO THE DISTANCE**, 15120 Badlona Drive, La Mirada, CA 90638.*

III. Provisions:

A. Modifications: this agreement may not be modified except by a separate agreement documented in writing and signed by both parties.

*B. FORCE MAJEURE: Both parties agree that **GO THE DISTANCE PRODUCTIONS** will not be liable for delays or failures due to the elements, acts of God, acts of civil or military authorities, strikes, fires, floods, epidemics or any other causes beyond its reasonable control, and that reasonable effort will be made to reschedule the production.*

*This contract is based on the verbal agreement made on August 12, 2015 and is simply a written confirmation of that agreement. If **GO THE DISTANCE** does not hear, in writing, from a representative of the sponsoring group within ten (10) days of receipt of this contract, **GO THE DISTANCE** will assume all terms are acceptable in their totality. The sponsoring group is responsible for full payment if they cancel the presentation without at least 30 days written notice.*

Signed _____

Joe Brant
(GO THE DISTANCE PRODUCTIONS)

Date August 12, 2015

Signed _____

(Sponsoring Group Representative)

Date _____

GO THE DISTANCE
15120 BADLONA DRIVE
LA MIRADA, CA 90638

OFFICE: (562) 217-1231 - (714) 735-9009 FAX: (714) 993-9005

REMEMBER TO SIGN AND FAX BACK THIS CONTRACT TO SECURE YOUR DATE

**CHARTER SCHOOL FACILITIES MEMORANDUM OF UNDERSTANDING
BETWEEN MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND THE YUBA ENVIRONMENTAL SCIENCE CHARTER ACADEMY**

This Charter School Facilities Memorandum of Understanding ("MOU") is entered into by and between the Marysville Joint Unified School District ("District"), a school district organized and existing under the laws of the State of California, and Yuba Environmental Science Charter Academy ("YESCA"), a public charter school operated by a nonprofit public benefit corporation organized and existing under the laws of the State of California. The District and YESCA are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, California Education Code section 47614 and Title 5 of the California Code of Regulations, section 11969.1, et seq. set forth the procedural aspects of facilities requests for charter schools;

WHEREAS, YESCA made a timely request for District facilities for the 2015-16 school year;

WHEREAS, the District responded to the timely request, and YESCA responded to the District's response pursuant to the legal process referenced in the first Recital above; and

WHEREAS, the parties mutually agreed to extend the time for the District's preliminary proposal, and ultimately agreed on in-lieu arrangements instead of provision of facilities for the 2015-16 school year;

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements described in this MOU, the District and YESCA hereby agree as follows:

I. TERM AND MODIFICATION

- A. Effective Date:** The term of this Agreement is for the 2015-16 fiscal year, commencing on July 1, 2015 and ending on June 30, 2016.
- B. Modification:** Any modification of this MOU must be in writing and executed by duly authorized representatives of the Parties specifically indicating the intent of the Parties to modify this MOU.
- C. Termination:** Upon revocation of YESCA's charter, this MOU shall be automatically terminated.

II. DESIGNATED REPRESENTATIVES

- A. **District:** The District's designated representative shall be Ryan DiGiulio, the District's Assistant Superintendent of Business Services, who shall have the authority to act on behalf of the District, except to the extent action by the Board of Trustees is legally required.
- B. **YESCA:** YESCA's designated representative shall be Katheryn Smith

III. IN-LIEU OBLIGATIONS

In lieu of, and in full satisfaction of its legal and statutory facilities provision obligations for the term of this MOU, the District shall provide the following:

- A. A 3.75 FTE (3.5 hours per day) Custodian / Maintenance Worker for the current YESCA facility located at 9841 Rices Texas Hill Road, Oregon House, CA 95962 (the "Facility"). This worker shall be employed by the District, shall report to Katheryn Smith, Principal/Director, and when performing custodial duties can utilize District fixed-asset equipment (i.e., things with a useful life of five years or greater) to perform tasks, which shall be checked out and in in a written log. YESCA shall be responsible for all cleaning supplies and disposable equipment (i.e., things with a useful life of five years or less). When performing maintenance work, all materials supplied and necessary for performance of said work shall be the responsibility of YESCA. The Job Description for this worker is attached hereto as Exhibit A.
- B. The District's grounds crew shall provide landscaping and grounds work on the exterior of the Facility on a routine basis (weekly or every other week, depending on need) and will utilize District fixed-asset equipment, but shall have no responsibility with respect to any improvements. Any materials necessary for landscaping/grounds work shall be provided by YESCA (i.e., things with a useful life of five years or less). Sprinkler/irrigation system maintenance and improvements shall be the responsibility of YESCA, as shall watering. Items which need to be hauled away, i.e., tree trimmings, lawn clippings, etc., shall be the responsibility of YESCA.
- C. Nothing herein shall be deemed to create an employer-employee relationship between YESCA and the District employees referenced in this Section III.
- D. One (1) Twenty foot (20') long Connex storage box #1965 to be used exclusively by YESCA and located on their property. The District provides this box in as-is condition, and makes no warranties whatsoever about the Connex storage box, and once delivered, YESCA assumes all responsibility and liability associated with same, and shall own and be responsible for the box upon expiration or termination of this MOU.

IV. INDEMNIFICATION

- A. YESCA agrees to defend, indemnify, and hold harmless the District, its Governing Board members, officers, directors, agents, and employees from any and all claims, damages, losses, causes of action, suits, and demands, including reasonable attorneys' fees and costs, incurred in connection with, arising out of, or resulting in any way from YESCA's negligent or wrongful acts or omissions in the performance of this MOU.
- B. The District agrees to defend, indemnify, and hold harmless YESCA, its Governing Board members, officers, directors, agents, and employees from any and all claims, damages, losses, causes of action, suits, and demands, including reasonable attorneys' fees and costs, incurred in connection with, arising out of, or resulting from the District's negligent or wrongful acts or omissions in the performance of this MOU.

V. NOTIFICATION

All notices, requests, and other communications under this MOU shall be in writing and mailed to the proper address as follows:

To District at: Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

To YESCA at: Yuba Environmental Science Charter
Academy
P.O. Box 430
Oregon House, CA 95962

VI. INSURANCE

- A. During the term of this MOU, YESCA shall obtain and keep in effect liability coverage as follows:
 - 1. General Liability: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - 2. Automobile Liability: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - 3. Excess Liability: \$25,000,000 per occurrence/ \$25,000,000 aggregate.
 - 4. Employer's Liability: \$1,000,000 per occurrence/ \$1,000,000 aggregate.
 - 5. Workers Compensation: as required by the State of California.
 - 6. Fiduciary Liability: \$1,000,000.

7. Wrongful Acts: Including Directors and Officers, and Errors and Omissions: \$1,000,000 per occurrence/ \$1,000,000 aggregate.

B. All policies furnished by YESCA shall be endorsed to specifically name the District and its respective trustees, officers, employees, agents and volunteers as additional insureds, and such endorsements shall be furnished in a form satisfactory to the District. YESCA's insurance coverage shall be primary as respects the District and its respective trustees, officers, employees, agents and volunteers. No special limitations shall be placed on the scope of protection afforded to the District or its respective trustees, officers, employees, agents, and volunteers. Endorsements shall include a statement that such policies shall not be cancelled, except upon thirty (30) calendar days written notice by certified mail, return receipt requested, given to the District.

VII. DISPUTE RESOLUTION

Any controversy, claim or dispute arising out of or relating to this MOU shall first be submitted to the parties' designated representatives for decision. If the designees fail to resolve the controversy, claim or dispute, within fourteen (14) days, either party may submit a request, in writing, to the other to refer the controversy, claim or dispute to non-binding mediation. The party requesting mediation shall list three (3) acceptable mediators. The responding party shall advise of its selection from the list within five (5) days of receipt. If the responding party does not find any of the three mediators acceptable, it may provide three (3) alternate mediators, from which the requesting party will select. The requesting party must advise of its selection from this list within five (5) days of receipt. If, again, there are no acceptable mediators, the requesting party shall submit a Request for Mediation to the American Arbitration Association ("AAA"), on the AAA required form, together with the required filing fee. The responding party shall reimburse the requesting party one half (1/2) of the filing fee. The Mediator (whether privately selected or selected by AAA) shall set the time of each mediation session. The mediation shall be held at any convenient location agreeable to the Mediator and the parties, as the Mediator shall determine. All reasonable efforts will be made by the parties and the Mediator to schedule the first session within thirty (30) days after selection of the Mediator. The Mediator's fee and all applicable AAA fees shall be paid equally by the parties. Each party must be represented at mediation by a person with full authority to settle the dispute. If mediation takes place at AAA, the parties will follow the AAA Construction Industry Arbitration Rules and Mediation Procedures. The parties may be represented by counsel at Mediation. Mediation sessions are private. Only the parties and their representatives may attend Mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the Mediator. All persons who attend the Mediation shall be bound by the confidentiality requirements of California Evidence Code section 1115 et seq. The Mediator's recommendation for settlement, if any, is non-binding on the parties. Agreements reached in mediation are enforceable as provided for by governing law. Mediation under this contract shall be a condition precedent to the filing of a civil action in any State or Federal Court.

VIII. MISCELLANEOUS

- A. **Amendments:** This MOU may be altered, amended, changed, or modified only by agreement in writing executed by YESCA's and the District's duly authorized representatives with a specific reference to this MOU and the section to which it alters, amends, or modifies.
- B. **Severability:** If any provision or any part of this MOU is for any reason held to be invalid and/or unenforceable or contrary to public policy, law or statute, and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
- C. **Non-Discrimination:** YESCA covenants and agrees that it shall not discriminate against any person or group thereof upon the basis of race, color, religion, sex, ancestry, physical and/or mental disability, marital status, or national origin in the operation of YESCA.
- D. **Assignment:** This MOU shall not be assigned by either party without the prior written consent of the other party.
- E. **No Waiver:** No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- F. **Survival:** All representations, warranties, and indemnities made herein shall survive termination of this MOU.
- G. **Entire Agreement:** This MOU contains the entire agreement of the Parties with respect to the matters covered hereby, and only with respect to those matters, and supersedes any oral or written understanding or agreements between the Parties with respect to the subject matter of this Agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The Parties further recognize that this MOU shall only be modified in writing and by the mutual agreement of the Parties.
- H. **Recitals:** The Parties agree that the recitals set forth above are true and correct and are incorporated as essential terms of this MOU.
- I. **Governing Law:** This MOU shall be interpreted under the laws of the State of California. Any litigation filed by the Parties regarding this MOU shall be filed and heard in a court of competent jurisdiction in the County of Yuba.

J. **Signatures:** The Parties acknowledge that each of the undersigned has the power and authority to enter into a binding contract on behalf of the party so noted below.

K. **Counterparts:** This MOU may be signed in counterparts such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

AGREED:

Dated: 8/25/15

Gay Todd
Superintendent
MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT

Dated: 8-6-2015

Kathryn Smith
Kathryn Smith
Principal Director
YUBA ENVIRONMENTAL SCIENCE
CHARTER ACADEMY

"EXHIBIT A"

(Custodian / Maintenance Worker Job Description)

CUSTODIAN/MAINTENANCE WORKER

JOB SUMMARY: Under supervision keeps assigned areas of a building, or a complete building, or a group of buildings, in a clean, sanitary and safe condition; does other work as needed or required. Performs the normal tasks associated with grounds maintenance.

ESSENTIAL FUNCTIONS (include but not limited to):

Building Maintenance:

1. Sweeps, dusts, scrubs, and mops floors.
2. Refinishes, seals, waxes, polishes floors of various types.
3. Dusts and/or washes walls, blackboards, woodwork, light fixtures, windows, venetian blinds, furniture and other school equipment.
4. Vacuums rugs and carpets.
5. Makes minor non-technical repairs and adjustments on furniture and equipment.
6. Maintains heating radiators in functional manner.
7. Empties and cleans waste receptacles.
8. Cleans rest rooms.
9. Uses, cleans and stores with care, district equipment and materials used in performing duties.
10. Assists in moving, setting up and arranging furniture and equipment in auditoriums, field houses, or classrooms for special events or meetings.
11. Raise or lower flags and unlock and lock doors and gates.
12. Keep papers and other debris from school grounds as assigned.

13. Cleans or assists other employees in the foregoing duties in cleaning and keeping other areas clean as the need arises.

14. Participate in the summer maintenance and cleaning program.

15. Cleans cafeteria and kitchens as directed.

16. Assists cooks and other cafeteria employees as directed.

17. Does other related work as required and assigned.

Grounds Maintenance:

1. Fertilizes, cultivates, waters, mows and trims (edges) lawns and turfed areas including detailed care around trees, shrubs and hedges.

2. Assists and independently plants, transplants, and trims flowers and shrubs.

3. Work soil with hand and other tools.

4. Prepares, lines and maintains baseball and softball diamonds and other athletic fields.

5. Cleans debris and weeds from turfs and landscaped areas.

6. Work as a member of a crew in spraying and pruning shrubs and trees.

7. Drives trucks in performing assigned duties.

8. Assists in preparing and maintaining turf and lawn areas, general grounds, including area immediately adjacent to walls, in a clean and attractive manner.

9. Assists in maintenance work and in moving equipment and furniture when necessary.

10. Cares for hoses, sprinkling systems, and other equipment used including tools, mowers, and other power driven gardening.

11. Performs general maintenance work on grounds equipment, including repairs to engines and minor tune ups.

12. Does include picking up and removing litter; cleaning surfaced play areas; watering, sweeping or cleaning paved areas; and maintenance of grass play areas and athletic fields.

EMPLOYMENT STANDARDS:

Required: Equivalent to graduation from high school.

Desirable:

Knowledge of:

1. Basic methods, supplies and tools in cultivating and caring for landscaped areas.
2. Custodial tools and their uses and care along with the mechanical aptitudes on their construction and shortcomings.
3. Basic methods, supplies and tools in cultivating and caring for landscaped areas.
4. Cleaning materials, disinfectants and equipment used in custodial work.

Ability to:

1. Learn quickly the schedules, procedures, and the care of tools in custodial use.
2. Operate power tools and other mechanical and electrical equipment in a safe and efficient manner.
3. Read, write, understand and follow to conclusion all oral and written instructions pertaining to the assigned area and tasks.
4. Adjust personalities to work well with those contracted in the course of work.
5. Perform heavy physical labor, lift up to 50 lbs.
6. Obtain a valid California driver's license.

Board Approved
6-17-97

SchoolDude Agreement
Prepared for
Marysville Joint USD

July 28, 2015

Terms of Use

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

This Terms of Use Agreement (together with all other documents incorporated by reference, in each case as amended from time to time, this "**Agreement**") is the legal and binding instrument by and between SchoolDude, Inc. ("**SchoolDude**"), and Client (as defined below) and shall govern Client's access and use of the Services. SchoolDude reserves the right to amend this Agreement from time to time by posting modified, updated or new applicable terms and conditions and revising the "Last Updated" date at the top of this Agreement. Client's continued use of the Services after any such posting shall constitute Client's consent to such amendments to this Agreement. The most current version of this Agreement can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of SchoolDude's web pages.

BY CHECKING THE "I ACCEPT THE TERMS OF USE", OR ACCESSING OR USING THE SERVICES, CLIENT EXPRESSLY AGREES AND CONSENTS TO BE BOUND BY THIS AGREEMENT. IF CLIENT DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLIENT MAY NOT COMPLETE THE ACCOUNT REGISTRATION AND CLIENT MAY NOT ACCESS OR USE THE SERVICES. PLEASE READ THIS AGREEMENT CAREFULLY AND SAVE A COPY OF IT.

1. **Definitions.** Words used in this Agreement shall have their ordinary meanings in the English language, except that scientific, technical, specialized or foreign words shall be given their appropriate scientific, specialized or foreign meanings, and definitions specifically provided elsewhere in the Agreement shall apply. The following words, names and titles shall have the following meanings:
 - 1.1. **Account.** Account means Client's specific account where Client subscribes to access and use Service(s).
 - 1.2. **Account Users.** Account Users means individual users specified by the Client to access and use the Client's Account.
 - 1.3. **Applications.** Applications means the software-as-a-service (SaaS) enterprise asset management applications designed, developed, marketed and made available by SchoolDude for the education market (including, but not limited to, public school districts, private, independent and charter schools, and colleges and universities), which include, without limitation, the following functionality: enterprise workflow, communication, content and business process logic for facilities, technology, business

operations, facility scheduling, building automation, energy and transportation management.

- 1.4. **Confidential Information.** Confidential information means any non-public information and/or materials provided by a party under this Agreement to the other party.
 - 1.5. **Client.** Client means the legal entity identified on the Account, which accepts the terms of this Agreement.
 - 1.6. **Content.** Content means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Services.
 - 1.7. **Data.** Data means all data and information inputted or otherwise made available by Client and its Account Users to the Services.
 - 1.8. **Dude Automation Appliance or DAA.** Dude Automation Appliance or DAA means a piece of fixed purpose computer hardware installed inside the Client firewall in a location providing network connectivity between the Client Building Automation System(s) and SchoolDude's web servers.
 - 1.9. **Intellectual Property Rights.** Intellectual Property Rights means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.
 - 1.10. **Privacy Policy.** Privacy Policy means the SchoolDude privacy policy, as amended from time to time, which can be viewed by clicking the "Privacy" hypertext link located on www.schooldude.com
 - 1.11. **Services.** Services means each of the Application(s) subscribed to by Client pursuant to this Agreement. Client shall specify each of the Services that Client shall subscribe to as part of its Account registration process.
 - 1.12. **Subscription Fee.** Subscription Fee means the annual subscription fee invoiced to Client by SchoolDude for the Initial Term and each applicable Renewal Term, which is required to be paid in order for Client to be permitted to access and use the Services.
 - 1.13. **Third Party.** Third Party means a non-SchoolDude entity.
2. **Access and Use; Limitations and Restrictions.**
- 2.1. **License.** SchoolDude hereby grants to Client a personal, non-exclusive, non-transferable license, during the Term, to access and use the Services, including accessing and using all of the Content contained in or made available through the Services, solely for its own internal business purposes.

2.2. Limitations and Restrictions. Client is permitted to store, manipulate, analyze, reformat, print, and display the Content only for its own internal business purpose.

Client shall not, nor permit any other Third Party, to do any of the following:

- 2.2.1. Copy, license, sublicense, sell, resell, rent, lease, transfer, make available, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party;
- 2.2.2. Use the Services in a way not intended by SchoolDude;
- 2.2.3. Send spam or otherwise distribute unsolicited messages in violation of applicable laws;
- 2.2.4. Send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights;
- 2.2.5. Send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- 2.2.6. Interfere with or disrupt the integrity or performance of the Services or the data contained therein;
- 2.2.7. Attempt to gain unauthorized access to the Services or its related systems or networks;
- 2.2.8. Store, manipulate, analyze, reformat, print, and display the Content for personal use;
- 2.2.9. Upload or insert code, scripts, batch files or any other form of scripting or coding into the Services;
- 2.2.10. Modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile, or otherwise attempt to decipher any code in connection with the Services and/or any other aspect of SchoolDude's technology;
- 2.2.11. Access and/or use the Services in order to build a competitive product or service, copy any features, functions or graphics of the Services; and
- 2.2.12. Store personal sensitive information and/or identifiable information, such as social security numbers, credit card numbers, birth dates, etc. Personal sensitive or identifiable information should not be entered into the Services, as there are no data fields requesting such information. It is the Client's responsibility to enforce this policy for fields beyond SchoolDude's control such as a description or notes field. SchoolDude reserves the right in the future to scan input data and block certain information such as social security numbers or credit card numbers.

2.3. Proprietary Rights; Reservation of Rights. Except for the limited licenses granted herein, Client has no right, title or interest in or to any Application, any Service or any Content, and SchoolDude shall retain all proprietary right, title and interest, including all Intellectual Property Rights, in and to the Applications, the Services and the Content. SchoolDude and/or other SchoolDude products and services referenced herein are either trademarks or registered trademarks of SchoolDude. The names of other companies and products mentioned herein may be the trademarks of their

respective owners. All rights not expressly granted by SchoolDude to Client are retained by SchoolDude.

3. **Account.** To subscribe to the Services, Client must establish its Account, which may only be accessed and used by authorized Account Users.

- 3.1. **Setup.** To setup an Account User, Client must provide SchoolDude (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Client or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, SchoolDude has the right to immediately suspend or terminate Client's Account and usage of the Services and refuse any and all future use.
- 3.2. **Password.** Each Account User must establish and maintain a personal, non-transferable password, which shall not be shared with, or used by, any other Third Party. Client may transfer an Account User's right to access and use the Services to a new user only if such Account User becomes inactive and is unable to access the Services. Client is also solely responsible for any and all activities that occur under its Account and ensuring that it exits or logs-off from its Account at the end of each session of use. Client shall notify SchoolDude immediately of any unauthorized use of its Account and/or any other breach of security of the Services that it suspects or becomes aware of.
- 3.3. **Proper Use; Responsibilities.** In connection with its access and use of the Services and its Account, Client shall:
- 3.3.1. Have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Data;
 - 3.3.2. Use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify SchoolDude promptly of any such unauthorized use;
 - 3.3.3. Allow email notifications generated by the Services on behalf of Client's Account Users to be delivered to Client's Account Users;
 - 3.3.4. Use its best efforts to stop immediately any copying or distribution of Services that is known or suspected by Client;
 - 3.3.5. Comply with all applicable local, state, federal, and foreign laws in using the Services and, if using the Services outside of the United States, not use the Services in a manner that would violate any federal or state laws of the United States if conducted therein; and
 - 3.3.6. If utilizing the ITAMDirect Service, upgrade and update its systems to the most current version of the audit agent. Periodically, Client will receive a "notice" of upgrade and accompanying directions to make sure its ITAMDirect service is up-to-date and functioning at current levels. If Client continues to use an old, out-of-date, version of the audit agent more than 120 days following an upgrade notice, SchoolDude reserves the right to (i) not support Client's out-of-date client audit agent and (ii) block Client's Account. The audit agent should not be placed within an image file that will

be deployed to multiple computers. Such action will constitute an audit agent that is installed improperly.

4. SchoolDude Responsibilities.

4.1. Data Confidentiality. SchoolDude does not own any Data, unless SchoolDude specifically tells Client before Client submits it. SchoolDude will not edit or disclose any information regarding Client's Account, including any Data, without Client's prior permission, except in accordance with this Agreement; provided that SchoolDude provides certain statistical information (such as usage, average costs or time values, or user traffic patterns) in aggregate form to Third Parties or to service subscribers.

4.2. Other Responsibilities. SchoolDude shall:

4.2.1. Provide telephone and online standard support to Client's Account Users, at no additional charge; and

4.2.2. Use commercially reasonable efforts to make the Services generally available 24 hours a day, 7 days a week, except for:

4.2.2.1. Continual improvement maintenance (e.g., scheduled maintenance, hardware/software upgrades and minor enhancements), which is performed during the weeknights from 10p.m. ET to 7a.m.ET; or

4.2.2.2. Planned downtime (of which SchoolDude shall give at least 8 hours' prior notice and which SchoolDude shall schedule to the extent reasonably practicable during the weekend hours from 10:00 p.m. ET Friday to 7:00 a.m. ET Monday); or

4.2.2.3. Downtime caused by circumstances beyond SchoolDude's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems not involving SchoolDude employees, computer or telecommunications failures or delays involving hardware or software not within SchoolDude's possession or reasonable control, and network intrusions or Denial of Service (DoS) attacks, but only to the extent unavailability results notwithstanding the exercise by SchoolDude of reasonable care and due diligence to avoid or mitigate the same in anticipation of or in response to such causes.

4.3. Guidelines. SchoolDude reserves the right to establish or modify general practices and limits concerning use of the Services, including without limitation, the maximum number of days that data will be retained by the Service, the maximum disk space that will be allotted on SchoolDude servers on Client's behalf. SchoolDude will provide 60 days' prior notice of such action. SchoolDude also reserves the right to block IP addresses originating a Denial of Service (DoS) attack or IP addresses causing excessive amounts of data to be sent to SchoolDude servers. SchoolDude will notify Client should this condition exist and inform Client of its action. Once blocked, an IP address will not be able to access the Services and the block may be removed once SchoolDude is satisfied corrective action has taken place to resolve the issue.

5. Data

- 5.1. **Data.** As between SchoolDude and Client, Client owns all rights, title and interest in and to the Data. Notwithstanding the foregoing, Client hereby grants SchoolDude a non-exclusive, royalty-free license to display, distribute, transmit and otherwise use the Data to improve the Services and the performance of SchoolDude, including without limitation, submitting and sublicensing the Data to third parties for analytical purposes, provided that (i) such third parties have entered into a written agreement with SchoolDude to maintain the confidentiality of the Data and (ii) SchoolDude will not specifically identify the Data as originating from Client when providing the Data to such third parties.
- 5.2. **Data Integrity.** Client, not SchoolDude, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and SchoolDude shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data.
- 5.3. **Data Security Breach.** SchoolDude will exercise reasonable care and due diligence to avoid or mitigate in anticipation of, or in response to, a Data security breach. If a Data security breach occurs, SchoolDude shall promptly notify Client thereof.

6. Dude Automation Appliance (DAA)

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

7. Third Party Interaction

- 7.1. **Relationship to Third Parties.** In connection with Client's use of the Services, Client may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Services; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Client's Account, the Services and a third-party provider; (iv) be offered additional functionality within the user interface of the Services through use of the Services' application programming interface; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated

with such activity, shall be solely between Client and the applicable Third Party. SchoolDude shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Client and any such Third Party.

- 7.2. **Ownership.** Client is the owner of all Third Party content and data loaded into the Client Account. As the owner, it is Client's responsibility to make sure it meets its particular needs. SchoolDude will not comment, edit or advise Client with respect to such Third Party content and data in any manner.
- 7.3. **No Warranty or Endorsement.** SchoolDude does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by SchoolDude as "certified," "validated," "premier," or other designation. SchoolDude does not endorse any sites on the Internet which are linked through the Services. SchoolDude is providing these links to Client only as a matter of convenience, and in no event shall SchoolDude be responsible for any content, products, or other materials on or available from such sites.
- 7.4. **Commercially Reasonable Efforts.** SchoolDude will use commercially reasonable efforts to assist with integrations between Client and an applicable Third Party.
- 7.5. **Examples of Third Party Content.**
 - 7.5.1. **Preventive Maintenance Templates/Schedules.** SchoolDude has not researched and cannot verify if the Preventive Maintenance Templates/Schedules satisfy any law, regulation or industry standard in Client's particular setting or jurisdiction. The forms are for Client's information, but they do not constitute suggestions, guides or advice regarding Preventive Maintenance Schedules. It is Client's responsibility to set up Client's Preventive Maintenance Templates/Schedules within the Services. At Client's discretion, Client may utilize the Preventive Maintenance Templates/Schedules as Client creates its schedules. If Client decides to use the Preventive Maintenance Templates, it will be Client's complete responsibility to edit and research them in order to satisfy its particular setting and purpose.
 - 7.5.2. **On-Site Services.** Any Third Party vendor who provides implementation, customization, content, integration and other services related to Client's use of the Services and applications, on premises.
 - 7.5.3. **Integration Services.** SchoolDude's Connect, Automation or Integration services (including: ConnectBAS, ConnectSchedules, ConnectFinance, ConnectScheduleStar, ConnectEdline, Critical Alarm Automation, FS Automation, PM Automation, IT Automation) are software applications that physically and/or functionally linked together that act as a coordinated whole, which integrate with Third Party, commercial and/or non-SchoolDude products.
 - 7.5.4. **Utility Bill Automation Services.** If Client uses the Utility Bill Automation Services, Client must provide appropriate usernames, passwords, and bill statements for each utility account. The Utility Bill Automation Services are delivered by a Third Party, in the event the Third Party defaults, such Utility

Bill Automation Services will be discontinued. If a different Third Party services provider is contracted, prices for such Utility Bill Automation Services are subject to change.

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

8. **Subscription Fees.**

- 8.1. **Invoicing; Payment Terms.** SchoolDude shall invoice Client for each applicable Subscription Fee prior to the commencement of the applicable Renewal Term. Unless Client provides written notice of non-renewal in accordance with Section 9.1, Client agrees to pay all Subscription Fees no later than 30 days after the receipt of SchoolDude's applicable invoice therefor.
- 8.2. **Credit Cards; Taxes.** At any time during the Term of the Agreement, SchoolDude may require Client to establish and maintain a valid card as a condition to continued use of the Services. Upon receipt of a written request from SchoolDude for credit card information, Client must promptly provide to SchoolDude (and thereafter maintain during the Term) a valid credit card for its Account, which shall ensure that each applicable fee and charge is paid to SchoolDude on each applicable payment date. Client must also report and pay any applicable taxes to the appropriate governmental agency.
- 8.3. **Renewal Charges.** SchoolDude maintains the right to increase Subscription Fees and other applicable fees and charges in connection with each Renewal Term.
- 8.4. **Non-Payment.** If Client fails to pay any applicable fee or charge within 90 days of receipt of an applicable invoice, SchoolDude may suspend or terminate Client's access to the Services and Account and terminate this Agreement.

9. **Term and Termination.**

- 9.1. Unless otherwise terminated in accordance with this Agreement, the initial term of this Agreement shall be for a period of one (1) year from the Effective Date (the "Initial Term"). Thereafter, this Agreement shall renew for successive one year periods (each, a "Renewal Term" and, together with the Initial Term, the "Term") upon the agreement of both parties. Upon termination of this Agreement, (i) Client's access and use of the Services shall automatically cease and (ii) SchoolDude shall have no obligation to maintain the Data or to forward the Data to Client or any Third Party.
- 9.2. SchoolDude may terminate this Agreement prior to the expiration of the Initial Term or any subsequent Renewal Term if Client commits a material breach of this Agreement and fails to cure such breach within 30 days after written notice of such breach is given by SchoolDude, provided that if the breach involves a failure of Client to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by SchoolDude to terminate this Agreement, SchoolDude may elect, as an interim measure, to suspend its performance hereunder (including, without limitation, Client's right to access and use the Services and the Account) until the breach is cured. SchoolDude's exercise of its right to suspend performance shall

be without prejudice to SchoolDude's right to terminate this Agreement upon written notice to Client.

- 9.3. Client may terminate this Agreement at any time for convenience by providing SchoolDude 30 days' prior written notice to the following email address: support@schooldude.com. Upon termination by Client pursuant to this Section 9.3, Client may request in writing and be granted a refund in an amount equal to: (i) the Subscription Fee prepaid by Client for the one-year term during which such termination is effective, *multiplied by* (ii) the number of full months remaining in the applicable one-year term (determined based upon the effective date of termination) *divided by 12*; provided, however, that if SchoolDude receives Client's written notice of termination pursuant to this Section 9.3 within the first 60 days after the commencement of the Initial Term, SchoolDude shall refund to Client the entire Subscription Fee for the Initial Term. For avoidance of doubt, no refund will be granted on QuickStart training, import or project management fees. Upon termination of its Account, Client's right to access its Account and use the Services immediately ceases.

10. **Indemnification.** Indemnification. Both parties agree to indemnify and hold harmless each other, their agents, officials, officers and employees from and against any and all actions, claims, damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature, including legal costs and attorneys' fees, whether or not suit is actually filed, and any judgments rendered against the other party and/or its agents, officials, officers, or employees that may be asserted or claimed by any person, firm or entity arising out of or in connection with the party's negligent performance or the negligent performance of its agents, officials, officers, or employees, including any negligent acts, errors, or omissions of the party, its agents, officials, officers or employees.

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

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SCHOOLDUDE AND ITS LICENSORS.

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

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

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

13. **Additional Terms.**

13.1. **Authority.** Client represents and warrants that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Client, enforceable against it in accordance with its terms.

13.2. **Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

- 13.3. **Jurisdiction.** This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of North Carolina, without regard to the principles of conflict of laws.
- 13.4. **Compliance with Laws.** Client shall comply with all applicable laws, rules and regulations relating to Client's access to and/or use of the Services.
- 13.5. **Assignment.** Client may not assign its rights or delegate its duties under this Agreement, either in whole or part, and any such attempted assignment or delegation shall be void.
- 13.6. **Force Majeure.** SchoolDude will not be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond the control of SchoolDude.
- 13.7. **No Waiver.** The failure of either Client or SchoolDude in any one or more instance(s) to insist upon strict performance of any of the terms of this Agreement will not be construed as a waiver or relinquishment of the right to assert or rely upon any such term(s) on any future occasion(s).
- 13.8. **Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.
- 13.9. **High-Risk Use.** Client hereby acknowledges that the Services are not designed or intended for access and/or use in or during any activities where the failure of the Services could lead to death, personal injury or environmental damages. SchoolDude hereby expressly disclaims any express or implied warranty of fitness for such purposes.
- 13.10. **No Third Party Beneficiaries.** No person or entity not a party to this Agreement will be deemed to be a third party beneficiary of this Agreement or any provision hereof.
- 13.11. **Notice.** SchoolDude may give notice by means of a general notice through the Services, electronic mail to the e-mail address maintained on Client's Account, or by written communication sent by first class mail to Client's address on record in SchoolDude's account information. You may give notice to SchoolDude (such notice shall be deemed given when received by SchoolDude) at any time by any of the following: electronic mail to notice@schooldude.com; letter sent by confirmed facsimile to SchoolDude at the following fax number: (866)299-7821; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to SchoolDude at the following address: SchoolDude, 11000 Regency Parkway, Suite 110, Cary, NC 27518 attn: Operations.
- 13.12. **Unlawful Provisions Void.** If this Agreement contains any unlawful provisions or portions thereof, they shall be deemed deleted from the Agreement and the remainder of the Agreement shall remain in full force and effect.
- 13.13. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and understandings with respect to the same. No waiver or amendment of any term or condition of this

Agreement shall be valid or binding on either party unless agreed to in writing by both parties.

13.14. **Captions and Headings.** Captions and headings are used herein for convenience only, are not a part of this Agreement, and shall not be used in interpreting or construing this Agreement.

13.15. **Language.** Only the most current English version of this Agreement is binding. In the event of inconsistency or discrepancy between the English version and any other language version of this Agreement, the English-language version shall prevail.

13.16. **Questions or Additional Information.** If Client has questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@SchoolDude.com.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

For: Marysville Joint USD

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Gay TODD

Superintendent

Aug. 25th, 2015

For SchoolDude.com, Inc.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Sandy King

Director of Sales Operations

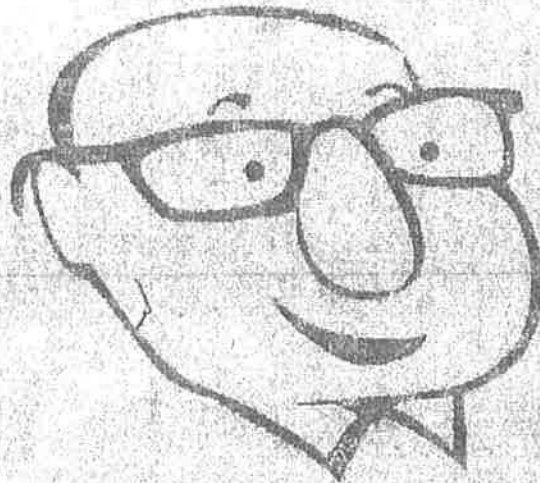
Aug. 5, 2015

Scope of Work

SchoolDude will deliver via the Internet MaintenanceEssentials Pro (replaces MaintenanceDirect and PMDirect) which includes:

- Work order management
- Preventive maintenance scheduling
- Benchmarking data
- Best practices coaching
- Mobile tools
- Continued web-based training and ongoing support

SchoolDude will continue to deliver via the Internet ITDirect





**SCHOOL
DUDE**

11000 Regency Parkway, #110 | Cary, NC 27518
phone: 877.868.3833 | fax: 800.216.3063

Marysville Joint USD - 6/30/15 Renewal Upgrade

PREPARED BY

Jamie Givigliano

SchoolDude

PREPARED FOR

Marysville Joint Unified School District

PUBLISHED ON

June 23, 2015



11000 Regency Parkway, #110 | Cary, NC 27518
phone: 877.868.3833 | fax: 800.216.3063

June 23, 2015

Angela Salcido
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901-3731

Dear Angela,

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

Item	Term	Investment
MaintenanceEssentials Pro	12 months	\$9,340.00
ITDirect	12 months	\$4,585.00
calSAVE Product Discount		-\$1,810.25
Total Investment:		\$12,114.75



Terms of Service:

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

Payment and Delivery Terms:

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



**SCHOOL
DUDE.**

11000 Regency Parkway, #110 | Cary, NC 27518
phone: 877.866.3833 | fax: 800.216.3063

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

Thanks again for your interest in utilizing our web-native solutions to integrate and more efficiently manage your operations. Please feel free to contact me with any questions at (909) 599-3921 or by email at jamie@schooldude.com.

Sincerely,

Jamie Givigliano

Sr. Client Success Manager

Telephone: (909) 599-3921

Fax Number: (866) 497-4307

Email: jamie@schooldude.com

Please address the purchase order to:

SchoolDude.com

11000 Regency Parkway, Suite 110

Cary, NC 27518

***** Please mail, fax, or email the purchase order to 866-497-4307 or jamie@schooldude.com (<mailto:sales@schooldude.com>).**

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**SCHOOL
DUDE.**

11000 Regency Parkway, #110 | Cary, NC 27518
phone: 877.868.3833 | fax: 800.216.3063

Electronic Acceptance of Document

Presented to:

Marysville Joint Unified School District
June 23, 2015, 2:41:12 PM

Accepted by:

Angela Salcido
asalcido@mjusd.com
July 16, 2015, 1:37:47 PM
IP Address: 207.166.0.1

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